

**Work Session Agenda
Staunton City Council
Rita S. Wilson Council Chambers
August 26, 2021
5:00 p.m.**

- | | |
|------------------|--|
| 5:00 p.m. | 1. Consideration of Work Session and Regular Meeting Agendas |
| 5:05 p.m. | 2. Presentation and Discussion of a Resolution Authorizing Refinancing of 2005, 2012, 2013 and 2019 Bonds |
| 5:20 p.m. | 3. Presentation of Possible Flood Mitigation Strategies |
| 5:50 p.m. | 4. Discussion of Establishment of Elder's Way |
| 6:00 p.m. | 5. Discussion of Personnel Policy Manual Update to Grievance Procedure |
| 6:10 p.m. | Break |
| 6:30 p.m. | 6. Discussion of Resolution Authorizing Virginia Department of Transportation Inventory Adjustments |
| 6:40 p.m. | 7. Closed Meeting for: (i) Discussion of Possible Acquisition of Real Property Within the City; (ii) Discussion Regarding a Specific Council Appointee to the Economic Development Authority; and (iii) Consultation and Discussion with Legal Counsel Requiring the Provision of Legal Advice by Such Counsel Pertaining to Legal Considerations and Discussion Involving Items (i) and (ii) |
| 7:15 p.m. | Break |

**Regular Meeting Agenda
Staunton City Council
Rita S. Wilson Council Chambers
August 26, 2021
7:30 p.m.**

Call to Order

Pledge of Allegiance

Invocation/Moment of Silence—Holmes

Mayor's Report

Additional Items by Members of Council

Approval of Minutes

Work Session and Regular Meeting of August 12, 2021

REGULAR MEETING

- A. Recognition of Leslie Miller for Years of Service to the City of Staunton**
- B. Recognition of Eddie Snyder for Years of Service to the City of Staunton**
- C. Consideration of Ordinance to Amend the FY2022 Budget Ordinance for the City of Staunton by Adding Budget Amendment Number Two**
- D. Consideration of Establishment of Elder's Way**
- E. Consideration of Personnel Policy Manual Update to Grievance Procedure**
- F. Consideration of Resolution Authorizing Virginia Department of Transportation Inventory Adjustments**
- G. Discussion and Consideration of Utility Easements at Staunton Crossing**

Matters from the City Manager

Roll Call

Matters from the Public*

Adjournment

***Public Participation**

For instructions on how to participate in a Public Hearing and Matters from the Public portions of the City Council meeting visit www.staunton.va.us/council.

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	August 26, 2021	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 Meeting, the addition/deletion of _____].

City Manager: Steven L. Rosenberg

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CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	August 26, 2021	Staff Member: Phil Trayer
Item #	2	
Ordinance #		
Department:	Finance	
Council Vision:	Responsive, Efficient Government	
Subject:	Resolution Authorizing Refinancing of 2005, 2012, 2013, and 2019 Bonds	

Background: Each year staff works with the city's financial advisor, Davenport & Company LLC, to identify debt savings opportunities. Through this process, the city's outstanding 2005, 2012, 2013 and 2019 tax supported General Obligation Bonds have been identified as potential refinancing candidates through the Virginia Resources Authority Fall Pool Financing Program. At the present time the all-in average interest rate (including financing costs) through the Virginia Resources Authority is projected to be in the 1.25% range for a 13-year financing. When applied to the outstanding tax supported debt refinancing candidates, gross savings is estimated to be between \$532,000 and \$723,000 in the debt service fund over the next 13 years. The following debt series have been identified for refinancing:

- The 2005 Bond (Bank of America) has a current rate of 3.43%, an outstanding balance of \$1,226,981 and a maturity date of February 1, 2025 (FY 2025). Expected gross savings will range between \$33,000 and \$39,000 over the next four years. The 2005 bonds were originally issued for a combination of school and city CIP projects at a ratio of 60% schools and 40% city. Maturity date for this series will remain in FY 2025.

- The 2012 Bond (SunTrust) has a current rate of 2.21%, an outstanding balance of \$4,707,000 and a maturity date of October 1, 2027 (FY 2028). Expected gross savings will range between \$160,000 and \$196,000 over the next seven years. The 2012 bonds were originally issued to provide funds to pay \$10 million in transfer fees to the Commonwealth of Virginia for the Western State site. Maturity date for this series will remain in FY 2028.
- The 2013 Bond (SunTrust) has a current rate of 2.58%, an outstanding balance of \$2,570,000 and a maturity date of January 5, 2028 (FY 2028). Expected gross savings will range between \$121,000 and \$132,000 over the next seven years. The 2013 bonds were originally issued to provide funds to pay \$5 million in transfer fees to the Commonwealth of Virginia for the Western State site. Maturity date for this series will remain in FY 2028.
- 2019 Bond (SunTrust) has a current rate of 1.88%, an outstanding balance of \$13,421,000 and a maturity date of February 1, 2034 (FY 2034). Expected gross savings will range between \$211,000 and \$355,000 over the next 13 years. A portion of these bonds were originally issued in 2007 for the Hotel 24 South and Conference Center and the golf irrigation system at Gypsy Hill Park. Of the \$13.4 million outstanding balance, \$7,333,000 is associated with the original 2007 issuance. The remainder of the 2019 Bonds were originally financed in 2008 via literary loans issued for school improvements at McSwain and Ware elementary schools. Each school has an outstanding principal amount of \$3,044,000. The fiscal year of maturity for these series will remain as originally issued.

The estimated savings amounts described above are based on current market interest rates as of August 17, 2021, and are subject to change until the Virginia Resources Authority bond pricing scheduled for November 17, 2021.

Attached is a resolution providing for the refinancing of the above-described tax supported debt. The resolution limits the principal amount of the bond to a not to exceed \$22,200,000. Given the current favorable interest rates already in place (particularly for the 2019 issuance, which has a balance of \$13,421,000), a floor of net present value savings equal to 1%, or roughly \$250,000, has been established. With this floor, the city may terminate the issuance, without penalty, if actual interest rates in November fail to provide adequate savings. The bond resolution is scheduled for Council's consideration on September 9, 2021.

City staff and representatives of Davenport & Company LLC and Hunton Andrews Kurth LLP, the city's bond counsel, will be available to answer any questions.

Attachments:

Attachment 1—Bond Refunding Resolution
Attachment 2—Refinancing Summary

City Manager's Recommendation: Not applicable.

Suggestion Motion: Not applicable.

City Manager: Steven L. Rosenberg

**RESOLUTION OF THE CITY COUNCIL OF STAUNTON,
VIRGINIA, PROVIDING FOR THE ISSUANCE AND SALE
OF A TAXABLE GENERAL OBLIGATION REFUNDING
BOND, SERIES 2021, OF THE CITY OF STAUNTON,
VIRGINIA, IN A PRINCIPAL AMOUNT NOT TO EXCEED
\$[22,200,000] PROVIDING FOR THE FORM, DETAILS AND
PAYMENT THEREOF AND PROVIDING FOR THE
REFUNDING OF CERTAIN OF THE CITY'S
OUTSTANDING GENERAL OBLIGATION BONDS**

WHEREAS, the City of Staunton, Virginia (the "City"), has previously issued its \$4,600,000 General Obligation Public Improvement Bond, Series 2005, \$10,000,000 General Obligation Public Improvement Bond, Series 2012, \$5,000,000 General Obligation Public Improvement Bond, Series 2013, and \$14,660,000 General Obligation Refunding Bond, Series 2019B (collectively, the "Prior Bonds");

WHEREAS, the City's administration, in collaboration with the City's financial advisor, Davenport & Company LLC (the "Financial Advisor"), has recommended to the Council of the City (the "Council") that the City refund all or a portion of the outstanding principal installments of the Prior Bonds (such refunded portions, the "Refunded Installments") to realize debt service savings;

WHEREAS, the City desires to issue a refunding bond (the "Bond" as further described in Section 3 herein) to refund the Refunded Installments, subject to the terms and conditions herein, including a condition that the refunding achieve an aggregate net present value debt service savings of not less than [1.00]% of the refunded par amount of the Refunded Installments (the "Targeted Savings");

WHEREAS, the City has requested that the Virginia Resources Authority ("VRA") purchase the Bond, and, subject to final credit approval, VRA has indicated its willingness to purchase the Bond from the proceeds of one or more series of its Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program) (collectively, the "VRA Bonds"), in accordance with the terms of a Local Bond Sale and Financing Agreement to be dated as of a date specified by VRA (the "Financing Agreement"), between VRA and the City, the form of which has been made available to Council prior to this meeting;

WHEREAS, VRA has advised the City that VRA's objective is to pay the City a purchase price for the Bond that, in VRA's judgment, reflects its market value (the "Purchase Price Objective") taking into consideration such factors as the Targeted Savings, the purchase price received by VRA for the VRA Bonds, the issuance costs of the VRA Bonds (consisting of the underwriters' discount and other costs incurred by VRA) and other market conditions relating to the sale of the VRA Bonds; and

WHEREAS, the Financing Agreement will provide that the terms of the Bond may not exceed the parameters set forth below in Section 3;

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STAUNTON,
VIRGINIA:**

1. Issuance of Bond and Use of Proceeds. Pursuant to the Constitution and statutes of the Commonwealth of Virginia (the “Commonwealth”), including the Public Finance Act of 1991 (but without regard to the provisions of the City Charter), the Council hereby provides for the issuance and sale of the Bond to VRA and the use of the Bond proceeds to refund the Refunded Installments and pay the related costs of issuance and refunding.

