

**Work Session Agenda
Staunton City Council
Caucus Room
May 23, 2019
6:00 p.m.**

Invocation/Moment of Silence—Holmes

- | | | |
|------------------|-------------------|---|
| 6:00 p.m. | 1. | Consideration of Work Session and Regular Meeting Agendas |
| 6:05 p.m. | 2. | Presentation of the Office on Youth Annual Report |
| 6:20 p.m. | 3. | Presentation of the CAPSAW Annual Report |
| 6:35 p.m. | 4. | Discussion of Staunton City Council Vision and 3-Year Priorities |
| 6:45 p.m. | 5. & B | Discussion of an Ordinance Authorizing a Lease Agreement between City of Staunton and Happy Birthday America, Inc. |
| 6:50 p.m. | 6. & C | Discussion of an Ordinance Authorizing the Lease Agreement between City of Staunton and Staunton Baseball, Inc. for the Limited Use of Baseball Field and Operation of Concession Rights |
| 6:55 p.m. | 7. & E | Discussion of an Ordinance to Amend the FY2019 Budget Ordinance for the City of Staunton by Adding Budget Amendment Number Three |
| 7:05 p.m. | 8. | Closed Meeting for Consultation and Discussion with Legal Counsel for Necessary Legal Advice Regarding Aspects of the Process Related to City Council's Closed Meeting(s) for Conducting City Manager Candidate Interviews in a Possible Undisclosed Location(s) |

7:15 p.m.

Break

**Regular Meeting Agenda
Staunton City Council
Council Chambers
May 23, 2019
7:30 p.m.**

Call to Order

Pledge of Allegiance

Mayor's Report

Additional Items by Members of Council

Approval of Minutes

Work Session and Regular Meeting of April 25, 2019

REGULAR MEETING

- A. Continued 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 an Ordinance Authorizing a Lease Agreement between City of Staunton and Happy Birthday America, Inc.**
- C. Public Hearing and Consideration of an Ordinance Authorizing the Lease Agreement between City of Staunton and Staunton Baseball, Inc. for the Limited Use of Baseball Field and Operation of Concession Rights**
- D. Consideration of an Ordinance to Amend the FY2019 Budget Ordinance for the City of Staunton by Adding Budget Amendment Number Two**
- E. Introduction of an Ordinance to Amend the FY2019 Budget Ordinance for the City of Staunton by Adding Budget Amendment Number Three**

**F. City Council to Give Notice of Closed Meeting for City Manager
Candidate Interviews in an Undisclosed Location**

Matters from the City Manager

Matters from the Public

Adjournment

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	May 23, 2019	City Council
Item #	1	
Ordinance #		
Department:	City Council	
Council Vision:	Responsive, Efficient Government	
Subject:	Work Session and Regular Meeting Agendas	

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

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

City Manager: Stephen F. Owen

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Matters from the City Manager

Matters from the Public

Adjournment

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	May 23, 2019	Staff Member: Ginny Newman
Item #	2	
Ordinance #		
Department:	Central Shenandoah Valley Office on Youth	
Council Vision:	Responsive, Efficient Government	
Subject:	Annual Report FY 2018	

Background: The Central Shenandoah Valley Office on Youth (OOY) was formed in 1978, with the purpose of crossing government and organizational boundaries to foster collaborative efforts to prevent juvenile delinquency and develop youth programs. OOO staff accomplishes this through a balance of direct service to youth and active support of other government and community agencies.

In 2017-2018, OOO staff served 33% of all school age youth in the region in a face-to-face encounter. The OOO provided parenting support to 325 parents/guardians and case management to juveniles involved with the courts.

The OOO builds the capacity of government agencies/departments and non-profits by convening people, incubating ideas and training employees.

Ginny Newman, Executive Director of the Central Shenandoah Valley Office on Youth, will present an annual report for fiscal year 2018.

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Stephen F. Owen

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	May 23, 2019	Staff Member: Anna Leavitt
Item #	3	
Ordinance #		
Department:	Community Action Partnership of Staunton, Augusta, and Waynesboro (CAPSAW)	
Council Vision:	Responsive, Efficient Government	
Subject:	Annual Report FY 2018	

Background: Anna Leavitt, Director of the Community Action Partnership of Staunton, Augusta, and Waynesboro (CAPSAW), will present an annual report for fiscal year 2018.

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

Acting City Manager: Steven L. Rosenberg



Staunton, Augusta, and Waynesboro

2018 Annual Report



Staunton, Augusta, and Waynesboro

Board of Directors

Andrea Oakes	Nadine Gergel-Hackett
Sarah Crenshaw	Diane Behrens
Ron Ramsey	Lisa Schwenk
Janet Ewing	Sue Wright
Betty Jordan	John Lilly
Elzena Anderson	Wendell Coleman
Pamela Carter	Christiana Shields
Tracy Pyles	Andrea Kendall

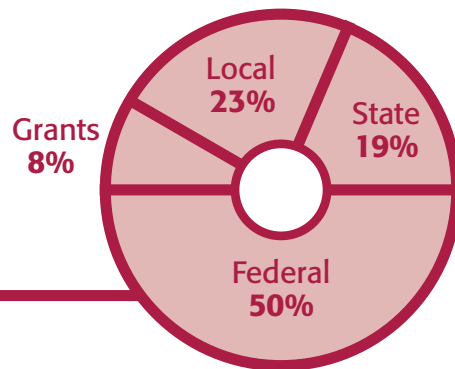
Staff

Anna Leavitt, Director
Susan Lendermon, GAWP Coordinator
Deb Koonz, EITC Coordinator

Who is CAPSAW?

The Community Action Partnership of Staunton, Augusta, and Waynesboro funds and supports programs providing services to low- and moderate-income families working towards improved self-sufficiency. Our funds represent a combination of federal, state, and local contributions from the region we serve. The Board of Directors reviews and selects funding recipients from a competitive application pool. Once selected, these programs provide quarterly and annual reports and participate in site visits on a rotating basis. This oversight helps to enforce accountability and encourages high-performing programs to measure and accurately report their impact on families and communities. Our approach is evaluated regularly to determine the needs of our community and to verify the scope of those needs.

Where does the money come from?





ANNUAL IMPACT

\$412,351

in grant funding awarded

26

funded programs

4,559

individuals served

3,390

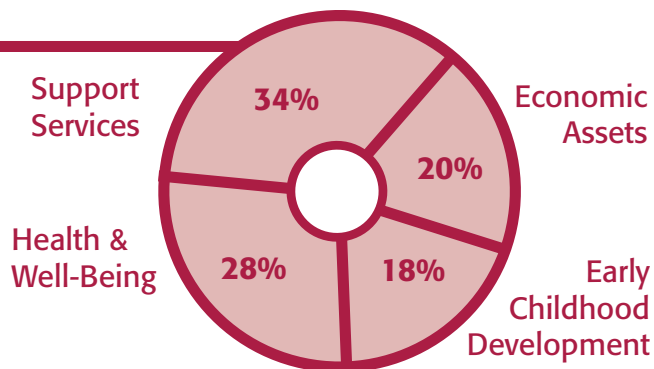
families served

\$3,394,752

total economic impact

From July of 2017 to June of 2018 more than two dozen programs provided services to over 4,000 families, developing and supporting the foundations of self-sufficiency: early childhood development, health and well-being, economic asset development, and support services. We believe that programs serving the needs of the “whole” family, by increasing opportunity and the capacity for both children and adults to achieve long-term change, will create a community in which everyone can experience increased self-sufficiency.

Where does the money go?



Programs selected for funding from CAPSAW's Consolidated Funding grant must provide regular statistical and demographic reports as well as follow strict income eligibility guidelines. This grant opportunity is based on a two-year funding cycle with awards ranging from \$6,000 - \$39,000.



EARLY CHILDHOOD DEVELOPMENT

\$73,332

in grant funding

6

programs funded

642

children enrolled in preschool, after-school, and/or summer educational activities

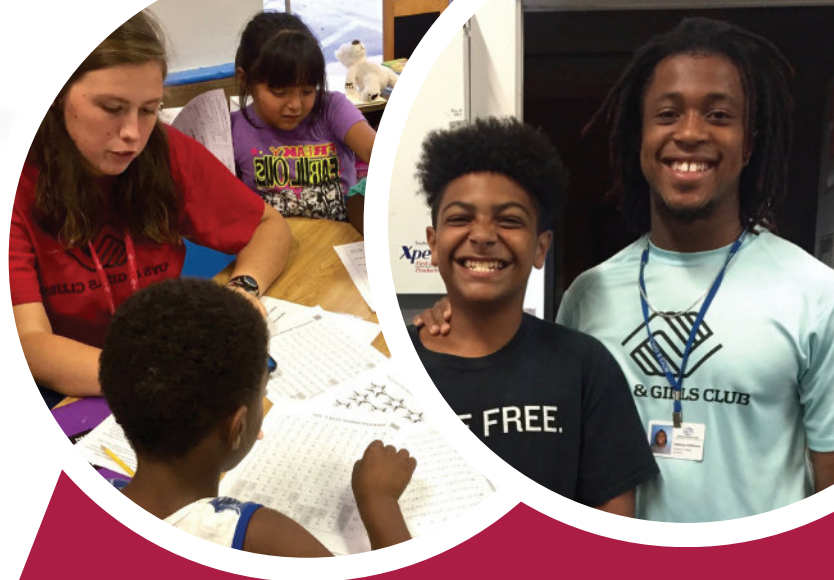
230

enrolled youth demonstrated improved social/emotional development

Funded Programs:

Boys and Girls Club of
Waynesboro, Staunton, &
Augusta County
Community Child Care
Shenandoah Valley Head Start
Staunton-Augusta YMCA
Staunton City Schools
Elk Hill School

Photos: Left, Boys & Girls Club of Staunton, Waynesboro, & Augusta County program participants & staff. Below, Valley Children's Advocacy Center's team members



"My son had a hard time getting his reading and writing figured out from early on. He made slow progress. After a setback in 3rd grade, he was referred for special help at school. Because I work late, I had a hard time doing the reviews they were sending home. The Boys and Girls Club and their reading program volunteers help him each day by going over his homework and practicing with him. When we get home, he reads his books to me before bed and I know he feels proud of what he learned at the Club."

- Parent of student of a student participating in the literacy program of Boys and Girls Club of Waynesboro, Staunton, and Augusta County



HEALTH & WELL-BEING

\$113,684

in grant funding

227

seniors and those with disabilities maintaining independence

43,044

pounds of food provided through nutrition and emergency food programs

58,747

group meals served to program participants

Funded Programs:

Augusta Regional Clinic
Blue Ridge Area Food Bank
Brain Injury Connections of the Shenandoah Valley
Daily Living Center
New Directions Center
Red Cross
Ride with Pride
Salvation Army - Waynesboro
Valley Associates for Independent Living
Valley Children's Advocacy Center
Valley Mission
Valley Program for Aging Services

Photos from left: Valley Mission staff and Valley Program for Aging Services staff

CAPSAW - 2018 ANNUAL REPORT



I appreciate your help so much. You're now a part of the little chain of people that makes my life possible

"I appreciate your help so much. You're now a part of the little chain of people that makes my life possible." - Valley Program for Aging Services client





Tommy was released from a five-year penitentiary sentence, with a 5th-grade education. Blue Ridge Court Services provided him with vouchers for the Valley Mission Thrift Store & Verona Food Bank. After updating his résumé, he applied to employers with openings for ex-offenders. He is now working to complete Blue Ridge Community College's Commercial Driver's License program, while maintaining his job driving off-road vehicles for a local construction company making \$15 an hour.



ECONOMIC & ASSET DEVELOPMENT

Funded Programs:

Blue Ridge
Court Services
Renewing Homes of
Greater Augusta
Valley Career and
Technical Center
Valley Supportive
Housing
Volunteer Income
Tax Assistance

\$84,635

in grant funding

57

safe & affordable housing units
created, preserved, or improved

\$220,000

saved by 1,100 families filing
taxes at no cost

139

unemployed found employment;
70 remained employed 90 days
or longer



SUPPORT SERVICES

\$140,698

in grant funding

Funded Programs:

Blue Ridge Court Services
Blue Ridge Legal Services
CASA-Court Appointed
Special Advocates
Greater Augusta
Wellness Partnership
Staunton-Augusta YMCA
Valley Hope Counseling
Valley Mission
Valley Program for
Aging Services

699

individuals in case
management

570

received reduced-cost
legal services

337

parents learning and
exhibiting improved
family-functioning skills

989

volunteers mobilized
in support of CAPSAW
programming



Who are we serving?

Poverty

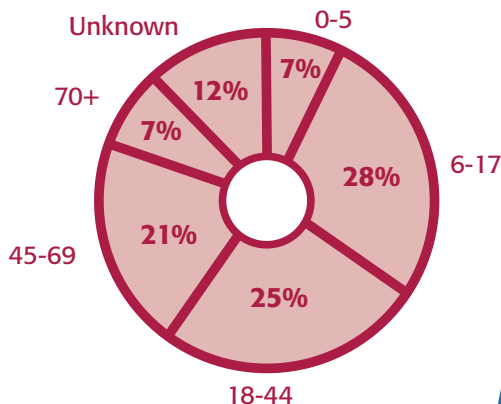
79% of families served report having an annual income at 125% of the Federal Poverty Line, or less than \$31,375 for a family of 4.

Income

83% of individuals served report having more than one source of income.

Age

7% of those served are under 6 years of age and 7% are 70 or older.



Community Support

Programs selected for funding from CAPSAW's Community Support grant receive local dollars in reimbursement for items principally impacting low- and moderate-income families. A maximum of \$2,000 may be requested, and applications are reviewed as they are received.

Photo: Science equipment for Elk Hill School (left), play therapy supplies for Valley Hope Counseling (right)





Staunton, Augusta, and Waynesboro

Photos clockwise from top left: Staunton-Augusta YMCA volleyball clinic, Renewing Homes Greater Augusta volunteers, Blue Ridge Community College diplomas

The Mission: Empowering individuals and families to move from social and economic dependency to self-sufficiency.

The Vision: Economic security for every resident of Staunton, Augusta County, and Waynesboro.

valleycapsaw@gmail.com - 540-292-0017 - 900 Nelson Street, Staunton, VA 24401
waynesboro.va.us/346/CAPSAW

 /GreaterAugustaWellnessPartnership



CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	May 23, 2019	Staff Member: Steve Owen
Item #	4	
Ordinance #		
Department:	City Manager	
Council Vision:	Responsive, Efficient Government	
Subject:	Staunton City Council Vision and 3-Year Priorities	

Background: On November 1 and 2, 2018, and April 22, 2019, City Council conducted a retreat, facilitated by A. Tyler St. Clair. During the retreat, Council updated its vision statement and adopted new three-year priorities. Final drafts of the two documents are attached to this briefing. Subject to further refinement, these items can be included on the agenda for Council's meeting on June 13, 2019, for consideration.

City Manager's Recommendation: Discuss the vision statement and 3-year priorities and provide guidance and direction to staff.

Suggested Motion: Not applicable.

City Manager: Stephen F. Owen

STAUNTON CITY COUNCIL VISION FOR 2030

Revised on April 22, 2019

Staunton is blessed by a palpable sense of creative energy that animates our civic life and enriches our culture. This creative energy is manifested in a vibrant arts scene, a future-oriented business environment, and a governance philosophy that honors the city's rich historical legacy while investing in an exciting future of innovation, growth, and resilience.

A Crossroads

Cradled between the misty Blue Ridge and the endless majesty of the Alleghenies, each morning for three centuries Staunton has greeted the dawn in one of the most beautiful places on earth.

As the Queen City of the Shenandoah Valley, Staunton has served as a crossroads where nature and urban life meet in the minds and hearts of our people, young and old, of different races and many creeds, who draw on the strength of their past to weather the challenges of the present in a quest to seize the opportunities of the future.

At a crossroads of trade and commerce, Staunton has long helped refine the bounty of the land into the wealth that built America. Today, Staunton offers a high quality of life with a high-speed connection to the global information economy that helps our entrepreneurs turn dreams into businesses.

At a crossroads of education and culture, Staunton has long hosted schools, colleges and all manner of institutions of learning and human benefit along with theatres, music festivals and art galleries. Today, Staunton actively supports the continued enrichment of all its citizens.

At a crossroads of America's pioneer past and its globalized future, Staunton remains committed to innovation.

We achieve this by concerted effort on:

Economic Development

Staunton's existing businesses are supported and contribute back to the community. Neighborhoods feature a balance of residences, markets, and other small shops that are walkable, convenient, and have unique character. Our downtown and revitalized entrance corridors are thriving and attractive commercial destinations. Aggressive recruiting, small business development, the use of new technology, and strategic investments assure Staunton a diverse employment base ranging from retail and hospitality to high technology, green technology, crafts industries, and government agencies. Young adults see Staunton as a progressive place to apply their skills, build their careers, and raise their families. Retirees provide the community with valued perspective and energy which include wisdom, life experience, and a desire to give back which contribute to our economic success. The City's regional approach to tourism and new business recruitment is a model for success, efficiency, and cooperation.

Education

Staunton provides the best education in Virginia and is the leader within our region by recruiting, retaining and supporting the best teachers, providing superb facilities, and working with institutes of higher learning that train and educate our future leaders, workforce, and entrepreneurs. Our institutions afford the opportunity for all citizens to reach their highest potential through education and career training.

Culture

Staunton remains a vibrant, exciting, and welcoming community. Visual arts, performing arts, music, galleries, and museums are just a few of our attractions. There are parks and recreational opportunities that cater to every interest for the outdoor enthusiast. Restaurants offer an array of tempting food choices and atmosphere where regular entertainment is on tap. Festivals are held throughout the year that also serve to highlight the many cultural offerings of a diverse population. For the history enthusiast, the city's unique architecture as well as its fabled citizenry provide a rare glimpse into the past. Resources abound whether it's a visit to the Blackfriars Playhouse, Woodrow Wilson Presidential Library, Museum of American Frontier Culture, or Mary Baldwin University. Rotating exhibits are held at the R.R. Smith Center for History and Art where local artists are featured and their works are highly collectible. Young international musicians are featured at the Heifetz Institute, and the Staunton Music Festival attracts lovers of classical music.

Inclusiveness

Staunton is proudly diverse and leverages its diversity and inclusivity as a great and sustaining strength. It is the premier place for all kinds of people to live and flourish. No one is left out and everyone has a voice in how the City is run. We strive continually to improve Staunton's quality of life by involving *all* citizens.

Resilience

Staunton enjoys an abundance of needed resources, both natural and engineered. Our water supply is pure and plentiful. Our air is clean. Citizens have adopted lifestyles that incorporate sustainability. We have developed independence through green energy creation. Staunton is a model for reduction, reuse and recycling of wastes, and productive redevelopment of important structures. Both citizens and City staff are educated and prepared for sudden catastrophic events, and Staunton has maintained adequate fund reserves to manage sudden change.

Responsive, Efficient Government

Local government in Staunton is distinguished by a successful partnership among citizens, City Council, and City staff. Stauntonians are invested and engaged in and contribute to the civic life of the city. As the birthplace of the Council-Manager form of government, the City continues a long tradition of professional administration, characterized by responsiveness to citizens of the city, prudent fiscal management, and the efficient and effective delivery of core services. The City leads in e-government and other innovation and is often called upon to share its success with other localities in the Commonwealth of Virginia and beyond.

Built Environment

Staunton's comprehensive plan, which includes a variety of ideas and solutions, guides us in our efforts to protect, preserve, and enhance the quality of life for all citizens. Staunton's land use policies encourage neighborhood development and redevelopment, making the city a model of growth balanced with preservation. The city enjoys livable, mixed-use communities and has housing affordable to a full range of households. Good roads for motor vehicles, bicycles, and pedestrians alike, as well as a comprehensive transit system, serve these communities. We benefit from planning that ensures that our public buildings and improvements leave a legacy for future generations, celebrate the dignity of the city, and meet future needs.



STAUNTON CITY COUNCIL 3-YEAR PRIORITIES TO ACCOMPLISH 2030 VISION
2019 - 2021
Finalized on April 22, 2019

Economic Development	
1	With a preference for employers with high-paying jobs, aggressively recruit and secure favorable development for the Staunton Crossing site to include advanced manufacturing, logistics, data centers, office park, retail, restaurants, and open space
2	Prepare the Staunton Crossing site for development and work with developers in a way that secures the best competitive position for the city which will include: • Completing Crossing Way access road • Demolishing outmoded structures • Achieving Tier 4 certification from the Virginia Economic Development Partnership
3	Working in partnership with the Staunton Downtown Development Association, Staunton Creative Community Fund, and Staunton Innovation Hub, maintain strategies to support local businesses, including start ups and expansions
4	Continue to support tourism activities and enhance Staunton's reputation as a tourist destination
5	Review and revise ordinances that are related to economic development to ensure that the city is business friendly and aligned with Council's vision including: • Review of the Zoning Ordinance • Review of the Corridor Overlay Ordinance - Enforcing and defending the ordinance as necessary - Bringing additional properties on each route into compliance, noting that the opportunity to model City's commitment only arises as properties improve or turn over - Bringing existing properties into voluntary compliance
6	Build and implement a strategy to attract private and non-profit investment, specifically in Staunton's Opportunity Zones, to include: • Identifying properties (land/buildings) available for development • Identifying potential projects • Developing a list of potential Opportunity Fund investors • Educating members of the community on the potential of Opportunity Funds

Education	
1	Provide resources to support the School Board's efforts to attract and retain high quality employees
2	Continue and strengthen the commitment to supportive relationships with the School Board and school division administrators to achieve the excellence and growth of our school system

Note: City Manager will ensure that the HR Director is aware of federal/state mortgage assistance programs already available to public service employees

Culture	
1	Continue to support festivals with the provision of in-kind services and logistical assistance by City departments such as public works, police, fire and rescue, tourism, and parks and recreation
2	Implement improvements consistent with the adopted Bicycle and Pedestrian Plan as funding becomes available
3	Review and adopt the Greenways Plan
4	Continue to support the efforts of organizations that are enhancing arts and culture in Staunton

Inclusiveness	
1	Conduct a citizen survey and use results to develop and implement a proactive strategy to achieve more citizen engagement
2	Review and modify as necessary all City policies to ensure that they are aligned to achieve inclusiveness, including attention to the diversity of staff and management and salary equity
3	Enhance and support efforts to promote the complete and diverse history of the city so that we enhance civic pride, instill ownership among all citizens, and create momentum for the vision

Resilience	
1	Continue to nurture the growing local food economy through strategies such as the Farmers' Market, community kitchen, food hub, etc.
2	Explore ways in which we can cut the City's dependence on fossil fuels and provide information to Council on cost benefit/resources needed for strategies such as: • Installation of solar panels on a public building (i.e. demonstration of commitment) • Electric cars and natural gas vehicles, including public transit vehicles
3	Continue Council's engagement efforts to protect our water supply from the potential impact of the Atlantic Coast Pipeline or other threats

Responsive, Efficient Government	
1	Implement interactive online opportunities to engage citizens
2	Move more transactions to the online environment and simplify and improve the efficiency of City processes (i.e. development review process, business licenses, bill payment) • Consider tutorials • Enhance education
3	Engage the communications manager to enhance communication regarding City services and initiatives such as citizen engagement, budget, inclusiveness, etc.

4	Develop strategies to enhance Council's awareness of progress and engagement to include: • A strategy to enable Council to review/discuss progress on Council Priorities (i.e. possible mini-retreat) • A strategy for liaisons to report on the work that they are doing with commissions/boards
5	Continue to offer the Citizen University to build community capacity and support

Built Environment	
1	Study changes to the City's land use policies and ordinances to enable more mixed use development and gradually implement those changes • Encourage developers to build developments that enable more self-sufficiency • Ensure that we do not overly restrict builders so that it is too expensive to build
2	Continue to develop a long term financing strategy to ensure that we can meet major needs for public buildings that are not currently in the CIP
3	Complete and extend the streetscape plan as funds allow
4	Support regional initiatives to provide more public transit opportunities
5	Implement policies that encourage the improvement, development, or replacement of blighted properties, with consideration of: • Options that may become available through Opportunity Funds • More robust zoning enforcement • More aggressive schedule of delinquent tax sales • Appropriate notification/education regarding compliance with historic preservation ordinances
6	Work with Augusta County to ensure adequate court facilities in downtown Staunton and to create a framework for meeting future needs
7	Support efforts to enhance broadband access throughout the city using the latest available technologies

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	May 23, 2019	Staff Member: Chris Tuttle
Item #	5 & B	
Ordinance #		
Department:	Parks and Recreation	
Council Vision:	Culture	
Subject:	Public Hearing and Consideration of an Ordinance Authorizing a Lease Agreement between City of Staunton and Happy Birthday America, Inc.	

Background: The City intends to enter into a lease agreement with Happy Birthday America, Inc. for the lease of Gypsy Hill Park and related facilities for the purposes of Fourth of July-related activities. The proposed lease agreement has been reviewed by the City Attorney with staff (Attachment 1). A public hearing is required, as properly noticed in *The News Leader* (Attachment 2). Subsequent to the public hearing, Council may consider the proposed lease agreement and proposed ordinance (Attachment 3).

City Manager's Recommendation: Conduct a public hearing and adopt the proposed ordinance authorizing the approval of the lease agreement and further authorizing the City Manager to execute the lease agreement upon final review and approval by the City Attorney.

Suggested Motion (after the public hearing): I move that City Council adopt the ordinance authorizing the approval of the lease agreement between the City of Staunton and Happy Birthday America, Inc., and further authorizing the City Manager to execute the lease agreement with such modifications and in final form as approved by the City Attorney.

City Manager: Stephen F. Owen

ATTACHMENT 1

DRAFT 5.06.19

LEASE AGREEMENT FOR HAPPY BIRTHDAY AMERICA'S 2019 FOURTH OF JULY HOLIDAY ACTIVITIES

THIS LEASE AGREEMENT (Agreement), dated May __, 2019, for identification, is made by and between the CITY OF STAUNTON, VIRGINIA (the "City"), a municipal corporation of the Commonwealth of Virginia, and HAPPY BIRTHDAY AMERICA, INC. (HBA), a Virginia non-profit corporation (SCC ID: 08246308) and independent contractor.

1. Recitals.

1.1. The City owns and operates what is commonly known as Gypsy Hill Park.

1.2. HBA is a privately organized and operated organization that for charitable and educational purposes desires to sponsor and conduct Fourth of July-related activities for the year 2019.

1.3. The City finds that the HBA's Fourth of July activities will provide valuable civic, educational and recreational opportunities for citizens of the City.

1.4. After advertising and conducting a public hearing and after approval action of the Council of the City of Staunton, Virginia, the City authorizes that city facilities be made available for such use. Nonetheless, it is stipulated that Fourth of July activities, including but not limited to scheduling, programming, and participation, are not sponsored, not directed, and not managed by the City, instead being solely and completely controlled by HBA. It is also stipulated that any decision- making is within the sole and private, independent control and exercise of discretion of HBA and any role of the City is minimal, providing merely neutral logistical assistance, with no role whatsoever as to adopting or enforcing any requirements of HBA.

1.5. These recitals are an integral part of this Agreement.

2. Property. The City hereby leases to HBA, and HBA hereby leases, for the term of this Agreement, from the City that certain property described as Gypsy Hill Park, including the gym and the maintenance compound, the municipal golf course and adjoining properties comprising the lake and old fairgrounds area, the baseball field and the football stadium concession stand and restrooms, but excluding the football field itself (the Property).

ATTACHMENT 1

DRAFT 5.06.19

3. **Term and Rent.** The term of this Agreement shall be from Monday, July 1, 2019, to and including Friday, July 5, 2019, and the rent shall be the sum of \$1.00 paid by HBA to the City. Notwithstanding the foregoing, HBA shall be permitted to use Gypsy Hill Gymnasium on Saturday, June 29, 2019, to prepare for, and on Sunday, June 30, 2019, to conduct, a pageant.

4. **Conditions of Property; Restrictions.** The City leases the Property "AS IS – WHERE IS" disclaiming any representation, promise, or warranty of any kind about the condition of the Property. HBA ASSUMES ALL RISKS as to the Property's condition, and upon expiration of the lease term it shall leave the Property in at least as good condition as at the beginning of the term of this Agreement. HBA shall not undertake and shall not allow any other person, including a sublessee, to drive or use tent or other stakes in any venue on the Property, acknowledging that such may damage underground electrical or other installations and pose other risks.

5. **Utilities.** HBA shall have reasonable use, free of charge, of all available city water, sewer, and electrical services on the Property.

6. **Uses by HBA.** HBA will be permitted to conduct a general celebration of the birth of the United States of America upon the Property in accordance with a general schedule of events reviewed by the City for the purpose of avoiding scheduling conflicts. In this regard, HBA shall submit to the City a written schedule of proposed events solely for the City to plan public safety and traffic logistics. Any events or activities shall be concluded and crowds dispersed by not later than 11:30 p.m. local time.

7. **Parades and Associated Events of Premises.** HBA shall be permitted to conduct other events, such as parades, on other property of the City, not the subject of this Agreement, as set forth in the schedule submitted under Section 6 above in accordance with any applicable federal, state, or local laws as an independent contractor. HBA shall have independent, sole responsibility for determining the process and the decision making as to any participant, venue and activity, including the selection of sublessees for venue space and parade participants.

8. **Concessions.** HBA shall be permitted to sublease space on the Property to concessionaires for such services as HBA may determine; provided, however, the City shall be furnished with a list of the proposed concessions for logistical purposes. Such list should be provided to the City at the same time, or as soon thereafter as possible, as the written schedule of proposed events mentioned in Section 6 above. HBA shall supervise all such concessions and shall be responsible to assure that all local, state, and federal health and safety standards, codes, ordinances, and statutes are met, complied with, and followed. No item shall be offered for sale or promoted unless consistent with all applicable laws, and no such item may promote the use of controlled, illegal, or simulated or look-alike substances or promote illegal conduct of any kind. HBA shall not sell advertising or marketing space to or for the benefit of third parties or HBA.

ATTACHMENT 1

DRAFT 5.06.19

91 9. **Traffic and Crowd Control; Personal Property; Parking.** As
92 determined necessary, in its sole discretion, the City will provide, through the City Police
93 Department, traffic, parking, and crowd management at the City expense as part of the
94 regular operations of the City Police Department. HBA, however, shall provide for the
95 safekeeping of HBA's personal property situate on the Property at HBA's expense, with
96 the City having no liability with regard to the safekeeping of the personal property of HBA
97 or the personal property of any HBA sublessee. With regard to parking on the fairgrounds
98 parking lot, HBA will provide a limited number of parking spaces for persons with
99 disabilities and concessionaires. Persons who do not display an appropriate government-
100 issued credential for persons with disabilities or a pass issued by HBA will not be permitted
101 to park in that area. HBA shall assure reasonable access to any person with a disability.
102

103 10. **Setup and Cleanup.** As determined necessary, in its sole discretion, the
104 City will set up the stages required, toilets, signs, fencing, and crowd-prohibited areas, and
105 the City will inspect and clean up the area at the end of the event. In this regard, however,
106 HBA will require that its concessionaires provide suitable trash receptacles and require that
107 the concessionaires deposit all trash in the immediate vicinity into such receptacles during
108 and subsequent to each day's operation and completion of the term of this Agreement.
109

110 11. **Special Utility Hookups.** At its sole expense HBA will provide any special
111 utility, including electrical, hookups or access points on the Property, all in accordance
112 with any local, state, or federal laws, ordinances, statutes, or codes. The City shall inspect
113 such installations for compliance, prior to use in accordance with its usual procedures.
114

115 12. **Fire Protection.** As determined necessary in its sole discretion, the City
116 will provide fire protection upon the Property and the City Fire-Rescue Chief or other
117 appropriate city official may periodically inspect the premises to endeavor to ascertain that
118 all local, state, and federal fire laws, ordinances, statutes, and codes are being met as a part
119 of the regular operation of the City Fire-Rescue Department.
120

121 13. **Environmental Indemnification.**
122

123 13.1. HBA shall, at all times, indemnify, defend and hold harmless the
124 City, its members of Council, officers, directors, agents and employees, against and from
125 any and all demands, investigations, proceedings, claims, liens, suits, actions, debts,
126 damages, costs, losses, obligations, judgments, and expenses (including reasonable
127 attorney and other professional and non-professional fees) of any nature whatsoever,
128 arising from or relating to any statutory or common law action based on a Release of any
129 Hazardous Wastes or Toxic Substances (as hereinafter defined) unless due to the conduct
130 of the City or a third party unaffiliated with HBA; the threat of a Release of any Hazardous
131 Wastes or Toxic Substances as set forth in CERCLA (as hereinafter defined) unless due to
132 the conduct of the City or a third party unaffiliated with HBA; or the presence of any
133 Hazardous Wastes and/or Toxic Substances affecting the Property, including without
134 limitation any loss of value of, loss of use of or loss of income from the Property as a result
135 of any of the foregoing unless due to the conduct of the City or a third party unaffiliated

ATTACHMENT 1

DRAFT 5.06.19

with HBA. HBA's obligations under this Agreement shall arise whether or not any governmental authority or individual has taken or threatened any action in connection with the presence of any Hazardous Wastes or Toxic Substances.

13.2. In the event the City or HBA becomes aware of the presence of any Hazardous Wastes or Toxic Substances affecting the Property in violation of any federal, state or local statute or regulation related to the protection of the environment, the management of Hazardous Wastes or the control of Toxic Substances, or HBA's failure to comply with any of the requirements of any federal, state or local statute or regulation related to the protection of the environment, the management of Hazardous Wastes or the control of Toxic Substances, the City or HBA, as applicable, they shall immediately notify the other party orally, to be followed immediately by written confirmation.

13.3. In the event of any Release or the presence of any Hazardous Wastes or Toxic Substances affecting the Property, or in the event HBA shall fail to comply with any of the requirements of any federal, state or local statute or regulation related to the protection of the environment, the management of Hazardous Wastes or the control of Toxic Substances, unless any of the aforesaid is due solely to the conduct of the City or a third party unaffiliated with HBA, HBA shall, using commercially reasonable, good faith efforts, diligently proceed to restore the Property to the original condition existing as of the date of this Agreement. If HBA fails to use its commercially reasonable, good faith efforts or to diligently pursue restoration of the Property, the City may, at its election, and at HBA's cost and expense, but without the obligation to do so, give such notice and/or cause such work to be performed at the Property and/or take any and all other actions as the City shall deem necessary to restore the Property to the original condition existing as of the date of this Agreement.

13.4. The term "Hazardous Wastes" shall have the same meaning as set forth in the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq. and the regulations promulgated hereunder and in the Virginia Hazardous Waste Management Regulations, all as amended from time to time. The term "Toxic Substances" shall include all substances defined pursuant to Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601(14), as amended from time to time, without limitation, however, as to the quantity of substances released. Further, the term "Toxic Substances" shall also include petroleum as defined at 42 U.S.C. § 6991(8), whether contained above or below ground, and shall include asbestos contained in or comprising building materials or building components. The term "Release" shall have the same meaning as set forth at 42 U.S.C. § 9601(22).

13.5. The obligations of both the City and HBA under this section shall survive termination or expiration of this Agreement.

14. **General Indemnity and Hold Harmless.** HBA shall indemnify, defend and hold harmless the City, its members of Council, officers, directors, agent and

ATTACHMENT 1

DRAFT 5.06.19

employees, against and from any and all demands, claims, liens, suits, actions, debts, damages, costs, losses, obligations, judgments, and expenses (including reasonable attorney and other professional and non-professional fees) arising out of, or resulting from, any and all injuries to persons or property by reason of HBA's use of the Property and by reason of the use or act of any person, firm, or corporation operating upon the Property with HBA's permission. The term "HBA's use of the Property" means all those activities, events, equipment, displays, performances, demonstrations, concessions, and parades constituting a part of the celebration referred to in this Agreement. This provision shall survive termination or expiration of this Agreement.

15. Insurance.

15.1. At its expense and prior to June 15, 2019, HBA shall provide the City with satisfactory evidence, as determined by the City in its sole discretion, that HBA has obtained and paid for a general policy of public liability insurance (with the City as an additional named insured therein) insuring HBA and the City for injuries or damage to persons or property occurring by reason of HBA's, its agents', sublessees' or invitees' use of the Property. Such policy shall be in an amount not less than \$1,000,000.00 for any single event occurrence, or injury. The insurance policy shall also have not less than a \$2,000,000.00 aggregate policy limit and "non-owned" automobile liability coverage provisions. HBA shall require each parade participant to have a policy of automobile insurance in force at the time of parade participation that includes the following minimum limits: bodily injury/death, \$300,000, and property damage, \$100,000. The insurance required by this section shall be carried with an insurance company licensed to do business in the Commonwealth of Virginia and rated no less than A- by A.M. Best.

15.2. HBA shall provide the City with satisfactory evidence, as determined by the City in its sole discretion, that at HBA's expense, HBA and the City are affirmatively and expressly insured for not less than the amounts set forth above for injury or damage to persons or property, for any pyrotechnic display and exhibitions, and for any other special event staged upon the Property and not covered by HBA's general liability policy.

15.3. HBA will provide the City with satisfactory evidence that each food concessionaire has a policy of liability insurance for its activities in an amount not less than \$300,000.00 for any single event, occurrence, or injury, with HBA and the City named as additional insureds thereon. To this end, HBA will require a certificate of insurance evidencing the aforementioned provisions with the request for participation in the event.

15.4. HBA affirmatively represents and warrants to the City that it shall not have and shall not permit anyone to have or operate any amusement equipment or device or activity on the Property. For purposes of this provision, "amusement" means by way of illustration but not exhaustion any activity of any kind whatsoever that involves or is related to anything by which a person is conveyed or moved in an unusual and

ATTACHMENT 1

DRAFT 5.06.19

programmed or orchestrated manner for diversion, pleasure, entertainment, excitement, or other distinctive sensation or experience.

15.5. HBA shall exhibit and provide a copy to the City all policies and certificates of all insurance required hereunder showing the City as an additional insured and containing a notation that “prior to the cancellation or material change to the insurance policy hereof, the insurer will give the City not less than ten (10) days’ written notice.”

16. **Notice.** Notices pursuant to this Agreement may be given by postage-prepaid first-class mail, facsimile, or hand-delivery to the following contacts:

To the City:

The City of Staunton
Attention: City Manager and
Chief Finance Officer
116 W. Beverley St. (24401)
P. O. Box 58
Staunton, VA 24402-0058
Fax: 540-851-4000

With a copy to:

City Attorney
116 W. Beverley St. (24401)
P. O. Box 58
Staunton, VA 24402-0058
Fax: 540-851-4001

To HBA:

Happy Birthday America, Inc.
Attn: Jeff Ishee, President
P. O. Box 1106
Staunton, VA 24402-1106

17. **Governing Law and Forum Selection.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, without reference to conflicts of laws principles or rules. The City and HBA agree that any proceeding connected with the subject matter of this Agreement or otherwise related to the rights of either party, contractual or extra-contractual, shall be instituted or filed and maintained by each and both of them, unless required otherwise by law, solely in the General District or Circuit Court of the City of Staunton, Virginia.

18. **Waiver of Trial by Jury.** The City and HBA each hereby waive all right to trial by jury in any matter arising out of or in any way connected with this Agreement.

19. **Assignment; Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of successors in interest and permitted assigns of the City and

ATTACHMENT 1

DRAFT 5.06.19

HBA. This Agreement may not be assigned, nor any performance of any duty hereunder be delegated, by either the City or HBA without the prior written consent of the other.

20. **Severability.** If any provision, clause or part of this Agreement or the application thereof under certain circumstances is held invalid or unenforceable for any reason, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.

21. **Immunity.** Nothing in this Agreement shall be construed or interpreted to be a waiver of any sovereign or other immunity of the City, its council members, officials, employees, agents, responsible parties or of HBA as to any liability or other claim.

22. **No Third-Party Beneficiary.** This Agreement is not intended to and shall not be construed to create any third-party beneficiary.

23. **Applications, Construction and Interpretation; Captions.** This Agreement will be applied, construed and interpreted without any regard to any rule or principle of construction concerning the drafting or authorship of this Agreement. The headings or captions in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of the provisions.

24. **Termination.** The City reserves the right to terminate this Agreement at any time on twenty-four (24) hours' written notice to HBA upon default of HBA on any condition herein set forth, or upon violation by HBA of any ordinances of the City or any laws of the Commonwealth of Virginia or of the United States. It is expressly understood that the City shall have the right, but not the obligation, to terminate this Agreement if it reasonably believes HBA to be in violation of any ordinances or laws as aforesaid, and HBA hereby waives any claim for any damages resulting from termination of this Agreement as aforesaid even though it should subsequently be shown that HBA was not, in fact, in violation.

25. **Appropriations.** The obligations of the City are contingent upon and subject to appropriation of sufficient funds for the purpose of this Agreement.

26. **Entire Agreement; Amendments.** The City and HBA acknowledge that no representation, promise, inducement or agreement not herein expressed has been made in connection with this Agreement. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. They acknowledge that this Agreement and any documents which are to be executed in connection herewith pursuant to the terms of this Agreement contain the entire agreement between them regarding the subject matter thereof and supersede and replace any and all prior oral and written agreements, arrangements or understandings between them hereto relating to the subject matter hereof. This Agreement may be amended only by a written instrument signed on behalf of the City, as duly authorized, and by HBA.

ATTACHMENT 1

DRAFT 5.06.19

City of Staunton, Virginia

By: _____
Stephen F. Owen, City Manager

Date: _____

Happy Birthday America, Inc.