2. Authorization of Financing Agreement. The form of the Financing Agreement made available to the Council prior to this meeting is hereby approved. The City Manager (which term for purposes of this Resolution shall include any Assistant City Manager) is authorized to execute and deliver the Financing Agreement in substantially such form, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the City Manager, whose approval shall be evidenced conclusively by the execution and delivery thereof. The issuance and sale of the Bond to VRA shall be upon the terms and conditions set forth in the Financing Agreement. The proceeds of the Bond shall be applied in the manner set forth in the Financing Agreement. All capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Financing Agreement.

3. Bond Details. The Bond shall be issued as a single, registered bond, shall be designated “Taxable General Obligation Refunding Bond, Series 2021,” shall be numbered R-1 and shall be dated the date that is 30 days prior to the closing date of the VRA Bonds. The Council authorizes the issuance and sale of the Bond to VRA on such terms as shall be determined by VRA, subject to VRA’s Purchase Price Objective and market conditions described in the Recitals hereof; provided, however, that (a) the Bond shall be issued in an aggregate principal amount not to exceed \$[22,200,000], have a “true” interest cost not to exceed [2.20]% (exclusive of “Supplemental Interest” as provided in the Financing Agreement) and be payable in principal installments ending not later than [December 31, 2034], and (b) the refunding shall achieve at least the Targeted Savings. Subject to the preceding terms, the Council further authorizes the City Manager to accept the final terms presented by VRA, including (x) the final principal amount of the Bond, (y) the amortization schedule (including the principal installment dates and amounts) for the Bond and (z) the optional and extraordinary redemption provisions, if any, of the Bond, all in such manner as the City Manager shall determine to be in the best interests of the City.

As set forth in the Financing Agreement, the City agrees to pay such “Supplemental Interest” and other charges as provided therein, including such amounts as may be necessary to maintain or replenish the VRA Reserve. The principal of and premium, if any, and interest on the Bond shall be payable in lawful money of the United States of America.

The actions of the City Manager in accepting the final terms of the Bond shall be conclusive, and no further action shall be necessary on the part of the Council.

4. Payment and Redemption Provisions of Bond. The principal of and premium, if any, and interest on the Bond shall be payable as set forth in the Bond and the Financing Agreement. The City may, at its option, redeem, prepay or refund the Bond upon the terms set forth in the Financing Agreement.

5. Execution and Form of Bond. The Bond shall be signed by the Mayor or Vice Mayor, and the City’s seal shall be affixed thereon and attested by the City Clerk or Deputy City Clerk. The Bond shall be issued initially as a typewritten bond in substantially the form of Exhibit A attached hereto, with such completions, omissions, insertions and changes not inconsistent with

this Resolution as may be approved by the officers signing the Bond, whose approval shall be evidenced conclusively by the execution and delivery of the Bond.

6. Pledge of Full Faith and Credit. The full faith and credit of the City are irrevocably pledged for the payment of principal of and premium, if any, and interest on the Bond. Unless other funds are lawfully available and appropriated for timely payment of the Bond, the Council shall levy and collect an annual ad valorem tax on all locally taxable property in the City, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, sufficient to pay when due the principal of and premium, if any, and interest on the Bond.

7. Preparation of Printed Bond. Upon request of the registered owner and upon presentation of the Bond at the office of the Registrar (as hereinafter defined), the City shall arrange to have prepared, executed and delivered in exchange as soon as practicable the Bond in printed form in an aggregate principal amount equal to the unpaid principal of the Bond in typewritten form, in denominations of \$5,000 and multiples thereof (except that one Bond may be issued in an odd denomination of less than \$5,000), of the same form and maturity and registered in such names as requested by the registered owners or their duly authorized attorneys or legal representatives. The printed Bond may be executed by manual or facsimile signature of the Mayor or Vice Mayor, and the City's seal is to be affixed thereto and attested by the City Clerk or Deputy City Clerk; provided, however, that if both such signatures are facsimiles, no Bond shall be valid until it has been authenticated by the manual signature of the Registrar and the date of authentication noted thereon. The typewritten Bond surrendered in any such exchange shall be canceled.

8. Registration, Transfer and Owner of Bond. The City hereby appoints the City's Chief Financial Officer as paying agent and registrar (the "Registrar") for the Bond. If deemed to be in the best interest of the City, the City Manager may at any time appoint a qualified bank or trust company as successor Registrar. Upon surrender of the Bond at the office of the Registrar, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the City shall provide for the execution, and the Registrar shall authenticate and deliver in exchange, a new Bond or Bonds having an equal aggregate principal amount, of the same form and maturity, bearing interest at the same rate and registered in such name as requested by the then registered owner or its duly authorized attorney or legal representative. Any such exchange shall be at the expense of the City, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person or entity exclusively entitled to payment of principal of and premium, if any, and interest on the Bond, and the exercise of all other rights and powers of the owner, except that regular installments of principal and interest shall be paid to the person or entity shown as owner on the registration books on the 15th day of the month preceding each payment date.

9. Mutilated, Lost or Destroyed Bond. If the Bond has been mutilated, lost or destroyed, the City shall execute and deliver a new Bond of like date and tenor in exchange and substitution for, and upon cancellation of, such mutilated Bond or in lieu of and in substitution for such lost or destroyed Bond; provided, however, that the City shall so execute and deliver only if the registered owner has paid the reasonable expenses and charges of the City in connection therewith and, in the case of a lost or destroyed Bond, (a) has filed with the City evidence

satisfactory to the City that such Bond was lost or destroyed and (b) has furnished to the City satisfactory indemnity.

10. Preparation and Delivery of Bond. The officers of the City are authorized and directed to take all proper steps to have the Bond prepared and executed in accordance with its terms and to deliver it to VRA as the purchaser thereof upon receipt of the Purchase Price from VRA as set forth in the Financing Agreement.

11. Redemption of Refunded Installments. The City Manager is authorized and directed to (a) determine which principal installments (or portions thereof) of the Prior Bonds, if any, shall constitute the Refunded Installments and (b) take all proper steps to call for redemption the Refunded Installments and prepare and deliver any such notices and correspondence necessary therefor.

12. Escrow Agreement. If the City Manager determines it is necessary or desirable for the City to enter into an escrow agreement to effect the refunding of any portion of the Refunded Installments, the City Manager is authorized and directed to execute an escrow agreement (the "Escrow Agreement") with an escrow agent to be appointed by the City Manager. The Escrow Agreement shall be in the form approved by the City Manager, in collaboration with the City Attorney and the City's bond counsel, the execution thereof by the City Manager to constitute conclusive evidence of such officer's approval of the Escrow Agreement.

13. Tax Compliance Agreement. Such officers of the City as may be requested by VRA are authorized and directed to execute and deliver a nonarbitrage certificate and tax compliance agreement (the "Tax Compliance Agreement") in a form not inconsistent with this Resolution as may be approved by the officers of the City executing such document, whose approval shall be evidenced conclusively by the execution and delivery thereof.

14. Arbitrage Covenants. The City covenants that it shall not take or omit to take any action the taking or omission of which will cause the VRA Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations issued pursuant thereto (the "Code"), or otherwise cause interest on the VRA Bonds to be includable in the gross income for federal income tax purposes of the registered owners thereof under existing law. Without limiting the generality of the foregoing, the City shall comply with any provision of the Tax Compliance Agreement that may require the City at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Bond, unless the City receives an opinion of nationally recognized bond counsel that compliance with any such covenant is not required to prevent interest on the VRA Bonds from being included in the gross income for federal income tax purposes of the registered owners thereof under existing law. The City shall pay any such required rebate from legally available funds.

15. Private Activity Bond Covenant. The City covenants that it shall not permit the proceeds of the Bond or the facilities refinanced therewith to be used in any manner that would result in (a) 5% or more of such proceeds or facilities being used in any trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Code, (b) 5% or more of such proceeds or facilities being used with respect to any output facility (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Code; provided,

however, that if the City receives an opinion of nationally recognized bond counsel that compliance with any such covenant need not be complied with to prevent the interest on the VRA Bonds from being includable in the gross income for federal income tax purposes of the registered owners thereof under existing law, the City need not comply with such covenant to the extent provided in such opinion.

16. Official Statement. The City authorizes and consents to the inclusion of information with respect to the City contained in VRA's Preliminary Official Statement and VRA's Official Statement in final form, both prepared in connection with the sale of the VRA Bonds. If appropriate, such disclosure documents shall be distributed in such manner and at such times as VRA shall determine. The City Manager is authorized and directed to take such actions as may be necessary or appropriate to aid VRA in ensuring compliance with Securities and Exchange Commission Rule 15c2-12.