By: _____
Jeff Ishee, President

Date: _____

2-person team shotgun at 8 at 1 p.m.	Chicago Kansas City	18 14	21 27	462 341	7 12
--	------------------------	----------	----------	------------	---------

West Division

	W	L	Pct	GB
Houston	26	15	.634	-
Los Angeles	19	21	.475	6 1/2
Seattle	20	23	.465	7
Oakland	19	23	.452	7 1/2
Texas	17	21	.447	7 1/2

Sunday's Games

Baltimore 5, L.A. Angels 1
Boston 11, Seattle 2
Chicago White Sox 5, Toronto 1
N.Y. Yankees 7, Tampa Bay 1
Detroit 5, Minnesota 3
Houston 15, Texas 5
Philadelphia 6, Kansas City 1
Cleveland 5, Oakland 3

Monday's Games

Baltimore at N.Y. Yankees, late
Houston at Detroit, late
L.A. Angels at Minnesota, late
Cleveland at Chicago White Sox, late
Oakland at Seattle, late

Tuesday's Games

Cleveland (Carrasco 3-3) at Chicago White Sox (Bahunas 2-2), 2:10 p.m.
Baltimore (Cashner 4-1) at N.Y. Yankees (Happ 2-3), 6:35 p.m.
Colorado (Freeland 2-5) at Boston (Sale 1-5), 7:10 p.m.
Houston (Miley 3-2) at Detroit (Carpenter 0-1), 7:10 p.m.
Tampa Bay (Morton 3-0) at Miami (Smith 3-0), 7:10 p.m.
L.A. Angels (Pena 2-1) at Minnesota (Gibson 3-1), 7:40 p.m.
Texas (Miller 1-2) at Kansas City (Duffy 1-1), 8:15 p.m.
Toronto (Thornton 0-4) at San Francisco (Holland 1-4), 9:45 p.m.
Oakland (Anderson 4-2) at Seattle (Leake 2-4), 10:10 p.m.

National League

East Division

	W	L	Pct	GB
Philadelphia	23	16	.590	-
Atlanta	21	20	.512	3
New York	19	20	.487	4
Washington	16	24	.400	7 1/2
Miami	10	29	.256	13

Central Division

	W	L	Pct	GB
Chicago	24	14	.632	-
Milwaukee	24	18	.571	2
Pittsburgh	20	17	.541	3 1/2
St. Louis	22	19	.537	3 1/2
Cincinnati	18	23	.439	7 1/2

West Division

	W	L	Pct	GB
Los Angeles	27	16	.628	-
Arizona	22	19	.537	4
San Diego	22	19	.537	4
Colorado	19	21	.475	6 1/2
San Francisco	17	23	.425	8 1/2

Sunday's Games

Miami at N.Y. Mets, ppd.
Philadelphia 6, Kansas City 1
Pittsburgh 10, St. Louis 6
Colorado 10, San Diego 7
San Francisco 6, Cincinnati 5
Atlanta 5, Arizona 3
L.A. Dodgers 6, Washington 0
Chicago Cubs 4, Milwaukee 1

Monday's Games

Milwaukee at Philadelphia, late
Pittsburgh at Arizona, late

Tuesday's Games

Chicago Cubs (Hendricks 2-4) at Cincinnati (Roark 3-1), 6:40 p.m.
Milwaukee (Woodruff 5-1) at Philadelphia (Eldhoff 2-1), 7:05 p.m.
N.Y. Mets (Syndergaard 2-3) at Washington (Hellickson 2-1), 7:05 p.m.
Colorado (Freeland 2-5) at Boston (Sale 1-5), 7:10 p.m.
Tampa Bay (Morton 3-0) at Miami (Smith 3-0), 7:10 p.m.
St. Louis (Flaherty 3-2) at Atlanta (Salvendy 0-2), 7:10 p.m.
Pittsburgh (Mason 1-4) at Arizona (Weaver 3-1), 9:40 p.m.
Toronto (Thornton 0-4) at San Francisco (Holland 1-4), 9:45 p.m.
San Diego (Paddack 2-1) at L.A. Dodgers (Kershaw 2-0), 10:10 p.m.

MLS

Wednesday, May 15

D.C. United at Toronto FC, 8 p.m.
Portland at Houston, 8:30 p.m.
Atlanta at Vancouver, 10 p.m.
Orlando City at Seattle, 10:30 p.m.

GOLF

Regions Tradition Scores

Monday

At Greystone G&CC
Birmingham, Ala.

Purse: \$2.4 million

Yardage: 7,277; Par: 72

Final

S. Stricker, \$360,000	68-64-70-68-270
B. Andrade, \$176,000	68-67-69-72-276
P. Goydos, \$176,000	70-67-69-70-276
D. Toms, \$176,000	67-67-70-72-276
T. Byrum, \$115,200	71-69-66-71-277
P. Broadhurst, \$77,760	73-66-68-72-279
Lee Janzen, \$77,760	74-66-71-68-279
B. Langer, \$77,760	69-67-68-75-279
J. Maggert, \$77,760	69-73-71-66-279
W. Wood, \$77,760	69-71-70-69-279
B. Jobe, \$57,600	71-69-69-71-280

BETTING LINE

Pregame.com Line

Major League Baseball

Tuesday

	Line	Underdog	Line
Favorite Chicago	-125	CINCINNATI	+115
PHILADELPHIA	-108	Milwaukee	-102
New York	-152	WASHINGTON	+142
St. Louis	-114	ATLANTA	+104
ARIZONA	-141	Pittsburgh	+131
LA DODGERS	-160	San Diego	+150

American League

	Line	Underdog	Line
Favorite Cleveland	-178	CHICAGO	+166
NEW YORK	-227	Baltimore	+207
Houston	-185	DETROIT	+170
MINNESOTA	-120	LA Angels	+110
KANSAS CITY	-123	Texas	+113
Oakland	-110	SEATTLE	+100

Interleague

	Line	Underdog	Line
Favorite Tampa Bay	-138	MIAMI	+128
BOSTON	-226	Colorado	+206
Toronto	-110	SAN FRANCISCO	+100

NBA

Tuesday

	Line	O/U	Underdog
Favorite GOLDEN STATE	7	219	Portland

Wednesday

	Line	O/U	Underdog
Favorite MILWAUKEE	6	218	Toronto

National Hockey League

Tuesday

	Line	Underdog	Line
Favorite CAROLINA	-105	Boston	-105

TRANSACTIONS

Monday's Sports Transactions

BASEBALL

American League

NEW YORK YANKEES - Optioned OF Mike Tauchman to Scranton/Wilkes-Barre (IL). Placed RHP Jonathan Loaisiga on the 10-day IL, retroactive to Friday. Reinstated OF Aaron Hicks from the 10-day IL. Recalled RHP Chance Adams from Scranton/Wilkes-Barre.
OAKLAND ATHLETICS - Designated IF Kendrys Morales for assignment. Reinstated OF Mark Canha from the 10-day IL.
SEATTLE MARINERS - Optioned RHP Dan Altavilla to Arkansas (7A). Recalled RHP Austin Adams from Tacoma (PCL).

National League

NEW YORK METS - Sent RHP Neraldo Catalina to Tampa Bay to complete an earlier trade.

BASKETBALL

National Basketball Association

CLEVELAND CAVALIERS - Named John Beilein coach and signed him to a five-year contract.

FOOTBALL

National Football League

ARIZONA CARDINALS - Released CB Ryan Pulley and TE Jerome Washington. Signed S Tyler Sigler and RB Dontae Strickland.

BUFFALO BILLS - Released TE Jake Fisher and RB Keith Ford. Signed TE Lee Smith to a three-year contract and TE Moral Stephens, DT Quindarius Thigard, OL Garrett McGhin and S Abraham Wallace.

CHICAGO BEARS - Waived OL Tommy Doles. Signed TE Jesper Horsted.

CLEVELAND BROWNS - Waived RB Devante Mays. Signed RB L.J. Scott.

DENVER BRONCOS - Waived TE Temarrick Hemingway, DL Jaylen Johnson and Cashaud Lyons and OT Brian Wallace. Signed DL DeShawn Williams and Devon Sizer, TE Bug Howard and OL Nathan Jacobson.

DETROIT LIONS - Released LB Tre Williams. Signed LB Juwon Young.

INDIANAPOLIS COLTS - Signed S Khari Willis and CB Marvell Tell III.

LOS ANGELES CHARGERS - Re-signed NT Damion Square to a one-year contract.

MIAMI DOLPHINS - Signed CB Xavier Howard to a contract extension through the 2024 season.

NEW ENGLAND PATRIOTS - Released OL

Calvin Anderson and WR Xavier Ubosi. Signed WR Dontrelle Inman and OL Jared Veldheer.

NEW YORK GIANTS - Signed LB Ryan Connelly and WR Darius Slayton. Re-signed DT John Jenkins.

PHILADELPHIA EAGLES - Signed QB Cody Kessler and OL Stefan Wisniewski.

TENNESSEE TITANS - Waived/Injured DB Hamp Cheevers. Waived DBs Jonathan Crawford and Taj-Amir Jones and WR Isaac Zico. Agreed to terms with TE Parker Hesse, WRs Cody Hollister and Joseph Parker and DBs Kareem Orr, D'Andre Payne and LaDarius Wiley.

HOCKEY

National Hockey League

LOS ANGELES KINGS - Signed F Nikolai Prokhorkin to a one-year, entry-level contract.

NEW JERSEY DEVILS - Signed F Fabian Zetterlund and Mikhail Maltsev to three-year, entry-level contracts.

SOCCER

Major League Soccer

COLUMBUS CREW - Signed F Gyasi Zardes to a multiyear contract extension.

COLLEGE

IOWA STATE - Announced junior men's basketball G Jayan Johnson is transferring from Iowa State.

PENN STATE - Announced the resignation of women's tennis coach Chris Cagle.



Legal Notices



Beer & Liquor License



Beer & Liquor License

ABC NOTICE FOR THE STATION LLC
TRADING AS: THE STATION LLC
Address: 101 CRAIG STREET
CRAIGSVILLE, VA 24430-2130
COUNTY - AUGUSTA

The above establishment is applying to the VIRGINIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) AUTHORITY for a Wine and Beer OFF premises license to sell or manufacture alcoholic beverages.

Dated: 5/3/2019

PARTNERS/CORPORATE OFFICERS: CHRIS GOBLE AND MARY WHITE

NOTE: Objections to this license must be submitted to ABC no later than 30 days from the publishing date of the first of two required newspaper legal notices. Objections should be registered at www.abc.virginia.gov or 800-552-3200.



Legal Notices

NOTICE OF PUBLIC HEARINGS REGARDING TWO PROPOSED LEASES BY THE CITY OF STAUNTON LEASE TO STAUNTON BASEBALL, INC. AND LEASE TO HAPPY BIRTHDAY AMERICA, INC.

At the regular meeting of Staunton City Council to be held at 7:30 p.m. on May 23, 2019, in Council Chambers, first floor of City Hall, 116 West Beverley Street, Staunton, Virginia, Council will hold public hearings for the following:

- To consider an ordinance authorizing the City Manager to enter into an agreement with Staunton Baseball, Inc., to lease City property known as the John Moxie Memorial Baseball Stadium and facilities for the purposes, during summer months, of playing baseball during the Valley League Baseball season, including operation of a concession stand.
- To consider an ordinance authorizing the City Manager to enter into an agreement with Happy Birthday America, Inc., to lease City property to conduct Fourth of July-related activities in and around the Gypsy Hill Park complex and nearby area.

The proposed leases are authorized by City Charter Section 11, Second, and Virginia Code § 15.2-1800.

Copies of the proposed lease agreements are available for inspection and review during normal working hours at the office of the Clerk of Council and at the office of the City Manager.

All persons wishing to be heard at the public hearings are invited to attend. Hearing impaired persons desiring to attend the public hearing should contact the Clerk of Council at simmonsSF@stauntonva.gov to request an interpreter.

Suzanne P. Simmons
Clerk of Council

ATTACHMENT 3

DRAFT 05.06.19

Ordinance No. 2019 -

**AN ORDINANCE
AUTHORIZING THE APPROVAL
OF A LEASE AGREEMENT
BETWEEN THE CITY OF STAUNTON AND
HAPPY BIRTHDAY AMERICA, INC. FOR
HAPPY BIRTHDAY AMERICA'S BIRTHDAY CELEBRATION
2019 FOURTH OF JULY HOLIDAY ACTIVITIES**

Recitals

A. The City of Staunton owns and operates what is commonly known as Gypsy Hill Park;

B. Happy Birthday America, Inc. (HBA) is a privately organized and operated organization that has requested a lease agreement for charitable and educational purposes to sponsor and conduct Fourth of July-related activities for the year 2019;

C. HBA's Fourth of July activities provide the City and its residents with valuable civic, educational, and recreational opportunities;

D. The Council of the City of Staunton has conducted a public hearing regarding the proposed lease agreement;

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA that it authorizes the lease agreement between the City of Staunton and Happy Birthday America, Inc. to sponsor and conduct Fourth of July-related activities for the year 2019; and it is

FURTHER ORDAINED that the Staunton City Manager is authorized to execute the lease agreement with such modifications and in final form as approved by the City Attorney.

Introduced:

Adopted:

Effective Date:

Carolyn W. Dull, Mayor

ATTACHMENT 3

DRAFT 05.06.19

47 ATTEST: _____
48 Suzanne F. Simmons
49 Clerk of Council
50

DRAFT

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	May 23, 2019	Staff Member: Chris Tuttle
Item #	6 & C	
Ordinance #		
Department:	Parks and Recreation	
Council Vision:	Culture	
Subject:	Public Hearing and Consideration of an Ordinance Authorizing the Lease Agreement between City of Staunton and Staunton Baseball, Inc. for the Limited Use of Baseball Field and Operation of Concession Rights	

Background: The City intends to enter into a lease agreement with Staunton Baseball, Inc. for the lease of John Moxie Memorial Baseball Stadium and related facilities for the purposes of the 2019 Valley League baseball season and the operation of the concession stand at the stadium. Staunton Baseball, Inc. staff has requested access to office facilities beginning May 18, 2019. No field activity will take place until after May 23, 2019. The proposed lease agreement has been reviewed by the City Attorney with staff (Attachment 1). A public hearing is required, as properly noticed in *The News Leader* (Attachment 2). Subsequent to the public hearing, Council may consider the proposed lease agreement and proposed ordinance (Attachment 3).

City Manager's Recommendation: Conduct a public hearing and adopt the proposed ordinance authorizing the lease agreement and further authorizing the City Manager to execute the lease agreement upon final review and approval by the City Attorney.

Suggested Motion: I move that City Council adopt the ordinance authorizing approval of the lease agreement between the City of Staunton and Staunton Baseball, Inc. for the limited use of the baseball field and operation of concession rights retroactively to and including May 18, 2019,

and further authorizing the City Manager to execute the lease agreement with such modifications and in final form as approved by the City Attorney.

City Manager: Stephen F. Owen

**JOHN MOXIE MEMORIAL BASEBALL STADIUM
GYPSY HILL PARK
STAUNTON, VIRGINIA**

1. **Recitals.**

1.2. Staunton Baseball has requested the use of John Moxie Memorial Stadium (Stadium) for the purposes, during summer months, of playing baseball in the Valley League Baseball Season. A copy of a sketch of the stadium is attached and is labeled as **Exhibit A**.

1.4. After advertising and conducting a public hearing and after approval Council of the City of Staunton, Virginia, the City authorizes that the City (ities) shown on the aerial map annexed as **Exhibit B** be made available for using the designated parking area for non-exclusive use, because the Valley Ball program provides the City and its residents with a valued recreational ment opportunities during the summer. Nonetheless, it is stipulated that ball activities, including but not limited to scheduling, programming, and are not sponsored, not directed, and not managed by the City, instead being mpletely controlled by Staunton Baseball. It is also stipulated that any ng is within the sole and private, independent control and exercise of Staunton Baseball and any role of the City of Staunton is minimal, rely neutral logistical assistance, with no role whatsoever as to making splaying advertising or adopting or enforcing any requirements.

2. **Property.** The City hereby leases to Staunton Baseball and Staunton all hereby leases from the City, for the term of this Agreement, the Facilities.

Furthermore, the City also hereby grants unto Staunton Baseball, for the term of this Agreement, the sole and exclusive privilege to concession rights at the Stadium.

3. **Term.** The term of this Agreement shall be from May 18, 2019, to and including August 31, 2019, and rent shall be the sum of \$1.00 paid by Staunton Baseball to the City.

4. **Obligations of Staunton Baseball as to John Moxie Memorial Baseball Stadium.**

4.1. Staunton Baseball is required to perform all restroom cleaning within twelve (12) hours of the conclusion of any use of Facilities by Staunton Baseball. The City will provide cleaning supplies and materials for this purpose.

4.2. Staunton Baseball will have total responsibility for timely trash pickup during and after each use of Facilities through the Valley League season. All trash shall be properly deposited into containers to be readily accessible to the City's refuse service.

4.3. Staunton Baseball shall be responsible for the maintenance of the playing field, including the billboard fence, at its sole expense, with the exception that the City shall mow the field, including the infield, one (1) time each week. If Staunton Baseball requests additional mowing, the City will do so and, in its discretion, may invoice Staunton Baseball for all costs associated with the use and operation of equipment, the materials and the labor. Any such invoice shall be paid within ten (10) days by Staunton Baseball, and if not paid within such period, shall bear interest at the rate of 9% per annum.

4.4. Any other special requests by Staunton Baseball for the City to provide services will be invoiced to Staunton Baseball for all costs associated with the use and operation of the equipment, materials and labor. Such invoice shall be paid within ten (10) days by Staunton Baseball, and if not paid within such period, shall bear interest at the rate of 9% per annum.

4.5 Staunton Baseball shall comply with all applicable laws and regulations including those regarding signs.

5. **Obligations of Staunton Baseball as to Concession Rights.**

5.1. Staunton Baseball agree that the prices for items offered for sale are subject to review by the City and that any changes in approved items, prices and quality shall be submitted to review by the City's designee before implementation.

5.2. Staunton Baseball shall supply, at its expense, all equipment necessary for operation of concessions.

5.3. No advertising will be displayed on the exterior of any Facilities building.

5.4. Staunton Baseball shall be responsible for the cleaning of any part of the Facilities where concessions are conducted or used, to the sole satisfaction of the City's designee, such cleaning to be completed during the first daylight hours following each usage.

5.5. It is agreed that all concession operations shall be in strict accordance with the requirements of the Virginia Health Department.

5.6. Any concession personnel shall be uniformed in order that they are readily identifiable and will be required to be clean and neat in appearance.

5.7. No sound system used for advertising will be permitted on the premises.

5.8. Staunton Baseball shall provide responsible adult supervision of concession operations and sales staff at all times.

5.9. Staunton Baseball shall keep and verify an accurate accounting of all concessions receipts and expenditures, as well as make payment of applicable taxes and fees, and will make its records available for inspection by the City at such place and time as the City may designate.

6. **Staunton Baseball Business Operations Space; Water and Electricity.** The City shall furnish space at _____ to Staunton Baseball for the operation of its business, as space may be available, and the City will further furnish at the City's cost and expense water and electricity from the presently installed hookups for the use of Staunton Baseball.

7. **Use and Restrictions.** Staunton Baseball use of the Facilities for the season is subject to the following additional conditions:

7.1. The City hereby expressly reserves and excepts the use of the Facilities during the baseball season when, in the sole discretion of the City, the Facilities are needed for civic purposes, scheduled community recreation events, or other purposes, and the high school baseball team shall have the right, as a matter of priority, to practice and play games during its season, in the afternoons or evenings during the academic year. The City shall, when practicable, give at least twenty-four (24) hours' notice to Staunton Baseball of any conflict of events. In case of emergency or necessity, to be determined in the City's sole discretion, the City may take control of and use the Facilities without Staunton Baseball receiving notice.

7.2. Staunton Baseball will provide the City with a schedule for the season on or before June 1, 2019. After the schedule is submitted to the City, all changes

of dates and times must be submitted for approval by the City at least twenty-four (24) hours prior to such changes being made.

7.3. All games played at Facilities must end and the crowds dispersed no later than 11:30 p.m. local time.

7.4. The Facilities, and equipment therein, shall continue to be available at all times for the use of the City or its agents, or assignees, at all times other than those when it is in actual use by Staunton Baseball or otherwise permitted under the terms of this Agreement.

7.5. The City will be responsible for having Facilities, including the playing field, in a reasonable condition prior to the first scheduled Staunton Baseball Valley League home game for the season; however, the City disclaims any warranty about the condition of the Facilities, which are provided AS IS, and Staunton Baseball shall have the sole ongoing obligation to inspect and correct any deficiencies. Thereafter, the City will be responsible only for mowing the grass portions of the baseball field, one (1) time each week, during the season. The infield portion of the baseball field will be otherwise maintained by Staunton Baseball to the satisfaction of the City Superintendent of Parks. Should the maintenance otherwise of the infield portion of Facilities not be performed satisfactorily, the City's grounds crew will perform the maintenance and invoice Staunton Baseball for the associated cost, which must be paid by Staunton Baseball within ten (10) days of such invoice and if not paid within such period shall bear interest at the rate of 9% per annum.

7.6. Two (2) on-site visits will be conducted by, but not limited to, the following: Director of Recreation and Parks, as designee for the City, and the president/owner of Staunton Baseball, Inc. One visit will be conducted prior to the beginning of the baseball season and one visit after the conclusion of the season. The purpose of such visit is to observe the condition of Facilities at the time of transfer of maintenance responsibilities from the City to Staunton Baseball at the beginning of the season and from Staunton Baseball back to the City after conclusion of the baseball season.

7.7. Staunton Baseball agrees that in the event a celebration is scheduled by the City or by the "America's Birthday Celebration" on or about July 4, no baseball games or events will be scheduled by Staunton Baseball which will conflict with or distract from, in the sole discretion of the City, such events in or adjacent to such park, baseball field, or other recreational or transportation near the Stadium. No games will be scheduled during the period of July 1, 2019 through July 5, 2019, without prior permission of The City.

8. **Environmental Indemnification.**

8.1. Subject to the terms of subsections 8.1 through 8.6 of this Agreement, Staunton Baseball shall, at all times, indemnify, defend and hold harmless the City, its members of Council, officers, directors, agents and employees, against any and all demands, investigations, proceedings, claims, liens, suits, actions, debts, damages, costs, losses, obligations, judgments, and expenses (including reasonable attorney and other professional and non-professional fees) of any nature whatsoever, arising from or relating to any statutory or common law action based on a Release of any Hazardous Wastes or Toxic Substances (as hereinafter defined) unless due to the conduct of the City or a third party unaffiliated with Staunton Baseball; the threat of a Release of any Hazardous Wastes or Toxic Substances as set forth in CERCLA (as hereinafter defined) unless due to the conduct of the City or a third party unaffiliated with Staunton Baseball; or the presence of any Hazardous Wastes and/or Toxic Substances affecting Facilities, including without limitation any loss of value of, loss of use of or loss of income from Facilities as a result of any of the foregoing unless due to the conduct of the City or a third party unaffiliated with Staunton Baseball. Staunton Baseball obligation under this Agreement shall arise whether or not any governmental authority or individual has taken or threatened any action in connection with the presence of any Hazardous Wastes or Toxic Substances.

8.2. In the event the City or Staunton Baseball becomes aware of the presence of any Hazardous Wastes or Toxic Substances affecting Facilities in violation of any federal, state or local statute or regulation related to the protection of the environment, the management of Hazardous Wastes or the control of Toxic Substances, or Staunton Baseball's failure to comply with any of the requirements of any federal, state or local statute or regulation related to the protection of the environment, the management of Hazardous Wastes or the control of Toxic Substances, the City or Staunton Baseball, as applicable, shall immediately notify the other party orally, to be followed immediately by written confirmation.

8.3. In the event of any Release or the presence of any Hazardous Wastes or Toxic Substances affecting Facilities, or in the event Staunton Baseball shall fail to comply with any of the requirements of any federal, state or local statute or regulation related to the protection of the environment, the management of Hazardous Wastes or the control of Toxic Substances, unless any of the aforesaid is due solely to the conduct of the City or a third party unaffiliated with Staunton Baseball, Staunton Baseball shall, using commercially reasonable, good faith efforts, diligently proceed to restore Facilities to the original condition existing as of the date of this Agreement. If Staunton Baseball fails to use its commercially reasonable, good faith efforts or to diligently pursue restoration of Facilities, the City may, at its election, and at Staunton Baseball's cost and expense, but without the obligation to do so, give such notice and/or cause such work to be performed at Facilities and/or take any and all other actions as the City shall deem necessary to restore Facilities to the original condition existing as of the date of this Agreement.

225 8.4. "Hazardous Wastes" shall have the same meaning as set forth in
226 the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq. and
227 the regulations promulgated thereunder and in the Virginia Hazardous Waste
228 Management Regulations, all as amended from time to time. The term "Toxic
229 Substances" shall include all substances defined pursuant to Section 101(14) of the
230 Comprehensive Environmental Response, Compensation and Liability Act of 1980
231 ("CERCLA"), 42 U.S.C. § 9601(14), as amended from time to time, without limitation,
232 however, as to the quantity of substances released. Further, the term "Toxic Substances"
233 shall also include petroleum as defined at 42 U.S.C. § 6991(8), whether contained above
234 or below ground, and shall include asbestos contained in or comprising building materials
235 or building components. The term "Release" shall have the same meaning as set forth at
236 42 U.S.C. § 9601(22).

237
238 8.5. The obligations of both the City and Staunton Baseball under this
239 section shall survive termination or expiration of the Agreement.
240

241 9. **General Indemnity and Hold Harmless.** Staunton Baseball shall
242 indemnify, defend and hold harmless the City, its members of Council, officers, directors,
243 agent and employees, against and from any and all demands, claims, liens, suits, actions,
244 debts, damages, costs, losses, obligations, judgments and expenses (including reasonable
245 attorney and other professional and non-professional fees) arising out of, or resulting
246 from, any and all injuries to persons or property by reason of Staunton Baseball's use of
247 Facilities and by reason of the use or act of any person, firm, or corporation operating
248 upon the Facilities with Staunton Baseball's permission. The term "Staunton Baseball's
249 use of the Facilities" means all those activities, events, equipment, displays,
250 performances, and concessions constituting the uses referred to in this Agreement. This
251 provision shall survive termination or expiration of this Agreement.
252

253 10. **Insurance.**
254

255 10.1. Staunton Baseball shall at all times during the term hereof, at its
256 own expense, maintain and keep in effect a comprehensive general liability insurance
257 policy. The amount of such insurance shall not be less than \$1,000,000.00, combined
258 single limit for personal injury or property damage. The policy shall name the City as an
259 additional insured, as its interest may appear. No policy may be cancelled or materially
260 amended without at least thirty (30) days prior written notice to the City.
261

262 10.2. The policy shall contain an endorsement or agreement by the
263 insurer that any loss shall be payable in accordance with the terms of such policy
264 notwithstanding any act or negligence of the City or Staunton Baseball which might
265 otherwise result in the forfeiture of the insurance and the further agreement of the insurer
266 waiving all rights of set off, counterclaim or deduction against the City or Staunton
267 Baseball.
268

10.3. The insurance required by this section shall be carried with an insurance company licensed to do business in the Commonwealth of Virginia and rated no less than A- by A.M. Best. A certified copy of the insurance policy or other evidence of current coverage reasonably satisfactory to the City shall be delivered to the City prior to entering into or occupying Facilities. In the event of the failure of Staunton Baseball to procure the required insurance, to pay the premiums thereon, or to properly maintain and keep the insurance in force, the City shall have the right and privilege, but not the obligation, to procure the insurance and to pay the premiums thereon, which amounts shall be due and payable within ten (10) days of written demand from the City to Staunton Baseball and if not paid within such period shall bear interest at the rate of 9% per annum.

11. **Damage or Destruction of Facilities.**

11.1. If Facilities are damaged by fire or other casualty, this Agreement, and all obligations hereunder, shall immediately terminate.

11.2. All insurance proceeds shall be paid to and become the sole property of the City.

12. **Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given by delivery in person, mailed by courier or sent by facsimile and confirmed by telephone, or by registered or certified mail (postage prepaid, return receipt requested) or as subsequently designated otherwise as follows:

To the City:

The City of Staunton
Attention: City Manager and
Chief Finance Officer
116 W. Beverley St. (24401)
P. O. Box 58
Staunton, VA 24402-0058
Fax: 540-851-4000

With a copy to:

City Attorney
116 W. Beverley St. (24401)
P. O. Box 58
Staunton, VA 24402-0058
Fax: 540-851-4001

To Staunton Baseball:

Staunton Baseball, Inc.
Attention: Lance Mauck 7505 Iroquois
Ave. Baltimore, MD 21219
E-mail: stauntonbraves@gmail.com

314
315 13. **Termination.** The City reserves the right to terminate this agreement at
316 any time on at least twenty-four (24) hours' written notice to Staunton Baseball upon
317 default of Staunton Baseball on any condition therein set forth, or upon violation by
318 Staunton Baseball of any ordinances of the City or any laws of the State of Virginia or of
319 the United States. It is expressly understood that the City shall have the right to terminate
320 this agreement if it reasonably believes Staunton Baseball to be in violation of any
321 ordinances or laws as aforesaid, and Staunton Baseball hereby waives any claim for any
322 damages resulting from termination of this Agreement as aforesaid even though it should
323 subsequently be shown that Staunton Baseball was not, in fact, in violation.
324

325 14. **Successors and Assigns.** This Agreement shall be binding upon and inure
326 to the benefit of successors in interest and permitted assigns of the City and Staunton
327 Baseball. Staunton Baseball assures the City, that this transaction is authorized. This
328 Agreement may not be assigned, nor any performance of any duty hereunder be delegated
329 by either the City or Staunton Baseball without the prior written consent of the other.
330 This Agreement is for the use of Facilities by Staunton Baseball as part of the Valley
331 League only and shall not be used for baseball in any other league by Staunton Baseball
332 without the approval of the City.
333

334 15. **Severability.** If any provision, clause or part of this Agreement or the
335 application thereof under certain circumstances is held invalid or unenforceable for any
336 reason, the remainder of this Agreement, or the application of such provision, clause or
337 part under other circumstances, shall not be affected thereby.
338

339 16. **Immunity.** Nothing in this Agreement shall be construed or interpreted to
340 be a waiver of any sovereign or other immunity of the City, its council members,
341 officials, employees, agents or responsible parties or of Staunton Baseball.
342

343 17. **No Third-Party Beneficiary.** This Agreement is not intended to and
344 shall not be construed to create any third-party beneficiary.
345

346 18. **Waiver of Trial by Jury.** The City and Staunton Baseball each hereby
347 waive any and all right to trial by jury in any matter arising out of or in any way
348 connected with this Agreement.
349

350 19. **Appropriations.** The obligations of the City are subject to and contingent
351 upon sufficient annual appropriations of funds by the City Council for the purpose of this
352 Agreement.
353

354 20. **Governing Law and Forum Selection.** This Agreement shall be
355 governed by and construed under the laws of the Commonwealth of Virginia, without
356 reference to its conflicts of laws, rules or principles. The City and Staunton Baseball
357 agree that any proceeding connected with the subject matter of this Agreement or
358 otherwise related to the rights of either party, contractual or extra-contractual, shall be

instituted or filed and maintained by each and both of them, unless required otherwise by law, solely in the General District or Circuit Court of the City of Staunton, Virginia.

21. **Applications, Construction and Interpretation; captions.** This Agreement will be applied, construed and interpreted without any regard to any rule or principle of construction concerning the drafting or authorship of the Agreement. The headings or captions in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of the provisions.

22. **Entire Agreement; Amendments.** The City and Staunton Baseball acknowledge that no representation, promise, inducement or agreement not herein expressed has been made in connection with this Agreement. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. They acknowledge that this Agreement and any documents which are to be executed in connection herewith pursuant to the terms of the Agreement contain the entire agreement between them regarding the subject matter thereof and supersede and replace any and all prior oral and written agreements, arrangements or understandings between them hereto relating to the subject matter hereof. This Agreement may be amended only by a written instrument signed on behalf of the City, as duly authorized, and by Staunton Baseball.

WITNESS the following signatures and seals.

The City of Staunton

Stephen F. Owen, City Manager

Date: _____

Staunton Baseball, Inc.

Lance Mauck, President

Date: _____



Exhibit A

1 inch = 169 feet



4/12/2018

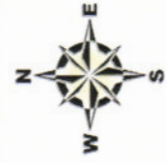
Data and scale shown on this map are provided for planning and informational purposes only. STAUNTON (VA) and Vision Government Solutions are not responsible for any use for other purposes or misuse or misrepresentation of this information.



1. Stadium Field
2. Concessions
3. Parking Facility
4. Restrooms

Exhibit B

1 inch = 200 feet



Data and scale shown on this map are provided for planning and informational purposes only. STAUNTON (VA) and Vision Government Solutions are not responsible for any use for other purposes or misuse or misrepresentation of this information.

4/12/2018

2-person team shotgun at 8 at 1 p.m.	Chicago Kansas City	18 14	21 27	462 341	7 12
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West Division

	W	L	Pct	GB
Houston	26	15	.634	-
Los Angeles	19	21	.475	6 1/2
Seattle	20	23	.465	7
Oakland	19	23	.452	7 1/2
Texas	17	21	.447	7 1/2

Sunday's Games

Baltimore 5, L.A. Angels 1
Boston 11, Seattle 2
Chicago White Sox 5, Toronto 1
N.Y. Yankees 7, Tampa Bay 1
Detroit 5, Minnesota 3
Houston 15, Texas 5
Philadelphia 6, Kansas City 1
Cleveland 5, Oakland 3

Monday's Games

Baltimore at N.Y. Yankees, late
Houston at Detroit, late
L.A. Angels at Minnesota, late
Cleveland at Chicago White Sox, late
Oakland at Seattle, late

Tuesday's Games

Cleveland (Carrasco 3-3) at Chicago White Sox (Bañuelos 2-2), 2:10 p.m.
Baltimore (Cashner 4-1) at N.Y. Yankees (Happ 2-3), 6:35 p.m.
Colorado (Freeland 2-5) at Boston (Sale 1-5), 7:10 p.m.
Houston (Miley 3-2) at Detroit (Carpenter 0-1), 7:10 p.m.
Tampa Bay (Morton 3-0) at Miami (Smith 3-0), 7:10 p.m.
L.A. Angels (Pena 2-1) at Minnesota (Gibson 3-1), 7:40 p.m.
Texas (Miller 1-2) at Kansas City (Duffy 1-1), 8:15 p.m.
Toronto (Thornton 0-4) at San Francisco (Holland 1-4), 9:45 p.m.
Oakland (Anderson 4-2) at Seattle (Leake 2-4), 10:10 p.m.

National League

	W	L	Pct	GB
Philadelphia	23	16	.590	-
Atlanta	21	20	.512	3
New York	19	20	.487	4
Washington	16	24	.400	7 1/2
Miami	10	29	.256	13

Central Division

	W	L	Pct	GB
Chicago	24	14	.632	-
Milwaukee	24	18	.571	2
Pittsburgh	20	17	.541	3 1/2
St. Louis	22	19	.537	3 1/2
Cincinnati	18	23	.439	7 1/2

West Division

	W	L	Pct	GB
Los Angeles	27	16	.628	-
Arizona	22	19	.537	4
San Diego	22	19	.537	4
Colorado	19	21	.475	6 1/2
San Francisco	17	23	.425	8 1/2

Sunday's Games

Miami at N.Y. Mets, ppd.
Philadelphia 6, Kansas City 1
Pittsburgh 10, St. Louis 6
Colorado 10, San Diego 7
San Francisco 6, Cincinnati 5
Atlanta 5, Arizona 3
L.A. Dodgers 6, Washington 0
Chicago Cubs 4, Milwaukee 1

Monday's Games

Milwaukee at Philadelphia, late
Pittsburgh at Arizona, late

Tuesday's Games

Chicago Cubs (Hendricks 2-4) at Cincinnati (Roark 3-1), 6:40 p.m.
Milwaukee (Woodruff 5-1) at Philadelphia (Erickoff 2-1), 7:05 p.m.
N.Y. Mets (Syndergaard 2-3) at Washington (Hellickson 2-1), 7:05 p.m.
Colorado (Freeland 2-5) at Boston (Sale 1-5), 7:10 p.m.
Tampa Bay (Morton 3-0) at Miami (Smith 3-0), 7:10 p.m.
St. Louis (Flaherty 3-2) at Atlanta (Salvendy 0-2), 7:10 p.m.
Pittsburgh (Mason 1-4) at Arizona (Weaver 3-1), 9:40 p.m.
Toronto (Thornton 0-4) at San Francisco (Holland 1-4), 9:45 p.m.
San Diego (Paddack 2-1) at L.A. Dodgers (Kershaw 2-0), 10:10 p.m.

MLS

Wednesday, May 15

D.C. United at Toronto FC, 8 p.m.
Portland at Houston, 8:30 p.m.
Atlanta at Vancouver, 10 p.m.
Orlando City at Seattle, 10:30 p.m.

GOLF

Regions Tradition Scores

Monday

At Greystone G&CC
Birmingham, Ala.

Purse: \$2.4 million

Yardage: 7,277; Par: 72

Final

S. Stricker, \$360,000	68-64-70-68-270
B. Andrade, \$176,000	68-67-69-72-276
P. Goydos, \$176,000	70-67-69-70-276
D. Toms, \$176,000	67-67-70-72-276
T. Byrum, \$115,200	71-69-66-71-277
P. Broadhurst, \$77,760	73-66-68-72-279
Lee Janzen, \$77,760	74-66-71-68-279
B. Langer, \$77,760	69-67-68-75-279
J. Maggert, \$77,760	69-73-71-66-279
W. Wood, \$77,760	69-71-70-69-279
B. Jobe, \$57,600	71-69-69-71-280

BETTING LINE

Pregame.com Line

Major League Baseball

Tuesday

	Line	Underdog	Line
Favorite Chicago	-125	CINCINNATI	+115
PHILADELPHIA	-108	Milwaukee	-102
New York	-152	WASHINGTON	+142
St. Louis	-114	ATLANTA	+104
ARIZONA	-141	Pittsburgh	+131
LA DODGERS	-160	San Diego	+150

American League

	Line	Underdog	Line
Favorite Cleveland	-178	CHICAGO	+166
NEW YORK	-227	Baltimore	+207
Houston	-185	DETROIT	+170
MINNESOTA	-120	LA Angels	+110
KANSAS CITY	-123	Texas	+113
Oakland	-110	SEATTLE	+100

Interleague

	Line	Underdog	Line
Favorite Tampa Bay	-138	MIAMI	+128
BOSTON	-226	Colorado	+206
Toronto	-110	SAN FRANCISCO	+100

NBA

Tuesday

	Line	O/U	Underdog
Favorite GOLDEN STATE	7	219	Portland

Wednesday

	Line	O/U	Underdog
Favorite MILWAUKEE	6	218	Toronto

National Hockey League

Tuesday

	Line	Underdog	Line
Favorite CAROLINA	-105	Boston	-105

TRANSACTIONS

Monday's Sports Transactions

BASEBALL

American League

NEW YORK YANKEES — Optioned OF Mike Tauchman to Scranton/Wilkes-Barre (IL). Placed RHP Jonathan Loaisiga on the 10-day IL, retroactive to Friday. Reinstated OF Aaron Hicks from the 10-day IL. Recalled RHP Chance Adams from Scranton/Wilkes-Barre.
OAKLAND ATHLETICS — Designated IF Kendrys Morales for assignment. Reinstated OF Mark Canha from the 10-day IL.
SEATTLE MARINERS — Optioned RHP Dan Altavilla to Arkansas (7A). Recalled RHP Austin Adams from Tacoma (PCL).

National League

NEW YORK METS — Sent RHP Neraldo Catalina to Tampa Bay to complete an earlier trade.

BASKETBALL

National Basketball Association

CLEVELAND CAVALIERS — Named John Beilein coach and signed him to a five-year contract.

FOOTBALL

National Football League

ARIZONA CARDINALS — Released CB Ryan Pulley and TE Jerome Washington. Signed S Tyler Sigler and RB Dontae Strickland.

BUFFALO BILLS — Released TE Jake Fisher and RB Keith Ford. Signed TE Lee Smith to a three-year contract and TE Moral Stephens, DT Quindarius Thigard, OL Garrett McGhin and S Abraham Wallace.

CHICAGO BEARS — Waived OL Tommy Doles. Signed TE Jesper Horsted.

CLEVELAND BROWNS — Waived RB Devante Mays. Signed RB L.J. Scott.

DENVER BRONCOS — Waived TE Temarrick Hemingway, DL Jaylen Johnson and Cashaud Lyons and OT Brian Wallace. Signed DL DeShawn Williams and Devon Sizer, TE Bug Howard and OL Nathan Jacobson.

DETROIT LIONS — Released LB Tre Williams. Signed LB Juwon Young.

INDIANAPOLIS COLTS — Signed S Khari Willis and CB Marvell Tell III.

LOS ANGELES CHARGERS — Re-signed NT Damion Square to a one-year contract.

MIAMI DOLPHINS — Signed CB Xavier Howard to a contract extension through the 2024 season.

NEW ENGLAND PATRIOTS — Released OL

Calvin Anderson and WR Xavier Ubosi. Signed WR Dontrelle Inman and OL Jared Veldheer.

NEW YORK GIANTS — Signed LB Ryan Connelly and WR Darius Slayton. Re-signed DT John Jenkins.

PHILADELPHIA EAGLES — Signed QB Cody Kessler and OL Stefan Wisniewski.

TENNESSEE TITANS — Waived/Injured DB Hamp Cheevers. Waived DBs Jonathan Crawford and Taj-Amir Jones and WR Isaac Zico. Agreed to terms with TE Parker Hesse, WRs Cody Hollister and Joseph Parker and DBs Kareem Orr, D'Andre Payne and LaDarius Wiley.

HOCKEY

National Hockey League

LOS ANGELES KINGS — Signed F Nikolai Prokhorkin to a one-year, entry-level contract.