17. SNAP Investment Authorization. The Council has heretofore received and reviewed the Information Statement (the "Information Statement") describing the State Non-Arbitrage Program of the Commonwealth of Virginia ("SNAP") and the Contract Creating the State Non-Arbitrage Program Pool (the "Contract"), and the Council has determined to authorize the City's Chief Financial Officer to utilize SNAP in connection with the investment of the proceeds of the Bond. The Council acknowledges the Treasury Board of the Commonwealth is not, and shall not be, in any way liable to the City in connection with SNAP, except as otherwise provided in the Contract.

18. Other Actions. All other actions of officers of the City in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bond and the refunding of the Refunded Installments are hereby ratified, approved and confirmed. The officers of the City are authorized and directed to execute and deliver all certificates and instruments and to take all such further action as may be considered necessary or desirable in connection with the issuance, sale and delivery of the Bond and the refunding of the Refunded Installments.

19. Repeal of Conflicting Resolutions. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are repealed.

20. Effective Date. This Resolution shall take effect immediately.

Resolution No. 2021-_____.

ADOPTED by the Council of the City of Staunton on the _____ day of September 9,
2021.

Witness my hand and the seal of the City of Staunton, Virginia.

City Clerk

EXHIBIT A - Form of Bond

Interest on this bond is intended by the issuer thereof to be included in gross income for federal income tax purposes.

REGISTERED

REGISTERED

R-1

_____, 2021

UNITED STATES OF AMERICA

COMMONWEALTH OF VIRGINIA

CITY OF STAUNTON

**Taxable General Obligation Refunding Bond
Series 2021**

The **City of Staunton, Virginia** (the “City”), a political subdivision of the Commonwealth of Virginia (the “Commonwealth”), for value received, acknowledges itself in debt and promises to pay to the Virginia Resources Authority, or its registered assigns or legal representative (“VRA”), solely from the sources hereinafter described and pledged to the payment of this bond the principal sum of _____ DOLLARS (\$_____). Principal of this bond shall be payable in annual installments in the amounts and on the dates set forth in Schedule I attached hereto. Interest on this bond shall be payable on each _____ and _____, commencing _____, _____, computed on the basis of a 360-day year of twelve 30-day months at the rates set forth in Schedule I.

If any installment of principal of or interest on this bond is not paid to the registered owner of this bond within five days after its due date, the City shall pay to VRA a late payment charge in an amount equal to five percent (5.0%) of the overdue installment.

Subject to the provisions of the Local Bond Sale and Financing Agreement dated as of _____, 2021 (the “Financing Agreement”), between VRA and the City, so long as this bond is held by or for the account of VRA or its registered assigns or legal representative, interest is payable by (i) check or draft mailed to the registered owner of this bond at the address that appears on the 15th day of the month preceding each interest payment date on the registration books kept by the Chief Financial Officer of the City, who has been appointed registrar and paying agent, or any successor bank or trust company (the “Registrar”) or (ii) wire transfer pursuant to the most recent wire instructions received by the Registrar from such registered owner. Principal of and premium, if any, and interest on this bond shall be payable in lawful money of the United States of America. In case a payment date on this bond shall not be a Business Day (as defined below), then payment of principal, premium, if any, and interest need not be made on such date, but may be made on the next succeeding Business Day, and, if made on such next succeeding Business Day, no additional interest shall accrue for the period after such payment date. “Business Day” means any Monday, Tuesday, Wednesday, Thursday or Friday on which commercial banking institutions generally are open for business in New York and Virginia.

This bond is issued pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991 (but without regard to the provisions of the City Charter), a resolution adopted by the Council of the City (the “Council”) on September 9, 2021 (the “Resolution”), and the Financing Agreement. Proceeds of this bond will be used to (a) refund [all/portions] of the outstanding principal installments of the City’s [(i) General Obligation Public Improvement Bond, Series 2005, (ii) General Obligation Public Improvement Bond, Series 2012, (iii) General Obligation Public Improvement Bond, Series 2013, and (iv) General Obligation Refunding Bond, Series 2019B] (such refunded portions, the “Refunded Installments”), and (b) to pay related costs of issuing this bond and refunding the Refunded Installments.

The full faith and credit of the City are irrevocably pledged for the payment of principal of and premium, if any, and interest on this bond. Unless other funds are lawfully available and appropriated for timely payment of this bond, the Council shall levy and collect an annual ad valorem tax on all taxable property within the City, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, sufficient to pay when due the principal of and premium, if any, and interest on this bond.

If any failure of the City to pay all or any portion of any required payment of the principal of or premium, if any, or interest on this bond results in a withdrawal from or drawing on any VRA Reserve (as defined in the Financing Agreement), the interest rates applicable to this bond shall be increased to interest rates sufficient to reimburse the VRA Reserve for any foregone investment earnings on the funds withdrawn therefrom and pay any interest, fees or penalties assessed as a result of the withdrawal from or the drawing on the VRA Reserve. The increment of interest payable pursuant to the increase in rates shall be referred to as “Supplemental Interest.” The term “interest” as used in this bond shall include Supplemental Interest, when and if payable. The City’s obligation to pay Supplemental Interest shall commence on the date of the withdrawal or drawing of funds from the VRA Reserve occasioned by the City’s failure to pay a required payment or portion thereof as described above (the “Supplemental Interest Commencement Date”). The City’s obligation to pay Supplemental Interest shall terminate on the date on which the City makes all payments required but outstanding since the date of the initial failure to pay (the “Supplemental Interest Termination Date”). From the Supplemental Interest Commencement Date to the Supplemental Interest Termination Date, Supplemental Interest shall be due and payable on the regularly scheduled interest payment dates provided for in this bond. As soon as reasonably possible after the Supplemental Interest Commencement Date and before the next regularly scheduled interest payment date provided for in this bond, VRA shall deliver to the City a certificate as to the increase in interest rates and the amount of Supplemental Interest. The certificate shall set forth in reasonable detail the basis for the increase in interest rates and the manner of calculation of the increase and the amount of Supplemental Interest. Such certificate shall be conclusive (absent manifest error) as to the interest rate increase and amount of Supplemental Interest set forth therein. In determining the interest rate increase and the amount of Supplemental Interest, VRA may use any reasonable averaging and attribution methods.

This bond may be redeemed, prepaid or refunded at the option of the City upon the terms set forth in the Financing Agreement and the Resolution.

This bond is issuable as a fully registered bond. Upon surrender of this bond at the Registrar’s office, together with an assignment duly executed by the registered owner or such owner’s duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the City shall execute, and the Registrar shall authenticate and deliver in exchange, a

new bond or bonds in the manner and subject to the limitations and conditions provided in the Resolution, having an equal aggregate principal amount, in authorized denominations, of the same series, form and maturity, bearing interest at the same rate and in the same manner, and registered in such names as requested by the then registered owner of this bond or such owner's duly authorized attorney or legal representative. Any such exchange shall be at the City's expense, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect to it.

The Registrar shall treat the registered owner of this bond as the person exclusively entitled to payment of principal of and premium, if any, and interest on this bond and the exercise of all other rights and powers of the owner, except that regular installment payments of principal and interest shall be made to the person shown as the owner on the registration books on the 15th day of the month preceding each payment date.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth to happen, exist or be performed precedent to and in connection with the issuance of this bond have happened, exist and have been performed, and this bond, together with all other indebtedness of the City, is within every debt and other limitation prescribed by the Constitution and statutes of the Commonwealth.

IN WITNESS WHEREOF, the City of Staunton, Virginia, has caused this bond to be signed by the [Vice] Mayor, its seal to be affixed hereto and attested by the [Deputy] City Clerk, and this bond to be dated the date first above written.

(SEAL)

[Vice] Mayor, City of Staunton, Virginia

ATTEST:

[Deputy] City Clerk, City of Staunton, Virginia

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sell(s), assign(s) and transfer(s) unto

(Please print or type name and address, including postal zip code, of Transferee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFeree:

: :
: :
: :

the within bond and all rights thereunder, hereby irrevocably constituting and appointing

_____,
Attorney, to transfer said bond on the books kept for the registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signature(s) must be guaranteed
by an Eligible Guarantor Institution such
as a Commercial Bank, Trust Company,
Securities Broker/Dealer, Credit Union
or Savings Association who is a member
of a medallion program approved by The
Securities Transfer Association, Inc.

(Signature of Registered Owner)

NOTICE: The signature above must
correspond with the name of the
registered owner as it appears on the
front of this bond in every particular,
without alteration or enlargement or any
change whatsoever.