NEW JERSEY DEVILS — Signed F Fabian Zetterlund and Mikhail Maltsev to three-year, entry-level contracts.

SOCCER

Major League Soccer

COLUMBUS CREW — Signed F Gyasi Zardes to a multiyear contract extension.

COLLEGE

IOWA STATE — Announced junior men's basketball G Jayvan Johnson is transferring from Iowa State.

PENN STATE — Announced the resignation of women's tennis coach Chris Cagle.



Legal Notices

Legal Notices

Beer & Liquor License

ABC NOTICE FOR THE STATION LLC
TRADING AS: THE STATION LLC
Address: 101 CRAIG STREET
CRAIGSVILLE, VA 24430-2130
COUNTY - AUGUSTA

The above establishment is applying to the VIRGINIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) AUTHORITY for a Wine and Beer OFF premises license to sell or manufacture alcoholic beverages.

Dated: 5/3/2019

PARTNERS/CORPORATE OFFICERS: CHRIS GOBLE AND MARY WHITE

NOTE: Objections to this license must be submitted to ABC no later than 30 days from the publishing date of the first of two required newspaper legal notices. Objections should be registered at www.abc.virginia.gov or 800-552-3200.

0003545372-01



Legal Notices

Legal Notices

Legal Notices

NOTICE OF PUBLIC HEARINGS
REGARDING TWO PROPOSED LEASES
BY THE CITY OF STAUNTON
LEASE TO STAUNTON BASEBALL, INC.
AND
LEASE TO HAPPY BIRTHDAY AMERICA, INC.

At the regular meeting of Staunton City Council to be held at 7:30 p.m. on May 23, 2019, in Council Chambers, first floor of City Hall, 116 West Beverley Street, Staunton, Virginia, Council will hold public hearings for the following:

- To consider an ordinance authorizing the City Manager to enter into an agreement with Staunton Baseball, Inc., to lease City property known as the John Moxie Memorial Baseball Stadium and facilities for the purposes, during summer months, of playing baseball during the Valley League Baseball season, including operation of a concession stand.
- To consider an ordinance authorizing the City Manager to enter into an agreement with Happy Birthday America, Inc., to lease City property to conduct Fourth of July-related activities in and around the Gypsy Hill Park complex and nearby area.

The proposed leases are authorized by City Charter Section 11, Second, and Virginia Code § 15.2-1800.

Copies of the proposed lease agreements are available for inspection and review during normal working hours at the office of the Clerk of Council and at the office of the City Manager.

All persons wishing to be heard at the public hearings are invited to attend. Hearing impaired persons desiring to attend the public hearing should contact the Clerk of Council at simmonsSF@stauntonva.gov to request an interpreter.

Suzanne P. Simmons
Clerk of Council

0003545372-01

ATTACHMENT 3

DRAFT 05.06.19

Ordinance No. 2019 -

AN ORDINANCE
AUTHORIZING THE APPROVAL OF A LEASE AGREEMENT BETWEEN
THE CITY OF STAUNTON AND STAUNTON BASEBALL, INC.
FOR THE LIMITED USE OF BASEBALL FIELD
AND OPERATION OF CONCESSION RIGHTS

Recitals

A. The City of Staunton owns and operates John Moxie Memorial Baseball Stadium in Gypsy Hill Park;

B. Staunton Baseball, Inc. is a privately organized and operated organization that has requested a lease agreement for the use of John Moxie Memorial Baseball Stadium for the purposes, during summer months, of playing baseball during the Valley League Baseball Season, including the operation of a concession stand;

C. The Valley Baseball League program provides the City and its residents with valued recreational and entertainment opportunities during the summer;

D. The Council of the City of Staunton has conducted a public hearing regarding the proposed lease agreement;

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA that it authorizes the lease agreement between the City of Staunton and Staunton Baseball, Inc. for the limited use of the baseball field and operation of concession rights retroactively to and including May 18, 2019; and it is

FURTHER ORDAINED that the Staunton City Manager is authorized to execute the lease agreement with such modifications and in final form as approved by the City Attorney.

Introduced:

Adopted:

Effective Date:

Carolyn W. Dull, Mayor

ATTEST: _____
Suzanne F. Simmons
Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	May 23, 2019	Staff Member: Jeanne Colvin
Item #	7 & E	
Ordinance #		
Department:	Budget Office	
Council Vision:	Responsive, Efficient Government	
Subject:	Discussion and Introduction of an Ordinance to Amend the FY2019 Budget Ordinance for the City of Staunton by Adding Budget Amendment Number Three Attachment: PDF Budget Amendment	

Background: The third budget amendment for fiscal year 2019 has been prepared for your review, discussion and discussion. The total budget amendment equals \$274,448. The introduction is scheduled for this meeting. Consideration of the ordinance is scheduled for June 13, 2019. No public hearing is required or advertised because the amendment is less than one percent of the total adopted FY2019 budget.

School Budget Amendment—\$274,448

The Education Fund amendment, totaling \$224,448, appropriates \$179,448 for additional state grant funds for math instructional programs at Shelburne Middle School, and \$45,000 for general revenues for E-Rate reimbursement revenues to purchase computer supplies.

The Cafeteria Fund amendment appropriates \$50,000 from the Chef Anne Foundation Grant to purchase a new point of sale system and food supplies for cafeteria operations.

City Manager's Recommendation: Recommend the ordinance be introduced as presented.

Suggested Motion: I move to introduce an ordinance amending the fiscal year 2019 budget by adding Budget Amendment Number Three, totaling \$274,448.

City Manager: Stephen F. Owen

**STAUNTON CITY SCHOOLS
FY 2019 BUDGET
AMENDMENT NO. 3**

EDUCATION FUND		REVENUE	EXPENDITURE
SCHOOL IMPROVEMENT GRANT-SHELBURNE MIDDLE SCHOOL			
To appropriate additional grant funds for the Shelburne Middle School math improvement program			
	900300-*****-SIG00	\$ 179,448	
Teacher Salary	91312195-51120-SIG00		57,360
Substitute Teachers	91312195-51520-SIG00		2,250
Supplemental Salary	91312195-51620-SIG00		25,285
Group Life Insurance-VRS	91312195-52001-SIG00		751
Health Insurance	91312195-52005-SIG00		4,295
Social Security-FICA	91312195-52010-SIG00		6,474
Retirement-VRS	91312195-52020-SIG00		8,994
Health Insurance Credit-VRS	91312195-52023-SIG00		689
Workers Compensation	91312195-52025-SIG00		25
Unemployment-VEC	91312195-52030-SIG00		20
Other Purchased Services	91312195-53569-SIG00		72,305
Education Supplies	91312195-56013-SIG00		1,000
TOTAL STATE AND FEDERAL GRANT PROGRAMS		\$ 179,448	\$ 179,448
LOCAL GENERAL REVENUE/PROGRAMS			
E-RATE			
To appropriate additional funds received for E-Rate reimbursement			
E-Rate Reimbursement	900100-40403	\$ 45,000	
Additional computers	97109095-58207		\$ 45,000
TOTAL LOCAL GENERAL REVENUE/PROGRAMS		\$ 45,000	\$ 45,000
TOTAL EDUCATION FUND		\$ 224,448	\$ 224,448

CAFETERIA FUND		REVENUE	EXPENDITURE
CHEF ANNE FOUNDATION GRANT			
To appropriate additional grant funds from the Chef Anne Foundation Grant for the Cafeteria Fund for a point of sale system and food supplies.			
Other Grants	930300-40587	\$ 50,000	
Other Purchased Services	H51090000-53569-CHEF		\$ 50,000
TOTAL CAFETERIA FUND		\$ 50,000	\$ 50,000

TOTAL BUDGET AMENDMENT NO. 3	\$ 274,448	\$ 274,448
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CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	May 23, 2019	Doug Guynn City Attorney
Item #	8	
Ordinance #		
Department:	City Attorney	
Subject:	Closed Meeting for Consultation and Discussion with Legal Counsel for Necessary Legal Advice Regarding Aspects of the Process Related to City Council's Closed Meeting(s) for Conducting City Manager Candidate Interviews in a Possible Undisclosed Location(s)	

Suggested Motion:

I move to enter a closed meeting for consultation and discussion with legal counsel for necessary legal advice regarding aspects of the process related to City Council's closed meeting(s) for conducting city manager candidate interviews in a possible undisclosed location(s), 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 Council
WORK SESSION
April 25, 2019
5:00 p.m.

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

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

1. Consideration of Work Session and Regular Meeting Agendas

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

Dr. Harrington 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:

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

2. Presentation by Shenandoah Green

At the invitation of Mayor Carolyn Dull, representatives of Shenandoah Green made a presentation to City Council about the organization and its activities. Carolyn Sheridan stated Shenandoah Green is working on solutions to reduce plastic consumption and ways to educate citizens on recycling materials. Barbara Brothers presented information regarding the benefits of composting. Another representative stated Staunton had been selected by AGU's Thriving Earth Exchange, which is comprised of scientists working with citizen-based projects around the world. He noted Staunton was chosen as one of 100 cities and will receive free scientific help over the next two years for help with plastic waste. He also presented information regarding future and current legislation.

Mayor Dull stated she is a big fan of science and that it is smart to be looking at the advocacy on the state level. She noted she is impressed with Shenandoah Green.

Dr. Harrington thanked the members for their presentation.

Dr. Curren encouraged the representatives to look at energy conservation as well as energy production facilities.

Mayor Dull stated members appreciated Shenandoah Green defending City Council.

49 **3. Discussion of a Resolution Cancelling June 27, 2019 City Council Meeting**

50
51 Steve Owen, City Manager, stated in the past years City Council has cancelled one or two summer
52 meetings. By adoption of a resolution dated July 2, 2018, City Council established its meeting
53 schedule for fiscal years 2019 and 2020. The schedule includes a meeting on Thursday, June 27,
54 2019. Department heads have indicated that they will have no matters requiring City Council
55 action at the June 27 meeting. Accordingly, it is recommended that Council consider cancellation
56 of its regular meeting on that date. The cancellation will also allow Steve Owen and Steve
57 Rosenberg to participate fully in the Virginia Local Government Management Association
58 (VLGMA) conference, Wednesday, June 19, through Friday, June 21, when they would otherwise
59 need to prepare and issue an agenda package during the same timeframe. State law requires the
60 adoption of a resolution to cancel the meeting.

61
62 Dr. Harrington asked if there would be any advantage to also propose cancelling the July 25, 2019
63 meeting.

64
65 Mr. Owen stated Council could amend the motion that had been prepared.

66
67 Dr. Harrington stated he would propose an amendment to the motion that would include the July
68 25, 2019 meeting.

69
70 Steve Rosenberg, Deputy City Manager, stated an alternative would be to deal with the June
71 meeting tonight and then gauge the work flow for the July and August meetings ahead of time.

72
73 Dr. Harrington then withdrew his amendment and proposed that only the June 27, 2019 be dealt
74 with.

75
76 This will be Item E on the Regular meeting agenda.

77
78 **4. Discussion of a Resolution Consenting to the School Board Entering into a Construction**
79 **Contract with Nielsen Builders, Inc. and Such Other Contracts Related to the High**
80 **School Construction Project**

81
82 Jeanne Colvin, Budget Manager, stated this item is for consideration of a resolution asking for
83 Council's consent for the Staunton City School Board to enter into a contract with Nielsen
84 Builders, Inc. for the construction, equipping, and furnishings for the high school construction
85 project.

86
87 Ms. Colvin stated the School Board will meet on April 29, 2019, to consider the contract as well
88 as a budget amendment for their part of the money for the entire project. She noted both parts
89 from the City and School Board will be in the City bond. Ms. Colvin stated the budget amendment
90 would appear before Council on May 9, 2019, with a public hearing being conducted, and adoption
91 on May 23, 2019.

92
93 Ms. Colvin stated on April 19, 2019, the School Board, after discussion, voted to adopt a resolution
94 seeking consent from Council to execute a construction contract with Nielsen.

95
96 This will be Item F on the Regular meeting agenda.

97

5. **Discussion of Conservation Easement on Property Adjacent to Betsy Bell Mountain Park**

Mr. Rosenberg introduced via conference call Stephen Lemon, an attorney with Martin, Hopkins, and Lemon of Roanoke, engaged by the City as special counsel in connection with the proposed conservation easement, as well as David Lionberger, an attorney with Hirschler Fleischer of Richmond, representing GAE, LLC and members of the Dahl family, current owners of the property.

Mr. Rosenberg stated Council had been briefed about this item previously, most recently in 2017. He noted the proposed parcel consists of 36 acres of land near the intersection of Statler Boulevard and Richmond Avenue, immediately adjacent to the City's Betsy Bell Wilderness Park. The property, identified by the City as Parcel ID No. 100767, is presently designated in the *Comprehensive Plan* for residential development.

Mr. Rosenberg stated the City was approached by the Dahl family and GAE, LLC early in 2017, with a proposal that a conservation easement be conveyed to the City that would encumber the property and limit uses of the property.

Mr. Rosenberg then invited Mr. Lemon to brief Council. Mr. Lemon stated he had been dealing with conservation easements throughout the Commonwealth since 1995. He noted he had been asked to assist the City in evaluating and negotiating a potential gift of a conservation easement from the Dahl family on the property.

Mr. Lemon noted that conservation easements are common throughout the Commonwealth of Virginia. He stated conservation easements set out a set of restrictions that the landowner voluntarily puts on the property to protect it from future development. He noted the restrictions are enforceable by the holder of the easement. In this case, the City of Staunton would be the party to hold and enforce the restrictions, which are perpetual. Mr. Lemon stated the City will have both the right and responsibility to monitor the property, which usually comes in the form of an annual inspection by City staff. He noted if violations are found, and the City is unable to work it out with the property owner, then the City would enforce the restrictions that are being granted in favor of the public.

Mr. Lemon stated the goal is to preserve the conservation values of the property. In this case, the main conservation value that is being protected by this offered gift are the views from Betsy Bell and Mary Gray Wilderness Parks. He stated the easement will also act as a buffer against current and future development encroaching on those parks. Mr. Lemon stated this is complex given that this is an urban property adjoining a park and the potential value of the gift. He noted the Virginia Department of Conservation and Recreation (DCR) has confirmed the conservation values—the viewshed that will be protected through the easement if accepted by City Council—as well as the appropriateness of the restrictions provided in the easement draft to protect those values.

Mr. Lemon stated the easement will preserve the 36-acre tract in its undeveloped state and will limit its future use to agriculture and recreational activities. Things prohibited by the easement include restriction on subdivision of the property and construction of residences, and the only physical improvements allowed are for park facilities with the possibility of alt-energy structures sized to serve the permitted uses only on the property. Mr. Lemon stated any future logging of the property, after the easement is granted, is covered by the protections. Clear cutting is prohibited

within 1,000 feet of Statler Boulevard or within the viewshed protection area for Betsy Bell Mountain, and any forest harvest activity has to be undertaken in accordance with a pre-harvest plan approved by the City and must employ best management practices. Mr. Lemon pointed out that there is not in the easement a right for the public to access the property. He stated the City will have the right to access the property, but for the purposes of monitoring the easement that has been granted.

Mr. Lemon stated negotiation of the gift has been ongoing for several years. He noted an environmental audit had been conducted, which found no recognized environmental conditions, a title report was prepared and reviewed, and the easement has been carefully negotiated to be carefully crafted and tight for protection of the property.

Mr. Lemon stated this item is on the agenda for Council to consider accepting the easement, agreeing to hold it, and agreeing to monitor it on an ongoing basis.

Vice Mayor Kier stated he was saddened that the public would not be able to benefit from the property in any other matter. Mr. Lemon stated the current gift is for protection of the property, but not granting of access. He stated that does not preclude a subsequent gift for public access by the Dahl family for consideration by the City at that time.

Dr. Harrington asked who would be responsible for keeping citizens off on the property when public access was not allowed. Mr. Lemon stated the land owner, the Dahl family, has the exclusive right and obligation to prosecute anyone found trespassing. The City, through its police department, may have a role in responding to such a claim of trespass by the property owner, as it would in response to any other trespass claim.

Dr. Curren stated he understood the potential benefits to the City, especially in preserving the viewshed. He inquired about the motivation of the Dahl family for offering the conservation easement. Mr. Lionberger stated the family would like to see the property protected from development as an adjunct and adjacent property to the park. Mr. Lemon stated this is a gift like any other gift—there are certain tax benefits.

Ms. Mead asked if the property's market value would be reduced by having a restrictive easement of this nature. Mr. Lemon responded affirmatively.

Ms. Oakes stated her main concern was to protect Betsy Bell Mountain and thanked Mr. Lemon and Mr. Lionberger for their efforts.

This will be Item B on the Regular meeting agenda.

6. **Closed Meeting for: (a) Consultation with the Special Advisor to City Council Related to Consideration of Information on Candidates Applying and Potentially Interviewing for the Position of City Manager; (b) Consultation with Legal Counsel Regarding Aspects of the Process Related to the Recruitment and Consideration of Candidates for the Position of City Manager; and (c) Discussion Concerning the Expansion of an Existing Business Where No Previous Announcement Has Been Made, as to Plans and Timetable That Would Involve the City's Public Rights of Way and Public Places**

Ms. Oakes moved to enter a closed meeting for (a) consultation with the special advisor to City Council related to consideration of information about candidates applying and potentially interviewing for the position of city manager, pursuant to Virginia Code Section 2.2-3711(A)(1); (b) consultation with legal counsel regarding aspects of the process related to the recruitment and consideration of candidates for the position of city manager, pursuant to Virginia Code Section 2.2-3711(A)(8); and (c) discussion concerning the expansion of an existing business where no previous announcement has been made, pursuant to Virginia Code Section 2.2-3711(A)(5), as to plans and timetable that would involve the City's public rights of way and public places.

The motion was seconded by Ms. Mead 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		

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:

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

The work session adjourned at 7:20 p.m.

Suzanne F. Simmons
Clerk of Council

REGULAR MEETING OF STAUNTON CITY COUNCIL**Thursday, April 25, 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 read the following Proclamation and presented it to Matt Sensabaugh, City Horticulturist.

PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal;

NOW, THEREFORE, BE IT PROCLAIMED, by Staunton City Council, that April 26, 2019, is hereby designated as

Arbor Day

in the City of Staunton, and Council urges the residents of Staunton, the region and communities across the country to celebrate Arbor Day, to support efforts to protect our trees and woodlands and to plant trees to gladden the heart and promote the well-being of this and future generations.

Adopted this 25th day of April, 2019.

/s/Carolyn W. Dull

CAROLYN W. DULL, MAYOR

59

ATTEST: /s/Suzanne F. Simmons

CLERK OF COUNCIL

Mr. Sensabaugh stated this is the 23rd year that the City has been recognized by the Arbor Day Foundation as a Tree City USA.

Mayor Dull recognized Mr. Lovell's Government class from Turner Ashby High School.

Mayor Dull stated there was a great turnout at the Earth Day event. She noted she'd met earlier with Senator Kaine for a discussion on workforce training and education. She stated she advocated strongly to receive federal government help regarding infrastructure costs for schools.

ADDITIONAL ITEMS BY MEMBERS OF COUNCIL

Council members had nothing to add.

APPROVAL OF MINUTES

Dr. Curren moved to approve the special called meeting minutes of March 27, 2019.

The motion was seconded by Ms. Mead.

Ms. Oakes noted she would abstain as she was not present at Council's meeting on March 27, 2019.

The motion carried as follows:

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

Ms. Mead moved to approve the work session and regular meeting minutes of March 28, 2019.

The motion was seconded by Dr. Harrington.

89
90 Ms. Oakes noted she would abstain as she was not present at Council's meeting on March 28,
91 2019.

92
93 The motion carried as follows:

94				
95	Dr. Curren	aye	Vice Mayor Kier	aye
96	Ms. Mead	aye	Ms. Oakes	abstain
97	Mr. Holmes	aye	Dr. Harrington	aye
98	Mayor Dull	aye		

99

100 Ms. Oakes moved to approve the budget work session minutes of April 4, 2019

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

102				
103	Ms. Mead	aye	Mayor Dull	aye
104	Mr. Holmes	aye	Dr. Harrington	aye
105	Vice Mayor Kier	aye	Dr. Curren	aye
106	Ms. Oakes	aye		

107 Ms. Oakes moved to approve the special called meeting minutes of April 4, 2019

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

109				
110	Mr. Holmes	aye	Dr. Harrington	aye
111	Vice Mayor Kier	aye	Dr. Curren	aye
112	Ms. Oakes	aye	Ms. Mead	aye
113	Mayor Dull	aye		

114 **REGULAR MEETING**

115

116 **A. Recognition of Dave Pastors for Years of Service to the City of Staunton**

117

118 Steve Owen, City Manager, recognized Dave Pastors, retired Director of Blue Ridge Court
119 Services. He noted Mr. Pastors founded the department 22 years ago. Mayor Dull stated Mr.
120 Pastors was a man of integrity and wished him well. Mr. Pastors thanked Council and City staff
121 for their support over the years.

122

123 **B. Consideration of Conservation Easement on Property Adjacent to Betsy Bell**
124 **Mountain Park**

125

126 Mayor Dull stated a teleconference call with Stephen Lemon, the City's outside counsel, and David
127 Lionberger, counsel for the Dahl family, would be initiated for Items B and C.

128

129 Steve Rosenberg, Deputy City Manager, stated this matter concerned a proposed conservation
130 easement on a 36-acre parcel near the intersection of Statler Boulevard and Richmond Avenue and
131 immediately adjacent to the City's Betsy Bell Wilderness Park.

Mr. Rosenberg stated the Dahl family is proposing to gift to the city a conservation easement that would impose restrictions on their use of the property and the use of the property by future owners.

Mr. Rosenberg summarized what Mr. Lemon shared with Council during the earlier work session. He noted a conservation easement is a set of restrictions that a landowner places upon their land to protect it from future development. In this case, the City of Staunton would be authorized to enforce those restrictions, which would be perpetual. Mr. Rosenberg stated the City would have the legal right and responsibility to monitor the property, to make annual inspections, and to enforce those restrictions. He noted the goal is to preserve and protect the conservation values of the property as well as provide a buffer immediately adjacent to the Betsy Bell and Mary Gray Wilderness Parks.

Mr. Rosenberg noted due to the complexity of the gift, it has been reviewed by the Virginia Department of Conservation and Recreation (DCR), which confirmed the appropriateness of the proposed restrictions. He stated the proposed easement will preserve the 36-acre tract in its undeveloped state and limit its future use to agriculture and passive recreational uses. Subdivision of the property and the construction of residences will be prohibited, and only improvements for park facilities and related energy facilities will be permitted.

Mr. Rosenberg stated there are restrictions in the easement concerning logging which include the need to obtain the approval of the City of any harvest plan proposed. He noted the proposed easement does not convey any current public rights of access. At present, this easement would only impose restrictions on the use of the property and on the development of the property as well as provide for the City's right of access in order to enforce the restrictions.

Mayor Dull asked Council members if they had questions for Mr. Lemon or Lionberger.

Ms. Oakes moved that (i) the proposed deed of gift of easement and deed of easement dedication be approved, (ii) the easements conveyed by such instruments be accepted on behalf of the City, and (iii) the City Manager be authorized to execute such instruments, and such other documents as may be required in connection with the City's acquisition of the proposed conservation easement on the property designated as Parcel ID No. 100767, with such modifications and in final form as approved by the City Manager and special counsel, all conditioned upon Council's approval of the change of the recommended land use designation of the property in the City's comprehensive plan from Medium Density Planned Residential to Recreation/Conservation/Open Space.

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

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

C. Public Hearing and Consideration of a Request by GAE, LLC to Amend the City of Staunton, Virginia, Comprehensive Plan 2010-2030, Recommended Land Use Map, by Changing the Recommended Land Use Designation for 806 Hunter Avenue, Parcel #100767, from Medium Density Planned Residential to Recreation/Conservation/Open Space

Rodney Rhodes, Senior Planner, stated this item is in conjunction with the conservation easement that Council just considered. He noted the Virginia Open Space Land Act, pursuant to which the easement will be granted, requires that use of the property as open space land conform with the City's *Comprehensive Plan*.

Mr. Rhodes noted currently the *Comprehensive Plan* designates this area as Medium Density Planned Residential (i.e., not an open space use); therefore, an amendment to the *Comprehensive Plan* is required to reflect the use of the property after it is subjected to the easement. The current zoning of the property is R-3, Medium Density Residential District.

Mr. Rhodes stated staff has conducted a review of the request, during which it did not identify any issues. Approval of the request would help to protect the viewshed of Betsy Bell Mountain.

The *Comprehensive Plan* describes the Conservation/Recreation/Open Space designation as:

Conservation/Recreation/Open Space – These areas include lands with aesthetic and visual qualities, lands in the floodplain or those that pose significant limitations to development. Also included are lands owned by the City of Staunton and used for recreation.

Policies for this land use designation include:

- Provide additional greenspace and recreation for future residents.
- Encourage appropriate viewshed protection.
- Green Infrastructure.

Additionally, within the *Comprehensive Plan*, Priority Initiatives and Recommendations, the following recommendation supports the concept of conservation easements on Betsy Bell Mountain:

Initiative

Conserve open space and protect the remaining environmentally sensitive areas in the Staunton-Augusta-Waynesboro region before they are faced with development pressures.

Recommendation

Support efforts to preserve Betsy Bell and Mary Grey [sic] mountains. Enhance use of the public area at Betsy Bell and look into the feasibility of conservation easements for both Betsy Bell and Mary Grey [sic].

Mr. Rhodes stated if the amendment is adopted tonight, it would be incorporated into the 2018 – 2040 *Comprehensive Plan* which is currently under review by the Planning Commission and is scheduled for public hearing on May 16, 2019.

Mr. Rhodes stated at its meeting on December 5, 2018, the Planning Commission held a public hearing on the matter. No one spoke in opposition to the request. On a 4-0 vote, the Commission

voted unanimously to recommend approval of the amendment, concurring with staff's recommendation.

The Public Hearing was opened.

Mr. Lionberger stated there is a request to amend the *Comprehensive Plan*, as was discussed, from its current designation to Conservation/Recreation/Open Space in order for the planned designation of the subject property to be consistent with the adjacent Betsy Bell Mountain Park as well as the conservation easement on the parcel.

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

Mr. Holmes moved that Council adopt the proposed resolution amending the *Staunton, Virginia, Comprehensive Plan 2010 – 2030*, Recommended Land Use Map to change the Recommended Land Use Designation of 806 Hunter Avenue from Medium Density Planned Residential to Conservation/Recreation/Open Space.

The motion was seconded by Vice Mayor Kier.

Mayor Dull stated Council appreciated the offer of the conservation easement from the Dahl family and GAE, LLC to help preserve Betsy Bell.

The motion carried as follows:

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

**RESOLUTION
OF THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
TO AMEND THE CITY OF STAUNTON, VIRGINIA, COMPREHENSIVE PLAN 2010 –
2030, RECOMMENDED LAND USE MAP, TO CHANGE THE RECOMMENDED
LAND USE DESIGNATION FOR 806 HUNTER AVENUE (PID 100767) FROM
MEDIUM DENSITY PLANNED RESIDENTIAL TO
RECREATION/CONSERVATION/OPEN SPACE**

Recitals

A. The Staunton City Council adopted the *City of Staunton, Virginia, Comprehensive Plan 2010 – 2030* at its February 23, 2012 meeting;

B. The Staunton City Council adopted a subsequent amendment to the General Land Use Guide Map of the *City of Staunton, Virginia, Comprehensive Plan 2010 – 2030* at its May 22, 2014 meeting;

C. GAE, LLC has requested an amendment to the Recommended Land Use Map, of the *City of Staunton, Virginia, Comprehensive Plan 2010 – 2030*, to change the recommended land use designation of 806 Hunter Avenue (PID 100767) from Medium Density Planned Residential to Conservation/Recreation/Open Space;

D. The Staunton Planning Commission conducted a public hearing at its December 5, 2018 meeting regarding the proposed amendment and voted to recommend approval of the amendment to City Council, under the provisions of Section 15.2-2229 of the Code of Virginia;

E. At its January 17, 2019 meeting, the Staunton Planning Commission adopted a resolution memorializing further and ratifying and affirming retroactively its recommendation for approval of the amendment and the entire *Comprehensive Plan*, as amended and restated;

F. Prior to the adoption of this resolution, Council acted essentially to accept a conservation easement gift as to the same property.

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STAUNTON that the Recommended Land Use Map, of the *City of Staunton, Virginia, Comprehensive Plan 2010 – 2030*, is **AMENDED AND RESTATED** to designate 806 Hunter Avenue (PID 100767) as Conservation/Recreation/Open Space.

ADOPTED this ____ day of April, 2019.

/s/ Carolyn W. Dull
Carolyn W. Dull, Mayor

ATTEST: /s/ Suzanne F. Simmons
Suzanne F. Simmons
Clerk of Council

D. Public Hearing and Consideration of a Request by the City of Staunton to Amend Title 18.125, Minimum Off-Street Parking Requirements, of Title 18, Zoning, of the Staunton City Code

Mr. Rhodes, stated this is a staff-initiated amendment to the Zoning Code, which is reviewed from time to time.

Mr. Rhodes stated this proposed amendment would help existing commercial buildings and allow for the continued use and reuse of commercial buildings in older developed parts of the City by providing flexibility in the parking requirements. The amendments would be of greatest benefit to commercial buildings that were constructed on smaller lots, where it is difficult and often impossible to provide all of the off-street parking presently required by the Zoning Code.

Mr. Rhodes stated when a change of use is proposed for a commercial building, staff conducts a parking analysis to determine whether the number of parking spaces provided on-site meets the minimum parking requirement. If the minimum requirement is not met, the business is not permitted at that location. A commercial building vacant for a period in excess of two years loses its legal nonconforming status, and any proposed business must comply with all current parking

requirements. This places a burden on property owners and business owners, especially small business owners, as their businesses are those most likely to be located in these areas.

Currently, Section 18.125.010(1) requires that parking for commercial uses be located on the same lot as the use or within 200 feet of the building that the parking will serve. The proposed amendment would increase that distance to 400 feet, encouraging shared parking arrangements.

Mr. Rhodes stated Section 18.125.011(4) includes several exceptions to the off-street parking requirements. Staff proposes to eliminate the existing subsection (b), which is redundant, and replace it with proposed subsection (c), providing for an exception to off-street parking requirements for new or continuing businesses in existing buildings, provided they do not expand into additions or into areas of the building that were previously unfinished space.

Neither amendment would impact parking for residential uses. All residential parking must be located on the same lot as the use that it serves and would not be eligible for any of the existing or proposed exceptions.

Mr. Rhodes stated the following Priority Initiatives and Recommendations of the *City of Staunton, Virginia, Comprehensive Plan 2010-2030* support modifications to the existing parking regulations:

Initiative

Promote the conservation and reuse of existing infrastructure and buildings.

Recommendation

Provide tools and incentives for private rehabilitation of all older structures, not just those in historical or blighted neighborhoods.

Initiative

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

Recommendations

Scale commercial parking requirements to typical use, rather than capacity use, by lowering the minimum level of parking required and limiting the total amount of hard surface parking permitted.

Reduce parking requirements by allowing and promoting shared parking and dual use – especially for redevelopment, transitional areas, and planned mixed-use development.

Initiative

Continue development of a vibrant and active downtown area with enhanced business and residential opportunities.

Recommendation

Encourage development and redevelopment that stimulates increased pedestrian activity in the downtown and adjoining transitional areas.

The amendments provide accommodations for commercial buildings in areas where, without exceptions, the parking nonconformity could eventually render the buildings unusable.

Staff has conducted a review of the proposed amendments, during which it did not identify any issues. Economic Development staff has noted support for these innovative efforts that encourage the use and reuse of commercial buildings.

Mr. Rhodes stated at its meeting on February 21, 2019, the Planning Commission held a public hearing on the matter. Two individuals spoke in opposition to the amendments. Both expressed concerns with the potential on-street parking impacts of redevelopment of various buildings on West Beverley Street, Church Street and North Washington Street. Mr. Rhodes stated it was determined that most of the properties in question were already exempt from the parking requirements. After discussion, Planning Commission tabled the item until the March meeting and requested that staff evaluate specific properties as examples to determine potential impacts.

Mr. Rhodes stated at its meeting on March 21, 2019, after reviewing seven properties that were chosen by staff and Commission members, on a 3-2 vote, the Commission voted to recommend approval of the amendments, concurring with staff's recommendation.

The Public Hearing was opened.

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

Mr. Holmes moved that Council approve the amendments and adopt the ordinance, as presented, amending Chapter 18.125, Minimum Off-Street Parking Requirements, of Title 18, Zoning, as recommended by the Planning Commission.

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

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

Ordinance No. 2019-15

AN ORDINANCE AMENDING, RESTATING AND REORDAINING CHAPTER 18.125, MINIMUM OFF-STREET PARKING REQUIREMENTS OF TITLE 18 ZONING, OF THE STAUNTON CITY CODE

Recitals

A. The current off-street parking regulations reflected in SCC § 18.125, Off-Street Parking Requirements, require that any new use must provide at least a minimum number of off-street parking spaces;

B. The minimum number of off-street parking spaces required for each use are determined using the table in SCC § 18.125.010(10), Table of Parking Spaces Required;

C. City staff have determined that in some instances business uses desiring to locate in existing commercial properties zoned B-1, B-2, B-3, or P-1 are unable to provide the required minimum number of off-street parking spaces, resulting in these properties becoming unusable or difficult for business purposes;

D. City staff have proposed an amendment to SCC § 18.125 to allow for such properties to be exempt from providing additional off-street parking spaces;

E. The Staunton Planning Commission, after study and review, determined to recommend approval of the proposed amendment to SCC § 18.125.011 to provide an exception to off-street parking requirements of SCC § 18.125.010 for existing commercial properties; and

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

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 Chapter 18.125, Minimum Off-Street Parking Requirements, of Title 18 Zoning, of the Staunton City Code be, and hereby is amended as follows:

18.125.010 Off-street parking requirements – General.

In all districts there shall be provided, at any time any building or structure is erected or enlarged or increased in capacity, off-street parking spaces for automobiles in accordance with the following requirements:

(1) Off-street parking for other than residential use shall be either on the same lot, or within ~~200~~400 feet of the building it is intended to serve, measured from the nearest point of the building to the nearest point of the off-street parking lot, along a public sidewalk and without crossing any major thoroughfares. Churches may establish joint parking facilities not to exceed 50 percent of the required spaces, with institutions and agencies that do not have a time conflict in parking demand. ~~The joint parking facilities shall be located no further than 400 feet from the church sanctuary.~~

...

18.125.011 Exceptions to off-street parking requirements.

The requirements of SCC 18.125.010 shall not be applicable to the following:

(1) Any lot or parcel in the core business district, beginning at the intersection of Baldwin Street and Lewis Street, thence with Baldwin Street to Central Avenue, thence with the line (center line) of existing Baldwin Street to New Street, thence with New Street to Frederick

Street, thence with Frederick Street to Coalter Street, thence with Coalter Street to its intersection with the C&O Railroad, thence with the C&O Railroad to its intersection with Middlebrook Avenue, thence with Middlebrook Avenue to its intersection with Lewis Street, thence with Lewis Street to Baldwin Street to the point of beginning.

(2) All that certain lot of parcel of land, with all improvements thereon and appurtenances thereto belonging, situate in the city of Staunton, Virginia, known by present house numbering as 300 Church Street and described as containing 1.435 acres and being in all respects the same property shown on plat entitled "Plat Showing Smith Fuel Company Lands, Church Street, Staunton, Virginia," dated January 20, 1970, made by Higgs and Shumate, Engineers – Surveyors, said plat being recorded in the clerk's office of the circuit court of the city of Staunton, Virginia, in Deed Book 173, page 225, less however, that portion containing 0.002 acre, more or less, which was conveyed to the commonwealth of Virginia by deed dated October 13, 1988, recorded in Deed Book 290, page 512.

(3) All those two certain lots or parcels of land, together with all improvements thereon, and all rights, privileges and appurtenances thereunto belonging, situate in the city of Staunton, Virginia, more particularly described as Lot 6 (PIN 1611) and Lot 7 (PIN 1612), Block ZZ and designated by present street numbering as 220 and 222 S. Washington Street, Staunton, Virginia.

(4) Any lot or parcel, in addition to that permitted in subsections (1), (2), (3) of this section, with existing commercial buildings and zoned B-1, B-2, B-3, or P-1, with new or continuing business uses, where any of the following conditions already exist exclusive of adjacent unaccepted alleyways and/or streets:

(a) Slopes greater than 15 percent;

~~(b) Front yard(s) less than 25 feet, all side yards less than 15 feet and a rear yard less than 40 feet; or~~

~~(eb) Front yard less than 25 feet, side yard(s) less than 40 feet and a rear yard less than 40 feet; or~~

(c) The new or continuing business use occupies only the existing structure(s) without any additions or conversion of unfinished space for business use. Existing parking lots shall be maintained and not be reduced except in conformance with this chapter.

In all other respects, the provisions of chapter 18.125 of the Staunton City Code remain the same and are hereby restated, confirmed and reordained.

Introduced: April 25, 2019

Adopted: April 25, 2019

Effective Date: April 25, 2019

/s/ Carolyn W. Dull

Carolyn W. Dull, Mayor

ATTEST: /s/ Suzanne F. Simmons

Suzanne F. Simmons

Clerk of Council

E. Consideration of a Resolution Cancelling June 27, 2019 City Council Meeting

Mr. Owen stated by adoption of a resolution dated July 2, 2018, City Council established its meeting schedule for fiscal years 2019 and 2020. The schedule includes a meeting on Thursday, June 27, 2019, and he asked that Council consider cancelling that meeting. State law requires the adoption of a resolution to cancel the meeting.

Dr. Harrington moved to adopt the proposed resolution cancelling City Council's June 27, 2019 meeting.

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

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

**RESOLUTION
CANCELLING THE JUNE 27, 2019
CITY COUNCIL MEETING**

WHEREAS, according to its July 2, 2018 resolution, Council established its regular meeting schedule for the period of July 2018 through June 2020;

WHEREAS, Section 6 of Chapter II of the Charter for the City of Staunton provides that Council shall meet at such times as may be prescribed by ordinance or resolution provided that it hold at least one regular meeting each month;

WHEREAS, Section 2.10.070 of the Staunton City Code provides that Council will hold regular meetings on the second and fourth Thursday of each month and at any other time to which it may be regularly adjourned or postponed; and

WHEREAS, Council had determined that it would serve the best interests of the City to cancel its June 27 meeting;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Staunton, Virginia that its regularly scheduled June 27 meeting shall be and hereby is cancelled, with Council next reconvening at such time as may be designated by published agenda for such meeting, to be held at City Hall, 116 West Beverley Street, Staunton, Virginia; and that the Clerk of Council is directed to post an attested copy of this resolution at such location in City Hall where official notices are posted and to take such further actions as deemed appropriate to give notice of this change.

Adopted this 25th day of April, 2019.

/s/ Carolyn W. Dull
Carolyn W. Dull, Mayor

ATTEST: /s/ Suzanne F. Simmons
Suzanne F. Simmons, Clerk of Council

F. Consideration of a Resolution to Authorize Consent to the School Board Entering into a Construction Contract with Nielsen Builders, Inc. and Such Other Contracts Related to the High School Construction Project

Jeanne Colvin, Budget Manager, stated this item is for a proposed resolution for Council to consent to the Staunton City School Board entering into a contract with Nielsen Builders, Inc., which was determined to be the apparent low bidder for the high school project at \$43,137,135.

Ms. Colvin stated the budget amendment for all of those funds will follow with introduction on May 9, 2019, and approval on May 23, 2019. She noted the Staunton City School Board will approve their part of the budget amendment on April 29, 2019, but would need Council's consent since there are no appropriated funds at this point in order to continue with the contract.

Dr. Harrington moved that Council adopt the proposed resolution consenting to the Staunton City School Board entering into a construction contract with Nielsen Builders, Inc., and entering into or performing such other high school construction project contracts in an amount not to exceed appropriated funds.

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

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

**RESOLUTION
OF THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
CONSENTING TO THE SCHOOL BOARD ENTERING INTO A CONSTRUCTION
CONTRACT WITH NIELSEN BUILDERS, INC. AND SUCH OTHER CONTRACTS
RELATED TO THE HIGH SCHOOL CONSTRUCTION PROJECT**

Recitals

A. The Staunton School Board is a public body corporate charged under Article VIII, Section 7 of the Virginia Constitution and various provisions of the Virginia Code with the governance of the City of Staunton Public Schools Division (Division).

B. As an ongoing Division project, which has involved considerable public input and discussion and consideration by both the School Board and by the Staunton City Council over several years, the School Board engaged an architectural firm to develop the concept, design, and eventual construction drawings and specifications for substantial new and renovation construction of the Division's high school (the Project).

C. The Staunton City Council, upon request of the School Board, took initial action on February 14, 2019 to authorize borrowing through the Virginia Public School Authority (VPSA) for the Project funding.

D. The School Board has pursued a procurement process for the Project's construction, issuing an invitation for bids, and on March 28, 2019, Nielsen Builders, Inc., was the apparent low bidder although its bid exceeded the expected available funds for the Project's construction as well as for other Project costs.

E. The School Board held a special called meeting on April 4, 2019, to review and discuss the status of negotiations with Nielsen Builders, Inc.

F. After it was briefed on the status of the School Board's procurement process, the bidding, and ongoing negotiations related to the Project's construction and Project costs, City Council, on April 4, 2019, took final action to authorize VPSA borrowing not to exceed \$46,000,000.00,

G. City Council has received from the School Board a resolution, adopted April 19, 2019, seeking consent to enter into a construction contract with Nielsen Builders, Inc., and enter into and perform such other Project contracts in an amount not to exceed appropriated funds.