**SCHEDULE I TO
CITY OF STAUNTON, VIRGINIA
TAXABLE GENERAL OBLIGATION REFUNDING BOND
SERIES 2021**

Principal Installment <u>Number</u>	Principal Installment <u>Amount</u>	Principal Installment <u>Due Date</u>	Interest <u>Rate</u>
--	--	--	---------------------------------

[to be completed after pricing of VRA Bonds]

Refunding Summary

City of Staunton, Virginia



August 26, 2021

Refunding Analysis

- Davenport has reviewed the City's debt portfolio for potential refinancing opportunities and identified several outstanding series of tax-supported bonds as potential refunding candidates, including:

Series	Amount Outstanding	Interest Rate	Final Maturity
General Obligation Public Improvement Bond, Series 2005 (Bank of America)	\$ 1,226,981	3.43%	2/1/2025
General Obligation Public Improvement Bond, Series 2012 (SunTrust)	\$ 4,707,000	2.21%	10/1/2027
General Obligation Public Improvement Bond, Series 2013 (Union First Market)	\$ 2,570,000	2.58%	1/5/2028
General Obligation Refunding Bond, Series 2019 (SunTrust)	\$ 13,421,000	1.88%	2/1/2034

- City Staff, Davenport and Bond Counsel have assessed potential refunding options for the tax-supported refunding candidates and identified a VRA Fall Pool financing as a viable option to generate debt service savings, subject to market conditions.
- The City has submitted an application to VRA to participate in the fall pool, subject to approval of an Authorizing Resolution by City Council.
 - The Authorizing Resolution, if adopted, will establish a minimum savings parameter. If this savings parameter is not able to be achieved due to market conditions, there will be no fees/costs owed by the City.

Hypothetical VRA Fall Pool Refunding

Current Market Rates as of 8/17/2021 – VRA Public Sale⁽¹⁾



A	B	C	D	E	F
Series Refunded	2005 Bond (Bank of America)	2012 Bond (SunTrust)	2013 Bond (Union First Market)	2019 Bond (SunTrust)	Grand Total
Refunding Tax Status	Tax-Exempt	Tax-Exempt	Tax-Exempt	Tax-Exempt	Tax-Exempt
Refunding Type	Current	Current	Current	Current	Current
1 Summary of Bonds Refunded:					
2 Maturities	2/1/2022 - 2/1/2025	10/1/2022 - 10/1/2027	1/5/2022 - 1/5/2028	2/1/2022 - 2/1/2034	1/5/2022 - 2/1/2034
3 Refunded Bonds	\$ 1,226,981	\$ 4,707,000	\$ 2,570,000	\$ 13,421,000	\$ 21,924,981
4 Refunded Bonds Call Date	Current	Current	Current	Current	Current
5 Call Price	101%	100%	100%	101%	Varies
6 Average Coupon of Refunded Bonds	3.430%	2.210%	2.580%	1.880%	2.031%
7					
8 Summary of Refunding Bonds:					
9					
10 Sources:					
11 Par Amount	\$ 905,000	\$ 4,135,000	\$ 2,005,000	\$ 10,415,000	\$ 17,460,000
12 Premium	86,576	675,353	327,913	2,301,119	3,390,961
13 City Equity Contribution	282,000	-	306,000	1,155,000	1,743,000
14 Total Sources	\$ 1,273,576	\$ 4,810,353	\$ 2,638,913	\$ 13,871,119	\$ 22,593,961
15					
16 Uses:					
17 Refunding Escrow Deposits - Cash Deposit	\$ 1,251,643	\$ 4,720,292	\$ 2,594,312	\$ 13,650,529	\$ 22,216,776
18 Local Fixed Cost of Issuance	7,775	35,524	17,225	89,476	150,000
19 VRA Fixed Cost of Issuance	2,592	11,841	5,742	29,825	50,000
20 VRA CRF Equity Contribution	4,525	20,675	10,025	52,075	87,300
21 Underwriter's Discount	4,525	20,675	10,025	52,075	87,300
22 Additional Proceeds	2,517	1,346	1,584	(2,861)	2,585
23 Total Uses	\$ 1,273,576	\$ 4,810,353	\$ 2,638,913	\$ 13,871,119	\$ 22,593,961
24					
25 Bond Statistics:					
26 All-In True Interest Cost	1.334%	1.083%	1.083%	1.294%	1.239%
27 True Interest Cost	0.426%	0.547%	0.548%	0.920%	0.812%
28 Arbitrage Yield	0.651%	0.651%	0.651%	0.651%	0.651%
29 Final Maturity	11/1/2024	11/1/2027	11/1/2027	11/1/2033	11/1/2033

1) Additional due diligence is needed in order to determine if the refunding candidates meet VRA authorization parameters.

Note: Refunding results are preliminary and subject to change. Assumed to be issued on 11/17/2021.

Note: Savings net of Fixed Costs of Issuance of \$150,000, VRA Fixed Costs of Issuance of \$50,000, VRA CRF Equity Contribution of \$87,300 and Underwriter's Discount of \$87,300.

Hypothetical VRA Fall Pool Refunding

Current Market Rates as of 8/17/2021 – VRA Public Sale⁽¹⁾



	A	B		C	D		E		F		
	Series Refunded	2005 Bond (Bank of America)		2012 Bond (SunTrust)	2013 Bond (Union First Market)		2019 Bond (SunTrust)		Grand Total		
	Refunding Tax Status	Tax-Exempt		Tax-Exempt	Tax-Exempt		Tax-Exempt		Tax-Exempt		
	Refunding Type	Current		Current	Current		Current		Current		
1	Summary of Refunding Results:										
2	Gross Savings	\$	33,431	\$	179,128	\$	127,017	\$	287,474	\$	627,050
3	NPV Savings (\$)	\$	34,597	\$	179,045	\$	124,806	\$	246,693	\$	585,140
4	NPV Savings (% of Refunded Par)		2.820%		3.804%		4.856%		1.838%		2.669%
5	Average Annual Savings (\$)	\$	8,358	\$	37,276 ⁽²⁾	\$	18,145	\$	22,113	\$	48,235
6											
7	FY Cash Flow Savings:										
8	6/30/2022	\$	9,320	\$	(44,528)	\$	20,342	\$	22,729	\$	7,863
9	6/30/2023		9,414		36,410		20,209		19,010		85,042
10	6/30/2024		9,405		37,610		15,606		23,626		86,246
11	6/30/2025		5,292		36,111		17,667		19,708		78,778
12	6/30/2026		-		37,019		19,239		22,418		78,676
13	6/30/2027		-		38,334		17,476		23,628		79,438
14	6/30/2028		-		38,173		16,479		22,779		77,431
15	6/30/2029		-		-		-		23,792		23,792
16	6/30/2030		-		-		-		21,764		21,764
17	6/30/2031		-		-		-		22,866		22,866
18	6/30/2032		-		-		-		23,136		23,136
19	6/30/2033		-		-		-		19,681		19,681
20	6/30/2034		-		-		-		22,337		22,337
21	Total Cash Flow Savings:	\$	33,431	\$	179,128	\$	127,017	\$	287,474	\$	627,050
22											
23	Sensitivity Analysis (+10 bps)										
24	Gross Savings	\$	38,675	\$	160,831	\$	121,772	\$	211,672	\$	532,950
25	NPV Savings (\$)	\$	32,500	\$	162,288	\$	116,196	\$	178,070	\$	489,054
26	NPV Savings (% of Refunded Par)		2.649%		3.448%		4.521%		1.327%		2.231%
27											
28	Sensitivity Analysis (-10 bps)										
29	Gross Savings	\$	39,188	\$	196,144	\$	132,518	\$	355,981	\$	723,831
30	NPV Savings (\$)	\$	36,886	\$	195,761	\$	133,439	\$	316,040	\$	682,127
31	NPV Savings (% of Refunded Par)		3.006%		4.159%		5.192%		2.355%		3.111%

1) Additional due diligence is needed in order to determine if the refunding candidates meet VRA authorization parameters.

2) Average Annual Savings for the refunding of the 2012 Bond (SunTrust) excludes FY 2022.

Note: Refunding results are preliminary and subject to change. Assumed to be issued on 11/17/2021.

Note: Savings net of Fixed Costs of Issuance of \$150,000, VRA Fixed Costs of Issuance of \$50,000, VRA CRF Equity Contribution of \$87,300 and Underwriter's Discount of \$87,300.

Next Steps

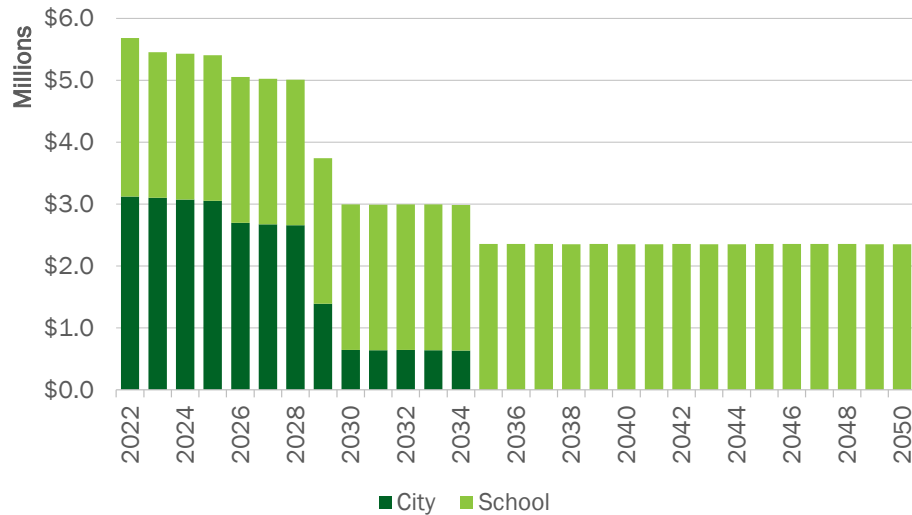
Date	Task
August 26 th	City Council Meeting City Council considers approving adding the Authorizing Resolution to the September 9th Council Meeting Agenda.
September 9 th	City Council Meeting - City Council considers adopting the Authorizing Resolution and approving forms of financing documents subject to a series of parameters: – Minimum NPV % Savings: 1.00% – Not-to-Exceed Par Amount: \$22,200,000 – Not-to-Exceed Final Maturity: December 31, 2034 – Not-to-Exceed TIC Rate: 2.20%
October 27 th	Tentative VRA Bond Sale Date
November 17 th	Tentative VRA Closing Date

Appendix A

Existing Tax Supported Debt

Existing Tax-Supported Debt

Tax-Supported Debt Service



Par Outstanding – Estimated as of 6/30/2021

Type	Par Amount
City	\$22,650,981
Schools	43,230,000
Total Par Outstanding	\$65,880,981

Tax-Supported Debt Service

Fiscal Year	City Debt Service	Schools Debt Service	Total Debt Service	Total Principal Outstanding	10-Year Payout Ratio
Total	\$ 24,969,433	\$ 68,478,252	\$ 93,447,685	\$ 65,880,981	
2022	3,122,160	2,561,155	5,683,315	3,614,407	46.6%
2023	3,102,877	2,353,513	5,456,390	3,494,402	46.5%
2024	3,074,922	2,356,724	5,431,646	3,571,740	46.7%
2025	3,053,425	2,352,789	5,406,214	3,651,433	46.8%
2026	2,697,753	2,356,581	5,054,334	3,408,000	45.8%
2027	2,671,918	2,352,975	5,024,893	3,479,000	45.0%
2028	2,658,447	2,351,970	5,010,417	3,568,000	44.2%
2029	1,389,479	2,353,314	3,742,793	2,398,000	43.2%
2030	643,889	2,351,880	2,995,769	1,732,000	43.8%
2031	638,853	2,352,543	2,991,396	1,798,000	45.7%
2032	641,705	2,355,049	2,996,754	1,877,000	47.8%
2033	639,293	2,356,049	2,995,342	1,946,000	50.3%
2034	634,712	2,353,148	2,987,860	1,998,000	53.0%
2035	-	2,355,524	2,355,524	1,420,000	56.3%
2036	-	2,354,101	2,354,101	1,470,000	61.1%
2037	-	2,356,078	2,356,078	1,525,000	66.6%
2038	-	2,353,879	2,353,879	1,570,000	73.0%
2039	-	2,354,219	2,354,219	1,620,000	80.5%
2040	-	2,351,990	2,351,990	1,670,000	89.4%
2041	-	2,353,094	2,353,094	1,725,000	100.0%
2042	-	2,356,258	2,356,258	1,785,000	100.0%
2043	-	2,352,595	2,352,595	1,840,000	100.0%
2044	-	2,353,223	2,353,223	1,900,000	100.0%
2045	-	2,355,638	2,355,638	1,965,000	100.0%
2046	-	2,354,720	2,354,720	2,030,000	100.0%
2047	-	2,356,575	2,356,575	2,100,000	100.0%
2048	-	2,356,120	2,356,120	2,170,000	100.0%
2049	-	2,353,355	2,353,355	2,240,000	100.0%
2050	-	2,353,198	2,353,198	2,315,000	100.0%

Existing Tax-Supported Debt

Total Tax Supported Debt Service

FY	Principal	Interest	Total
Total	\$ 65,880,981	\$ 27,566,704	\$ 93,447,685
2022	3,614,407	2,068,908	5,683,315
2023	3,494,402	1,961,988	5,456,390
2024	3,571,740	1,859,906	5,431,646
2025	3,651,433	1,754,781	5,406,214
2026	3,408,000	1,646,334	5,054,334
2027	3,479,000	1,545,893	5,024,893
2028	3,568,000	1,442,417	5,010,417
2029	2,398,000	1,344,793	3,742,793
2030	1,732,000	1,263,769	2,995,769
2031	1,798,000	1,193,396	2,991,396
2032	1,877,000	1,119,754	2,996,754
2033	1,946,000	1,049,342	2,995,342
2034	1,998,000	989,860	2,987,860
2035	1,420,000	935,524	2,355,524
2036	1,470,000	884,101	2,354,101
2037	1,525,000	831,078	2,356,078
2038	1,570,000	783,879	2,353,879
2039	1,620,000	734,219	2,354,219
2040	1,670,000	681,990	2,351,990
2041	1,725,000	628,094	2,353,094
2042	1,785,000	571,258	2,356,258
2043	1,840,000	512,595	2,352,595
2044	1,900,000	453,223	2,353,223
2045	1,965,000	390,638	2,355,638
2046	2,030,000	324,720	2,354,720
2047	2,100,000	256,575	2,356,575
2048	2,170,000	186,120	2,356,120
2049	2,240,000	113,355	2,353,355
2050	2,315,000	38,198	2,353,198

City Obligations

FY	Principal	Interest	Total
Total	\$ 22,650,981	\$ 2,318,452	\$ 24,969,433
2022	2,649,407	472,753	3,122,160
2023	2,689,402	413,475	3,102,877
2024	2,721,740	353,182	3,074,922
2025	2,761,433	291,992	3,053,425
2026	2,468,000	229,753	2,697,753
2027	2,494,000	177,918	2,671,918
2028	2,533,000	125,447	2,658,447
2029	1,308,000	81,479	1,389,479
2030	587,000	56,889	643,889
2031	593,000	45,853	638,853
2032	607,000	34,705	641,705
2033	616,000	23,293	639,293
2034	623,000	11,712	634,712
2035	-	-	-
2036	-	-	-
2037	-	-	-
2038	-	-	-
2039	-	-	-
2040	-	-	-
2041	-	-	-
2042	-	-	-
2043	-	-	-
2044	-	-	-
2045	-	-	-
2046	-	-	-
2047	-	-	-
2048	-	-	-
2049	-	-	-
2050	-	-	-

School Obligations

FY	Principal	Interest	Total
Total	\$ 43,230,000	\$ 25,248,252	\$ 68,478,252
2022	965,000	1,596,155	2,561,155
2023	805,000	1,548,513	2,353,513
2024	850,000	1,506,724	2,356,724
2025	890,000	1,462,789	2,352,789
2026	940,000	1,416,581	2,356,581
2027	985,000	1,367,975	2,352,975
2028	1,035,000	1,316,970	2,351,970
2029	1,090,000	1,263,314	2,353,314
2030	1,145,000	1,206,880	2,351,880
2031	1,205,000	1,147,543	2,352,543
2032	1,270,000	1,085,049	2,355,049
2033	1,330,000	1,026,049	2,356,049
2034	1,375,000	978,148	2,353,148
2035	1,420,000	935,524	2,355,524
2036	1,470,000	884,101	2,354,101
2037	1,525,000	831,078	2,356,078
2038	1,570,000	783,879	2,353,879
2039	1,620,000	734,219	2,354,219
2040	1,670,000	681,990	2,351,990
2041	1,725,000	628,094	2,353,094
2042	1,785,000	571,258	2,356,258
2043	1,840,000	512,595	2,352,595
2044	1,900,000	453,223	2,353,223
2045	1,965,000	390,638	2,355,638
2046	2,030,000	324,720	2,354,720
2047	2,100,000	256,575	2,356,575
2048	2,170,000	186,120	2,356,120
2049	2,240,000	113,355	2,353,355
2050	2,315,000	38,198	2,353,198

City Obligations

Refunding Candidate

\$4,600,000

2005 G.O. Public Improvement Bond (Bank of America)

FY	Coupon	Principal	Interest	Total
Total		1,226,981	106,987	1,333,968
2022	3.430%	291,407	42,085	333,492
2023	3.430%	301,402	32,090	333,492
2024	3.430%	311,740	21,752	333,492
2025	3.430%	322,433	11,059	333,492
2026				-
2027				-
2028				-
2029				-
2030				-
2031				-
2032				-
2033				-
2034				-
2035				-
2036				-
2037				-
2038				-
2039				-
2040				-
2041				-
2042				-
2043				-
2044				-
2045				-
2046				-
2047				-
2048				-
2049				-
2050				-

Dated Date: 6/28/2005 Next Call: Anytime @ 102%
(101% On/After 2/1/2021)
Purpose: Firestation, Energy, Schools Insurance: n/a
Coupon Dates: Feb 1 / Aug 1 Maturity Date: 2/1/2025