H. Extensive negotiations have continued with Nielsen Builders, Inc. to conform the Project more closely to the Project's budget. Nielsen has offered, after Project construction-related modifications, a total contract price as recited in the School Board's resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Staunton, Virginia, that it consents to the School Board entering into a contract with Nielsen Builders, Inc. not to exceed \$43,137,135.00, although it is recognized that at some point(s) the total contract price is subject to modification if there are authorized change orders or directives under the terms of the contract so long as there are sufficient appropriated funds for the purpose of the contract, and entering into and performing such other high school construction-related Project contracts in an amount not to exceed appropriated funds for such purposes.

Adopted this _____ day of April, 2019

Carolyn W. Dull, Mayor

ATTEST: _____
Suzanne F. Simmons
Clerk of Council

G. Consideration of an Ordinance to Increase Water User Fee

Ms. Colvin stated this item is for an ordinance to increase the water user fee and the water deposit from \$100 to \$150. She noted the user fee was proposed to increase by 5% for the FY2020 budget, effective July 1, 2019, for water consumption. Residential bi-monthly customers will be billed at the new rate beginning with utility bills issued on September 10. Monthly customers will be impacted with the new rate beginning with the July utility bills.

Ms. Colvin stated the increase is necessary to cover the increasing operating costs and capital costs to replace/repair major water system infrastructure assets. Even the 5% rate increase does not generate sufficient revenue to cover the total expense of depreciation of \$995,000 for the Water Fund. The FY2020 Water Fund budget only funds \$427,272 of depreciation expenses. Funding depreciation, a non-cash expenditure, allows cash reserves to build in a fund for capital projects and annual debt expenditures.

The Water Fund does have cash reserves of \$2.7 million for the Facility Fee Reserves as required by the City Code. This reserve will be used to partially fund the major capital expenditure of \$6.4 million for improvements to Gardner Spring water supply system over the next several years.

Additionally, Ms. Colvin noted that the water deposit required under the City Code of rental customers is proposed to increase \$50, to \$150, to cover the balance on the final bill for customers. The current deposit is \$100 for rental customers. The new deposit amount will also be effective July 1, 2019. Based on an average family's water consumption of 14/100 cubic feet, a final bi-monthly bill would equal \$161.80.

Ms. Colvin stated that at a prior public hearing a question was asked about the amount of write-off's for water accounts. She noted the City wrote off \$974 for FY2018 and \$6,114 for FY2017. She further noted in the last five years it's been less than 0.5% of the amount written off from water and sewer accounts.

Dr. Curren moved that Council adopt an ordinance amending, restating, and reordaining (1) Section 13.20.010, Deposit to ensure payment, of Staunton City Code to increase the deposit amount from \$100.00 to \$150.00 for any occupant not owning the premises to be served by the city water system; and (2) section 13.20.020, Rates generally, of Staunton City Code to increase the water user fee from \$3.50 to \$3.68 per 100 cubic feet, increase the minimum charge each two months by each regular user of city water from \$17.50 to \$18.40, increase the bulk water rate from \$8.75 to \$9.20 per 750 gallons, and increase the minimum charge for bulk water purchases during a month of less than 1,500 gallons from \$17.50 to 18.40, effective July 1, 2019, as presented.

The motion was seconded by Dr. Harrington.

Ms. Oakes stated as she was in support of upgrading Gardner Spring, she felt the funding could be found elsewhere.

Mayor Dull commented that citizens were only in one category or another.

The motion carried as follows:

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

Ordinance No. 2019 - 16

**AN ORDINANCE
AMENDING, RESTATING AND REORDAINING
SECTION 13.20.010, DEPOSIT TO ENSURE PAYMENT,
AND
SECTION 13.20.020, RATES GENERALLY,
OF CHAPTER 13.20, USE CHARGES, OF TITLE 13, ENVIRONMENT
OF THE STAUNTON CITY CODE**

BE IT ORDAINED by the Council of the City of Staunton, Virginia, that Sections 13.20.010 and 13.20.020 of the Staunton City Code are hereby amended to read as follows:

13.20.010 Deposit to ensure payment.

(1) Any occupant not owning the premises to be served by the city water system shall, at the time of applying for service, pay to the chief finance officer the sum of ~~\$100.00~~ 150.00, to be held as a deposit to ensure the final settlement of his account for water furnished. Such deposit will be refunded, without interest, when the account is closed and the final bill paid.

(2) Notwithstanding the provisions of subsection (1) of this section, the director of finance for the city may waive the requirement of a deposit if the applicant has been a city water customer within the 12 months preceding the application and has established a record of timely payments for such service.

13.20.020 Rates generally.

(1) Except as hereinafter set forth, for the use of water through a connection with meter attachment, the rate and method of assessment shall be according to meter measurement, as follows:

The user fee shall be ~~\$3.50~~ 3.68 per 100 cubic feet of metered water entering the premises.

(2) There shall be paid each two months, as prescribed, by each regular user of city water a minimum charge per two months of ~~\$17.50~~ 18.40.

(3) For a fractional part of a two-month period, a bill will be rendered for the actual consumption of water, as indicated by the meter. Where deemed necessary by the chief finance officer, rates may be computed on a monthly basis equal to one-half of the above rates.

(4) The rate at which water will be sold outside the corporate limits of the city shall be one and one-half times the rate at which water is sold inside the corporate limits, with the exception of any contracts in effect specifying a different rate.

(5) The bulk water rate to miscellaneous water customers will be ~~\$8.75~~ 9.20 per 750 gallons of water purchased.

(6) There shall be paid a minimum charge of ~~\$17.50~~ 18.40 for bulk water purchases during the month of less than 1,500 gallons for the month.

In all other respects, the provisions of Chapter 13.20 of the Staunton City Code remain the same and are hereby restated, confirmed and reordained.

This ordinance shall be effective _____, 2019.

Introduced: March 28, 2019

Adopted: April 25, 2019

Effective: July 1, 2019

/s/ Carolyn W. Dull
Carolyn W. Dull, Mayor

ATTEST: /s/ Suzanne F. Simmons
Suzanne F. Simmons
Clerk of Council

H. Consideration of an Ordinance to Increase Refuse and Recycling Rates

Ms. Colvin 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. She noted these fees, charged to businesses and residences, pay for the capital improvements at the landfill, capital outlay for the refuse collection vehicles and operating refuse and recycling collection.

Ms. Colvin stated rates were last increased effective July 1, 2017, but they have been on a course to increase every other year pending capital improvements and upgrading costs.

Vice Mayor Kier moved that Council adopt an ordinance, amending, restating and reordaining Section 8.30.110, Fees—Prescribed, of Staunton City Code to increase the refuse and recycling fees 15%, effective July 1, 2019, as presented.

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

Mr. Holmes	aye	Dr. Harrington	aye
Vice Mayor Kier	aye	Ms. Mead	aye

782 Ms. Oakes aye Dr. Curren aye
783 Mayor Dull aye
784
785

786 **Ordinance No. 2019-17**

787 **AN ORDINANCE AMENDING, RESTATING AND REORDAINING**
788 **SECTION 8.30.110, FEES – PRESCRIBED,**
789 **OF ARTICLE II, COLLECTION OF REFUSE BY CITY,**
790 **OF CHAPTER 8.30, SOLID WASTE,**
791 **OF TITLE 8, HEALTH AND SAFETY,**
792 **OF THE STAUNTON CITY CODE**
793

794 **BE IT ORDAINED** by the Council of the City of Staunton, Virginia, that Section 8.30.110
795 of the Staunton City Code is hereby amended to read as follows:

796 **8.30.110 Fees – Prescribed.**

797 (1) Residential. For a mandatory fee of ~~\$16.50~~18.98 per month for each single-family unit (to
798 include each unit in a multifamily structure), the city shall provide one weekly pickup of refuse
799 from each residential unit in the city, whether inside or outside the central business district, the
800 basis of computation of the fee being a single-family unit. The fee for refuse collection service for
801 all other than single-family units shall be in an amount adequate to cover all costs to the city for
802 such service, such amount to be established by the director of public works as part of the city's
803 solid waste policy, with the approval of the city manager, but such fee shall not be less than ~~\$16.50~~
804 18.98 per month per unit.

805 (2) Light Commercial. The mandatory fee for refuse collection service to light commercial
806 customers, whether inside or outside the central business district, shall be ~~\$37.47~~43.09 per month.
807 The light commercial designation shall apply to those customers which place the equivalent of
808 four or fewer bags/containers of refuse at the curb for collection.

809 (3) Heavy Commercial. The mandatory fee for refuse collection service to heavy commercial
810 customers within the central business district shall be ~~\$100.72~~115.83 and ~~\$79.27~~91.16 for those
811 outside the central business district. The heavy commercial designation shall apply to those
812 customers which place the equivalent of five or more bags/containers at the curb for collection.
813 All full-time restaurants shall be deemed heavy commercial customers.

814 (4) Special Unscheduled Pickup. When refuse is stored or placed curbside in a manner not
815 otherwise in accordance with the city's solid waste policy, it shall be deemed a request for a special
816 unscheduled pickup and a crew may be dispatched to collect the refuse. The fee for pickup shall
817 be in an amount adequate to cover all costs to the city for such service, such amount to be

established by the director of public works as part of the city's solid waste policy, with approval of the city manager, but such fee shall not be less than ~~\$82.50~~ \$95.00 and shall be charged to the property owner or tenant.

(5) Recyclables and Recycling Bins.

(a) The mandatory fee for the collection of recyclable materials from customers not otherwise charged a refuse collection service fee shall be ~~\$16.50~~ \$18.98 per month.

(b) Each customer shall pay a service fee of \$25.00 for the use of three recycling bins issued by the city. Upon return to the city of the three bins in reasonable condition, ordinary wear and tear excepted, the fee of \$25.00 shall be credited or refunded to the customer.

(6) Collection Outside City Limits. The fee for refuse collection service rendered outside of the city limits shall be in an amount equal to 200 percent of the fee charged for such service in the city limits.

(7) Exemption, Deferral, Modification or Waiver of Fee.

(a) By ordinance, persons may be exempted, deferred, or charged a lesser amount from paying any charges and fees authorized for the collection and disposal of garbage and refuse only if based on the income criteria, as provided by Section 58.1-3211 of the Virginia Code.

(b) The director of public works may waive all or part of the fees for any multifamily structure or commercial customer if contractual arrangements are made and maintained by that customer for adequate containerized service as determined satisfactory by the director of public works.

In all other respects, the provisions of Chapter 8.30 of the Staunton City Code remain the same and are hereby restated, confirmed and reordained.

This ordinance shall be effective _____, 2019

Introduced: March 28, 2019

Adopted: April 25, 2019

Effective Date: July 1, 2019

/s/ Carolyn W. Dull

Carolyn W. Dull, Mayor

ATTEST: /s/ Suzanne F. Simmons
Suzanne F. Simmons
Clerk of Council

I. Consideration of an Ordinance to Increase Sewer Connection Fees

Ms. Colvin summarized the staff recommendation, shared previously with Council, that connection fees for sewer be increased ultimately to \$3,100 but that the fee be increased incrementally over 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.

Ms. Oakes asked if the sewer connection fee was a one-time fee. Ms. Colvin stated it was for new homeowners that connect to the sewer system.

Ms. Mead moved that Council adopt an ordinance amending, restating and reordaining Section 13.40.030, Sewer Connection and Facility Fees, of Staunton City Code to increase sewer connection fees from \$2,100 to \$2,600, effective July 1, 2019, with an additional incremental increase from \$2,600 to \$3,100, effective July 1, 2020, as presented.

The motion was seconded by Mr. Holmes.

Ms. Oakes stated she appreciated the fact that the City was spreading the increase out over a period of time.

Vice Mayor Kier stated he was originally not in favor of the increase, but upon further review, he noted it was not business feasible or made no economic sense for the City to pay that and then passing it on to every taxpayer to pay.

The motion carried as follows:

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

Ordinance No. 2019-18

**AN ORDINANCE AMENDING, RESTATING AND REORDAINING
SECTION 13.40.030, SEWER CONNECTION AND FACILITY FEES, OF CHAPTER
13.40, CONNECTIONS TO CITY SEWER SYSTEMS, OF TITLE 13, ENVIRONMENT,
OF THE
STAUNTON CITY CODE**

Recitals

A. In accordance with Staunton City Code Section 13.40.090, the Director of Public Works reviews the water and sewer facility and connection fees during the first quarter of each calendar year and presents to Council for updating;

B. The Director of Public Works has completed the review and recommends that sewer connection fees be increased ultimately to \$3100, incrementally over a two-year period, from \$2,100 to \$2,600 for the Fiscal Year 2020, effective July 1, 2019, with a subsequent increase recommended from \$2,600 to \$3,100 for the Fiscal Year 2021, effective July 1, 2020;

C. With no changes recommended for sewer facility fees, water connection fees, and water facility fees, those fees would not change at this time;

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

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that Section 13.40.030 of the Staunton City Code is hereby amended to read as follows:

13.40.030 (Effective July 1, 2019) Sewer connection and facilities fees.

(1) Connection Fees.

(a) The charge for all connections shall be ~~\$2,100~~\$2,600. This cost includes the service connection from the main to the right-of-way line, to be paid in advance of such connection. The foregoing notwithstanding, the director of public works may require that a higher deposit be made, prior to connection, if, in his opinion, the cost of such particular connection is likely to exceed ~~\$2,100~~\$2,600. Such deposit may be made in cash, by bond with corporate surety, or by a letter of credit payable to the city approved by the director of public works. If such higher deposit is made and the actual cost exceeds the deposit, the individual requesting the deposit shall owe the difference to the city which shall be due and payable within 30 days of billing; or, if the actual cost is less than the deposit, the city shall refund the difference to such individual within 30 days of completion of work.

...

13.40.030 (Effective July 1, 2020) Sewer connection and facilities fees.

(1) Connection Fees.

(a) The charge for all connections shall be ~~\$2,600~~\$3,100. This cost includes the service connection from the main to the right-of-way line, to be paid in advance of such connection. The foregoing notwithstanding, the director of public works may require that a higher deposit be made, prior to connection, if, in his opinion, the cost of such particular connection is likely to exceed ~~\$2,600~~\$3,100. Such deposit may be made in cash, by bond with corporate surety, or by a letter of credit payable to the city approved by the director of public works. If such higher deposit is made and the actual cost exceeds the deposit, the individual requesting the

deposit shall owe the difference to the city which shall be due and payable within 30 days of billing; or, if the actual cost is less than the deposit, the city shall refund the difference to such individual within 30 days of completion of work.

...
In all other respects, the provisions of Chapter 13.40.030 of the Staunton City Code remain the same and are hereby restated, confirmed and reordained.

Introduced: March 28, 2019

Adopted: April 25, 2019

Effective Date: July 1, 2019

/s/ Carolyn W. Dull
Carolyn W. Dull, Mayor

ATTEST: /s/ Suzanne F. Simmons
Suzanne F. Simmons
Clerk of Council

J. Consideration of Proposed Changes to Parking Rates

Ms. Colvin stated the total Parking Fund FY2020 budget is \$980,475; only \$513,075 in revenues is generated from parking fees. She noted the FY2020 budget proposal includes a 25% increase in parking rates to fund operational and capital expenses for the Parking Fund. The increased rates will result in an additional \$110,175 in revenue for the Parking Fund. Increased hourly, daily and monthly rates for the garages, lots and metered spaces are proposed to be effective July 1, 2019.

Ms. Colvin stated the proposed rate increase is necessary to fund operations, debt service for the 2018 bonds, and the purchase of capital equipment for the New Street parking garage and pay stations for the RMA, Hardy and Augusta Street parking lots. She noted the New Street parking garage would allow for 24/7 operation. The rate increase will also allow for a depreciation reserve of \$202,000 annually, required for future capital maintenance of the parking garages. The FY2020 budget also appropriates \$177,900 from fund balance and requires an interfund loan from the General Fund of \$289,500 to balance the budget. Annual loan payments can be established in the FY2021 budget to repay the loan to the General Fund over the next three to five years.

Mr. Holmes asked how the City's rates compared to other localities. Ms. Colvin stated the City's rates were very low.

Ms. Mead moved that City Council approve the proposed parking rates, to be effective as of July 1, 2019, as presented and recommended by the City Manager.

The motion was seconded by Mr. Holmes.

Ms. Oakes stated she was not in favor of any parking fee increase.

The motion carried as follows:

984

985 Ms. Oakes no Dr. Curren aye

986 Mayor Dull aye Mr. Holmes aye

987 Dr. Harrington aye Vice Mayor Kier aye

988 Ms. Mead aye

989

990 **K. Consideration of an Ordinance to Establish a Budget and Appropriation for**
991 **Fiscal Year 2020, July, 1 2019 – June 30, 2020**

992

993 Ms. Colvin stated she was presenting a balanced budget for FY2020. She noted several changes
994 had been made.

995

996 Revisions to the proposed FY2020 budget include:

997

998 General Fund revenue decrease—\$400,000:

- 999 • (\$400,000) decrease in real estate tax revenue by reducing the real estate tax rate by two
1000 cents. The real estate tax rate will be \$0.95/ \$100 of assessed value, effective January 1,
1001 2019.

1002

1003 General Fund expenditure decreases—\$400,000:

- 1004 • (\$100,000) decrease in the transfer to the Education Fund.
1005 • (\$ 88,100) decrease in the Assessor's office software. The project will be funded from the
1006 finance software reserve in the City Capital Improvement Plan.
1007 • (\$88,000) decrease in capital equipment for Public Works.
1008 • (\$50,000) decrease in capital equipment for Parks and Recreation.
1009 • (\$50,000) decrease in the transfer to the Debt Service Fund.
1010 • (\$10,000) decrease in compensation for the city manager's position due to
1011 retirement/turnover of the position.
1012 • (\$10,000) decrease in City Council special expenses.
1013 • (\$3,900) decrease in compensation for the finance department due to turnover savings.

1014

1015 The FY2020 Budget Ordinance:

1016

- 1017 • Totals \$119,916,740 (City Budget = \$81,609,190 and School Budget = \$38,307,550).

1018

- 1019 • Provides \$13,850,000 in local funding to Staunton City Schools, a \$650,000 increase.

1020

- 1021 • Provides \$7,384,826 for all annual debt service payments for all funds.

1022

- 1023 • Provides \$841,050 as a transfer to the City Capital Improvement Fund.

1024

- 1025 • Reduces the real estate tax rate 2 cents, to \$0.95/\$100, effective January 1, 2019.

1026

- 1027 • Maintains the current personal property tax rate at \$2.90, effective January 1, 2019.

1028

- 1029 • Maintains the current machinery and tools tax rate at \$1.24.

1030

- 1031 • Adds 2.5 full-time employee positions, including 1 for Public Works, and 1.5 for the Water
1032 Fund.

- Provides funds for a 3% salary increase for City employees, effective on the July 5, 2019 pay date.
- Provides for a 3% salary increase for Staunton City Schools employees, effective on the July 31, 2019 pay date for 12-month employees, and the August 31, 2019 pay date for 10 and 11-month employees.
- Provides \$873,333 in funding to outside agencies, an increase of \$57,486.
- Provides \$3,862,361 in funding for capital equipment for all funds.
- Provides for a 5% water rate increase.
- Provides no sewer rate increase.
- Provides no storm water rate increase.
- Provides for a 15% refuse/recycling rate increase.
- Provides for a 25% parking rate increase.

Dr. Curren moved to adopt an ordinance establishing and approving a budget for the City of Staunton and appropriating for fiscal year 2020, funds totaling \$119,916,740 and making an appropriation of a General Fund Transfer to the Education Fund totaling \$13,850,000, and fixing other tax rates and fees as proposed, advertised and considered for public hearing.

The motion was seconded by Ms. Mead.

Ms. Oakes stated she would be supporting the budget because City Council is reducing the real estate tax rate by \$0.02, from \$0.97 to \$0.95. She noted this was a monumental moment for this Council.

Mayor Dull stated the \$0.02 reduction didn't come easy and that Council didn't frivolously raise or lower the tax rate except when needed. She noted in this case, because of the increased assessments, Council felt it necessary to keep the elderly, disabled, and low-income residents in mind.

The motion carried as follows:

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

(SEE ATTACHMENT A – BUDGET ORDINANCE 2019-19)

Matters from the City Manager

Mr. Owen stated it was obvious that Council had just adopted another budget, but this is more than likely Ms. Colvin's last budget. He noted he had been blessed to work with her and thanked Council for its work on the budget as well.

Matters from the Public

Michelle Edwards, 112 Bell Creek Drive, voiced concerns over a recent incident at Bessie Weller Elementary School that involved a sign referring to illegal immigrants in the area. She noted she spoke to Dr. Smith, superintendent of schools, and thanked him for investigating. Ms. Edwards asked that the incident be discussed in the community, among Council members, and staff.

Baldwin Jennings, 332 Sharon Lane, stated he was concerned about the possible closure of the Gypsy Hill Park golf course. He asked Council to reconsider its possible closure as it is an integral part of the park and City.

There was no one else wishing to speak.

Mayor Dull encouraged residents to support the golf course to avoid closure.

Vice Mayor Kier thanked Ms. Edwards for speaking. He noted all citizens were immigrants and for someone to try to label or exclude people is not Staunton, Virginia and it would not be allowed.

Mayor Dull added there is an issue of treating with respect and just being a decent person. She noted at the meeting that morning with Senator Kaine, there were employers who can't expand their manufacturing due to a lack of people to hire and that problems were created with immigration restrictions.

Adjournment

There being no further business to come before Council, the meeting adjourned at 8:35 p.m.

Suzanne F. Simmons
Clerk of Council

Ordinance No. 2019-19

**AN ORDINANCE ESTABLISHING A BUDGET FOR THE
CITY OF STAUNTON, VIRGINIA, FOR THE FISCAL YEAR
BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020,
APPROPRIATING FUNDS FOR PUBLIC PURPOSES FOR SUCH FISCAL YEAR;
ESTABLISHING A TAX RATE ON TAXABLE PERSONAL PROPERTY,
REAL ESTATE AND PROPERTY OF PUBLIC SERVICE CORPORATIONS;
ESTABLISHING AND IMPOSING A SERVICE CHARGE ON
CERTAIN REAL PROPERTY EXEMPT FROM TAXATION;
AND CONTINUING IN EFFECT ALL ORDINANCES OF THE
CITY OF STAUNTON, VIRGINIA, RELATING TO TAXES, LICENSES,
FEES, SERVICE CHARGES, COSTS AND OTHER CHARGES AND
ALL ORDINANCES RELATING TO THE TIME OF
PAYMENT THEREOF AND COLLECTION THEREOF, EXCEPT AS HEREIN
SPECIFICALLY MODIFIED**

BE IT ORDAINED by the Council of the City of Staunton, Virginia, as follows:

SECTION 1. The following budget, annexed and incorporated by reference, totaling **\$119,916,740** for the City of Staunton, Virginia for the fiscal year beginning July 1, 2019 and ending June 30, 2020 is hereby proposed, approved and adopted:

(SEE ATTACHED BUDGET, incorporated by reference)

SECTION 2. Public revenues of the City of Staunton, Virginia are hereby appropriated for public purposes for the fiscal year beginning July 1, 2019, and ending June 30, 2020, as set forth in the appropriate Section of such budget.

SECTION 3.

3.1. The tax rate for all real estate, including real estate owned by public service corporations, subject to tax for the calendar year beginning January 1, 2019, shall be and is fixed at \$0.95 per \$100.00 of assessed value of such property per year, with assessed values being established through biennial reassessments pursuant to Section 58.1-3253 of the Code of Virginia, as amended, as of January of every odd numbered year.

3.2. The tax rate for all real property and improvements located in the Downtown Service District is subject to an additional tax for the calendar year beginning January 1, 2019, which shall be and is fixed at \$0.15 (fifteen cents) per \$100.00 of assessed value of such property for calendar year 2019. Assessed values for the Downtown Service District shall be established through biennial reassessments pursuant to Section 58.1-3253 of the Code of Virginia, as amended, as of January 1 of every odd numbered year. These rates shall continue until modified by action of the Council of the City of Staunton, Virginia.

SECTION 4.

4.1. The tax rate for all personal property, including vehicles owned by public service corporations (but excluding machinery and tools, referenced and defined in Section 58.1-3507 of the Code of Virginia, as amended), subject to tax for the calendar year beginning January 1, 2019, shall be fixed at \$2.90 per \$100.00 of assessed value per year.

4.2. The tax rate for machinery and tools as defined in Section 58.1-3507 of the Code of Virginia, as amended, subject to tax for the calendar year beginning January 1, 2019 shall be and is fixed at \$1.24 per \$100.00 of assessed value per year.

SECTION 5. For the period of July 1, 2019, through June 30, 2020, certain categories of property exempted from taxation under Section 58.1-3600 et seq. of the Code of Virginia, as amended, shall be assessed and have imposed a fee or service charge based on the assessed value of the real estate and the amount which the City of Staunton expended in the year preceding for police and fire protection and, in the case of faculty and staff housing of an educational institution, the cost of public school education. The categories of property eligible for such assessment, and the method for calculating the assessment, are prescribed in Section 58.1-3400 et seq. of the Code of Virginia, as amended.

SECTION 6. The rate of service charge or fee imposed for property subject to such charge or fee under Section 5 of this ordinance shall be and is fixed and imposed at \$0.19 per annum per \$100.00 of assessed value and \$0.48 per annum per \$100.00 of assessed value for faculty and staff housing of an educational institution for the 2019 calendar year. The service charge shall be and is payable in one installment on December 15, 2019. Any service charge not paid when due shall bear interest computed at the rate of 10% per annum from the due date until paid.

SECTION 7. The real estate lawfully owned by the County of Augusta lying wholly or partly in the corporate limits of the City of Staunton, Virginia, shall be exempt from the service charge imposed by Section 5 of this ordinance.

SECTION 8. It is the intention of Section 5, 6 and 7 of this ordinance to conform to and meet all the requirements of Section 58.1-3400 et seq. of the Code of Virginia, as amended, and shall be read and construed accordingly.

SECTION 9. The annual salary for each member of the Council of the City of Staunton, Virginia, is hereby established as follows and shall remain in effect until formal action is taken to amend this ordinance:

Mayor	\$11,000
Vice-Mayor	\$10,000
Council Member	\$10,000

SECTION 10.

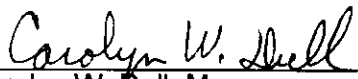
10.1. The City Manager is hereby authorized to transfer funds from one line item to another line item within each Fund of such budget, with the exception of the general contingency account.

10.2. Authorization is hereby given to the City Manager to withhold or postpone the expenditure of any funds appropriated by and in this ordinance when it appears to the City Manager that it would be in the best interests of the City for such expenditure to be withheld; but, this provision shall not in any way limit or restrict the right of the Council of the City of Staunton, Virginia, in its sole discretion to the fullest extent permitted by law, to direct immediate disbursement of any appropriated funds when the Council of the City of Staunton, Virginia, is of the opinion that the funds should be expended regardless of the position or action or inaction of the City Manager.

SECTION 11. Any ordinance in conflict with this ordinance is hereby repealed to the extent and only to the extent that such conflict exists. However, all ordinances not in conflict with this ordinance shall continue in effect, including specifically all ordinances of the City of Staunton, Virginia relating to taxes, licenses, fees, service charges, costs and payment and collection thereof continuing in effect except as herein specifically modified.

SECTION 12. If any part of this ordinance is found to be invalid by competent authority, the remaining portions of this ordinance shall continue in effect to the fullest extent permitted by law.

INTRODUCED: March 28, 2019
PUBLIC HEARING ADVERTISE DATE: April 2, 2019
PUBLIC HEARING DATE: April 11, 2019
ADOPTED: April 25, 2019
EFFECTIVE DATE: July 1, 2019


Carolyn W. Dull, Mayor

ATTEST: 
Suzanne F. Simmons
Clerk of Council

**CITY OF STAUNTON, VIRGINIA
FY 2020 PROPOSED BUDGET**

GENERAL FUND

ANTICIPATED REVENUE

General Property Taxes	\$	26,390,500
Other Local Taxes		15,507,000
Commonwealth of Virginia		12,404,363
Current Service Charges		1,822,366
Federal Revenue		1,283,507
Recovered Costs		1,146,264
Licenses and Permits		280,900
Use of Money and Property		246,100
Fines and Forfeitures		165,500
Miscellaneous		28,500
Total Revenue	\$	59,275,000

APPROPRIATIONS

Transfer to Education Fund	\$	13,850,000
Public Safety		12,087,308
Health and Welfare		7,088,026
Public Works		6,288,654
General Government Administration		6,381,791
Transfer to Debt Service Sinking Fund		4,844,415
Parks, Recreation, Library, and Cultural		3,897,262
Judicial Administration		2,050,032
Community Development		1,938,462
Transfer to the City CIP Fund		841,050
Educational Agency Contributions		8,000
Total Appropriations	\$	59,275,000

DEBT SERVICE SINKING FUND

ANTICIPATED REVENUE

Transfer from the General Fund	\$	4,844,415
Total Revenue	\$	4,844,415

APPROPRIATIONS

Debt	\$	4,844,415
Total Appropriations	\$	4,844,415

CAPITAL IMPROVEMENTS PROJECT FUND

ANTICIPATED REVENUE

Transfer from the General Fund	\$	841,050
Total Revenue	\$	841,050

APPROPRIATIONS

Capital Improvements	\$	841,050
Total Appropriations	\$	841,050

BLUE RIDGE COURT SERVICES FUND

ANTICIPATED REVENUE

Non Capital Grants/ Contributions	\$	772,391
Miscellaneous		100,869
Charges for Services		183,400
Total Revenue	\$	1,056,660

APPROPRIATIONS

Operations	\$	1,056,660
Total Appropriations	\$	1,056,660

WATER FUND**ANTICIPATED REVENUE**

Charges for Service	\$	4,424,000
General Revenues		555,000
Total Revenue	\$	<u>4,979,000</u>

APPROPRIATIONS

Operations	\$	3,361,893
Debt		855,107
Capital		<u>762,000</u>
Total Appropriations	\$	<u>4,979,000</u>

SEWER FUND**ANTICIPATED REVENUE**

Charges for Services	\$	3,870,000
General Revenues		942,390
Total Revenue	\$	<u>4,812,390</u>

APPROPRIATIONS

Operations	\$	2,402,004
Debt		1,412,397
Capital		<u>997,989</u>
Total Appropriations	\$	<u>4,812,390</u>

PARKING FUND**ANTICIPATED REVENUE**

Charges for Services	\$	442,875
Interfund Loan	\$	289,500
General Revenues		<u>248,100</u>
Total Revenue	\$	<u>980,475</u>

APPROPRIATIONS

Operations	\$	262,675
Debt		467,400
Capital		<u>250,400</u>
Total Appropriations	\$	<u>980,475</u>

STORMWATER FUND**ANTICIPATED REVENUE**

Charges for Services	\$	755,000
General Revenues		831,250
Total Revenue	\$	<u>1,586,250</u>

APPROPRIATIONS

Operations	\$	386,250
Capital		<u>1,200,000</u>
Total Appropriations	\$	<u>1,586,250</u>

ENVIRONMENTAL FUND**ANTICIPATED REVENUE**

Charges for Services	\$	2,857,950
General Revenues		370,000
Non Capital Grants/ Contributions		<u>6,000</u>
Total Revenue	\$	<u>3,233,950</u>

APPROPRIATIONS

Operations	\$	2,841,978
Capital		<u>391,972</u>
Total Appropriations	\$	<u>3,233,950</u>

EDUCATION FUND**ANTICIPATED REVENUE**

Commonwealth of Virginia	\$	16,736,477
Transfer from the General Fund		13,850,000
Federal Government		1,761,834
Charges for Services		1,014,781
General Revenues		<u>274,558</u>
Total Revenue	\$	<u>33,637,650</u>

APPROPRIATIONS

Administration and Operation of Schools	\$	<u>33,637,650</u>
Total Appropriations	\$	<u>33,637,650</u>

CAFETERIA FUND**ANTICIPATED REVENUE**

Operating Grants	\$	1,007,100
Charges for Service		318,400
General Revenues		114,500
Total Revenue	\$	1,440,000

APPROPRIATIONS

Operations	\$	1,440,000
Total Appropriations	\$	1,440,000

SCHOOL TEXTBOOK FUND**ANTICIPATED REVENUE**

Commonwealth of Virginia	\$	159,000
General Revenues		141,000
Total Revenue	\$	300,000

APPROPRIATIONS

Operations	\$	300,000
Total Appropriations	\$	300,000

SCHOOL CAPITAL IMPROVEMENTS PROJECT FUND**ANTICIPATED REVENUE**

General Revenues	\$	100,000
Total Revenue	\$	100,000

APPROPRIATIONS

Capital Improvements	\$	100,000
Total Appropriations	\$	100,000

STATE OPERATED PROGRAMS**ANTICIPATED REVENUE**

Operating Grants	\$	2,370,148
General Revenues		459,752
Total Revenue	\$	2,829,900

APPROPRIATIONS

Operations	\$	2,829,900
Total Appropriations	\$	2,829,900

Grand Total Revenues	\$	119,916,740
Grand Total Expenditures	\$	119,916,740
Balance	\$	-

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	May 23, 2019	Staff Members: Rodney Rhodes Tim Hartless
Item #	A	
Ordinance #		
Department:	Community Development — Planning and Zoning	
Council Vision:	Built Environment	
Subject:	Continued 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	

Procedural History: Subsequent to the receipt of late submissions by the applicant prior to Council's meeting on May 9, 2019, Council opened and conducted a public hearing to receive public comment on this application for a Special Use Permit. Council also adopted a motion during the meeting to continue the public hearing to Council's May 23 meeting, to afford staff, members of Council and the public an opportunity to review the applicant's further submissions.

Background: JMB Investment Company LLC, is requesting a Special Use Permit to construct a 9,100 square foot 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 the 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 Premier Moving, as permitted by a Special Use Permit 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 Virginia 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. County staff noted:

While a convenience store of the type requested, is not necessarily incompatible with low density residential development, we would urge conditions be placed to mitigate potential incompatibility such as lighting, hours of operation, and outdoor display of merchandise.

They also noted that safety at this intersection has been a topic of long-term discussion and is one of the County's 16 priority transportation projects in the 2014/2015 Comprehensive Plan Update. VDOT noted that any commercial development of this property could adversely affect any future intersection/interchange improvements at Route 262 and 613; however, staff further noted "[t]here are currently no active plans or funding associated with the Route 262/Springhill Road intersection."

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.

The subject property, as well as the property directly across Springhill Road, was first designated Planned Business in Staunton's 1996 Comprehensive Plan. The designation continued in subsequent updates (2003 and 2010) and in the current draft (2018). The designation is consistent with several other road crossings of Route 262. Properties in the vicinity of Commerce Road, Churchville Avenue and Bells Lane have the same land use designation where they intersect Route 262.

The B-3, Planned Business District, is intended to permit the development of neighborhood business areas. Staunton City Code, in describing the district provides:

Within this district, the location of buildings, design of buildings, parking areas, and other open spaces shall be controlled in such a manner that it will not be a detriment to the adjoining residential property or to the neighborhood in general.

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 the agenda package. 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 the site 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; 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 that proposed by the applicant. Initially, the applicant proposed to use the standard Dollar General façade similar to its stores on West Beverley Street and Greenville Avenue; however, the applicant subsequently submitted revised elevations and photographs of a brick façade. All of these revised plans are included as attachments.

Staff recommended conditions for 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 District. The recommended conditions included the following:

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 and safety 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. The Commission members during their discussions noted the following additional possible conditions:

12. Require the submittal of a Traffic Impact Analysis (TIA) to determine the impacts of the proposed development on the existing road network.
13. Require the landscape to be maintained.
14. Prohibit the outside display of merchandise.

On a 3-1-1 vote, the Commission, noting their concerns with safety and changing the character of the area, recommended denial of the Special Use Permit.

New Information: Prior to City Council's meeting on May 9, staff received additional information regarding the proposal and its potential impact on the area.

VDOT provided the following summary of crash data associated with the 262/613

intersection (includes operational areas/approaches of intersection) for the last five years (2014-present):

- Fatality: 0
- Incapacitating Injury: 2 (2018 Head On Crash, 2015 Other Crash)
- Non-Incapacitating Injury: 4 (2019, 2018, 2017, 2015 All Angle Crashes)
- Possible Injury: 1 (2015 Angle Crash)
- Property Damage Only: 2 (2018 and 2014, Both Angle Crashes)

The past 5 years of crash data do not result in a Potential Safety Improvement ranking from VDOT which would prioritize the intersection for studies and funding to mitigate safety issues. VDOT has also provided the attached (Attachment 9) accident summary analysis of the intersection for the period 1992 through 2019.

The applicant submitted a Traffic Impact Analysis (Attachment 10). The analysis concludes that the proposed Dollar General store will have a minimal impact on the traffic and transportation systems in the area. The proposed entrance will be outside of the “functional area” of the 262/Springhill intersection, and thereby should have no direct adverse impacts on the intersection, other than the additional traffic generated by the proposed development. The City Engineer reviewed the analysis and in a memorandum dated May 17, 2019 (Attachment 11) concurs with its conclusions that “although the proposed Dollar General will add to the traffic in the area (approximately 376 new trips near an intersection with nearly 10,000 trips per day), its individual effect on the surrounding transportation is very low.” VDOT staff also reviewed the Traffic Impact Analysis and by email dated May 17, 2019 (Attachment 12), provided to City staff a VDOT review of the analysis.

The applicant provided details of its proposed freestanding sign (Attachment 13). Proposed sign height is eight feet; the maximum allowed is 15 feet. The proposed sign area is 24 square feet and the maximum allowed is 30 square feet. External lighting is proposed with four downward pointed fixtures (two on each face) which are fully shielded. At this location, only external illumination is permitted because of adjacent residentially zoned property. The sign must have a base constructed of materials which reflect site and building materials. Therefore, staff recommends the following additional condition:

15. The freestanding sign shall have a base constructed of brick. The base shall not exceed three feet in height.

The applicant provided revised elevations of the building showing brick façade on all sides. While the brick façade is an improvement over the typical Dollar General store, windows are recommended to provide interest and surface variations on building elevations. Building walls without windows are discouraged. Staff therefore recommends the following additional condition:

16. Windows shall be added to the elevations to break up the large blank building walls and add variation to the façade.

It is staff’s opinion that the revised landscape plan fails to meet the area regulations of 18.65.030 which provides:

There shall be a 25-foot setback from all streets and all adjoining residential property. The setback shall act as a buffer between the business and residential uses. It shall be fully landscaped and maintained with grass and with trees or shrubbery of sufficient height and density to serve as a screen between the business zone and the residential zone. The buffer zone shall be considered as part of the lot area but shall not be used for any business purpose such as buildings, parking lots, signs, or any accessory use.

The existence of utility easements (overhead lines) and onsite septic and underground stormwater detention facilities in the 25-foot buffer are problematic in providing a buffer that is “fully landscaped.” The applicant will need to provide assurance that a landscaped buffer can be provided within the designated buffer or reduce the footprint of the building and parking area to comply with this provision. Furthermore, the City’s horticulturist notes that:

The screening & landscaping shown are not adequate, would need large, evergreen trees. The existing maples would not be enough to screen the property. When the landscape business operated at this site, I accepted the existing maples as screening but this is a very different use that would bring people after dark & lighting, you really need large evergreen trees. I would not accept the crape myrtles, marginally hardy here, also the nandinas speckled as parking screening would not work.

Finally, a request has been received asking for about the success/failure ratio of Dollar General stores. Because the company is not publicly traded, such detailed information is not obtainable by the City. From those sources which are available to the City, staff is only able to note that the company is in an expansion mode.

Original Attachments:

- Attachment 1—Application for Special Use Permit and Supporting Documents Submitted by the Applicant
- Attachment 2—Location Map -1930 and 1932 Springhill Road
- Attachment 3—Letter dated April 10, 2019, from Dollar General Corporation to Planning and Zoning Division, with additional comments regarding the operation of the business
- Attachment 4—Revised Site Lighting Plan showing lower light levels at the property line along Springhill Road
- Attachment 5—Revised Landscaping Plan showing additional plantings in the buffer areas
- Attachment 6—Letter dated April 18, 2019, from Charles Bishop to the Planning Commission opposing the Special Use Permit (presented at the Planning Commission meeting)
- Attachment 7—Petition in opposition to the Special Use Permit (presented at the Planning Commission meeting)

New Attachments (submitted by the applicant after the Planning Commission meeting to address staff comments):

Attachment 8—Revised Exterior Elevations to show brick on all sides

Attachment 9—Accident Summary Analysis dated May 17, 2019, prepared by Virginia Department of Transportation

Attachment 10— Traffic Impact Analysis dated May 8, 2019, prepared by CDM Smith

Attachment 11— Memorandum dated May 17, 2019, from Nickie D. Mills, PE, City Engineer to Rodney Rhodes, Senior Planner concerning Traffic Impact Study

Attachment 12— Email dated May 17, 2019, from David B. Atwood, P.E., Virginia Department of Transportation, to Rodney S. Rhodes and Nickie D. Mills

Attachment 13— Freestanding Sign Details

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

I move that Council deny the request for Special Use Permit for 1930 and 1932 Springhill Road as recommended by the Planning Commission.

I move that Council approve the request for a Special Use Permit for 1930 and 1932 Springhill Road with the 16 conditions noted in the staff briefing.

I move that Council remand the Special Use Application to the Planning Commission for its review of the additional information submitted by the applicant.

City Manager: Stephen F. Owen



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 Elm Drive Knoxville, TN 37919

PHONE #: 865-200-4770

E-MAIL ADDRESS: garron@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

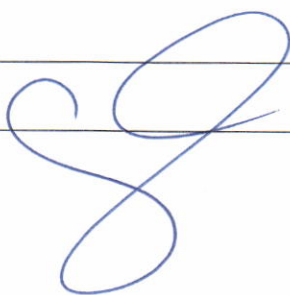
PRESENT ZONING OF THE PROPERTY: B-3

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.



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

1 00/100 Dollars

2. 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.

Section 4. Deed and Possession.

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.

Section 5. Seller's Warranties and Representations.

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 statute, 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's 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 of 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 Section 7.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: TeraStables@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:

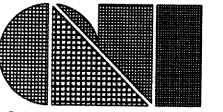
JMB Acquisition Company, LLC

By: [Signature]
Michael E. Schaad

Date: 12/28/18

8





C.L. Helt, Architect Inc.

1136 Greenwood Cliff
Charlotte, NC 28204

Ph. 704-342-1686
Fx. 704-343-0054
E-MAIL INFO@CLHET.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

THIS DRAWING AND ITS COPIES ARE THE PROPERTY
OF THE ARCHITECT. THEY SHALL NOT BE USED FOR
PROJECTS OTHER THAN THE DESIGNATED PROJECT
WITHOUT THE SPECIFIC WRITTEN APPROVAL OF C.L.
HELT, ARCHITECT INC. AND/OR TRUSTEES/JOINT VENTURE
ARCHITECTS

Drawn By:

S. GRANDISON

Checked By:

D. MYERS

Revisions:

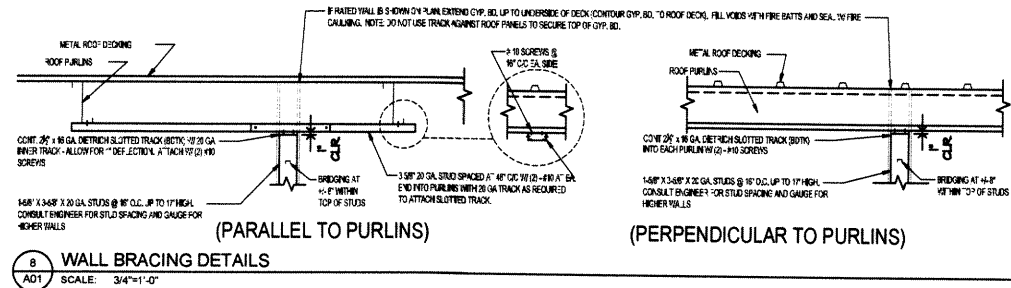
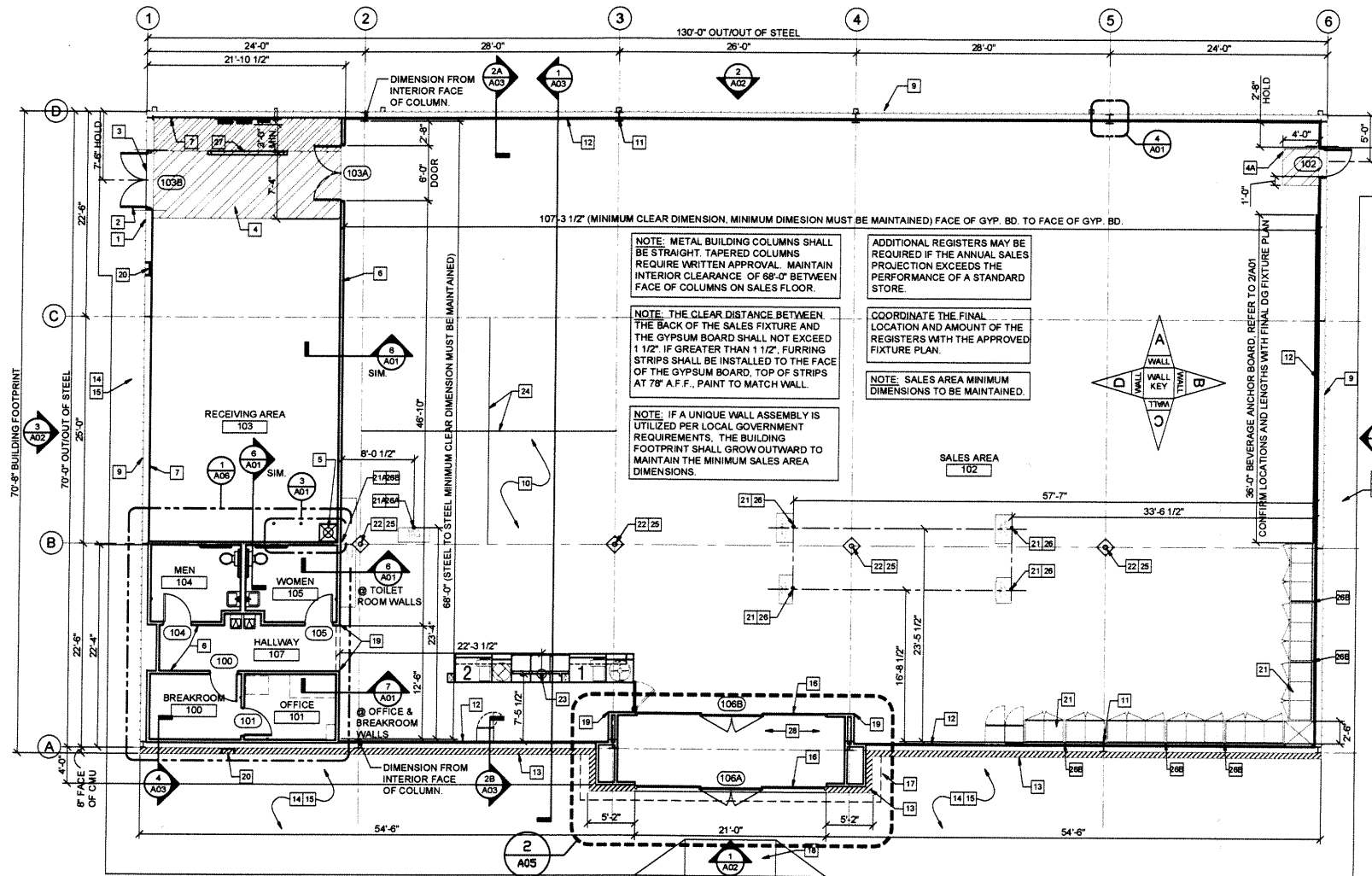
1
2
3
4

Date:

02/21/19

Sheet No.

A01

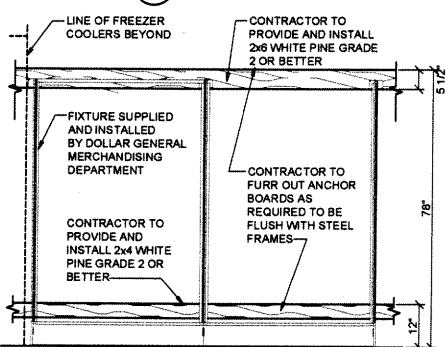


FLOOR PLAN KEYED NOTES

- RECEIVING DOOR BUZZER - TORK M.D.#725 OR EQUAL
- DOOR SCOPE. REFER TO DOOR SCHEDULE.
- WEATHER STRIP & LOW PROFILE THRESHOLD. SEE DOOR SCHEDULE.
- STRIPES FLOOR FOR DESIGNATED EGRESS PATH (PAINT YELLOW) AND 3'-0\"/>
- STRIPES FLOOR FOR DESIGNATED ADA EGRESS PATH (PAINT YELLOW).
- PROVIDE AND INSTALL A TEN GALLON WATER HEATER (OR LARGER IF REQUIRED BY CODE) ABOVE THE MOP SINK. SEE DETAIL 6/A06.
- 3\"/>
- METAL LINER PANELS TO 8'-0\"/>
- NOT USED.
- METAL BUILDING PANELS (BY PEMB). PROVIDE TAMPER-RESISTANT FASTENERS FOR BOTTOM 8'-0\"/>
- CONCRETE SLAB WITH STRUCTURAL MIN. 8\"/>
- METAL BUILDING FRAME. REFER TO NOTED WALL SECTION FOR ADDITIONAL INFORMATION.
- 1/2\"/>
- 8\"/>
- PROVIDE PROPER ANCHORAGE TO STRUCTURE.
- SLOPE CONCRETE 1\"/>
- COORDINATE CONCRETE SIDEWALK WITH CIVIL AND BROOM FINISH, TYPICAL.
- BRONZE STOREFRONT SYSTEM. REFER TO NOTED WALL SECTION FOR ADDITIONAL INFORMATION. CONTINUE GYPSUM BOARD ABOVE STOREFRONT TO DECK.
- LINE OF SOFFIT OR CANOPY ABOVE.
- A.D.A. COMPLIANT ACCESSIBLE RAMP WITH YELLOW PAINTED SIDES TO ACCESSIBLE PARKING STALLS. SEE CIVIL FOR LOCATION. ENSURE LOCATION ALLOWS MIN. 5'-0\"/>
- MC CUE CART AND BUMPER GUARDS. TOP INSTALLED @ 3'-5\"/>
- WALL HYDRANT. REFER TO PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
- REFRIGERATION BY DOLLAR GENERAL.
- BEAUTY AND COSMETICS SHELVING AND EQUIPMENT.
- ROUND PIPE STEEL COLUMN WITH RECESSED BASE PLATE. PAINT SW7005 PURE WHITE. WRAP COLUMN WITH TIGHT LOOP CARPET (BLACK) FROM BASE TO 48\"/>
- POWER POLE. COORDINATE FINAL LOCATION WITH FINAL DOLLAR GENERAL FIXTURE PLAN (F01).
- CONTROL JOINTS SHOWN FOR REFERENCE ONLY. PROVIDE CONTROL JOINTS AS SHOWN ON S-1.
- FLOOR AREA AT BASE OF COLUMNS. WITHIN THE CONST JOINTS. TO BE PAINTED BLACK MAGIC TINT.
- ENDCAP COOLER/FREEZER AND DISPLAY LIGHTING AS NEEDED TO BE HARDWIRED THROUGH WHITE SO CORD. GC TO LEAVE BOTTOM HANGING AT 8\"/>
- BEAUTY STATION TO BE HARDWIRED THROUGH WHITE SO CORD. GC TO LEAVE BOTTOM HANGING AT 48\"/>
- WALL OUTLETS FOR BANKS OF COOLERS AND FREEZERS AND COSMETICS VANCE. SEE ELECTRICAL FOR DETAILS.
- MC CUE RAILING IN FRONT OF ELECTRICAL PANELS. 8'-0\"/>
- CART AREA. REFER TO S & 6/A06.

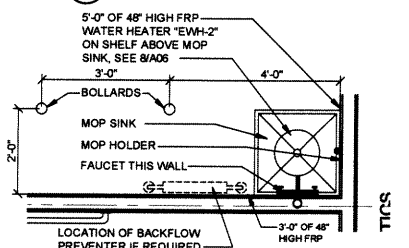
1 FLOOR PLAN

A01 SCALE: 1/8\"/>



2 ANCHOR BOARD DETAIL

A01 SCALE: 1/2\"/>



3 ENLARGED MOP SINK PLAN

A01 SCALE: 1/2\"/>

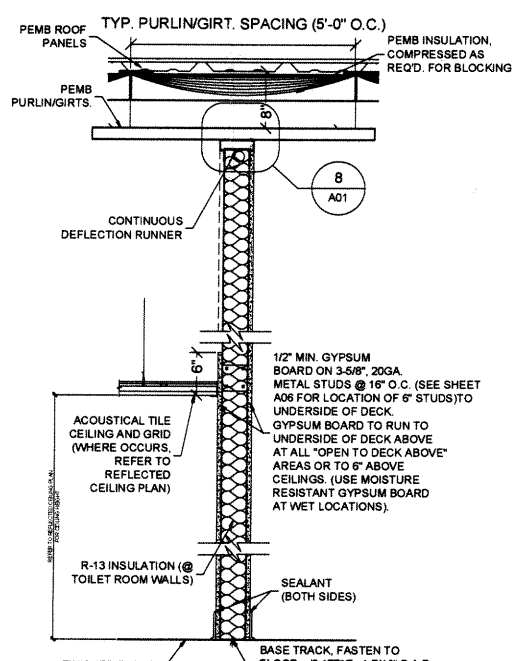
4 DETAIL AT COLUMN

A01 SCALE: 1/2\"/>



5 NOT USED

A01 SCALE:



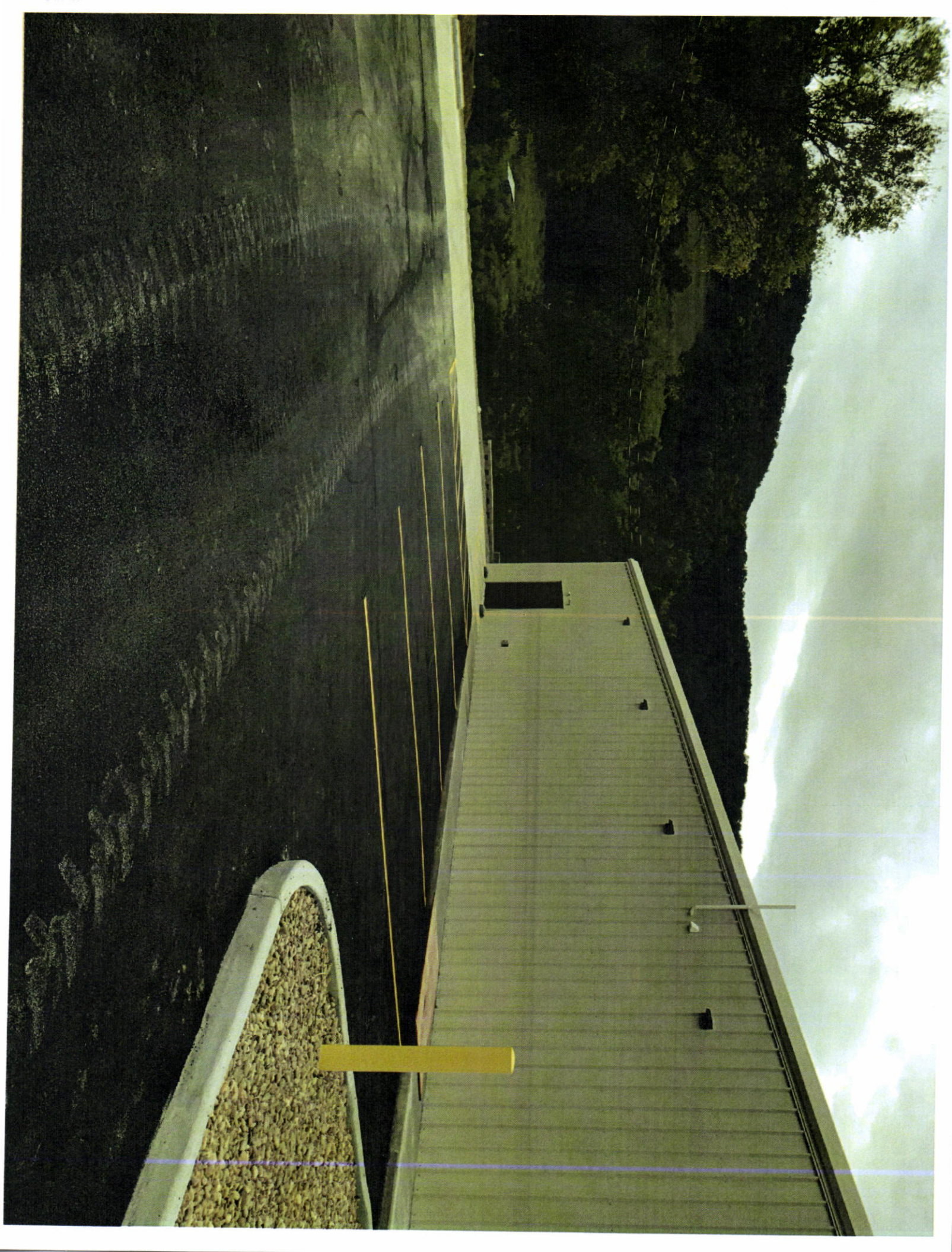
6 TYPICAL PARTITION

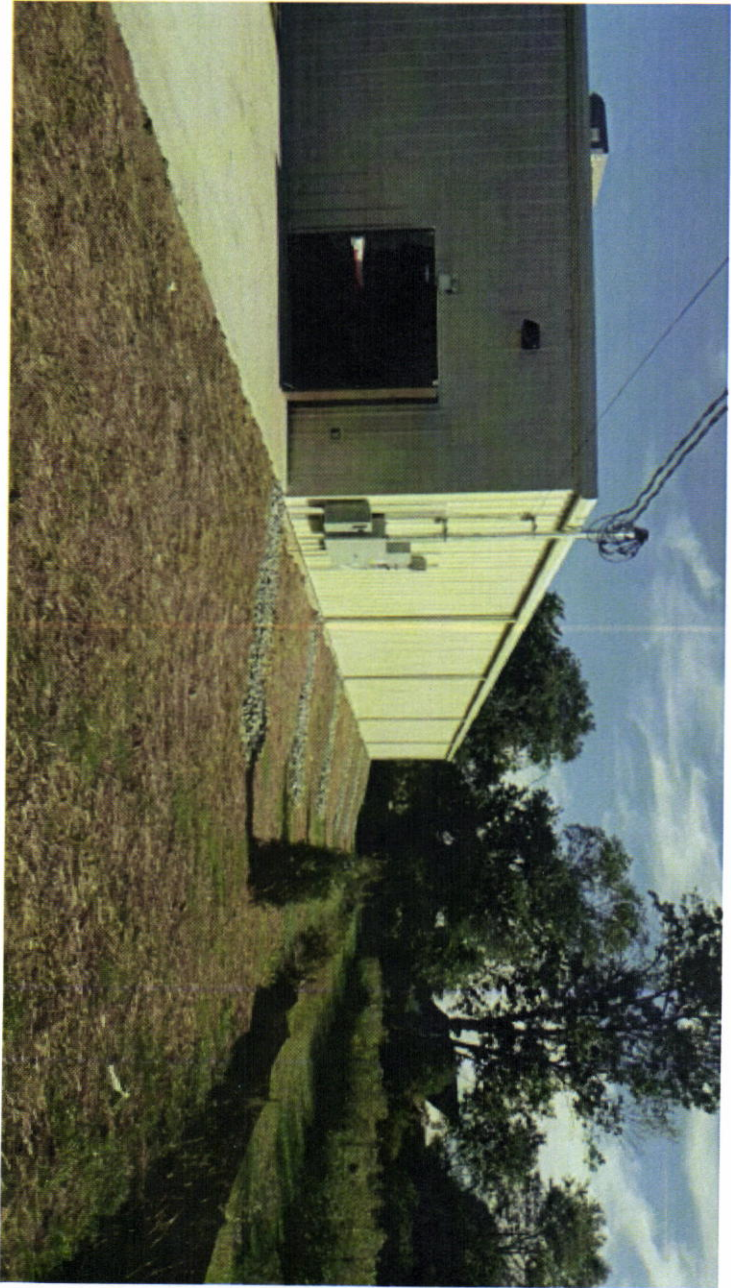
A01 SCALE: 1\"/>

7 PARTITION-OFFICE & BREAKROOM

A01 SCALE: 1\"/>







REVISIONS	NO.	DATE	DESCRIPTION	BY

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.

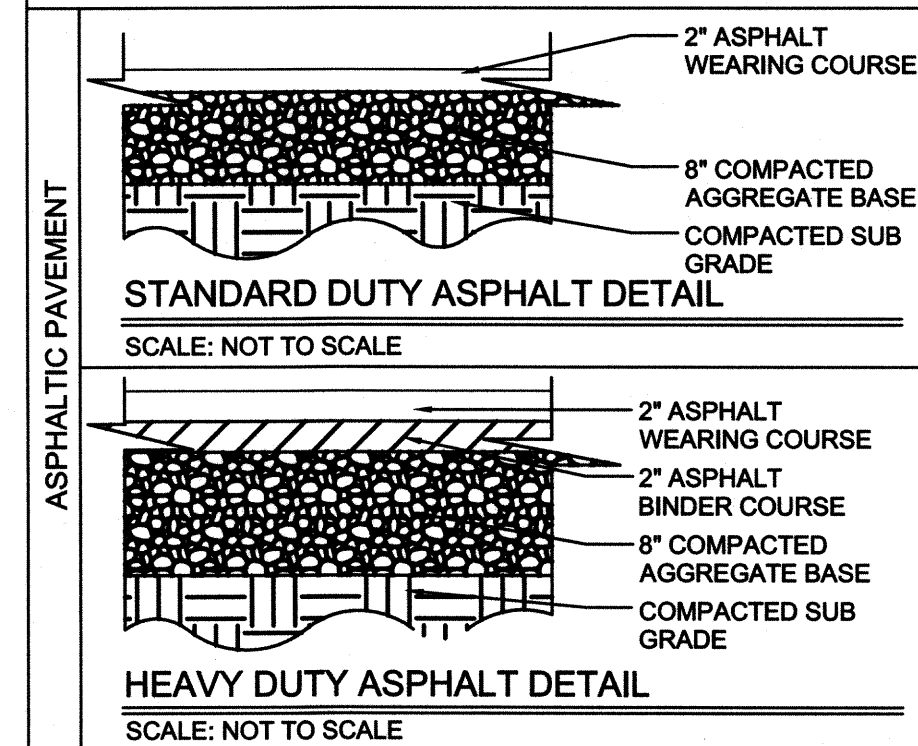
NOTE:
PARKING REQUIREMENTS:
2374 SQ. FT RETAIL = 2374/100 = 24 SPACES REQUIRED

10 EMPLOYEES = 3 SPACES
43 SPACES REQUIRED
43 PROVIDED

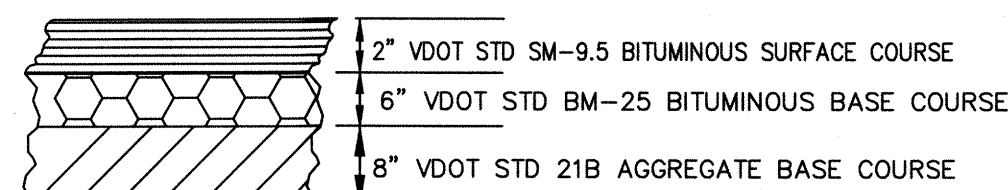
VA 6TH ORDER: PS06
HUC CODE: HUC12: 02070050301
RECEIVING WATERS: LEWIS CREEK

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 308R (GUIDE FOR DESIGN AND CONSTRUCTION OF CONCRETE PARKING LOTS) FOR JOINT DESIGN AND LAYOUT.



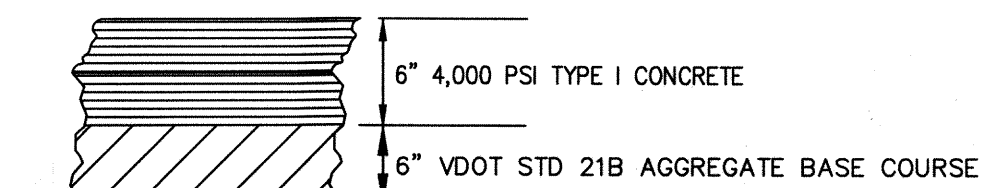
R.O.W. HEAVY DUTY PAVEMENT



PAVEMENT SECTION "R.O.W. HEAVY DUTY"

N.T.S.

CONCRETE RECOMMENDATIONS



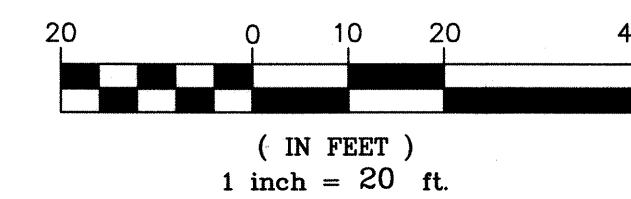
CONCRETE SECTION "LOADING AREA"

N.T.S.

LEGEND:

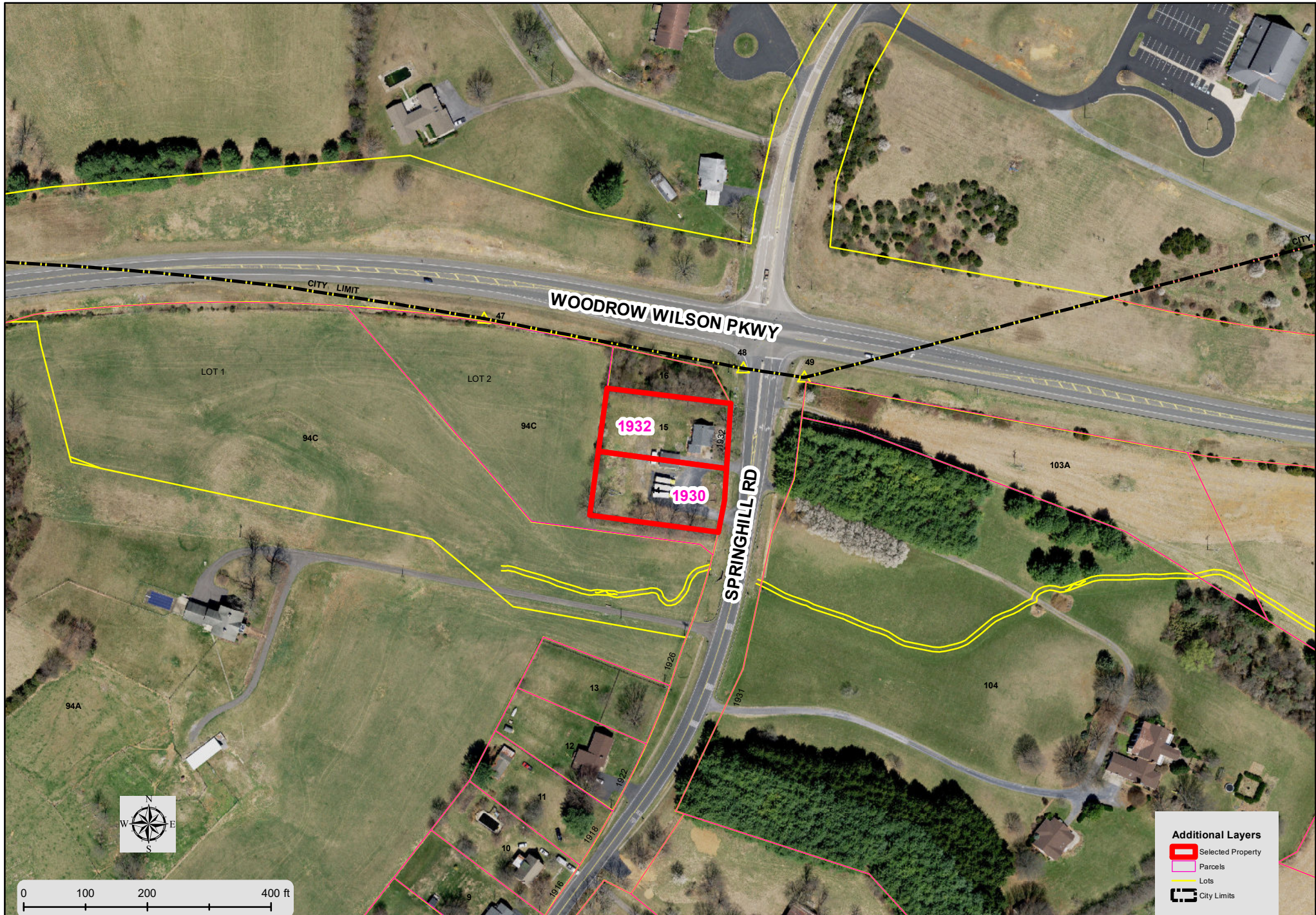
- EIP-EXISTING IRON
- NIP-NEW IRON PIN/PK NAIL
- △ C.P.-COMPUTED POINT
- ⊙ EX R/W DISK
- R/W-RIGHT OF WAY
- OHE-OVERHEAD ELECTRIC
- PIN: TAX PARCEL ID. No.
- SIGN
- BOLLARD
- MAIL BOX
- TELEPHONE PEDESTAL
- ⊠ ELECTRIC TRANSFORMER
- ⊞ CABLE TELEVISION
- ⊗ ELECTRIC METER
- ⊙ LIGHT POLE
- ⊙ WITNESS POST
- ⊙ 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



Location Map - 1930 and 1932 Springhill Road

Attachment 2



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.

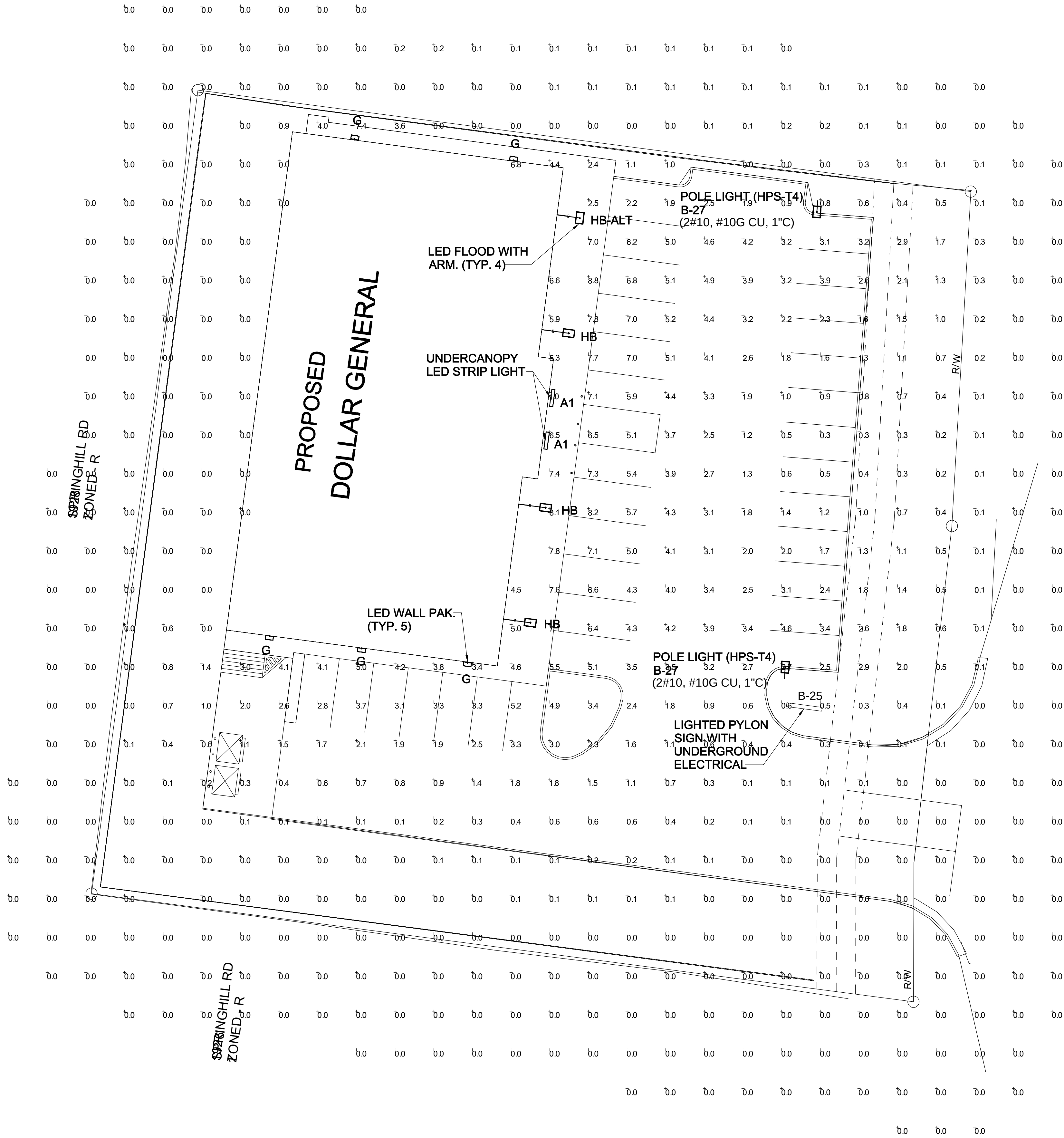
One area which we are balanced between development cost and customer need is parking requirements and accessibility for our build-to-suit locations. Our stores average 15 to 20 transactions per hour. We have estimated and confirmed that 30 spaces will accommodate the customer flow rate that our business 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



- 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.

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 ORDINACES.
- 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

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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 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.

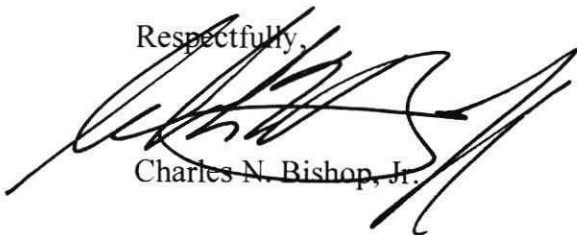
Since 1972, I have observed and, on numerous occasions, participated in Planning Commission and/or City Council sessions. Admittedly, it has been some years since I have done either. I cannot attend this evening, but am submitting the following:

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,

A handwritten signature in black ink, appearing to be 'C. N. Bishop, Jr.', written over the printed name.

Charles N. Bishop, Jr.

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.ketuse@yahoo.com

Milesh Patel Miles8231@gmail.com.

Dave Copper 1603 Ridgeway Dr., Staunton, Va 24401

daveinthewoods@gmail.com

Pam Gibson 74 Heizers Tanyard Rd. Churchill

pgibson93@gmail.com

Royce Gibson 74 Heizers Tanyard Rd.

roycegibson@gmail.com

Robert Whitescarver 120 Trumbles Mill Rd Swazee, VA

Jennifer J. Trippier 1648 Wickham Lane, Waynesboro VA 22980

niferanne@gmail.com

Carol Turrette 823 Wagon Shop Midway, VA

Jonathan Kern 823 Wagon Shop 24459 24459

Jeff Biby 26 Dover St Staunton, VA 24401

Jennifer Lewis 113 Ins Dr, Wboro 22980

Pat Clark 150 W. Beverly St Apt 5 Staunton Va

Deane Kowal 224 Kaolen Spring Greenville 24440

Pat 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

ALLISON WHITE 6945 WINGTON WAY VIERA FL 32940

Candy Neff 3302 Morris Mill Staunton VA 24401

Quanda Sizer 925 Washington Ave Wboro VA 22980

Leanne Thomas 120 Trumbles Mill Rd. Swazee VA

Jennifer Kitchen 138 Fairmont Dr Staunton 24401
 Anne Hunter 809 N. Braeburn Pl. Staunton, Va 24401
 Don Blume 497 FIDDLEHEAD LA., HINTON, VA 21831
 Yale Ayl Di 103 Taylor St. Staunton, VA 24401
 Lyahn " " " "
 Faith Kearse 2435 Shutterlee Mill Rd Staunton 24401
 Matt Garland 2435 Shutterlee Mill Rd Staunton 24401
 Mark Hillier 100 Waverley Dr C-2 Waynesboro 22980
 Ingrid N. Imbullen 37 Carterlee Lane Staunton 24401
 NANCY BERG 141 HUNTINGTON PLACE WAYNESBORO 22980
 Jordan Fust 333 Lake rd Stuarts Draft, VA
 Elviki Niven Waynesboro VA 22980
 Steve Kasler Waynesboro Va 22960
 Robert Horowitz Waynesboro, VA 22911
 Anastoulis Waynesboro VA 22955
 Phyllis Rosen 2425 Spring Hill Rd Staunton 22901
 Chris Rini 74 Old White Bridge Rd. Waynesboro, VA 22980
 Ken Hearst 1429 Moffett Branch, Churchville 24421
 Frank Coney 508 CHATTAHOOCHEE LN 22980
 Dylan Morrison 508 Ellendin Ave Staunton, VA 24401
 Lee Martin 13638 CRABTREE FARM Hwy Martinsburg 24464
 Georgi Tomisato 624 Moffett Branch Rd Churchville, VA 24421
 Stewart Henning 7 Parksville Rd Pleasant 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.

Jerry J. Nam 1906 Springhill Rd.

(646)251-3128 Linda Shallash 1908 Springhill lshallash@hotmail.com

Davis & Jane Cangabasi 1878 Springhill Rd.