Refunding Candidate

\$10,000,000

2012 BQ G.O. Bonds (SunTrust)

FY	Coupon	Principal	Interest	Total
Total		5,433,000	430,850	5,863,850
2022	2.210%	726,000	112,047	838,047
2023	2.210%	742,000	95,826	837,826
2024	2.210%	758,000	79,251	837,251
2025	2.210%	775,000	62,311	837,311
2026	2.210%	793,000	44,984	837,984
2027	2.210%	810,000	27,271	837,271
2028	2.210%	829,000	9,160	838,160
2029				-
2030				-
2031				-
2032				-
2033				-
2034				-
2035				-
2036				-
2037				-
2038				-
2039				-
2040				-
2041				-
2042				-
2043				-
2044				-
2045				-
2046				-
2047				-
2048				-
2049				-
2050				-

Dated Date: 10/4/2012 Next Call: Anytime
at 100%
Purpose: Staunton Crossing/ Western Insurance: n/a
State Hospital / Commonwealth Transfer fee
Coupon Dates: Apr 1 / Oct 1 Maturity Date: 10/1/2027

Refunding Candidate

\$5,000,000

2013 BQ G.O. Bonds (Union First Market)

FY	Coupon	Principal	Interest	Total
Total		2,570,000	272,009	2,842,009
2022	2.580%	340,000	66,306	406,306
2023	2.580%	348,000	57,534	405,534
2024	2.580%	357,000	48,556	405,556
2025	2.580%	367,000	39,345	406,345
2026	2.580%	376,000	29,876	405,876
2027	2.580%	386,000	20,175	406,175
2028	2.580%	396,000	10,217	406,217
2029				-
2030				-
2031				-
2032				-
2033				-
2034				-
2035				-
2036				-
2037				-
2038				-
2039				-
2040				-
2041				-
2042				-
2043				-
2044				-
2045				-
2046				-
2047				-
2048				-
2049				-
2050				-

Dated Date: 1/11/2013 Next Call: Anytime
at 100%
Purpose: Staunton Crossing/ Western Insurance: n/a
State Hospital / Commonwealth Transfer fee
Coupon Dates: Jan 5 / Jul 5 Maturity Date: 1/5/2028

City Obligations (Cont.)

Refunding Candidate

\$14,660,000

2019 General Obligation Refunding Bond (SunTrust)

FY	Coupon	Principal	Interest	Total
Total		13,421,000	1,508,606	14,929,606
2022	1.880%	1,292,000	252,315	1,544,315
2023	1.880%	1,298,000	228,025	1,526,025
2024	1.880%	1,295,000	203,623	1,498,623
2025	1.880%	1,297,000	179,277	1,476,277
2026	1.880%	1,299,000	154,893	1,453,893
2027	1.880%	1,298,000	130,472	1,428,472
2028	1.880%	1,308,000	106,070	1,414,070
2029	1.880%	1,308,000	81,479	1,389,479
2030	1.880%	587,000	56,889	643,889
2031	1.880%	593,000	45,853	638,853
2032	1.880%	607,000	34,705	641,705
2033	1.880%	616,000	23,293	639,293
2034	1.880%	623,000	11,712	634,712
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				
2045				
2046				
2047				
2048				
2049				
2050				

Dated Date: 11/26/2019 Next Call: Anytime
 Price varies
 Purpose: Refunding of GO 2007 Bond & 2008 Literary Notes Insurance: n/a
 Coupon Dates: Feb 1 / Aug 1 Maturity Date: 2/1/2034

Prepayment Provisions:

Prior to 11/26/20 @ 103%

11/26/20 to 11/25/21 @ 102%

11/26/21 to 11/25/22 @ 101%

Thereafter @ 100%

School Obligations

\$4,000,000

2002 Literary Loan - Bessie Weller Elementary

FY	Coupon	Principal	Interest	Total
Total		200,000	8,000	208,000
2022	4.000%	200,000	8,000	208,000
2023		-	-	-
2024		-	-	-
2025		-	-	-
2026		-	-	-
2027		-	-	-
2028		-	-	-
2029		-	-	-
2030		-	-	-
2031		-	-	-
2032		-	-	-
2033		-	-	-
2034		-	-	-
2035		-	-	-
2036		-	-	-
2037		-	-	-
2038		-	-	-
2039		-	-	-
2040		-	-	-
2041		-	-	-
2042		-	-	-
2043		-	-	-
2044		-	-	-
2045		-	-	-
2046		-	-	-
2047		-	-	-
2048		-	-	-
2049		-	-	-
2050		-	-	-

Dated Date: Feb 2002 Next Call: Anytime at 100%
 Purpose: Schools Insurance: n/a
 Coupon Dates: Mar Maturity Date: 3/1/2022

\$43,610,000

2019 VPSA Spring Pool

FY	Coupon	Principal	Interest	Total
Total		43,030,000	25,240,252	68,270,252
2022	5.050%	765,000	1,588,155	2,353,155
2023	5.050%	805,000	1,548,513	2,353,513
2024	5.050%	850,000	1,506,724	2,356,724
2025	5.050%	890,000	1,462,789	2,352,789
2026	5.050%	940,000	1,416,581	2,356,581
2027	5.050%	985,000	1,367,975	2,352,975
2028	5.050%	1,035,000	1,316,970	2,351,970
2029	5.050%	1,090,000	1,263,314	2,353,314
2030	5.050%	1,145,000	1,206,880	2,351,880
2031	5.050%	1,205,000	1,147,543	2,352,543
2032	5.050%	1,270,000	1,085,049	2,355,049
2033	5.050%	1,330,000	1,026,049	2,356,049
2034	5.050%	1,375,000	978,148	2,353,148
2035	4.050%	1,420,000	935,524	2,355,524
2036	4.050%	1,470,000	884,101	2,354,101
2037	4.050%	1,525,000	831,078	2,356,078
2038	3.050%	1,570,000	783,879	2,353,879
2039	3.050%	1,620,000	734,219	2,354,219
2040	3.050%	1,670,000	681,990	2,351,990
2041	3.050%	1,725,000	628,094	2,353,094
2042	3.175%	1,785,000	571,258	2,356,258
2043	3.175%	1,840,000	512,595	2,352,595
2044	3.175%	1,900,000	453,223	2,353,223
2045	3.175%	1,965,000	390,638	2,355,638
2046	3.300%	2,030,000	324,720	2,354,720
2047	3.300%	2,100,000	256,575	2,356,575
2048	3.300%	2,170,000	186,120	2,356,120
2049	3.300%	2,240,000	113,355	2,353,355
2050	3.300%	2,315,000	38,198	2,353,198

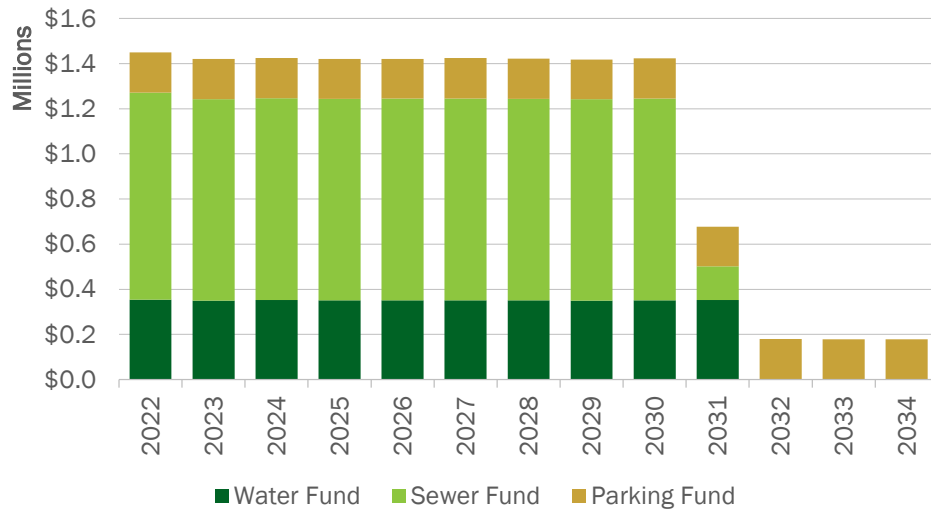
Dated Date: 5/5/2019 Next Call: 8/1/2029 at 100%
 Purpose: New High School Insurance: n/a
 Coupon Dates: Jan 15 / Jul 15 Maturity Date: 7/15/2049