Sarah Blehm 1878 Springhill Rd

Fred Andes 1910 Springhill Rd

Sharon Canun

Phillip Canun

Robert Baldys

1864A Springhill Rd

Martha Grehart

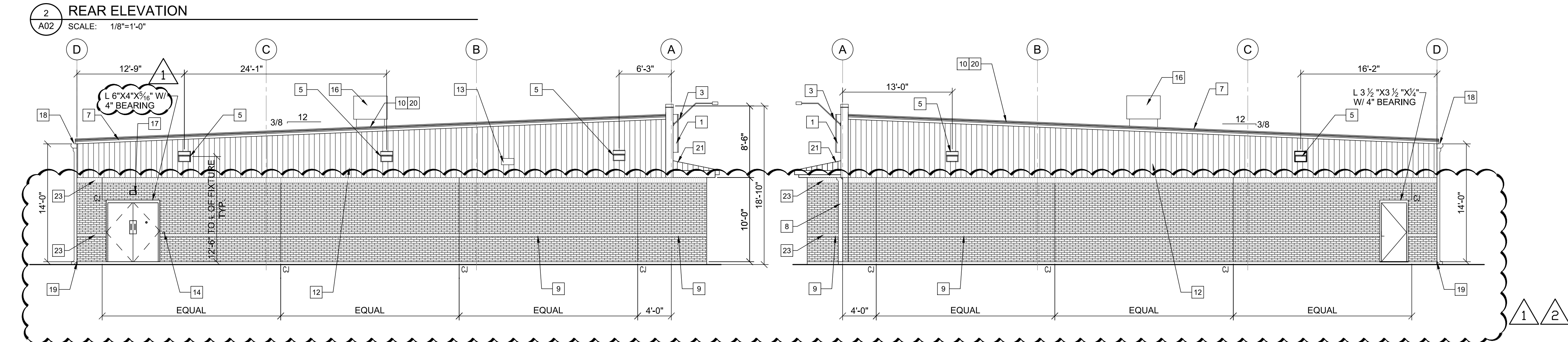
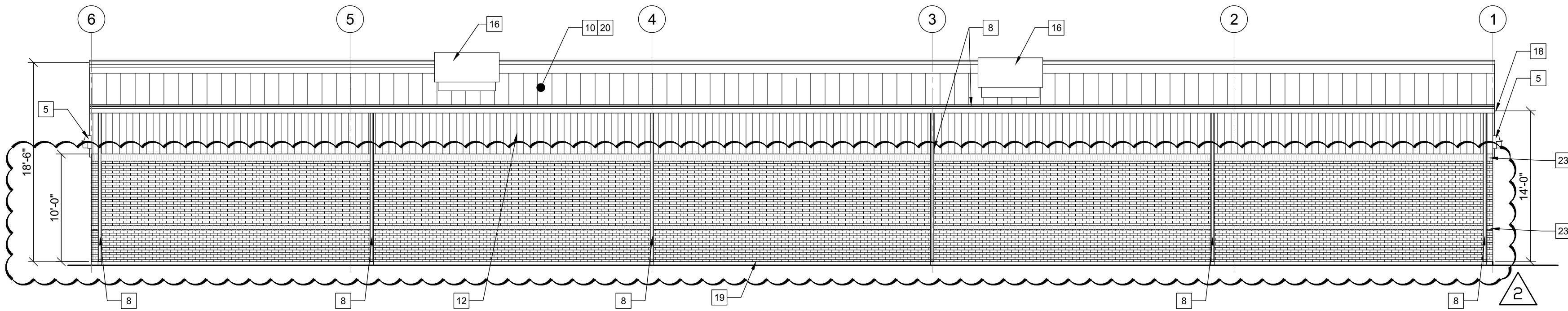
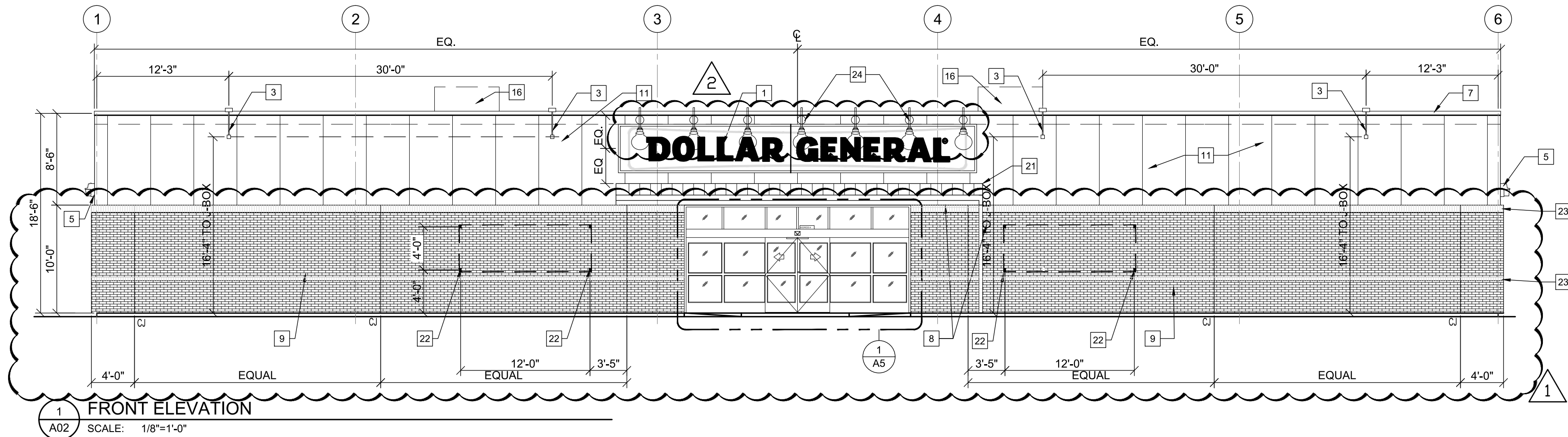
1902 Springhill Rd

SHARON Mike Radon

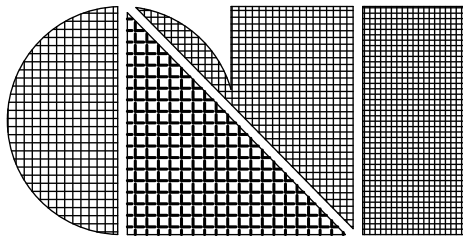
1858 Springhill Road

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) 937-7891				BIG BEE STEEL BUILDINGS, INC. ATTN: KEVIN BUSLER (800) 633-3378				CHIEF BUILDINGS ATTN: ERIN SULLIVAN (308) 385-4628 (308) 390-8199									
EXTERIOR FINISHES		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)					•					•					•					•					•		

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
- 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 1400 LBS. EXTERIOR CANOPY SIGN SHALL BE SUPPORTED BY THE FACE OF THE CANOPY. COORDINATE THE PROPER SIGNAGE TO BE USED WITH DOLLAR GENERAL.
 - NOT USED.
 - FLOOD LIGHT. REFER TO ELEC. DRAWINGS FOR ADDITIONAL INFO.
 - NOT USED.
 - WALL PACK. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
 - NOT USED.
 - TRIM - SEE EXTERIOR FINISH SCHEDULE FOR COLOR.
 - GUTTER AND DOWNSPOUT - SEE EXTERIOR FINISH SCHEDULE FOR COLOR.
 - BRICK VENEER MANUFACTURER AND COLOR SELECTED BY OWNER.
 - STANDING SEAM METAL ROOF.
 - PRE-FINISHED METAL WALL PANELS FOR THE FASCIA AND PARAPET OVER THE ENTRANCE. REVERSE RIB PROFILE.
 - PRE-FINISHED METAL WALL PANELS FOR THE SIDE AND REAR OF THE BUILDING. PROVIDE TAMPER-RESISTANT FASTENERS FOR BOTTOM 8'-0".
 - VENT FOR BATHROOM EXHAUST. REFER TO MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION.
 - DOOR BUZZER. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
 - NOT USED.
 - HVAC UNITS MOUNTED ON ROOF. REFER TO MECHANICAL DRAWINGS FOR MORE INFORMATION.
 - OUTSIDE AIR TEMP. SENSOR MOUNTED OVER RECEIVING DOORS @ 8'-0" A.F.F.
 - MINIMUM EAVE HEIGHT IS 14'-0" A.F.F.
 - FINISHED GRADE AT EXTERIOR WALLS SHALL BE A MINIMUM OF 6" BELOW FINISHED FLOOR AT ALL NON PAVED AREAS.
 - IN NORTHERN CLIMATES, PROVIDE SNOW GUARDS ON ROOF PER LOCAL CODE AND ZONE 4 AND ABOVE CLIMATE.
 - METAL CANOPY BY PRE-ENGINEERED METAL BUILDING MANUFACTURER.
 - 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.
 - BRICK SOLDIER COURSE AND ROWLOCK COURSE MANUFACTURER AND COLOR SELECTED BY OWNER.
 - GOOSE NECK LIGHT FIXTURE FOR SIGNAGE



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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



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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





Length In Miles: 0.00

DVMT: (not available)

Crash Rate:

Death Rate:

Injury Rate:

	Total	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001
Total Crashes	55	1	2	3	3	1	3	1	1	1	1
Fatal Crashes	1	1	0	0	0	0	0	0	0	0	0
Injury Only Crashes	33	0	2	2	2	0	0	0	1	1	1
Prop. Damage Only Crashes	21	0	0	1	1	1	3	1	0	0	0
Property Damage Amount	406050	2500	12600	11000	58850	1650	5150	2500	6000	22000	7000
Persons Killed	1	1	0	0	0	0	0	0	0	0	0
Persons Injured	60	0	3	3	5	0	0	0	1	3	1
Pedestrians Killed	0	0	0	0	0	0	0	0	0	0	0
Pedestrians Injured	0	0	0	0	0	0	0	0	0	0	0
Collision Type											
Not Provided	0	0	0	0	0	0	0	0	0	0	0
1. Rear End	0	0	0	0	0	0	0	0	0	0	0
2. Angle	36	1	2	2	3	1	1	0	1	1	1
3. Head On	1	0	0	0	0	0	0	0	0	0	0
4. Sideswipe - Same Direction	2	0	0	0	0	0	1	0	0	0	0
5. Sideswipe - Opposite Direction	0	0	0	0	0	0	0	0	0	0	0
6. Fixed Object in Road	1	0	0	0	0	0	0	0	0	0	0
7. Train	0	0	0	0	0	0	0	0	0	0	0
8. Non-Collision	2	0	0	1	0	0	0	0	0	0	0
9. Fixed Object - Off Road	3	0	0	0	0	0	1	0	0	0	0
10. Deer	8	0	0	0	0	0	0	0	0	0	0
11. Other Animal	0	0	0	0	0	0	0	0	0	0	0
12. Ped	0	0	0	0	0	0	0	0	0	0	0
13. Bicyclist	0	0	0	0	0	0	0	0	0	0	0
14. Motorcyclist	0	0	0	0	0	0	0	0	0	0	0
15. Backed Into	0	0	0	0	0	0	0	0	0	0	0
16. Other	2	0	0	0	0	0	0	1	0	0	0
Not Applicable	0	0	0	0	0	0	0	0	0	0	0
Total	55	1	2	3	3	1	3	1	1	1	1

	2002	2004	2006	2007	2008	2009	2010	2011	2012	2013
Total Crashes	6	2	1	4	4	2	2	2	1	1
Fatal Crashes	0	0	0	0	0	0	0	0	0	0
Injury Only Crashes	5	0	1	2	1	1	1	0	1	1
Prop. Damage Only Crashes	1	2	0	2	3	1	1	2	0	0
Property Damage Amount	65750	10550	17500	29500	10000	9800	11300	10300	18000	13000
Persons Killed	0	0	0	0	0	0	0	0	0	0
Persons Injured	8	0	5	5	1	3	2	0	1	4
Pedestrians Killed	0	0	0	0	0	0	0	0	0	0
Pedestrians Injured	0	0	0	0	0	0	0	0	0	0
Collision Type										
Not Provided	0	0	0	0	0	0	0	0	0	0
1. Rear End	0	0	0	0	0	0	0	0	0	0
2. Angle	5	2	1	1	0	2	2	1	1	1
3. Head On	0	0	0	0	0	0	0	0	0	0
4. Sideswipe - Same Direction	0	0	0	1	0	0	0	0	0	0
5. Sideswipe - Opposite Direction	0	0	0	0	0	0	0	0	0	0
6. Fixed Object in Road	0	0	0	0	0	0	0	0	0	0
7. Train	0	0	0	0	0	0	0	0	0	0
8. Non-Collision	0	0	0	0	1	0	0	0	0	0
9. Fixed Object - Off Road	0	0	0	1	0	0	0	1	0	0
10. Deer	1	0	0	1	3	0	0	0	0	0
11. Other Animal	0	0	0	0	0	0	0	0	0	0
12. Ped	0	0	0	0	0	0	0	0	0	0
13. Bicyclist	0	0	0	0	0	0	0	0	0	0
14. Motorcyclist	0	0	0	0	0	0	0	0	0	0
15. Backed Into	0	0	0	0	0	0	0	0	0	0
16. Other	0	0	0	0	0	0	0	0	0	0
Not Applicable	0	0	0	0	0	0	0	0	0	0
Total	6	2	1	4	4	2	2	2	1	1

	2014	2015	2017	2018	2019
Total Crashes	2	6	1	3	1
Fatal Crashes	0	0	0	0	0
Injury Only Crashes	1	6	1	2	1
Prop. Damage Only Crashes	1	0	0	1	0
Property Damage Amount	4300	32800	14000	26500	3500
Persons Killed	0	0	0	0	0
Persons Injured	1	9	2	2	1
Pedestrians Killed	0	0	0	0	0
Pedestrians Injured	0	0	0	0	0
Collision Type					
Not Provided	0	0	0	0	0
1. Rear End	0	0	0	0	0
2. Angle	1	2	1	2	1
3. Head On	0	0	0	1	0
4. Sideswipe - Same Direction	0	0	0	0	0
5. Sideswipe - Opposite Direction	0	0	0	0	0
6. Fixed Object in Road	0	1	0	0	0
7. Train	0	0	0	0	0
8. Non-Collision	0	0	0	0	0
9. Fixed Object - Off Road	0	0	0	0	0
10. Deer	1	2	0	0	0
11. Other Animal	0	0	0	0	0
12. Ped	0	0	0	0	0
13. Bicyclist	0	0	0	0	0
14. Motorcyclist	0	0	0	0	0
15. Backed Into	0	0	0	0	0
16. Other	0	1	0	0	0
Not Applicable	0	0	0	0	0
Total	2	6	1	3	1

Vehicle Type	Total	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001
Not Provided	1	0	1	0	0	0	0	0	0	0	0
1. Passenger car	59	1	2	3	5	2	4	0	2	2	2
2. Truck - Pick-up/Passenger Truck	16	0	1	0	1	0	0	1	0	0	0
3. Van	6	0	0	1	0	0	1	1	0	0	0
4. Truck - Single Unit Truck (2-Axles)	3	1	0	0	1	0	0	0	0	0	0
7. Motor Home, Recreational Vehicle	0	0	0	0	0	0	0	0	0	0	0
8. Special Vehicle - Oversized (Veh/Earthmover/Road Equip.)	0	0	0	0	0	0	0	0	0	0	0
9. Bicycle	0	0	0	0	0	0	0	0	0	0	0
10. Moped	0	0	0	0	0	0	0	0	0	0	0
11. Motorcycle	1	0	0	1	0	0	0	0	0	0	0
12. Emergency Vehicle (Regardless of Veh Type)	0	0	0	0	0	0	0	0	0	0	0
13. Bus - School Bus	0	0	0	0	0	0	0	0	0	0	0
14. Bus - City Transit Bus/Privatey Owned Church Bus	0	0	0	0	0	0	0	0	0	0	0
15. Bus - Commercial Bus	0	0	0	0	0	0	0	0	0	0	0
16. Other (Scooter, Go-cart, Hearse, Bookmobile, Golf Cart, etc.)	0	0	0	0	0	0	0	0	0	0	0
18. Special Vehicle - Farm Machinery	0	0	0	0	0	0	0	0	0	0	0
19. Special Vehicle - ATV	0	0	0	0	0	0	0	0	0	0	0
21. Special Vehicle - Low Speed Vehicle	0	0	0	0	0	0	0	0	0	0	0
22. Truck - Sport Utility Vehicle (SUV)	11	0	0	0	0	0	0	0	0	0	0
23. Truck - Single Unit Truck (3 Axles or More)	1	0	0	0	0	0	0	0	0	0	0
25. Truck - Truck Tractor (Bobtail-No Trailer)	0	0	0	0	0	0	0	0	0	0	0
Not Applicable	0	0	0	0	0	0	0	0	0	0	0
Total	98	2	4	5	7	2	5	2	2	2	2

Vehicle Type	2002	2004	2006	2007	2008	2009	2010	2011	2012	2013
Not Provided	0	0	0	0	0	0	0	0	0	0
1. Passenger car	5	2	1	3	2	3	0	3	2	2
2. Truck - Pick-up/Passenger Truck	5	1	0	2	0	1	0	0	0	0
3. Van	1	0	0	0	0	0	2	0	0	0
4. Truck - Single Unit Truck (2-Axles)	0	0	0	1	0	0	0	0	0	0
7. Motor Home, Recreational Vehicle	0	0	0	0	0	0	0	0	0	0
8. Special Vehicle - Oversized (Veh/Earthmover/Road Equip.)	0	0	0	0	0	0	0	0	0	0
9. Bicycle	0	0	0	0	0	0	0	0	0	0
10. Moped	0	0	0	0	0	0	0	0	0	0
11. Motorcycle	0	0	0	0	0	0	0	0	0	0
12. Emergency Vehicle (Regardless of Veh Type)	0	0	0	0	0	0	0	0	0	0
13. Bus - School Bus	0	0	0	0	0	0	0	0	0	0
14. Bus - City Transit Bus/Privatey Owned Church Bus	0	0	0	0	0	0	0	0	0	0
15. Bus - Commercial Bus	0	0	0	0	0	0	0	0	0	0
16. Other (Scooter, Go-cart, Hearse, Bookmobile, Golf Cart, etc.)	0	0	0	0	0	0	0	0	0	0
18. Special Vehicle - Farm Machinery	0	0	0	0	0	0	0	0	0	0
19. Special Vehicle - ATV	0	0	0	0	0	0	0	0	0	0
21. Special Vehicle - Low Speed Vehicle	0	0	0	0	0	0	0	0	0	0
22. Truck - Sport Utility Vehicle (SUV)	0	1	1	0	1	0	2	0	0	0
23. Truck - Single Unit Truck (3 Axles or More)	0	0	0	0	1	0	0	0	0	0
25. Truck - Truck Tractor (Bobtail-No Trailer)	0	0	0	0	0	0	0	0	0	0
Not Applicable	0	0	0	0	0	0	0	0	0	0
Total	11	4	2	6	4	4	4	3	2	2

Vehicle Type	2014	2015	2017	2018	2019
Not Provided	0	0	0	0	0
1. Passenger car	2	7	1	2	1
2. Truck - Pick-up/Passenger Truck	1	1	1	1	0
3. Van	0	0	0	0	0
4. Truck - Single Unit Truck (2-Axles)	0	0	0	0	0
7. Motor Home, Recreational Vehicle	0	0	0	0	0
8. Special Vehicle - Oversized (Veh/Earthmover/Road Equip.)	0	0	0	0	0
9. Bicycle	0	0	0	0	0
10. Moped	0	0	0	0	0
11. Motorcycle	0	0	0	0	0
12. Emergency Vehicle (Regardless of Veh Type)	0	0	0	0	0
13. Bus - School Bus	0	0	0	0	0
14. Bus - City Transit Bus/Privatey Owned Church Bus	0	0	0	0	0
15. Bus - Commercial Bus	0	0	0	0	0
16. Other (Scooter, Go-cart, Hearse, Bookmobile, Golf Cart, etc.)	0	0	0	0	0
18. Special Vehicle - Farm Machinery	0	0	0	0	0
19. Special Vehicle - ATV	0	0	0	0	0
21. Special Vehicle - Low Speed Vehicle	0	0	0	0	0
22. Truck - Sport Utility Vehicle (SUV)	0	2	0	3	1
23. Truck - Single Unit Truck (3 Axles or More)	0	0	0	0	0
25. Truck - Truck Tractor (Bobtail-No Trailer)	0	0	0	0	0
Not Applicable	0	0	0	0	0
Total	3	10	2	6	2

	Total	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001
Fixed Object											
Not Provided	0	0	0	0	0	0	0	0	0	0	0
1. Bank Or Ledge	1	0	0	0	0	0	0	0	0	0	0
2. Trees	41	2	4	4	7	2	2	0	2	2	2
3. Utility Pole	0	0	0	0	0	0	0	0	0	0	0
4. Fence Or Post	2	0	0	0	0	0	2	0	0	0	0
5. Guard Rail	0	0	0	0	0	0	0	0	0	0	0
6. Parked Vehicle	0	0	0	0	0	0	0	0	0	0	0
7. Tunnel, Bridge, Underpass, Culvert, etc.	0	0	0	0	0	0	0	0	0	0	0
8. Sign, Traffic Signal	1	0	0	1	0	0	0	0	0	0	0
9. Impact Cushioning Device	1	0	0	0	0	0	1	0	0	0	0
10. Other	2	0	0	0	0	0	0	0	0	0	0
11. Jersey Wall	0	0	0	0	0	0	0	0	0	0	0
12. Building/Structure	0	0	0	0	0	0	0	0	0	0	0
13. Curb	0	0	0	0	0	0	0	0	0	0	0
14. Ditch	3	0	0	0	0	0	0	0	0	0	0
15. Other Fixed Object	0	0	0	0	0	0	0	0	0	0	0
16. Other Traffic Barrier	2	0	0	0	0	0	0	2	0	0	0
17. Traffic Sign Support	0	0	0	0	0	0	0	0	0	0	0
18. Mailbox	0	0	0	0	0	0	0	0	0	0	0
Total	53	2	4	5	7	2	5	2	2	2	2
Lighting											
Not Provided	0	0	0	0	0	0	0	0	0	0	0
1. Dawn	3	0	0	0	0	0	0	0	0	0	0
2. Daylight	40	1	0	3	3	1	2	1	0	1	1
3. Dusk	0	0	0	0	0	0	0	0	0	0	0
4. Darkness - Road Lighted	1	0	0	0	0	0	0	0	0	0	0
5. Darkness - Road Not Lighted	11	0	2	0	0	0	1	0	1	0	0
6. Darkness - Unknown Road Lighting	0	0	0	0	0	0	0	0	0	0	0
7. Unknown	0	0	0	0	0	0	0	0	0	0	0
Not Applicable	0	0	0	0	0	0	0	0	0	0	0
Total	55	1	2	3	3	1	3	1	1	1	1

	2002	2004	2006	2007	2008	2009	2010	2011	2012	2013
Fixed Object										
Not Provided	0	0	0	0	0	0	0	0	0	0
1. Bank Or Ledge	0	0	0	0	1	0	0	0	0	0
2. Trees	10	4	0	0	0	0	0	0	0	0
3. Utility Pole	0	0	0	0	0	0	0	0	0	0
4. Fence Or Post	0	0	0	0	0	0	0	0	0	0
5. Guard Rail	0	0	0	0	0	0	0	0	0	0
6. Parked Vehicle	0	0	0	0	0	0	0	0	0	0
7. Tunnel, Bridge, Underpass, Culvert, etc.	0	0	0	0	0	0	0	0	0	0
8. Sign, Traffic Signal	0	0	0	0	0	0	0	0	0	0
9. Impact Cushioning Device	0	0	0	0	0	0	0	0	0	0
10. Other	1	0	0	0	1	0	0	0	0	0
11. Jersey Wall	0	0	0	0	0	0	0	0	0	0
12. Building/Structure	0	0	0	0	0	0	0	0	0	0
13. Curb	0	0	0	0	0	0	0	0	0	0
14. Ditch	0	0	1	1	0	1	0	0	0	0
15. Other Fixed Object	0	0	0	0	0	0	0	0	0	0
16. Other Traffic Barrier	0	0	0	0	0	0	0	0	0	0
17. Traffic Sign Support	0	0	0	0	0	0	0	0	0	0
18. Mailbox	0	0	0	0	0	0	0	0	0	0
Total	11	4	1	1	2	1	0	0	0	0
Lighting										
Not Provided	0	0	0	0	0	0	0	0	0	0
1. Dawn	0	0	0	0	1	0	0	0	0	0
2. Daylight	5	1	0	1	3	2	2	1	1	1
3. Dusk	0	0	0	0	0	0	0	0	0	0
4. Darkness - Road Lighted	0	1	0	0	0	0	0	0	0	0
5. Darkness - Road Not Lighted	1	0	1	3	0	0	0	1	0	0
6. Darkness - Unknown Road Lighting	0	0	0	0	0	0	0	0	0	0
7. Unknown	0	0	0	0	0	0	0	0	0	0
Not Applicable	0	0	0	0	0	0	0	0	0	0
Total	6	2	1	4	4	2	2	2	1	1

	2014	2015	2017	2018	2019
Fixed Object					
Not Provided	0	0	0	0	0
1. Bank Or Ledge	0	0	0	0	0
2. Trees	0	0	0	0	0
3. Utility Pole	0	0	0	0	0
4. Fence Or Post	0	0	0	0	0
5. Guard Rail	0	0	0	0	0
6. Parked Vehicle	0	0	0	0	0
7. Tunnel, Bridge, Underpass, Culvert, etc.	0	0	0	0	0
8. Sign, Traffic Signal	0	0	0	0	0
9. Impact Cushioning Device	0	0	0	0	0
10. Other	0	0	0	0	0
11. Jersey Wall	0	0	0	0	0
12. Building/Structure	0	0	0	0	0
13. Curb	0	0	0	0	0
14. Ditch	0	0	0	0	0
15. Other Fixed Object	0	0	0	0	0
16. Other Traffic Barrier	0	0	0	0	0
17. Traffic Sign Support	0	0	0	0	0
18. Mailbox	0	0	0	0	0
Total	0	0	0	0	0
Lighting					
Not Provided	0	0	0	0	0
1. Dawn	0	2	0	0	0
2. Daylight	2	3	1	3	1
3. Dusk	0	0	0	0	0
4. Darkness - Road Lighted	0	0	0	0	0
5. Darkness - Road Not Lighted	0	1	0	0	0
6. Darkness - Unknown Road Lighting	0	0	0	0	0
7. Unknown	0	0	0	0	0
Not Applicable	0	0	0	0	0
Total	2	6	1	3	1

	Total	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001
Surface Condition											
Not Provided	0	0	0	0	0	0	0	0	0	0	0
1. Dry	49	1	2	2	3	1	3	1	1	1	0
2. Wet	5	0	0	1	0	0	0	0	0	0	1
3. Snowy	0	0	0	0	0	0	0	0	0	0	0
4. Icy	1	0	0	0	0	0	0	0	0	0	0
5. Muddy	0	0	0	0	0	0	0	0	0	0	0
6. Oil/Other Fluids	0	0	0	0	0	0	0	0	0	0	0
7. Other	0	0	0	0	0	0	0	0	0	0	0
8. Natural Debris	0	0	0	0	0	0	0	0	0	0	0
9. Water (Standing, Moving)	0	0	0	0	0	0	0	0	0	0	0
10. Slush	0	0	0	0	0	0	0	0	0	0	0
11. Sand, Dirt, Gravel	0	0	0	0	0	0	0	0	0	0	0
Not Applicable	0	0	0	0	0	0	0	0	0	0	0
Total	55	1	2	3	3	1	3	1	1	1	1
Weather Condition											
Not Provided	0	0	0	0	0	0	0	0	0	0	0
1. No Adverse Condition (Clear/Cloudy)	52	1	2	3	3	1	3	1	1	1	1
3. Fog	0	0	0	0	0	0	0	0	0	0	0
4. Mist	1	0	0	0	0	0	0	0	0	0	0
5. Rain	2	0	0	0	0	0	0	0	0	0	0
6. Snow	0	0	0	0	0	0	0	0	0	0	0
7. Sleet/Hail	0	0	0	0	0	0	0	0	0	0	0
8. Smoke/Dust	0	0	0	0	0	0	0	0	0	0	0
9. Other	0	0	0	0	0	0	0	0	0	0	0
10. Blowing Sand, Soil, Dirt, or Snow	0	0	0	0	0	0	0	0	0	0	0
11. Severe Crosswinds	0	0	0	0	0	0	0	0	0	0	0
Not Applicable	0	0	0	0	0	0	0	0	0	0	0
Total	55	1	2	3	3	1	3	1	1	1	1

	2002	2004	2006	2007	2008	2009	2010	2011	2012	2013
Surface Condition										
Not Provided	0	0	0	0	0	0	0	0	0	0
1. Dry	5	2	1	4	4	2	1	2	1	1
2. Wet	1	0	0	0	0	0	0	0	0	0
3. Snowy	0	0	0	0	0	0	0	0	0	0
4. Icy	0	0	0	0	0	0	1	0	0	0
5. Muddy	0	0	0	0	0	0	0	0	0	0
6. Oil/Other Fluids	0	0	0	0	0	0	0	0	0	0
7. Other	0	0	0	0	0	0	0	0	0	0
8. Natural Debris	0	0	0	0	0	0	0	0	0	0
9. Water (Standing, Moving)	0	0	0	0	0	0	0	0	0	0
10. Slush	0	0	0	0	0	0	0	0	0	0
11. Sand, Dirt, Gravel	0	0	0	0	0	0	0	0	0	0
Not Applicable	0	0	0	0	0	0	0	0	0	0
Total	6	2	1	4	4	2	2	2	1	1
Weather Condition										
Not Provided	0	0	0	0	0	0	0	0	0	0
1. No Adverse Condition (Clear/Cloudy)	5	2	1	4	4	2	2	2	1	1
3. Fog	0	0	0	0	0	0	0	0	0	0
4. Mist	0	0	0	0	0	0	0	0	0	0
5. Rain	1	0	0	0	0	0	0	0	0	0
6. Snow	0	0	0	0	0	0	0	0	0	0
7. Sleet/Hail	0	0	0	0	0	0	0	0	0	0
8. Smoke/Dust	0	0	0	0	0	0	0	0	0	0
9. Other	0	0	0	0	0	0	0	0	0	0
10. Blowing Sand, Soil, Dirt, or Snow	0	0	0	0	0	0	0	0	0	0
11. Severe Crosswinds	0	0	0	0	0	0	0	0	0	0
Not Applicable	0	0	0	0	0	0	0	0	0	0
Total	6	2	1	4	4	2	2	2	1	1

	2014	2015	2017	2018	2019
Surface Condition					
Not Provided	0	0	0	0	0
1. Dry	2	5	1	2	1
2. Wet	0	1	0	1	0
3. Snowy	0	0	0	0	0
4. Icy	0	0	0	0	0
5. Muddy	0	0	0	0	0
6. Oil/Other Fluids	0	0	0	0	0
7. Other	0	0	0	0	0
8. Natural Debris	0	0	0	0	0
9. Water (Standing, Moving)	0	0	0	0	0
10. Slush	0	0	0	0	0
11. Sand, Dirt, Gravel	0	0	0	0	0
Not Applicable	0	0	0	0	0
Total	2	6	1	3	1
Weather Condition					
Not Provided	0	0	0	0	0
1. No Adverse Condition (Clear/Cloudy)	2	5	1	2	1
3. Fog	0	0	0	0	0
4. Mist	0	0	0	1	0
5. Rain	0	1	0	0	0
6. Snow	0	0	0	0	0
7. Sleet/Hail	0	0	0	0	0
8. Smoke/Dust	0	0	0	0	0
9. Other	0	0	0	0	0
10. Blowing Sand, Soil, Dirt, or Snow	0	0	0	0	0
11. Severe Crosswinds	0	0	0	0	0
Not Applicable	0	0	0	0	0
Total	2	6	1	3	1

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Unknown
00:00 - 00:59	0	0	1	0	0	0	0	0
01:00 - 01:59	0	0	0	0	0	0	0	0
02:00 - 02:59	0	0	0	1	0	0	0	0
03:00 - 03:59	0	0	0	0	0	0	0	0
04:00 - 04:59	0	0	0	0	0	0	0	0
05:00 - 05:59	0	0	0	0	0	0	0	0
06:00 - 06:59	0	0	0	1	1	0	0	0
07:00 - 07:59	2	0	0	1	0	0	0	0
08:00 - 08:59	1	1	1	1	1	0	0	0
09:00 - 09:59	0	0	0	0	0	0	1	0
10:00 - 10:59	2	0	1	1	0	1	1	0
11:00 - 11:59	0	0	0	0	0	0	1	0
12:00 - 12:59	2	1	2	0	0	0	0	0
13:00 - 13:59	0	1	0	0	0	1	1	0
14:00 - 14:59	0	0	0	0	0	1	0	0
15:00 - 15:59	0	2	1	1	2	1	0	0
16:00 - 16:59	0	0	0	0	2	0	0	0
17:00 - 17:59	0	1	3	2	0	0	0	0
18:00 - 18:59	1	0	2	0	1	0	0	0
19:00 - 19:59	0	0	0	1	0	0	0	0
20:00 - 20:59	0	0	0	0	0	1	0	0
21:00 - 21:59	2	1	0	0	0	1	0	0
22:00 - 22:59	0	1	0	0	0	0	0	0
23:00 - 23:59	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0
Total	10	8	11	9	7	6	4	0



1100 Marion St., Suite 300
Knoxville, Tennessee 37921
tel: 865.963.4300
fax: 865.524-5311

May 8, 2019

Mr. Aaron Dickenson
Schaad Brown Real Estate
325 Erin Drive
Knoxville, TN 37919

RE: DOLLAR GENERAL, STAUNTON, VA.

Dear Mr. Dickenson:

In response to your request, CDM Smith has completed its review of the proposed Dollar General in Staunton, Virginia. The proposed site is illustrated in **Figure 1**. The proposed site is located adjacent to the intersection of Woodrow Wilson Parkway (VA Rt 262) and Spring Hill Road (VA Rt 613). The proposed site access is to Spring Hill Road. The proposed site location is illustrated in **Figure 2**. Woodrow Wilson Parkway, adjacent to site, is a 2-lane undivided Principal Arterial highway with shoulders and a posted speed limit of 55mph. Woodrow Wilson Parkway is a VDOT classified Major Arterial, and Spring Hill Road is a VDOT classified Minor Arterial adjacent to the site and a Major Collector north of Woodrow Wilson Parkway. Woodrow Wilson Parkway is a circumference arterial serving traffic north and west of Staunton. Interstate 81 access from Woodrow Wilson Parkway is to the east of the site. Spring Hill Road a radial arterial extends south into Staunton. Spring Hill Road is a 2-lane facility without paved shoulders and has a posted speed limit of 35mph. The Spring Hill Road approach to Woodrow Wilson Parkway is STOP controlled with an intersection flashing beacon.

Peak-hour turning movements conducted in 2016 were provided by the VDOT and the average daily traffic (ADT) is 8,400 on Woodrow Wilson Parkway west of Spring Hill Road and 9,700 east of Spring Hill Road. Spring Hill Road has an ADT of 2,500 adjacent to the site. **Figure 3** illustrates the 2016 turning movements for the intersection of Woodrow Wilson Parkway (VA Rt 262) and Spring Hill Road (VA Rt 613).

Project traffic was estimated using the data and methodologies of the publication, **Trip Generation, 10th Edition**. This reference is published by the Institute of Transportation Engineers (ITE) and represents national data collected for many different land uses including industrial, residential and commercial uses. It is an essential tool in estimating the volume of traffic likely to be generated by a proposed development. Several land uses were reviewed for this site including Shopping Center (LUC 820), Discount Store (LUC 815), and a Variety Store (LUC 814). As the use is a single store, the shopping center was excluded. Both the variety store and discount store seem to be reasonable descriptions for a Dollar General store, but the variety retail use was more conservative than the discount store.

The trip generation for the evaluation was adjusted for pass-by traffic. Studies conducted for pass-by traffic have found that a percentage of the traffic generated by commercial retail may originate from the existing traffic flow; therefore, the proposed retail use does not necessarily introduce all new traffic to the adjacent transportation system but may divert trips from the



adjacent traffic flow. Pass-by trips varies relative to specific land uses and their densities. For small retail developments, pass-by trips can be as much as 60-percent.

The trip generation for the proposed 9,100 square foot store is less than 580 daily trips and less than 65 trips peak hour trips. The trip generation of this site assumed a 35-percent reduction for pass-by trips. With the site trip generation adjusted for pass-by trips, the primary trip generation for the site is approximately 376 daily trips and 41 peak-hour trips.

Table 1
TRIP GENERATION

Land Use	LUC	Density (sqft)	Weekday				
			Daily	AM PEAK		PM PEAK	
				Enter	Exit	Enter	Exit
Variety Store	814	9,100	578	16	12	32	30
Primary Trips	65%		376	10	8	21	20
Pass-By Trips	35%		202	6	4	11	10

REFERENCE: Trip Generation, 10th Edition

Traffic from Figure 3 was increased by 11.0 percent to reflect a 1.0-percent annual growth rate assumed for the purpose of this study for 2027 background condition, a 6-year horizon from a buildout year of 2021. Background traffic is the projected traffic within the study area without the proposed development. **Figure 4** illustrates the 2027 background traffic. Trips generated were distributed to the driveway and adjacent intersection of Woodrow Wilson Parkway and Spring Hill Road. This retail use generally has an area of influence of a few miles and from pass-by traffic. Primary and pass-by trips were distributed and assigned using existing traffic patterns and a review of the residential development in the site vicinity. Pass-by or intercepted trips reflected an approximate 70- to 80-percent from Woodrow Wilson Parkway and 20- to 25-percent from Spring Hill Road adjacent to the site. Primary and pass-by trips are illustrated in **Figures 5A and 5B**. **Figure 6** illustrates the total site assigned trips, and **Figure 7** illustrates the 2027 projected traffic with the proposed Dollar General.

With the assigned trips from the Dollar General for the proposed access and the adjacent intersection, the Dollar General has less than a 3-percent impact on the background traffic condition, thereby a minimal impact on the transportation network. The peak-hour level of service for the proposed site access is B for both the AM and PM peak hours and is presented in **Table 2**. The Spring Hill Road approaches to the intersection with Woodrow Wilson Parkway is currently operating at a LOS E and approaching failure. The Spring Hill Road approaches to Woodrow Wilson Parkway fail for the background traffic conditions during the peak hours. The northbound approach failure is limited to the PM peak hour. The Dollar General may add some delay to the northbound approach, but the analysis found that traffic queues only increased from approximately 2-3 vehicles for the background condition to 3-4 vehicles with the Dollar General development. This projected failing LOS is currently being studied by VDOT.

Table 2
STOP APPROACH LEVELS OF SERVICE and QUEUES

TRAFFIC CONDITION	PEAK HOUR		WOODROW WILSON PKWY & SPRING HILL RD				SPRING HILL RD & DOLLAR GENERAL	
			NORTHBOUND		SOUTHBOUND		EASTBOUND	
			LEFT/THRU	RIGHT	LEFT/THRU	RIGHT	LEFT	RIGHT
2016 EXISTING	AM	DELAY (sec)	24	16	49.4	9.3		
		LOS	C	C	E	A		
		95TH% QUEUE	0.4	1.1	2.3	0.1		
	PM	DELAY (sec)	40.7	10.2	45.3	11.9		
		LOS	E	B	E	B		
		95TH% QUEUE	1.2	0.3	2	0.2		
2027 BACK- GROUND	AM	DELAY (sec)	29.5	18.2	92.2	9.4		
		LOS	D	C	F	A		
		95TH% QUEUE	0.6	1.4	3.9	0.1		
	PM	DELAY (sec)	70.2	10.4	74.5	12.5		
		LOS	F	B	F	B		
		95TH% QUEUE	2.1	0.4	3.2	0.2		
2027 BACK- GROUND with GENERAL DOLLAR	AM	DELAY (sec)	31.3	18.2	99.4	9.4	10.0	8.7
		LOS	D	C	F	A	B	A
		95TH% QUEUE	0.7	1.5	4.1	0.1	0.0	0.0
	PM	DELAY (sec)	110.1	10.5	85.7	12.5	11.0	9.5
		LOS	F	B	F	B	B	A
		95TH% QUEUE	3.7	0.4	3.6	0.2	0.1	0.0

REFERENCE: Highway Capacity Manual, 6th Edition

Figures 8A, 8B, and 8C illustrate the unsignalized levels of service for the proposed site access and the adjacent intersection of Woodrow Wilson Parkway and Spring Hill Road for 2016, 2027 background, and 2027 projected traffic conditions, respectively. The failing LOS for the Spring Hill Road approaches is associated with the shared left/thru movements, and the right-turn movements from these approaches will operate with a LOS B. The General Dollar does not impact the levels of service of the Woodrow Wilson Parkway and Spring Hill Road intersection and increases the shared northbound left/thru movement by 15 vehicles during the PM peak hour which equates to one vehicle every 4 minutes.



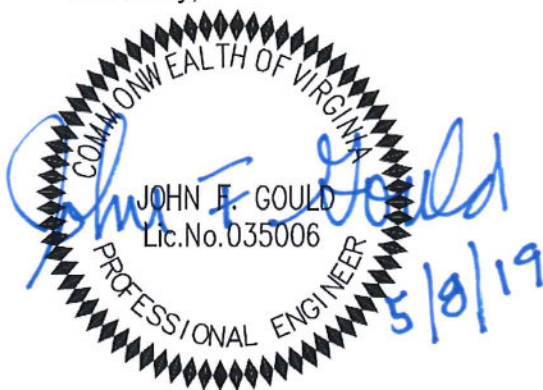
Mr. Aaron Dickenson
May 8, 2019
Page 4

The projected left- and right-turn volumes from Spring Hill Road to the proposed Dollar General site access are minimal and were not found warranting turn lanes. Turning movements from Spring Hill Road are minimal and the conflicting traffic is not significant.

The Dollar General access was limited to the lower functional street classification and located nearly 250 feet from the intersection of Woodrow Wilson Parkway and Spring Hill Road. The corner distance of the proposed access from the adjacent intersection of Woodrow Wilson Parkway and Spring Hill Road is thereby acceptable. With the projected northbound queue of 3.7 vehicles, approximately 100 feet, the access location is outside the stopped controlled intersection's functional area. **Figure 9** illustrates the corner distance and the northbound queues from Woodrow Wilson Parkway. The proposed site access location and the minimal driveway turning movements should, therefore, not have an adverse impact on the adjacent traffic operations.

Because the low projected traffic volumes to and from the site, the Dollar General store's impact is minimal and should not adversely impact the traffic background conditions determined in this evaluation. A northbound F LOS, limited to the PM peak hour, may develop with or without the Dollar General development, and queues from Woodrow Wilson Parkway should remain less than 100 feet with the development. The increased shared northbound left/thru movement is projected as 15 vehicles during the PM peak hour which equates to one vehicle every 4 minutes. The site impact should, thereby, be manageable.

If you have any questions regarding this report, please call me.
Sincerely,



John F. Gould, P.E.
Senior Transportation Engineer

Enclosures: Figures 1-9
 Capacity and LOS Analyses
 Turn Lane Warrants

Project No. 237930



WOODROW WILSON PARKWAY



Insert

Woodrow Wilson Pkwy (Rt 262)

Spring Hill Rd (Rt 613)

A map of the Staunton, Virginia area. A black box highlights the location of the Staunton Correctional Center, with an arrow pointing to it and the text "See Insert" below. The map shows major roads including I-64, I-81, and US-11, as well as landmarks like the Frontier Culture Museum and the Middle River. The area around the center is labeled "COLLEGE PARK". Other nearby locations include Verona, Staunton, Jolivue, and Fishersville.



Figure 2

2016 TRAFFIC Staunton, VA Dollar General

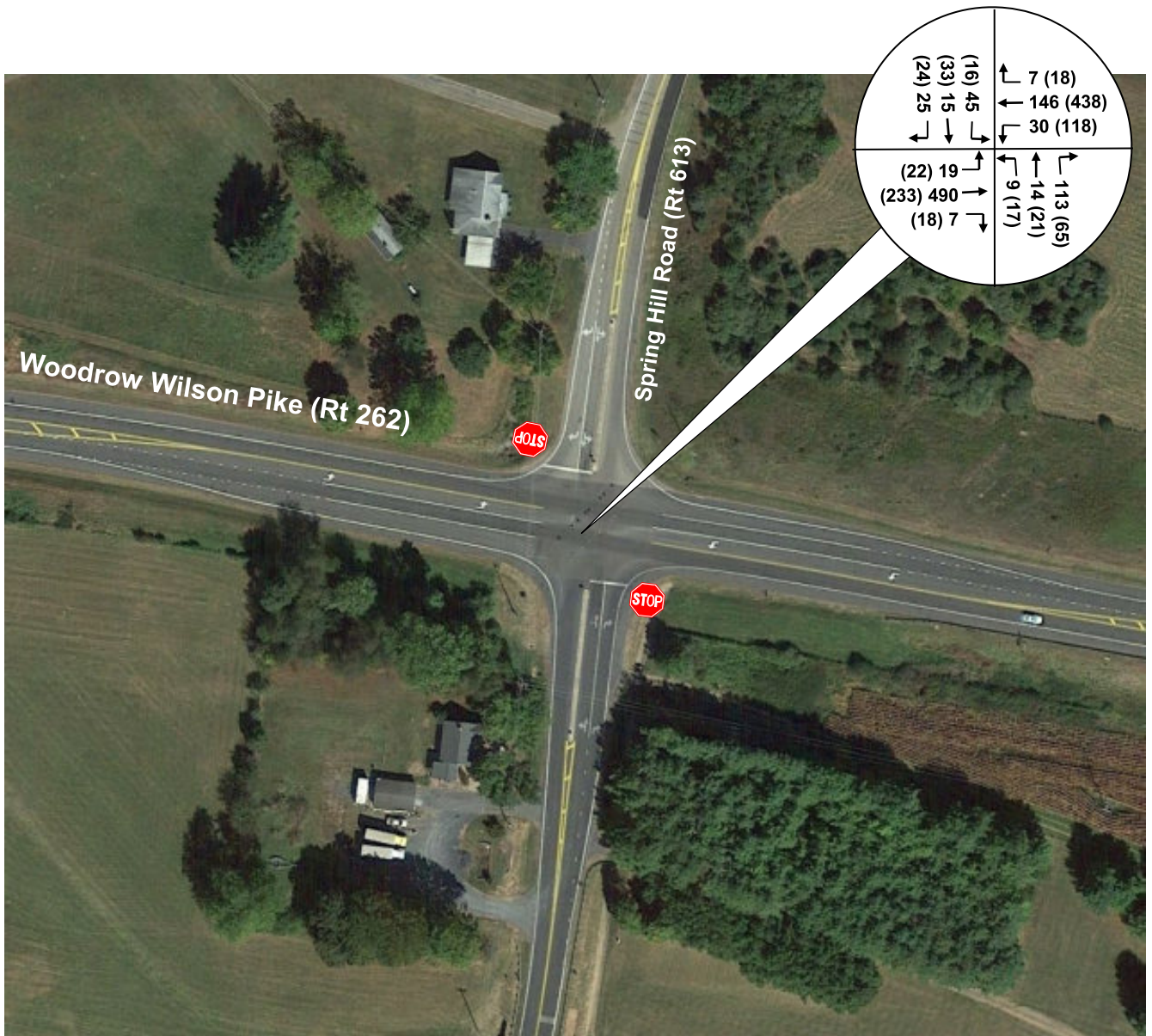
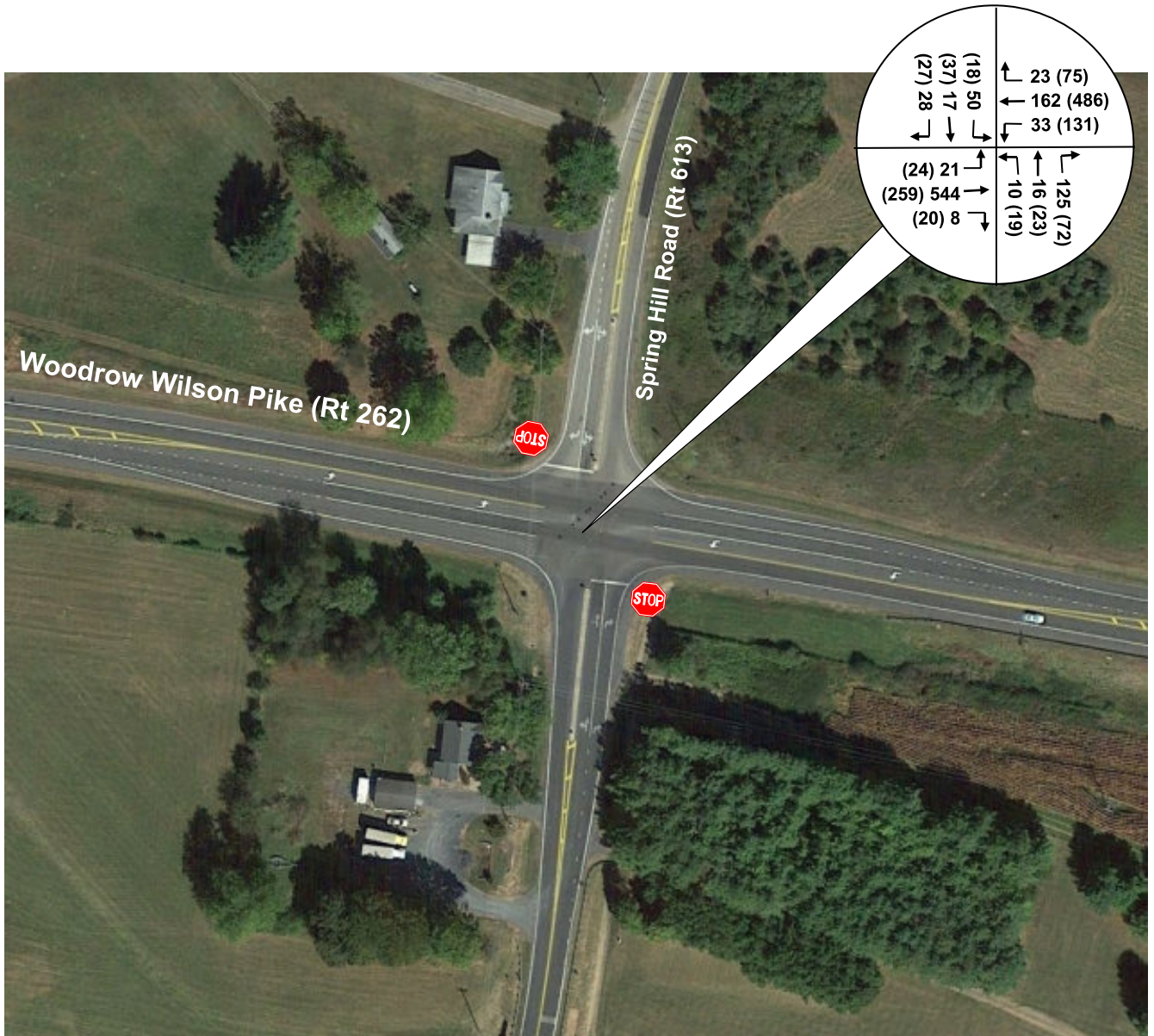


Figure 3

2027 BACKGROUND TRAFFIC Staunton, VA Dollar General



LEGEND

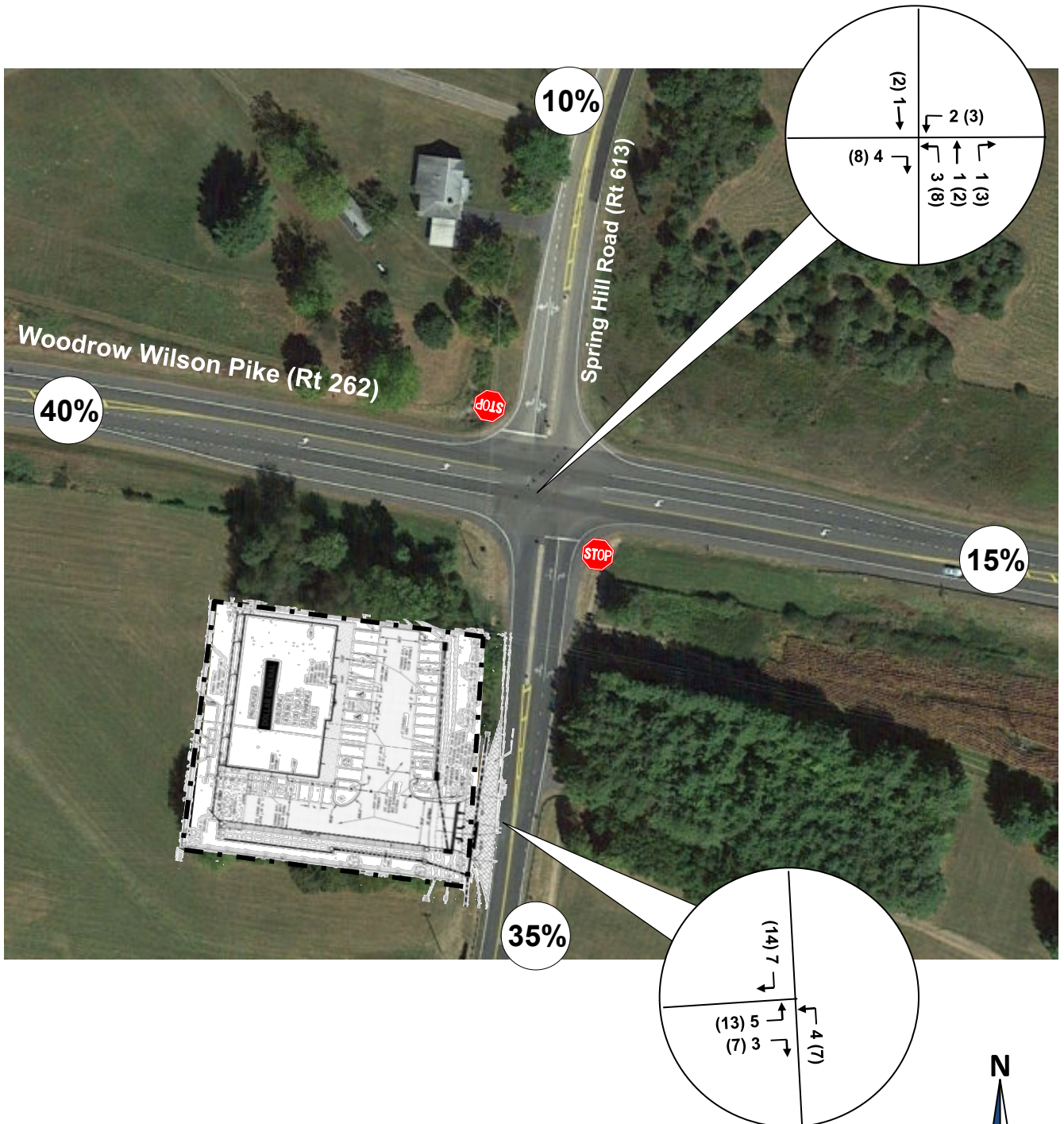
XXX AM PEAK
(XXX) PM PEAK



Figure 4

PRIMARY PEAK-HOUR TRIPS

Staunton, VA
Dollar General



LEGEND

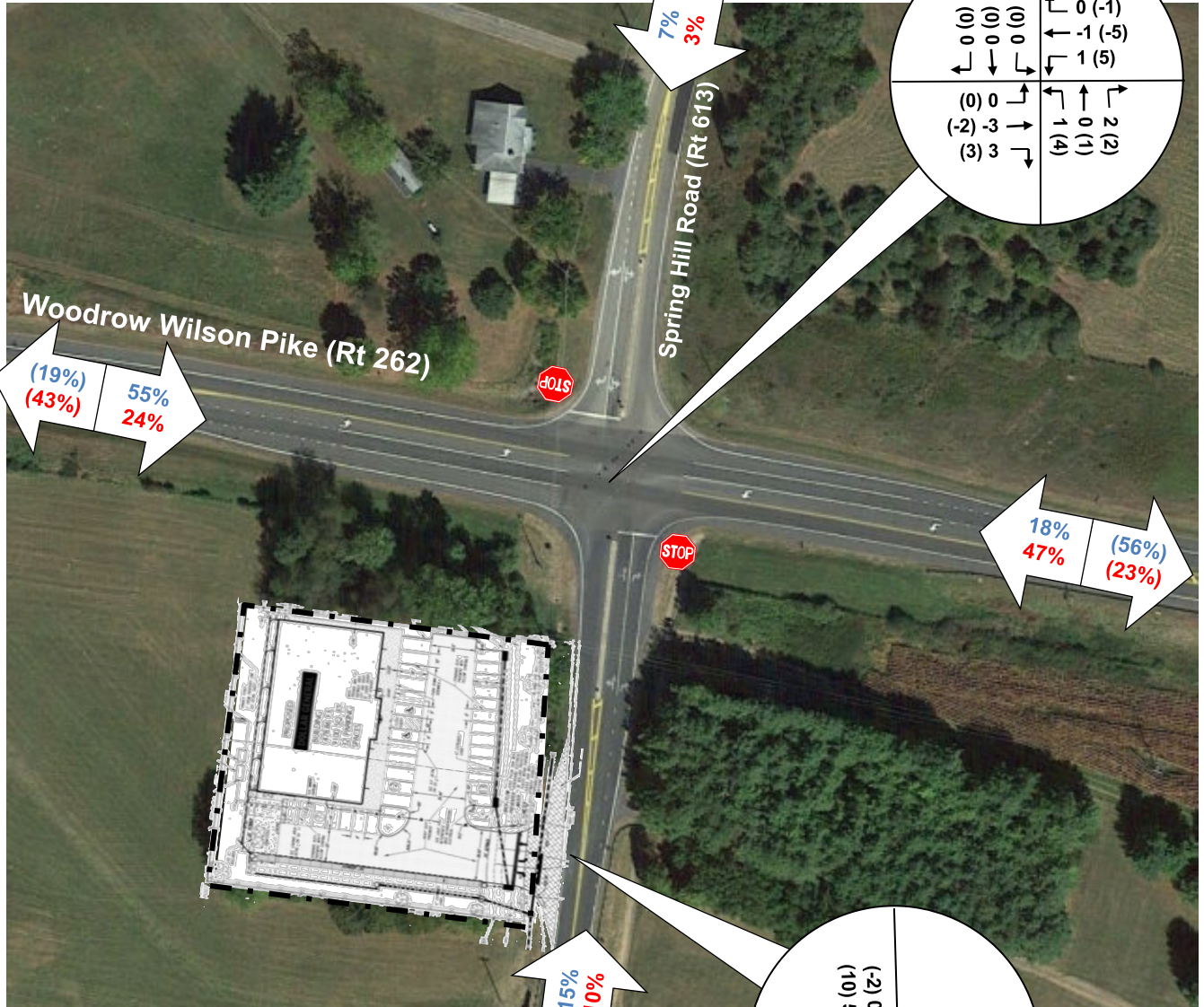
XXX AM PEAK
(XXX) PM PEAK



Figure 5A

PASS-BY PEAK-HOUR TRIPS

Staunton, VA
Dollar General



LEGEND

XXX AM PEAK

(XXX) PM PEAK

XX% ENTERING TRIPS

(XX%) EXITING TRIPS

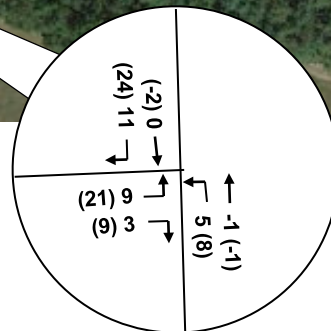
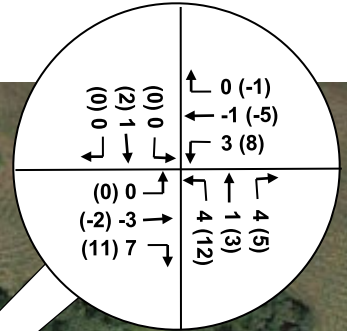
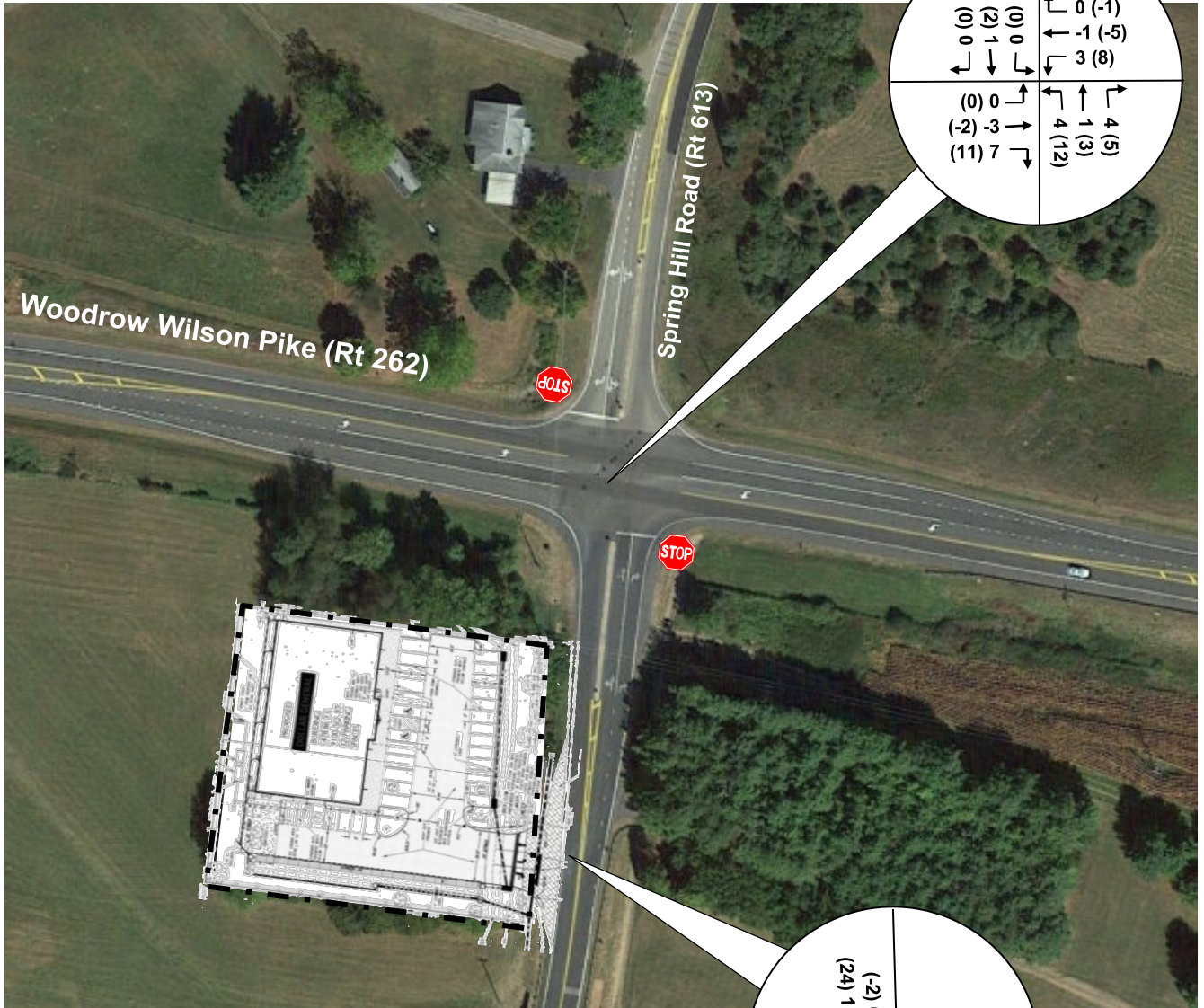
AM PM PASS-BY DISTRIBUTION



Figure 5B

TOTAL PEAK-HOUR TRIPS

Staunton, VA
Dollar General



LEGEND

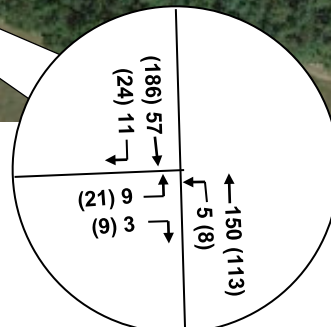
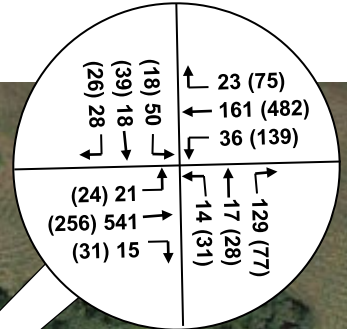
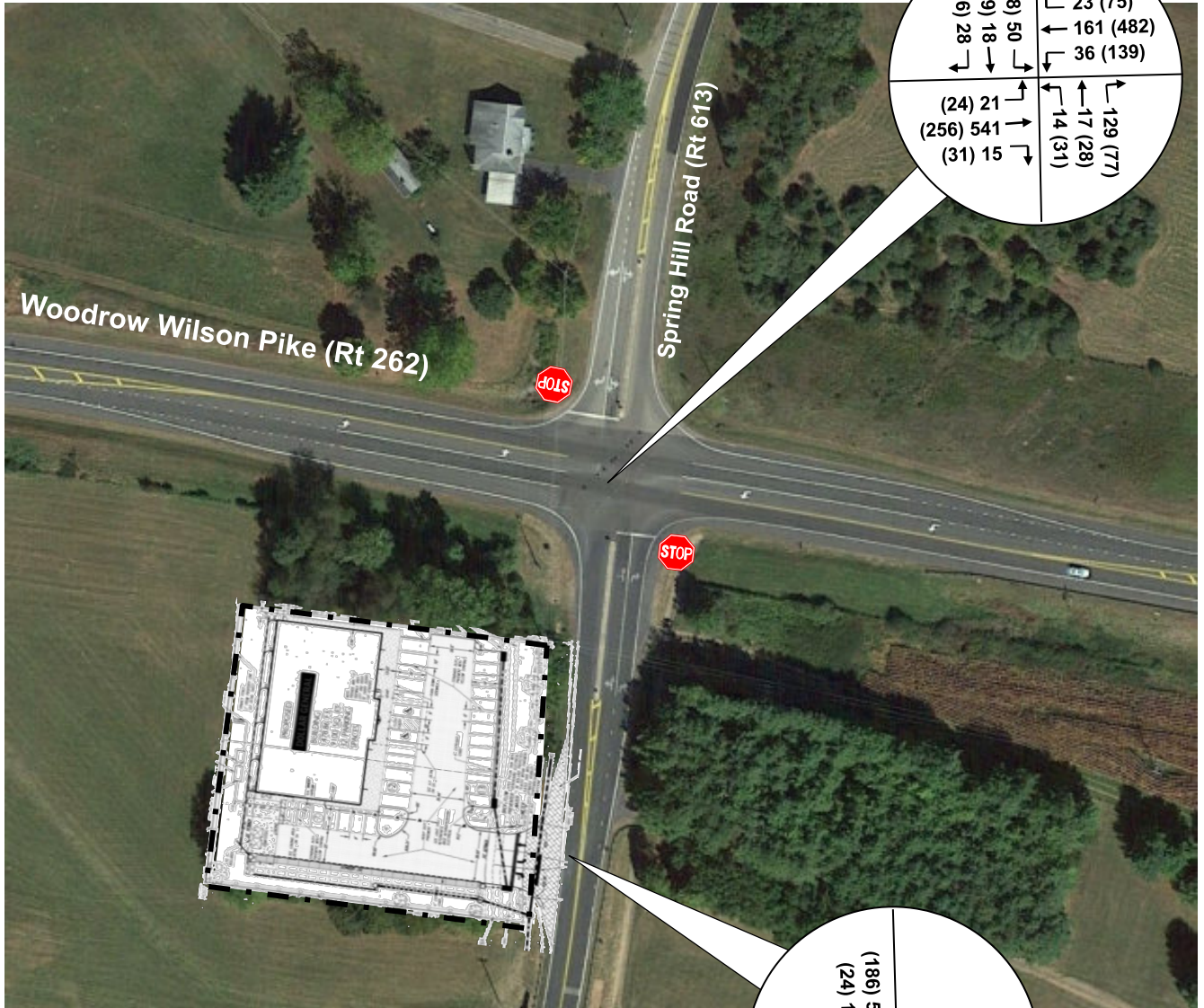
XXX AM PEAK
(XXX) PM PEAK



Figure 6

2027 PROJECTED TRAFFIC

Staunton, VA
Dollar General



LEGEND

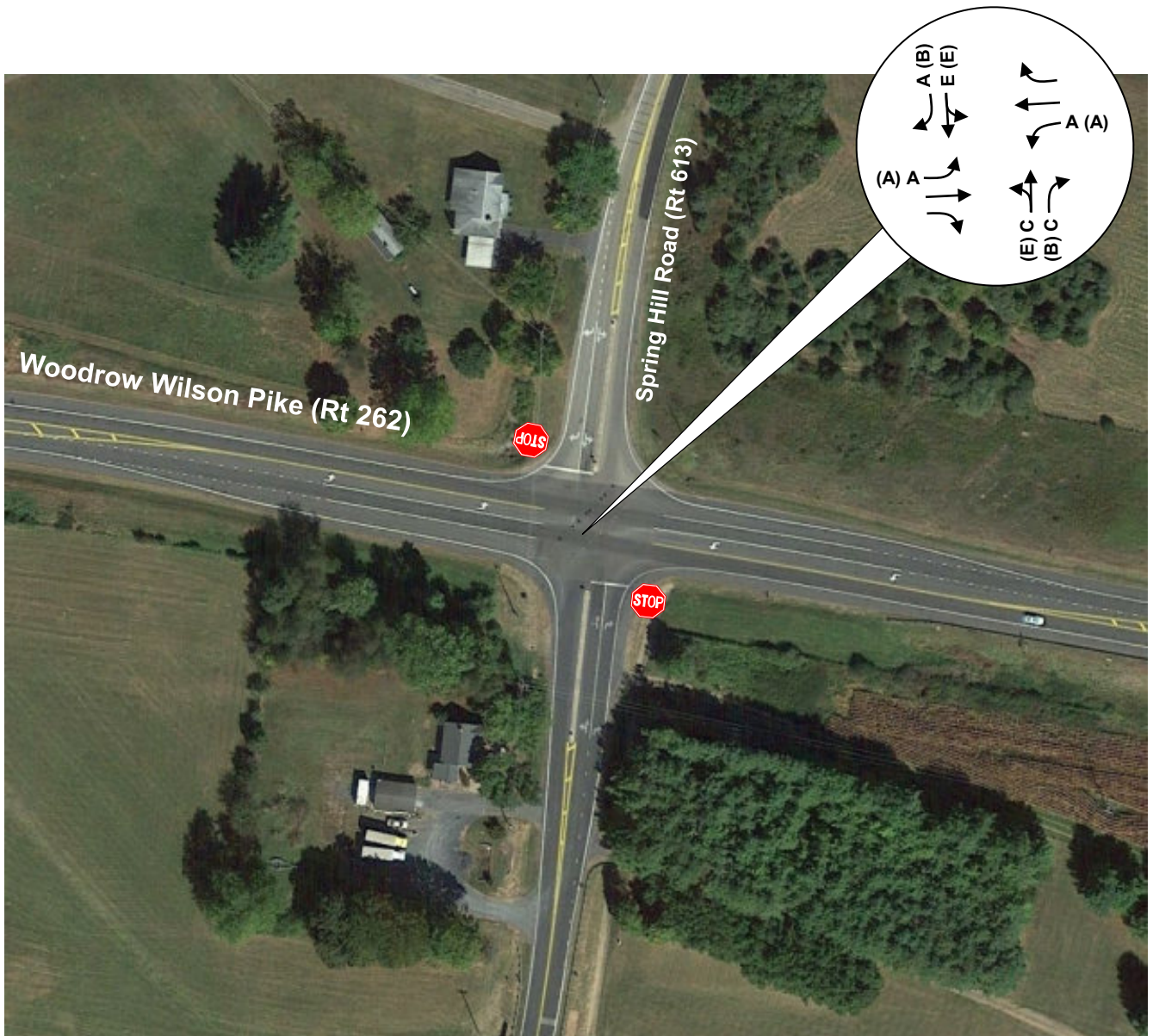
XXX AM PEAK
(XXX) PM PEAK



Figure 7

2016 LEVELS of SERVICE

Staunton, VA
Dollar General



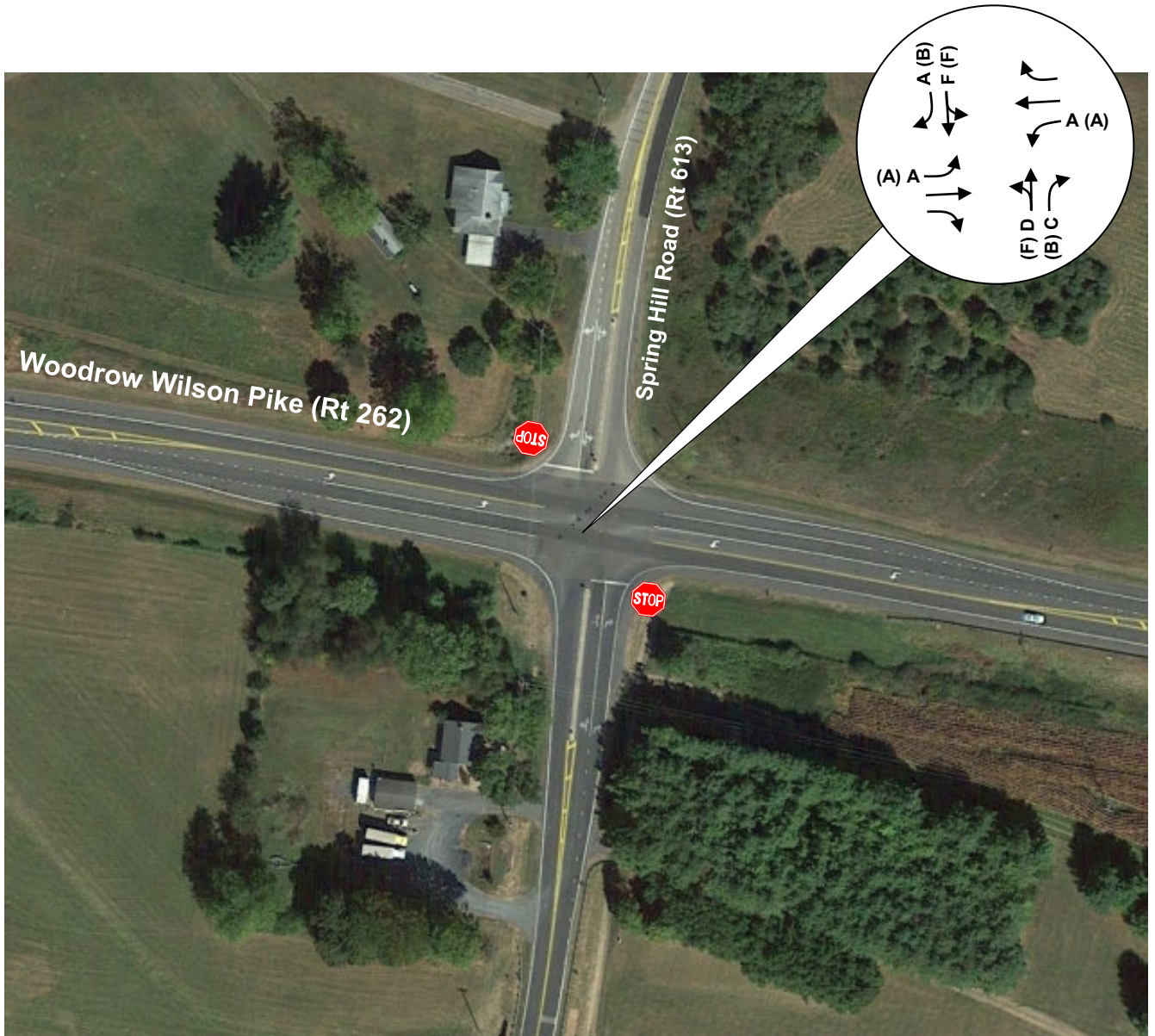
LEGEND

C- AM PEAK LOS
(C)- PM PEAK LOS



Figure 8A

**2027
BACKGROUND
LEVELS of SERVICE**
Staunton, VA
Dollar General



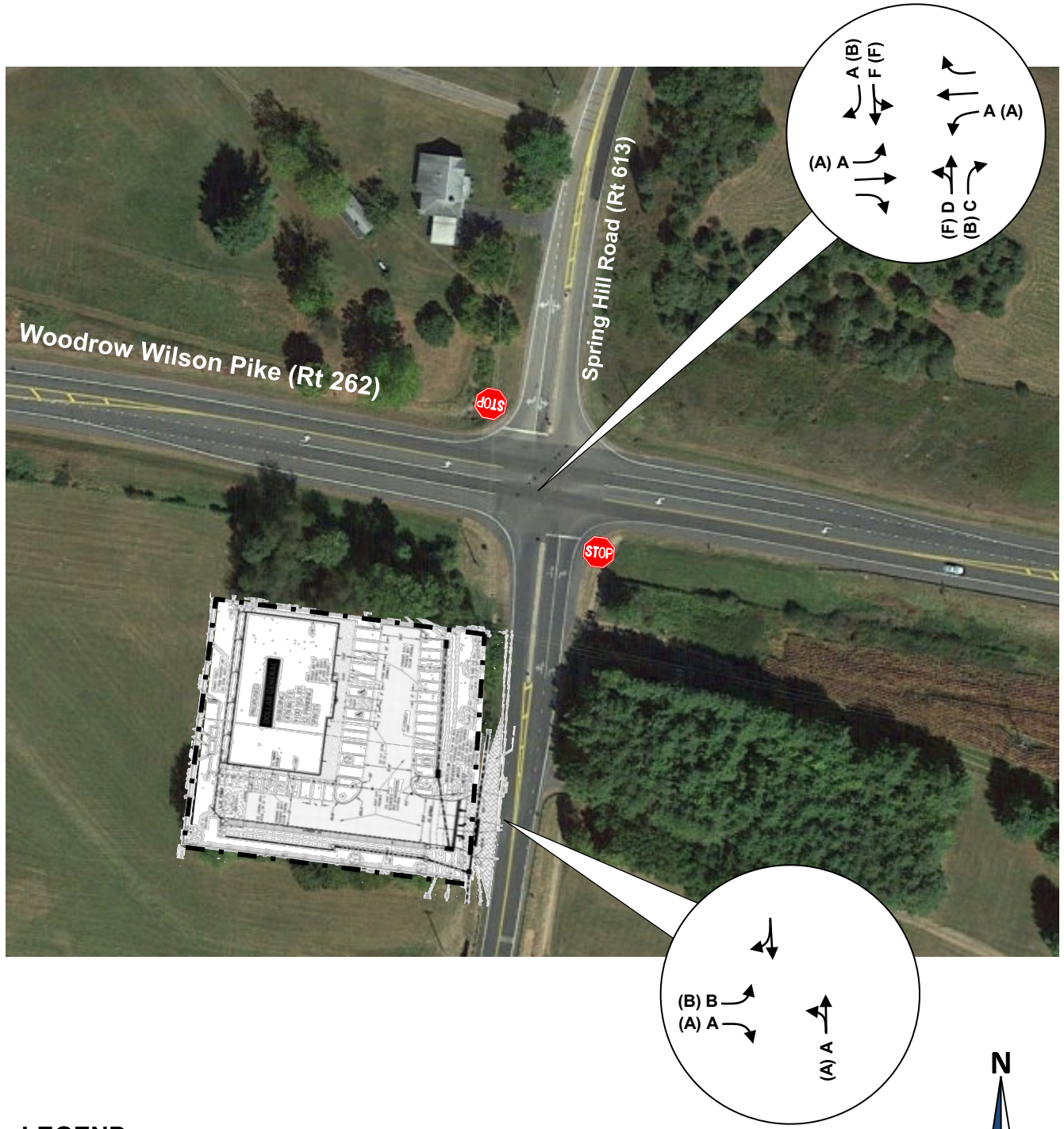
LEGEND

C- AM PEAK LOS
(C)- PM PEAK LOS



Figure 8B

2027
PROJECTED
LEVELS of SERVICE
Staunton, VA
Dollar General



LEGEND
C- AM PEAK LOS
(C)- PM PEAK LOS

N
Figure 8C

CORNER DISTANCE Staunton, VA Dollar General

WOODROW WILSON PARKWAY

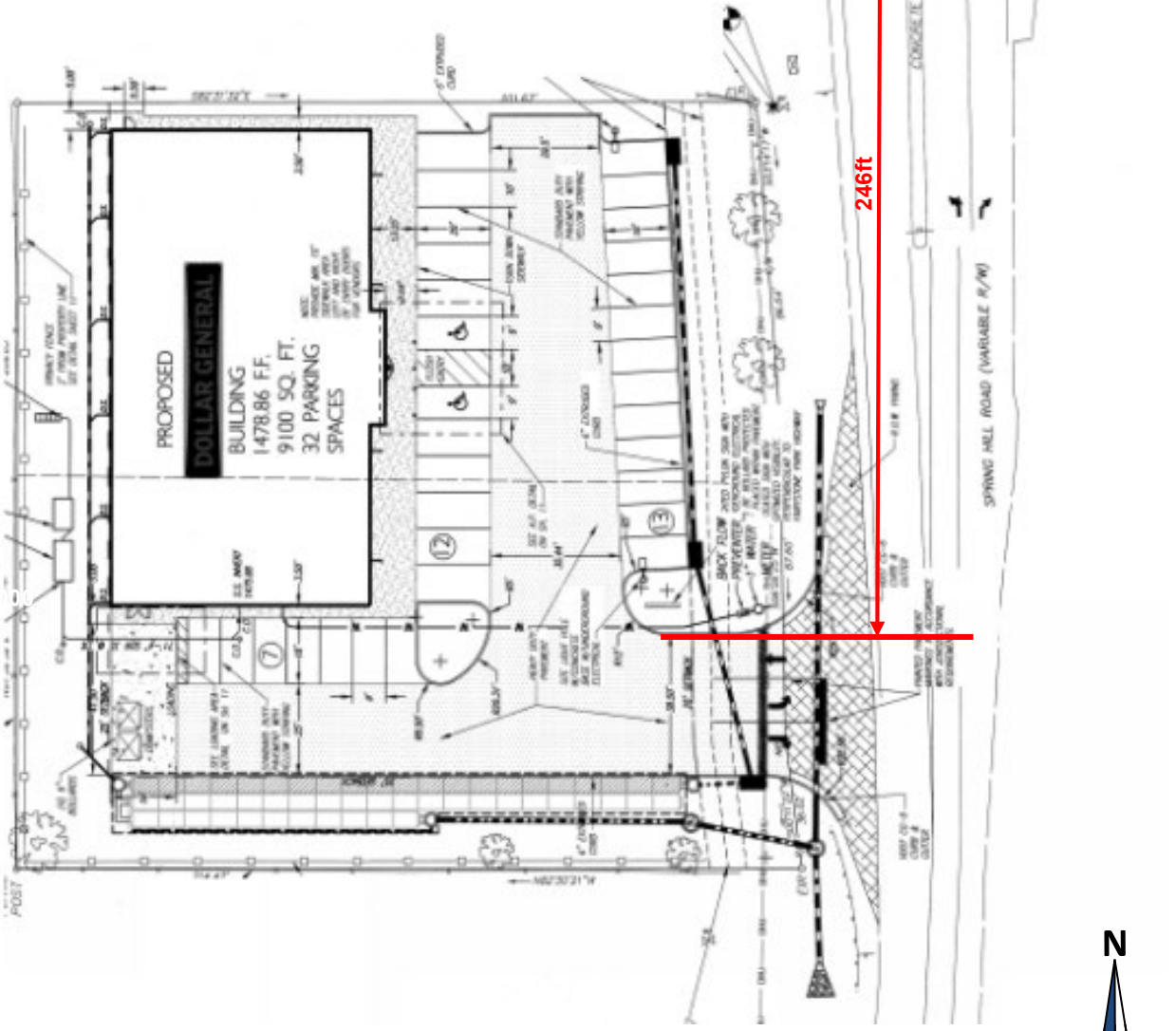
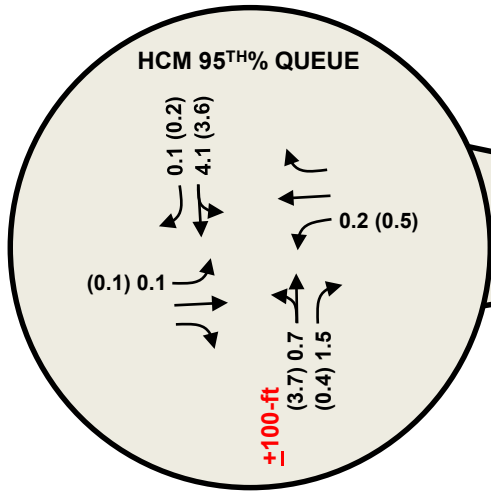


Figure 9

HCM 6th TWSC

4: Spring Hill Rd (Rt 613) & Woodrow Wilson Pkwy (Rt 262)/Woodrow Wilson Pkwy (Rt 262)

Intersection												
Int Delay, s/veh	5.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	19	490	7	30	146	7	9	14	113	45	15	25
Future Vol, veh/h	19	490	7	30	146	7	9	14	113	45	15	25
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	175	-	175	200	-	175	-	-	125	-	-	125
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	72	72	72	83	83	83	92	92	92	82	82	82
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	26	681	10	36	176	8	10	15	123	55	18	30
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	184	0	0	691	0	0	1009	989	681	1055	991	176
Stage 1	-	-	-	-	-	-	733	733	-	248	248	-
Stage 2	-	-	-	-	-	-	276	256	-	807	743	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1391	-	-	904	-	-	219	247	450	204	246	867
Stage 1	-	-	-	-	-	-	412	426	-	756	701	-
Stage 2	-	-	-	-	-	-	730	696	-	375	422	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1391	-	-	904	-	-	190	233	450	135	232	867
Mov Cap-2 Maneuver	-	-	-	-	-	-	190	233	-	135	232	-
Stage 1	-	-	-	-	-	-	404	418	-	742	673	-
Stage 2	-	-	-	-	-	-	658	668	-	258	414	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.3			1.5			17.4			37.6		
HCM LOS							C			E		
Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2		
Capacity (veh/h)	214	450	1391	-	-	904	-	-	151	867		
HCM Lane V/C Ratio	0.117	0.273	0.019	-	-	0.04	-	-	0.485	0.035		
HCM Control Delay (s)	24	16	7.6	-	-	9.1	-	-	49.4	9.3		
HCM Lane LOS	C	C	A	-	-	A	-	-	E	A		
HCM 95th %tile Q(veh)	0.4	1.1	0.1	-	-	0.1	-	-	2.3	0.1		

HCM 6th TWSC

4: Spring Hill Rd (Rt 613) & Woodrow Wilson Pkwy (Rt 262)/Woodrow Wilson Pkwy (Rt 262)

Intersection												
Int Delay, s/veh	6.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	22	233	18	118	438	18	17	21	65	16	33	24
Future Vol, veh/h	22	233	18	118	438	18	17	21	65	16	33	24
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	175	-	175	200	-	175	-	-	125	-	-	125
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	84	84	84	86	86	86	73	73	73
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	25	265	20	140	521	21	20	24	76	22	45	33

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	542	0	0	285	0	0	1166	1137	265	1176	1136	521
Stage 1	-	-	-	-	-	-	315	315	-	801	801	-
Stage 2	-	-	-	-	-	-	851	822	-	375	335	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1027	-	-	1277	-	-	171	202	774	168	202	555
Stage 1	-	-	-	-	-	-	696	656	-	378	397	-
Stage 2	-	-	-	-	-	-	355	388	-	646	643	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1027	-	-	1277	-	-	117	176	774	122	176	555
Mov Cap-2 Maneuver	-	-	-	-	-	-	117	176	-	122	176	-
Stage 1	-	-	-	-	-	-	679	640	-	369	353	-
Stage 2	-	-	-	-	-	-	259	345	-	547	628	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.7			1.7			21.5			34.3		
HCM LOS							C			D		

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	144	774	1027	-	-	1277	-	-	154	555
HCM Lane V/C Ratio	0.307	0.098	0.024	-	-	0.11	-	-	0.436	0.059
HCM Control Delay (s)	40.7	10.2	8.6	-	-	8.2	-	-	45.3	11.9
HCM Lane LOS	E	B	A	-	-	A	-	-	E	B
HCM 95th %tile Q(veh)	1.2	0.3	0.1	-	-	0.4	-	-	2	0.2