Appendix B

Existing Utility-Supported Debt

Utility Fund | Existing Utility-Supported Debt

Utility-Supported Debt Service



Utility-Supported Debt Service

Fiscal Year	Water Fund	Sewer Fund	Parking Fund	Total Debt Service	Outstanding Principal	10-Year Payout Ratio
Total	\$3,513,503	\$8,215,145	\$2,310,722	\$14,039,370	\$11,703,830	
2022	353,511	917,966	178,419	1,449,895	1,036,815	95.6%
2023	349,818	893,105	178,166	1,421,088	1,044,140	96.8%
2024	352,618	894,285	177,656	1,424,560	1,084,713	98.2%
2025	350,462	893,377	176,891	1,420,729	1,120,682	100.0%
2026	351,192	893,684	175,869	1,420,744	1,162,056	100.0%
2027	351,200	893,688	179,463	1,424,351	1,208,845	100.0%
2028	350,488	893,388	177,672	1,421,548	1,251,059	100.0%
2029	349,494	892,969	175,625	1,418,088	1,293,711	100.0%
2030	351,682	893,891	178,419	1,423,991	1,346,810	100.0%
2031	353,038	148,793	176,053	677,884	645,000	100.0%
2032	-	-	179,728	179,728	165,000	100.0%
2033	-	-	178,919	178,919	170,000	100.0%
2034	-	-	177,844	177,844	175,000	100.0%

Par Outstanding – Estimated as of 6/30/2021

Type	Par Amount
Water	\$2,771,790
Sewer	7,162,040
Parking	1,770,000
Total Par Outstanding	\$11,703,830

Existing Utility-Supported Debt

Total Utility-Supported Debt Service

FY	Principal	Interest	Total
Total	\$11,703,830	\$2,335,540	\$14,039,370
2022	1,036,815	413,081	1,449,895
2023	1,044,140	376,949	1,421,088
2024	1,084,713	339,847	1,424,560
2025	1,120,682	300,047	1,420,729
2026	1,162,056	258,689	1,420,744
2027	1,208,845	215,506	1,424,351
2028	1,251,059	170,488	1,421,548
2029	1,293,711	124,378	1,418,088
2030	1,346,810	77,182	1,423,991
2031	645,000	32,884	677,884
2032	165,000	14,728	179,728
2033	170,000	8,919	178,919
2034	175,000	2,844	177,844

Existing Utility-Supported Debt

Water Fund

FY	Principal	Interest	Total
Total	\$2,771,790	\$741,713	\$3,513,503
2022	221,603	131,908	353,511
2023	228,638	121,180	349,818
2024	242,708	109,911	352,618
2025	253,260	97,202	350,462
2026	267,330	83,862	351,192
2027	281,400	69,800	351,200
2028	295,470	55,018	350,488
2029	309,540	39,954	349,494
2030	327,128	24,554	351,682
2031	344,715	8,323	353,038
2032	-	-	-
2033	-	-	-
2034	-	-	-

Sewer Fund

FY	Principal	Interest	Total
Total	\$7,162,040	\$1,053,105	\$8,215,145
2022	715,212	202,753	917,966
2023	710,502	182,603	893,105
2024	732,006	162,280	894,285
2025	752,422	140,954	893,377
2026	774,726	118,958	893,684
2027	797,445	96,243	893,688
2028	820,589	72,798	893,388
2029	844,171	48,798	892,969
2030	869,682	24,209	893,891
2031	145,285	3,508	148,793
2032	-	-	-
2033	-	-	-
2034	-	-	-

Parking Fund

FY	Principal	Interest	Total
Total	\$1,770,000	\$540,722	\$2,310,722
2022	100,000	78,419	178,419
2023	105,000	73,166	178,166
2024	110,000	67,656	177,656
2025	115,000	61,891	176,891
2026	120,000	55,869	175,869
2027	130,000	49,463	179,463
2028	135,000	42,672	177,672
2029	140,000	35,625	175,625
2030	150,000	28,419	178,419
2031	155,000	21,053	176,053
2032	165,000	14,728	179,728
2033	170,000	8,919	178,919
2034	175,000	2,844	177,844

Water Obligations

\$3,940,000 (70% Water)

2017C VRA Water & Sewer Refunding Bonds (\$2,805,000 Infrastructure Revenue)

FY	Coupon	Principal	Interest	Total
		1,973,318	544,067	2,517,385
2022	5.000%	158,288	95,458	253,746
2023	4.000%	161,805	88,065	249,870
2024	5.000%	172,358	80,311	252,669
2025	5.000%	182,910	71,207	254,117
2026	5.000%	189,945	61,653	251,598
2027	5.000%	200,498	51,648	252,145
2028	5.000%	211,050	41,102	252,152
2029	5.000%	221,603	30,015	251,618
2030	5.000%	232,155	18,388	250,543
2031	5.000%	242,708	6,219	248,927
2032				
2033				
2034				

Dated Date: 11/15/2017 Next Call: 11/1/2027 at 100%
 Purpose: Adv. Refunding of 2010A Insurance: n/a
 Coupon Dates: Apr 1 / Oct 1 Maturity Date: 10/1/2030

\$3,940,000 (70% Water)

2017C VRA Water & Sewer Refunding Bonds (\$1,135,000 Moral Obligation)

FY	Coupon	Principal	Interest	Total
		798,473	197,646	996,119
2022	5.000%	63,315	36,450	99,765
2023	5.000%	66,833	33,115	99,948
2024	5.000%	70,350	29,600	99,950
2025	5.000%	70,350	25,994	96,344
2026	5.000%	77,385	22,209	99,594
2027	5.000%	80,903	18,152	99,055
2028	5.000%	84,420	13,916	98,336
2029	4.000%	87,938	9,939	97,877
2030	4.000%	94,973	6,167	101,139
2031	4.000%	102,008	2,104	104,111
2032				
2033				
2034				

Dated Date: 11/15/2017 Next Call: 11/1/2027 at 100%
 Purpose: Adv. Refunding of 2010A Insurance: n/a
 Coupon Dates: Apr 1 / Oct 1 Maturity Date: 10/1/2030

Sewer Obligations

\$629,734

2002 VRA Revolving Fund Loan - New Hope Road

FY	Coupon	Principal	Interest	Total
Total		22,864	440	23,304
2022	3.850%	22,864	440	23,304
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				

Dated Date: Mar 2002 Next Call: Any Time with VRA consent.
 Purpose: Sewer Line Insurance: Unknown
 Coupon Dates: Mar Maturity Date: 3/1/2021

\$9,309,033

2008 VRA Revolving Fund Loan - MRWWTP Phase 3A

FY	Coupon	Principal	Interest	Total
Total		4,885,027	605,465	5,490,491
2022	2.520%	490,020	120,035	610,055
2023	2.520%	502,446	107,609	610,055
2024	2.520%	515,187	94,867	610,055
2025	2.520%	528,252	81,803	610,055
2026	2.520%	541,648	68,407	610,055
2027	2.520%	555,383	54,671	610,055
2028	2.520%	569,467	40,588	610,055
2029	2.520%	583,908	26,147	610,055
2030	2.520%	598,715	11,339	610,055
2031				
2032				
2033				
2034				

Dated Date: Jan 2008 Next Call: Any Time with VRA consent.
 Purpose: ENR Upgrade Insurance: n/a
 Coupon Dates: Mar / Sep Maturity Date: 2/1/2030

\$2,066,747

2008 VRA Revolving Fund Loan - MRWWTP Phase 3B

FY	Coupon	Principal	Interest	Total
Total		1,085,939	134,595	1,084,919
2022	2.520%	108,931	26,684	135,615
2023	2.520%	111,694	23,921	135,615
2024	2.520%	114,526	21,089	135,615
2025	2.520%	117,430	18,185	135,615
2026	2.520%	120,408	15,207	135,615
2027	2.520%	123,461	12,153	135,615
2028	2.520%	126,592	9,023	135,615
2029	2.520%	129,803	5,812	135,615
2030	2.520%	133,094	2,521	
2031				
2032				
2033				
2034				

Dated Date: Jan 2008 Next Call: Any Time with VRA consent.
 Purpose: ENR Dewatering Insurance: n/a
 Coupon Dates: Mar / Sep Maturity Date: 9/1/2030

The 2008's were originally funded by VRA Bond Proceeds. Refunded by VRA in 2014; Savings were passed along to the City by way of rate reduction to 2.52%. Not prepayable without VRA consent.

Sewer Obligations (Cont.)