HCM 6th TWSC

4: Spring Hill Rd (Rt 613) & Woodrow Wilson Pkwy (Rt 262)/Woodrow Wilson Pkwy (Rt 262)

Intersection												
Int Delay, s/veh	8.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	21	544	8	33	162	23	10	16	125	50	17	28
Future Vol, veh/h	21	544	8	33	162	23	10	16	125	50	17	28
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	175	-	175	200	-	175	-	-	125	-	-	125
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	72	72	72	83	83	83	92	92	92	82	82	82
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	29	756	11	40	195	28	11	17	136	61	21	34

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	223	0	0	767	0	0	1131	1117	756	1171	1100	195
Stage 1	-	-	-	-	-	-	814	814	-	275	275	-
Stage 2	-	-	-	-	-	-	317	303	-	896	825	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1346	-	-	847	-	-	181	207	408	170	212	846
Stage 1	-	-	-	-	-	-	372	391	-	731	683	-
Stage 2	-	-	-	-	-	-	694	664	-	335	387	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1346	-	-	847	-	-	152	193	408	100	198	846
Mov Cap-2 Maneuver	-	-	-	-	-	-	152	193	-	100	198	-
Stage 1	-	-	-	-	-	-	364	382	-	715	651	-
Stage 2	-	-	-	-	-	-	614	633	-	209	378	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.3			1.4			20.1			67.8		
HCM LOS							C			F		

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	175	408	1346	-	-	847	-	-	114	846
HCM Lane V/C Ratio	0.161	0.333	0.022	-	-	0.047	-	-	0.717	0.04
HCM Control Delay (s)	29.5	18.2	7.7	-	-	9.5	-	-	92.2	9.4
HCM Lane LOS	D	C	A	-	-	A	-	-	F	A
HCM 95th %tile Q(veh)	0.6	1.4	0.1	-	-	0.1	-	-	3.9	0.1

HCM 6th TWSC

4: Spring Hill Rd (Rt 613) & Woodrow Wilson Pkwy (Rt 262)/Woodrow Wilson Pkwy (Rt 262)

Intersection												
Int Delay, s/veh	8.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	24	259	20	131	486	75	19	23	72	18	37	27
Future Vol, veh/h	24	259	20	131	486	75	19	23	72	18	37	27
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	175	-	175	200	-	175	-	-	125	-	-	125
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	84	84	84	86	86	86	73	73	73
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	27	294	23	156	579	89	22	27	84	25	51	37
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	668	0	0	317	0	0	1328	1328	294	1306	1262	579
Stage 1	-	-	-	-	-	-	348	348	-	891	891	-
Stage 2	-	-	-	-	-	-	980	980	-	415	371	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	922	-	-	1243	-	-	132	155	745	137	170	515
Stage 1	-	-	-	-	-	-	668	634	-	337	361	-
Stage 2	-	-	-	-	-	-	301	328	-	615	620	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	922	-	-	1243	-	-	79	132	745	91	144	515
Mov Cap-2 Maneuver	-	-	-	-	-	-	79	132	-	91	144	-
Stage 1	-	-	-	-	-	-	649	616	-	327	316	-
Stage 2	-	-	-	-	-	-	205	287	-	507	602	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.7			1.6			32.4			54.1		
HCM LOS							D			F		
Minor Lane/Major Mvmt	NBLn1 NBLn2		EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2		
Capacity (veh/h)	101	745	922	-	-	1243	-	-	121	515		
HCM Lane V/C Ratio	0.484	0.112	0.03	-	-	0.125	-	-	0.623	0.072		
HCM Control Delay (s)	70.2	10.4	9	-	-	8.3	-	-	74.5	12.5		
HCM Lane LOS	F	B	A	-	-	A	-	-	F	B		
HCM 95th %tile Q(veh)	2.1	0.4	0.1	-	-	0.4	-	-	3.2	0.2		

HCM 6th TWSC

4: Spring Hill Rd (Rt 613) & Woodrow Wilson Pkwy (Rt 262)/Woodrow Wilson Pkwy (Rt 262)

Intersection												
Int Delay, s/veh	9.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	21	541	15	36	161	23	14	17	129	50	18	28
Future Vol, veh/h	21	541	15	36	161	23	14	17	129	50	18	28
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	175	-	175	200	-	175	-	-	125	-	-	125
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	72	72	72	83	83	83	92	92	92	82	82	82
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	29	751	21	43	194	28	15	18	140	61	22	34

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	222	0	0	772	0	0	1131	1117	751	1179	1110	194
Stage 1	-	-	-	-	-	-	809	809	-	280	280	-
Stage 2	-	-	-	-	-	-	322	308	-	899	830	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1347	-	-	843	-	-	181	207	411	167	209	847
Stage 1	-	-	-	-	-	-	374	394	-	727	679	-
Stage 2	-	-	-	-	-	-	690	660	-	334	385	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1347	-	-	843	-	-	150	192	411	96	194	847
Mov Cap-2 Maneuver	-	-	-	-	-	-	150	192	-	96	194	-
Stage 1	-	-	-	-	-	-	366	385	-	711	644	-
Stage 2	-	-	-	-	-	-	607	626	-	205	377	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.3			1.6			20.7			73.1		
HCM LOS							C			F		

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	170	411	1347	-	-	843	-	-	111	847
HCM Lane V/C Ratio	0.198	0.341	0.022	-	-	0.051	-	-	0.747	0.04
HCM Control Delay (s)	31.3	18.2	7.7	-	-	9.5	-	-	99.4	9.4
HCM Lane LOS	D	C	A	-	-	A	-	-	F	A
HCM 95th %tile Q(veh)	0.7	1.5	0.1	-	-	0.2	-	-	4.1	0.1

HCM 6th TWSC
6: Spring Hill Rd (Rt 613) & General Dollar

05/07/2019

Intersection						
Int Delay, s/veh	0.6					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	9	3	5	150	57	11
Future Vol, veh/h	9	3	5	150	57	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	83	83
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	10	3	5	163	69	13

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	249	76	82	0	-	0
Stage 1	76	-	-	-	-	-
Stage 2	173	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	739	985	1515	-	-	-
Stage 1	947	-	-	-	-	-
Stage 2	857	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	736	985	1515	-	-	-
Mov Cap-2 Maneuver	736	-	-	-	-	-
Stage 1	943	-	-	-	-	-
Stage 2	857	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.7	0.2	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	1515	-	736	985	-	-
HCM Lane V/C Ratio	0.004	-	0.013	0.003	-	-
HCM Control Delay (s)	7.4	0	10	8.7	-	-
HCM Lane LOS	A	A	B	A	-	-
HCM 95th %tile Q(veh)	0	-	0	0	-	-

HCM 6th TWSC

4: Spring Hill Rd (Rt 613) & Woodrow Wilson Pkwy (Rt 262)/Woodrow Wilson Pkwy (Rt 262)

Intersection												
Int Delay, s/veh	11.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	24	256	31	139	482	75	31	28	77	18	39	26
Future Vol, veh/h	24	256	31	139	482	75	31	28	77	18	39	26
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	175	-	175	200	-	175	-	-	125	-	-	125
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	84	84	84	86	86	86	73	73	73
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	27	291	35	165	574	89	36	33	90	25	53	36

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	663	0	0	326	0	0	1338	1338	291	1328	1284	574
Stage 1	-	-	-	-	-	-	345	345	-	904	904	-
Stage 2	-	-	-	-	-	-	993	993	-	424	380	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	926	-	-	1234	-	-	130	153	748	132	165	518
Stage 1	-	-	-	-	-	-	671	636	-	331	356	-
Stage 2	-	-	-	-	-	-	296	323	-	608	614	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	926	-	-	1234	-	-	75	129	748	83	139	518
Mov Cap-2 Maneuver	-	-	-	-	-	-	75	129	-	83	139	-
Stage 1	-	-	-	-	-	-	652	618	-	321	308	-
Stage 2	-	-	-	-	-	-	197	280	-	492	596	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.7			1.7			53.7			62.8		
HCM LOS							F			F		

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	94	748	926	-	-	1234	-	-	115	518
HCM Lane V/C Ratio	0.73	0.12	0.029	-	-	0.134	-	-	0.679	0.069
HCM Control Delay (s)	110.1	10.5	9	-	-	8.4	-	-	85.7	12.5
HCM Lane LOS	F	B	A	-	-	A	-	-	F	B
HCM 95th %tile Q(veh)	3.7	0.4	0.1	-	-	0.5	-	-	3.6	0.2

HCM 6th TWSC
6: Spring Hill Rd (Rt 613) & General Dollar

05/07/2019

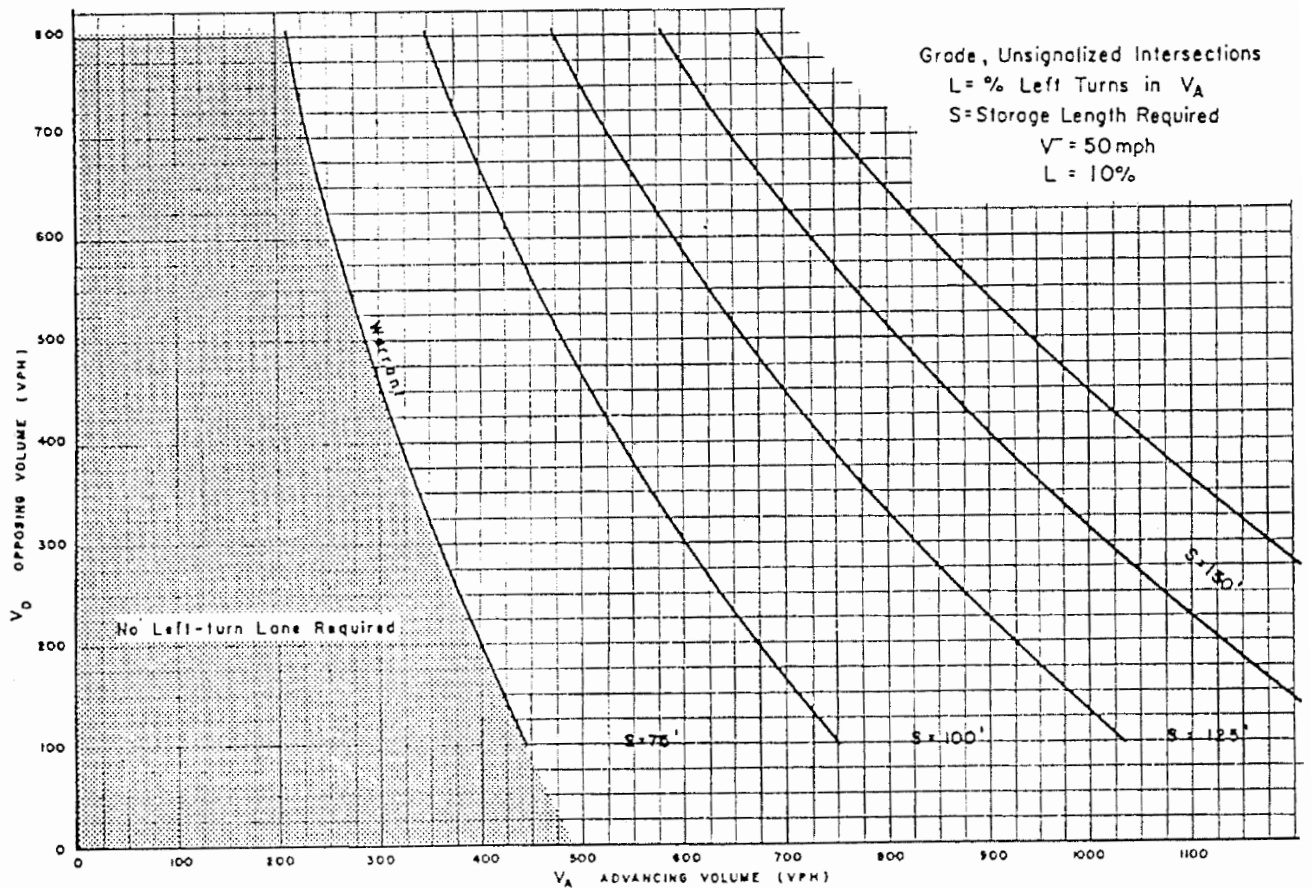
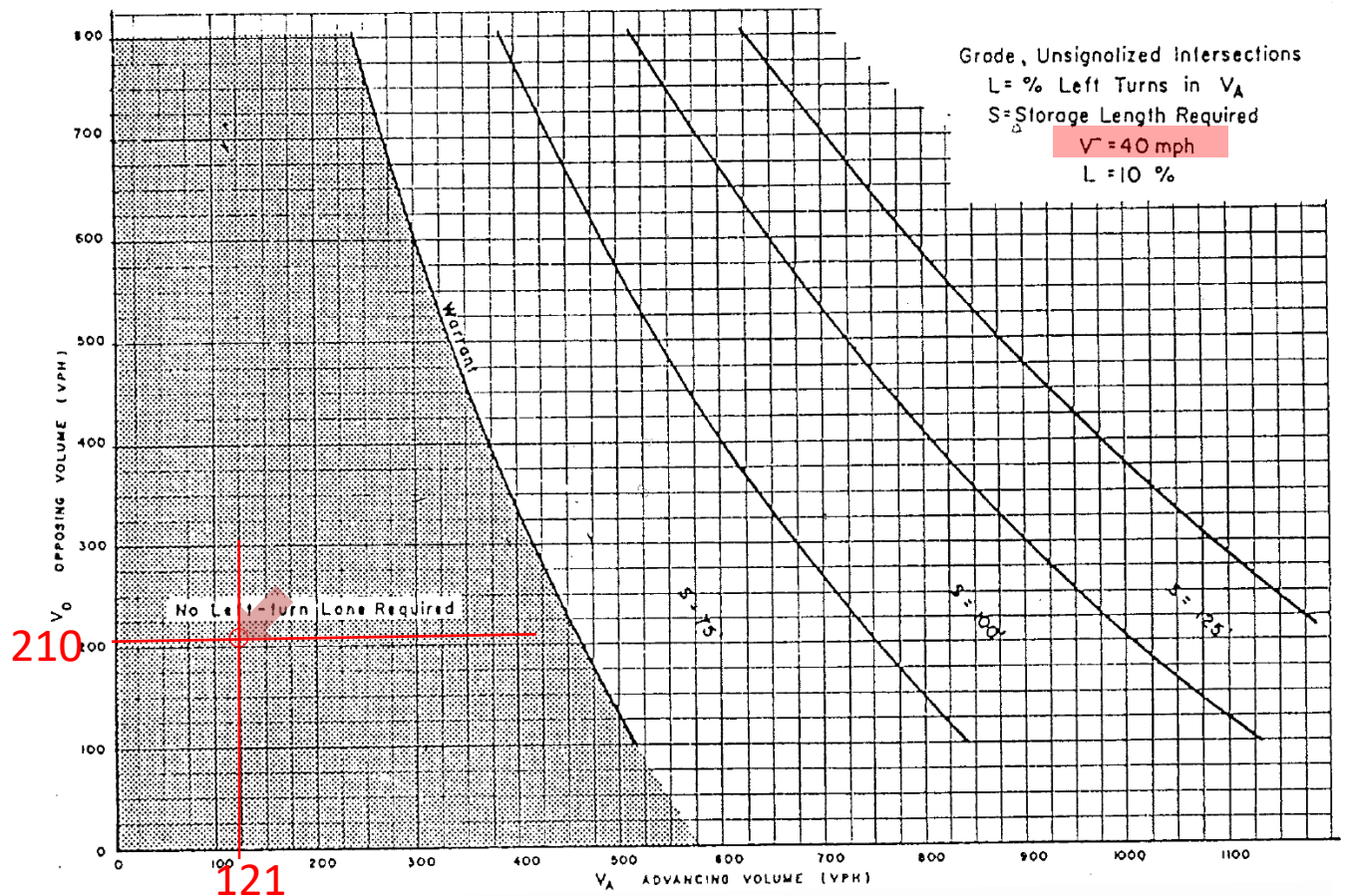
Intersection						
Int Delay, s/veh	1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	21	9	8	113	186	24
Future Vol, veh/h	21	9	8	113	186	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	86	86	86	86
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	23	10	9	131	216	28
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	379	230	244	0	-	0
Stage 1	230	-	-	-	-	-
Stage 2	149	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	623	809	1322	-	-	-
Stage 1	808	-	-	-	-	-
Stage 2	879	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	619	809	1322	-	-	-
Mov Cap-2 Maneuver	619	-	-	-	-	-
Stage 1	802	-	-	-	-	-
Stage 2	879	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	10.5	0.5		0		
HCM LOS	B					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	1322	-	619	809	-	-
HCM Lane V/C Ratio	0.007	-	0.037	0.012	-	-
HCM Control Delay (s)	7.7	0	11	9.5	-	-
HCM Lane LOS	A	A	B	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	0	-	-

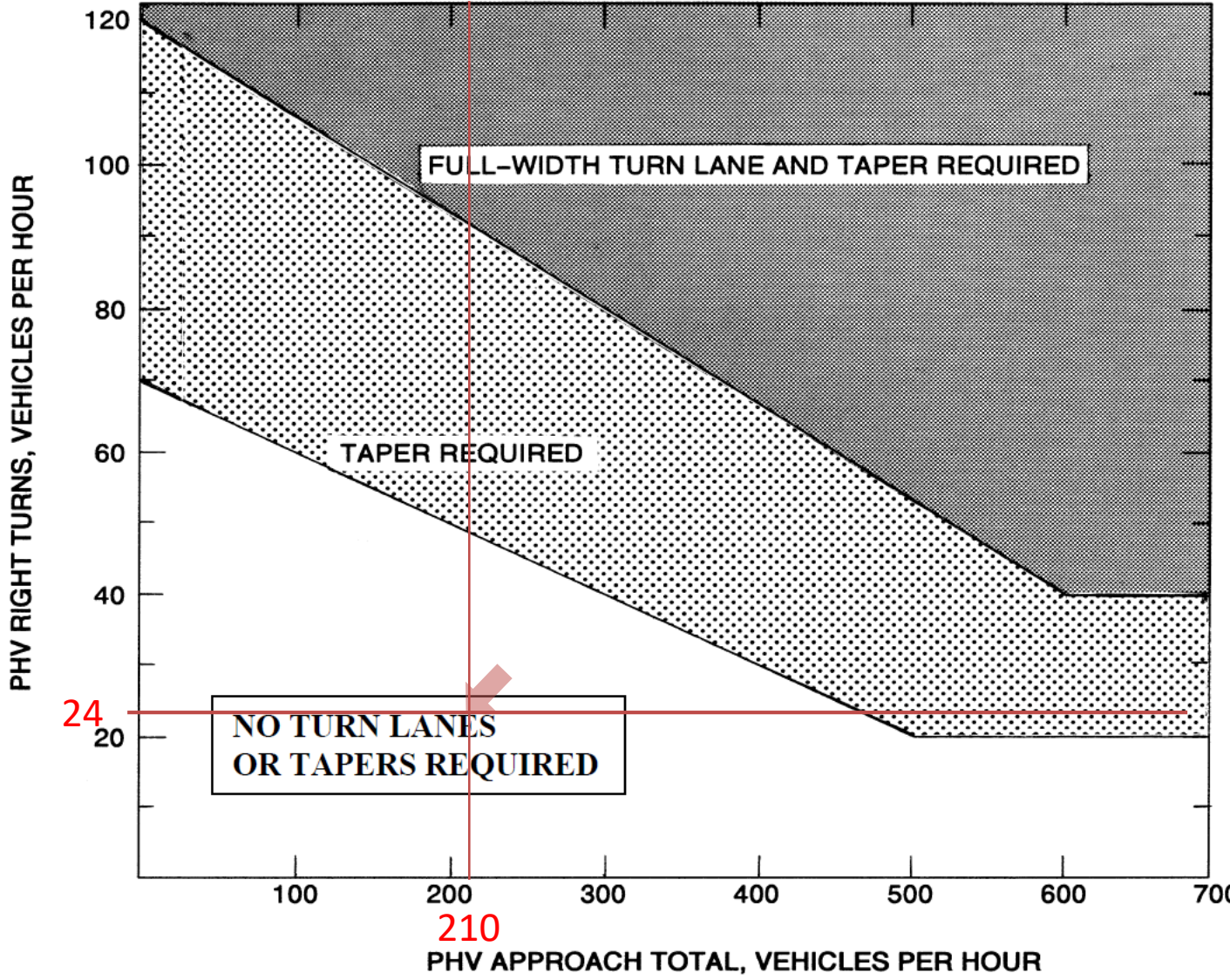
VPH OPPOSING VOLUME	8/121 ADVANCING VOLUME 7%			
	5% LEFT TURNS	10% LEFT TURNS	20% LEFT TURNS	30% LEFT TURNS
35mph	40-MPH DESIGN SPEED*			
800	330	240	180	160
600	410	305	225	200
400	510	380	275	245
200	640	470	350	305
100	720	515	390	340
	50-MPH DESIGN SPEED*			
800	280	210	165	135
600	350	280	195	170
400	430	320	240	210
200	550	400	300	270
100	615	445	335	295
	60-MPH DESIGN SPEED*			
800	230	170	125	115
600	290	210	160	140
400	365	270	200	175
200	450	330	250	215
100	505	370	275	240

TABLE 3-1

Source: Adapted from 2004 AASHTO
Green Book, Page 685, Exhibit 9-75

* USE DESIGN SPEED IF AVAILABLE,
IF NOT USE LEGAL SPEED LIMIT.





MEMORANDUM

5-17-19

Re: Proposed Dollar General at Springhill Rd and Rt 262

From: Nickie D. Mills, PE, City Engineer

To: Rodney Rhodes, Senior Planner

JMB Investment Company, LLC has applied for a Special Use Permit to construct a Dollar General Store near the intersection of Springhill Road and Rt 262. Per your request, I have reviewed the Traffic Impact Analysis (TIA) prepared by CDM Smith for the proposed project, and submitted by Aaron Dickenson for consideration by the City.

The TIA is based on a Site Plan which shows a 9,100 SF building with 32 parking spaces. The TIA evaluates multiple land use types for consideration, and then performs the analysis with the most conservative of three possible Land Use types, evaluating the traffic for a "variety retail use". This use generates more traffic than the other two options which could be applied to the site.

A percentage of the traffic entering and leaving the proposed site development was then accounted for as "pass-by" traffic, or traffic that would have passed by the site anyway (existing traffic), as opposed to new trips generated by the proposed site development. The study assumes that 35% of traffic entering and exiting the proposed site will be existing traffic, and that 65% of traffic will be new. These assumptions and the project traffic growth rates are typical and generally acceptable for the type of development proposed, and the project area.

The TIA concludes that the proposed Dollar General Store will have a minimal impact on the traffic and transportation systems in the area. The TIA also concludes that the proposed entrance will be outside of the "functional area" of the 262/Springhill intersection, and thereby should have no direct adverse impacts on the intersection, other than the additional traffic generated by the proposed development.

The 262/Springhill intersection is already somewhat stressed, and is under evaluation by VDOT for needed improvements to maintain acceptable levels of service. Although the intersection is stressed, the past 5 years of crash data do not result in a Potential Safety Improvement ranking from VDOT, which would prioritize the intersection for studies and funding to mitigate safety issues. Although the proposed Dollar General will add to the traffic in the area (approximately 376 new trips near an intersection with nearly 10,000 trips per day), its individual effect on the surrounding transportation systems is very low.

From: Atwood, David [david.atwood@vdot.virginia.gov]
Sent: Friday, May 17, 2019 5:09 PM
To: Rodney S. Rhodes; Nickie D. Mills
Cc: Jennifer Housman; Joshua Dunlap
Subject: Staunton Dollar General VDOT TIA Review

Rodney/Nickie,

While the City of Staunton has not directed VDOT to provide a review of the recently completed Dollar General TIA available on the city website, given the city's request to provide a courtesy review of the initial Dollar General Special Use Permit application, potential impacts to the immediately adjacent state maintained intersection, and history of public input / concern at this location, VDOT would like to offer the following comments related to the TIA for the city's consideration:

1. VDOT did not participate in the scoping of this study and does not have access to the analysis files. Therefore we are unable to confirm whether or not the study assumptions and analysis procedures are in accordance with VDOT / state requirements.
2. The TIA and cover letter summary provided by the applicant states "The Dollar General does not impact the levels of service of the Route 262 / Spring Hill Road intersection". VDOT believes this statement is misleading as the TIA portrays the operational issues of the intersection resulting from background growth in 2027 as opposed to Dollar General traffic. However, VDOT analysis of the intersection assuming a shorter-term 2020 build year results in the following:

Traffic Condition	Peak Hour	Measure of Effectiveness	Route 262 / 613 Intersection	
			Northbound Left / Thru	Southbound Left / Thru
2016 Existing	PM	Delay (sec / vehicle) LOS 95th% Queue (feet)	54.3 F 43'	55.6 F 65'
2020 Background	PM	Delay (sec / vehicle) LOS 95th% Queue (feet)	66.1 F 53'	66.4 F 78'
2020 Background with DollarGeneral	PM	Delay (sec / vehicle) LOS 95th% Queue (feet)	112.8 F 95'	81.2 F 90'
Dollar General Increase in Route 613 left turn delay			46.7 seconds	14.8 seconds

Based on the 2016 counts, both shared thru / left turns from the Spring Hill Road approaches operate at a failing level of service during the PM peak hour (54 - 55 seconds of delay per vehicle). Four years of forecasted background growth increases the existing delay for those movements by 11 - 12 seconds. **However, the Dollar General traffic will have an immediate and significant impact on the northbound Spring Hill Road left turn onto Route 262 by 48 seconds, increasing the delay for this movement to almost 2 minutes per vehicle in the PM peak hour. This level of delay has the potential to create a safety issue where drivers begin to accept smaller gaps in the Route 262 traffic flow to make the the left turn movement.**

3. While the 246' spacing of the proposed Dollar General entrance to the Route 262 / Spring Hill Road intersection may be acceptable from a queue standpoint on Spring Hill Road, this spacing distance still falls within the functional area of the intersection which can also result in safety issues. With a posted speed of 35 mph, the minimum stopping site distance for the proposed entrance and northbound approach to Route 262 would be 305' (based on a 40 mph design speed). There are already raised pavement markings on Spring Hill Road in advance of the intersection to provide advance warning of this problematic intersection. The proposed access would fall between the last set of pavement markings and the intersection.
4. While the cover letter summary states that the Dollar General will only be adding 3% of the existing total daily intersection volume at Route 262 / Spring Hill Road based on the TIA assumptions, the development will result in a 19.4% increase (including Route 262 pass by trips) on Spring Hill Road along the property frontage. The development will also increase the peak hour volume of the critical northbound Spring Hill Road left turn onto Route 262 by 76.5%.
5. While the most recent 5-years of crash data at the Route 262 / Spring Hill Road intersection does not identify the location as top safety location for the VDOT Staunton District, it is a problematic intersection in terms of intersection approach geometry and speeds on Route 262. An increase in traffic volume related to a land use development immediately adjacent to the intersection, especially the left turn movement, may directly translate into a safety issue.
6. The type and location of the proposed development related to existing residential uses on Spring Hill Road to the south may result in an increase of pedestrian activity along the roadway. The roadway geometry and lack of sidewalks / shoulders does not support pedestrian use on Spring Hill Road and may contribute to a future safety issue.
7. Per previously submitted comments related to the Special Use Permit application, VDOT would like to reiterate that the subject property would be a complete right-of-way take for the planned, city supported future improvement of a grade separated diamond interchange at the Route 262 / 613 intersection. While this improvement is not an active VDOT project, 30% design plans have been developed and it is indicated as a future transportation need in the Augusta County Comprehensive Plan and the Staunton Augusta Waynesboro MPO Long Range Transportation Plan.

It is my hope that you find these review comments helpful. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

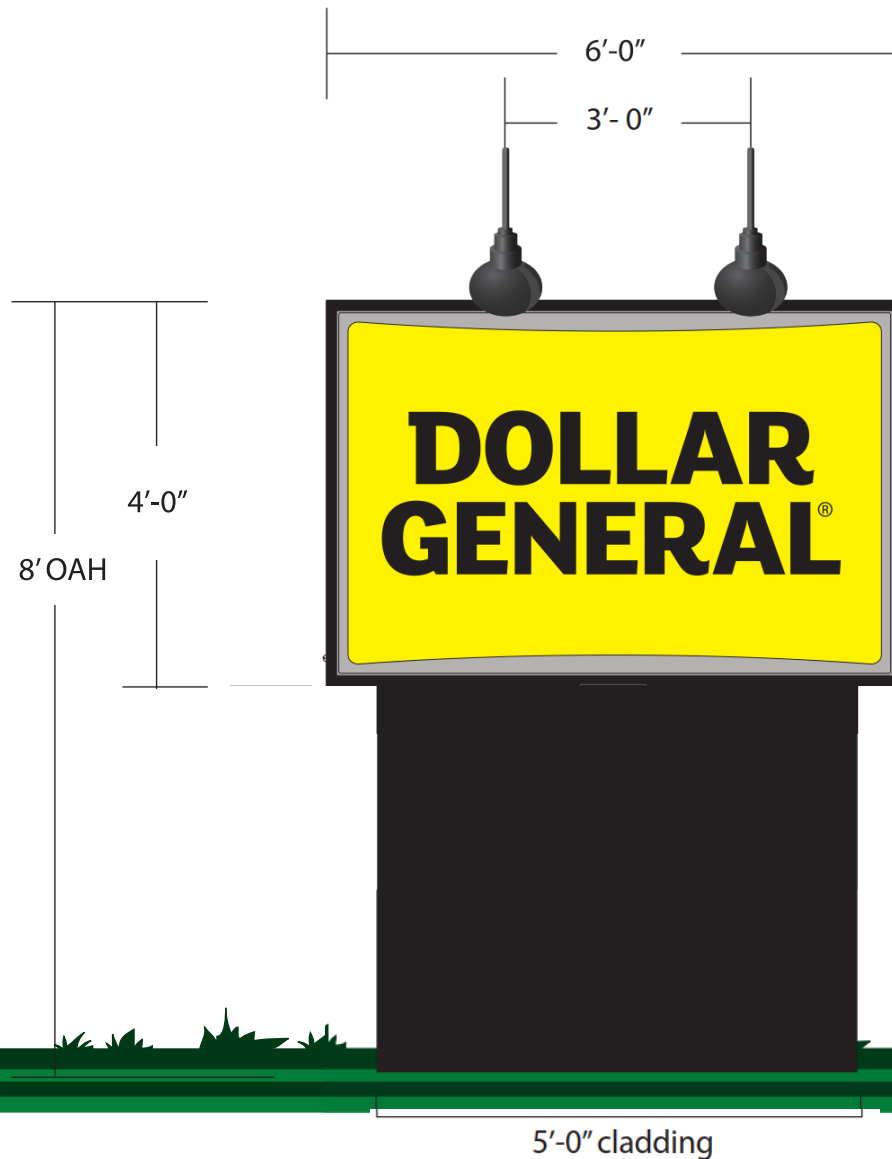
David B. Atwood, P.E.

VDOT | Area Land Use Engineer

Harrisonburg Residency Office

3536 North Valley Pike | Harrisonburg, VA 22802

Phone # (540) 434-2587 | Fax # (540) 434-3897



Everbrite

DISCLAIMER: Renderings are for graphic purposes only and not intended for actual construction dimensions. For windload requirements, actual dimensions and mounting detail, please refer to engineering specifications and install drawings.

These drawings and designs are the exclusive property of Everbrite LLC. Use of, or duplication in any manner without express written permission of Everbrite LLC is prohibited.

Customer: Dollar General

Project No: 323837-2

Scale: 1/2"=1'-0"

Date: 4/6/15

Drawn By: RB

Location & Site No

Description:

M24@8' OAH, 2 Gooseneck Lamps

Revised:

Revised:

Customer Approval: NOTE: Unless specified by customer, all depth of embossing will be determined by Everbrite Engineering or existing customer specifications on file. Colors and graphics on file will be used unless otherwise specified by customer.

Please read carefully, check appropriate box and fax back to Everbrite:

- ☐ Sketch OK as is
☐ New sketch required

SIGNATURE

DATE

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	May 23, 2019	Staff Member: Jeanne Colvin
Item #	D	
Ordinance #		
Department:	Budget Office	
Council Vision:	Responsive, Efficient Government	
Subject:	Consideration 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. At Council's regular meeting on May 9, 2019, Council introduced the ordinance and conducted a public hearing. Consideration of the ordinance is scheduled for Council's meeting on 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 Cafeteria Fund 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 reconciliation 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 that City Council adopted the ordinance as presented.

Suggested Motion: I move to adopt an ordinance amending the fiscal year 2019 budget by adding Budget Amendment Number Two, totaling \$52,095,492.

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
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INTRODUCED: May 9, 2019

PUBLIC HEARING: May 9, 2019

Public Hearing Advertisement Date: April 30, 2019

Approved this _____ day of _____ 2019

Effective Date: _____

CERTIFIED: _____

ATTEST: _____

Suzanne F. Simmons
Clerk of Council

Carolyn W. Dull
Mayor of Council

FY 2019 BUDGET AMENDMENT NO. 2

GENERAL FUND		AMOUNT	
	LEDGER CODE	REVENUE	EXPENDITURE
JUDICIAL ADMINISTRATION			
<u>CLERK OF THE CIRCUIT COURT</u>			
To appropriate additional Comm of VA funds from the Supreme Court of Virginia	11023-45318-40310	\$ 7,150	
Technology Trust Funds for records management/indexing	11022160-55429-40310		\$ 7,150
PUBLIC SAFETY			
<u>POLICE DEPARTMENT</u>			
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			
<u>TRAFFIC SIGNALS</u>			
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			
<u>RECREATION</u>			
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
<u>LIBRARY</u>			
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			
<u>COMPREHENSIVE SERVICES ACT</u>			
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

X:\CITY BUDGET\2019 CITY BUDGET\FY2019 BUDGET AMENDMENTS\FY2019 BIDGET AMENDMENT NO 2\FY2019 BUDGET AMENDMENT NO 2 CITY AND SCHOOLS CITY

BUDGET AMENDMENT NO. 1 GENERAL FUND SUMMARY**GENERAL FUND REVENUE SUMMARY**

General Revenues

<u>Appropriation of Prior Year Fund Balance</u>		\$	250,000
Operating Reserve	250,000		
<u>Recovered Costs</u>			9,980
Public Works	9,980		
<u>Miscellaneous Revenue</u>			97,290
Donations-Recreation	52,290		
Donations-Library	45,000		
<u>Capital Grants and Contributions</u>			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			
<u>FY2019-FY2023 CAPITAL IMPROVEMENT PLAN</u>			
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
<u>STAUNTON CROSSING/DEMOLITION PROJECT</u>			
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
<u>HIGH SCHOOL PROJECT</u>			
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
<u>VDOT PRIMARY PAVING PROJECTS</u>			
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
<u>CENTRAL AVENUE IMPROVEMENTS PROJECT</u>			
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
<u>GYPSY HILL PARK PLAYGROUND EQUIPMENT</u>			
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			
<u>HUD ENTITLEMENT COMMUNITY</u>			
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			
<u>POLICE DEPARTMENT</u>			
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.			
Professional Services	21533-46252-40247 21533110-53010-40247	\$ 18,000	\$ 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
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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
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TOTAL FY2019 BUDGET AMENDMENT NO. 2	\$52,095,492
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**STAUNTON CITY SCHOOLS
FY 2019 BUDGET
AMENDMENT NO. 2**

EDUCATION FUND		REVENUES	EXPENDITURES
STATE AND FEDERAL GRANT REVENUE/PROGRAMS			
<u>COMPETITIVE INNOVATIVE EQUIPMENT GRANT</u>			
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
<u>VCU COMMUNITIES OF LEARNING GRANT</u>			
To appropriate the balance of grant funds received in FY2018 for the Communities of Learning Grant		\$ 1,500	
Education Supplies	900300-40587-COL 91109884-56013-COL		\$ 1,500
<u>STEM Grant</u>			
To appropriate STEM grant funds for teacher recruitment and retention.		\$ 1,000	
Teacher Incentives	900300- 91102187-		\$ 1,000
TOTAL STATE AND FEDERAL GRANT PROGRAMS		\$ 40,000	\$ 40,000
LOCAL GENERAL REVENUE/PROGRAMS			
<u>RECOVERED COSTS- CAPITAL PROJECTS</u>			
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
<u>BESSIE WELLER ELEMENTARY THACKER FUND</u>			
To appropriate additional funds received from the Thacker Fund for Bessie Weller Elementary School		\$ 1,375	
Bessie Weller Elementary Thacker Fund	900100-49302 91101181-56109		\$ 1,375
<u>MARY BALDWIN UNIVERSITY SEEDS OF LEARNING GRANT</u>			
To appropriate funds received to purchase educational supplies		\$ 4,035	
Education supplies	900300-40587 91311195-56013		\$ 4,035
<u>PROPERTY DAMAGE</u>			
To appropriate insurance proceeds for damages to A.R. Ware school awning		\$ 15,765	
Building repair and maintenance	900100-40510 96609083-58298		\$ 15,765
To appropriate insurance proceeds for damages to a bus		\$ 1,961	
Vehicle repair and maintenance	900100-40510 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.	\$ 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 23, 2019	City Council Doug Guynn City Attorney
Item #	F	
Ordinance #		
Department:	City Council/City Attorney	
Council Vision:		
Subject:	City Council to Give Notice of Closed Meeting for City Manager Candidate Interviews in an Undisclosed Location	

Background: City Council continues, with the assistance of special advisor Nancy Bowman, to recruit and consider candidates for the position of City Manager, given Mr. Owen's upcoming planned retirement. By law, City Council may conduct interviews of candidates in a disclosed or undisclosed location if it announces in an open meeting that such closed meeting shall be held at an undisclosed location within 15 days thereafter, pursuant to Virginia Code § 2.2-3712(B). Attached is the referenced statute.

This exception to the usual notice requirements of the Virginia Freedom of Information Act has very legitimate purposes underlying it. For example, candidates often desire to explore career opportunities without necessarily publicizing that fact. Also, premature identification of a candidate may chill the candidate's interest or further willingness to be considered. Uniquely with Council's interview of such candidates, just the mere fact that Council is interviewing the person may risk giving the misimpression that a particular individual is the finalist. Moreover, by using an undisclosed location, which may be at a non-City owned venue, it helps to minimize the chance of disruption for the hosting facility from third parties trying to preemptively observe who may come and go at the venue.

Even with the undisclosed location option, Council still would follow procedures for entering and exiting a closed meeting, certifying after the closed meeting, and approving minutes at a later public meeting to memorialize the meeting as usually is done.

City Attorney's Recommendation: City Council discuss and consider adopting the suggested motion.

Suggested Motion: I move that City Council hereby give notice that within the next 15 days it may conduct interviews in disclosed or undisclosed locations for the purpose of interviewing candidates for the position of City Manager, pursuant to Virginia Code § 2.2-3712(B).

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

§ 2.2-3712. Closed meetings procedures; certification of proceedings

A. No closed meeting shall be held unless the public body proposing to convene such meeting has taken an affirmative recorded vote in an open meeting approving a motion that (i) identifies the subject matter, (ii) states the purpose of the meeting as authorized in subsection A of § 2.2-3711 or other provision of law and (iii) cites the applicable exemption from open meeting requirements provided in subsection A of § 2.2-3711 or other provision of law. The matters contained in such motion shall be set forth in detail in the minutes of the open meeting. A general reference to the provisions of this chapter, the authorized exemptions from open meeting requirements, or the subject matter of the closed meeting shall not be sufficient to satisfy the requirements for holding a closed meeting.

B. The notice provisions of this chapter shall not apply to closed meetings of any public body held solely for the purpose of interviewing candidates for the position of chief administrative officer. Prior to any such closed meeting for the purpose of interviewing candidates, the public body shall announce in an open meeting that such closed meeting shall be held at a disclosed or undisclosed location within 15 days thereafter.

C. The public body holding a closed meeting shall restrict its discussion during the closed meeting only to those matters specifically exempted from the provisions of this chapter and identified in the motion required by subsection A.

D. At the conclusion of any closed meeting, the public body holding such meeting shall immediately reconvene in an open meeting and shall take a roll call or other recorded vote to be included in the minutes of that body, certifying that to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body. Any member of the public body who believes that there was a departure from the requirements of clauses (i) and (ii), shall so state prior to the vote, indicating the substance of the departure that, in his judgment, has taken place. The statement shall be recorded in the minutes of the public body.

E. Failure of the certification required by subsection D to receive the affirmative vote of a majority of the members of the public body present during a meeting shall not affect the validity or confidentiality of such meeting with respect to matters considered therein in compliance with the provisions of this chapter. The recorded vote and any statement made in connection therewith, shall upon proper authentication, constitute evidence in any proceeding brought to enforce the provisions of this chapter.

F. A public body may permit nonmembers to attend a closed meeting if such persons are deemed necessary or if their presence will reasonably aid the public body in its consideration of a topic that is a subject of the meeting.

G. A member of a public body shall be permitted to attend a closed meeting held by any

committee or subcommittee of that public body, or a closed meeting of any entity, however designated, created to perform the delegated functions of or to advise that public body. Such member shall in all cases be permitted to observe the closed meeting of the committee, subcommittee or entity. In addition to the requirements of § [2.2-3707](#), the minutes of the committee or other entity shall include the identity of the member of the parent public body who attended the closed meeting.

H. Except as specifically authorized by law, in no event may any public body take action on matters discussed in any closed meeting, except at an open meeting for which notice was given as required by § [2.2-3707](#).

I. Minutes may be taken during closed meetings of a public body, but shall not be required. Such minutes shall not be subject to mandatory public disclosure.

1989, c. 358, § 2.1-344.1; 1999, cc. [703](#), [726](#); 2001, c. [844](#); 2012, c. [428](#); 2017, c. [616](#).

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