\$3,940,000 (30% Sewer)

2017C VRA Water & Sewer Refunding Bonds (\$2,805,000 Infrastructure Revenue)

FY	Coupon	Principal	Interest	Total
		831,683	229,305	1,060,987
2022	5.000%	66,713	40,232	106,945
2023	4.000%	68,195	37,116	105,311
2024	5.000%	72,643	33,848	106,491
2025	5.000%	77,090	30,011	107,101
2026	5.000%	80,055	25,985	106,040
2027	5.000%	84,503	21,768	106,270
2028	5.000%	88,950	17,323	106,273
2029	5.000%	93,398	12,650	106,048
2030	5.000%	97,845	7,750	105,595
2031	5.000%	102,293	2,621	104,914
2032				
2033				
2034				

Dated Date: 11/15/2017 Next Call: 11/1/2027 at 100%
 Purpose: Adv. Refunding of 2010A Insurance: n/a
 Coupon Dates: Apr 1 / Oct 1 Maturity Date: 10/1/2030

\$3,940,000 (30% Sewer)

2017C VRA Water & Sewer Refunding Bonds (\$1,135,000 Moral Obligation)

FY	Coupon	Principal	Interest	Total
		336,528	83,301	419,828
2022	5.000%	26,685	15,362	42,047
2023	5.000%	28,168	13,957	42,124
2024	5.000%	29,650	12,475	42,125
2025	5.000%	29,650	10,956	40,606
2026	5.000%	32,615	9,360	41,975
2027	5.000%	34,098	7,651	41,748
2028	5.000%	35,580	5,865	41,445
2029	4.000%	37,063	4,189	41,251
2030	4.000%	40,028	2,599	42,627
2031	4.000%	42,993	887	43,879
2032				
2033				
2034				

Dated Date: 11/15/2017 Next Call: 11/1/2027 at 100%
 Purpose: Adv. Refunding of 2010A Insurance: n/a
 Coupon Dates: Apr 1 / Oct 1 Maturity Date: 10/1/2030

Parking Obligations

\$1,955,000

2018A VRA Parking Bonds (\$1,400,000 Infrastructure Revenue)

FY	Coupon	Principal	Interest	Total
Total		1,265,000	393,656	2,310,722
2022	5.125%	75,000	57,016	178,419
2023	5.125%	75,000	53,172	178,166
2024	5.125%	80,000	49,200	177,656
2025	5.125%	85,000	44,972	176,891
2026	5.125%	85,000	40,616	175,869
2027	5.125%	95,000	36,003	179,463
2028	5.125%	95,000	31,134	177,672
2029	5.125%	100,000	26,138	175,625
2030	5.125%	105,000	20,884	178,419
2031	5.125%	110,000	15,375	176,053
2032	3.125%	120,000	10,681	179,728
2033	4.125%	115,000	6,434	178,919
2034	3.250%	125,000	2,031	177,844

Dated Date: 5/8/2018 Next Call: 11/1/2028 at 100%
 Purpose: Renovation of parking garages Insurance: n/a
 Coupon Dates: Apr 1 / Oct 1 Maturity Date: 11/1/2033

\$1,955,000

2018A VRA Parking Bonds (\$555,000 Moral Obligation)

FY	Coupon	Principal	Interest	Total
Total		505,000	147,066	2,310,722
2022	5.125%	25,000	21,403	178,419
2023	5.125%	30,000	19,994	178,166
2024	5.125%	30,000	18,456	177,656
2025	5.125%	30,000	16,919	176,891
2026	5.125%	35,000	15,253	175,869
2027	5.125%	35,000	13,459	179,463
2028	5.125%	40,000	11,538	177,672
2029	5.125%	40,000	9,488	175,625
2030	4.125%	45,000	7,534	178,419
2031	4.125%	45,000	5,678	176,053
2032	3.125%	45,000	4,047	179,728
2033	3.125%	55,000	2,484	178,919
2034	3.250%	50,000	813	177,844

Dated Date: 5/8/2018 Next Call: 11/1/2028 at 100%
 Purpose: Renovation of parking garages Insurance: n/a
 Coupon Dates: Apr 1 / Oct 1 Maturity Date: 11/1/2033

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CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	August 26, 2021	Staff Members: John Glover Jeff Johnston Lyle Hartt Pete Kesecker Rebecca Joyce (Central Shenandoah Planning District Commission)
Item #	3	
Ordinance #		
Department:	Community Development	
Council Vision:	Built Environment Economic Development Resilience	
Subject:	Presentation of Possible Flood Mitigation Strategies	

Background: In response to the devastating flooding in August of 2020 that resulted in 166 reports of damage estimated at \$3.1 million, City staff has since been working on a flood mitigation strategy. The first step was the study by Wiley|Wilson on which Council was briefed at its meeting on May 27, 2021. The summary presentation provided at that meeting, and the full study and appendix, can be found at <https://www.ci.staunton.va.us/government/city-council/agendas-minutes/presentations>.

Many of the engineered solutions presented in the study, while effective, may not be achievable, given the city's limited fiscal resources. A team has been assembled from various city departments and outside agencies to undertake a holistic approach to the problem. The team considered the study recommendations and other non-engineering solutions, and evaluated each based on the costs, effectiveness, and speed of implementation. The team determined that it is impractical to entirely eliminate the impacts of events such as those that occurred last August, but those impacts can be reduced and resiliency increased. The team is now prepared

to make the following recommendations in ascending order, with the most strongly recommended measure identified last.

5. Supplemental Flood Insurance Program

Staff is exploring the establishment of a supplemental flood insurance program. Many of the city's flooding events are not covered by the Federal Emergency Management Agency (FEMA) through the National Flood Insurance Program due to their localized nature or coverage limitations. There are some existing offerings by insurance companies of supplemental policies for losses not covered by FEMA. This may just be an educational item to advise property owners of the existence of such policies.

Estimated cost: Minimal, if any, to the City.

Time of Implementation: More research is required but this could happen rather quickly.

Effectiveness: This would be a direct benefit to owners of flood prone properties.

4. Existing Tunnel Maintenance/Improvements

A tunnel maintenance and improvement program would maximize the capacity of the existing tunnels that convey Lewis and Peyton creeks through downtown. Such a program would include an inspection and maintenance of the tunnels, along with possible improvements to them to mitigate "chokepoints," like the confluence of Lewis and Peyton Creeks underneath the Wharf parking lot. The next step in establishing such a program is a thorough study of the tunnel system, addressing three primary areas:

1. Structural

- Determination of structural soundness and repairs needed
- Detailed mapping and geometry
- Recommendation of repairs needed

2. Hydraulic

- Identify areas requirement debris removal
- Construction plan for removing debris
 - Identify additional access points needed for debris removal, future inspection, and maintenance
- Develop detailed hydraulic model based on mapping
- Identify existing utility crossings and other areas with the greatest adverse effect on storm water flow; determine their ability to be relocated/mitigated

3. Legal

- Ownership of tunnel and access to it, particularly where it is not in the public right-of-way
- Environmental permitting requirements for repairs and debris removal

These components are interdependent. For example, debris will need to be removed from some areas in order to provide complete structural inspection and mapping, and permitting and access requirements will need to be determined to develop the plan for debris removal.

The result of this investigation would be a fully designed, "shovel-ready," one-time contract to remove existing debris and establish appropriate access points for future maintenance, repairs

and improvements. It would also produce a recommended maintenance plan to be implemented after the initial project. Finally, it would produce a list of future improvements that could be evaluated and programmed for future development through the capital improvement plan process. Staff are not aware of a routine inspection or maintenance plan having been implemented or followed previously, beyond occasional limited inspections after suspected damage or major storm events.

To conduct such a detailed investigation/evaluation that includes design of a maintenance plan and reliable cost estimates, the City would need to procure the services of an engineering consulting firm. Due to the anticipated cost (approximately \$650,000) and specialized nature of the work, a request for proposals would need to be issued once the scope of the project is fully developed and funding sources determined.

Estimated Costs: \$650,000 for evaluation and design, and \$7,000,000 for projects; ongoing maintenance costs are difficult to project.

Time of Implementation: It would be possible to have an investigation request for proposals prepared for late FY 2022 issuance, but follow-up steps would be highly dependent on the results of the investigation. Expenditures in FY2023 and FY2024 would be likely.

Effectiveness: A more detailed understanding of the condition of the tunnel would immediately improve decision-making, but the tangible hydraulic effects will take longer to develop as projects are implemented. The effects of the recurring maintenance program will take the longest to manifest.

3. Public Education/Information

One very effective tool in the flood mitigation toolbox is public education. There are many simple, low-cost strategies that residential and non-residential property owners can implement to reduce the impact of flooding on their properties. Strategies range from keeping gutters and storm drains free of debris to elevating utilities in a basement. These strategies can greatly minimize damage and potential repair costs. In order for property owners to implement these measures, they first need to be made aware of them and provided with “how to” information. Public education compared to other mitigation options can be instituted quickly and consistently through existing outlets such as the City’s website, social media channels and engagement activities such as workshops for citizens that educate them on the floodplain, why flooding occurs, and how to mitigate its consequences. The benefit of public education for the City, besides being cost effective, is that it reaches a wide audience. This wide reach is especially important because as witnessed with last August’s storm, flooding in the City affects not only those who live in the floodplain.

Estimated Costs: \$0 to \$5,000, annually

Time of Implementation: Immediately and ongoing.

Effectiveness: Helps prevent nuisance and basement flooding, and provides tools to property owners to be better prepared for larger events.

2. Flood Shields/Floodproofing

After another flood in the City, in August 2003, the City applied for and received a grant from FEMA through its Hazard Mitigation Grant Program to install flood shields and other floodproofing measures in businesses along Central and Lewis streets and in the Wharf area. Because of the historic age of many buildings and the elevation of businesses below ground

level, the goal of this project was to reduce potential flooding in structures, but these mitigation measures were never intended to completely eliminate it. Since the early 2000s, flood shields have improved dramatically in both their ease of installation and their design and fabrication, including the use of lighter, more durable materials. Property owners in flood prone areas may be interested in implementation of the newer floodproofing technology, which would facilitate increased usage. Several funding sources may be available and may be combined, including grants, cost sharing arrangements and property owner contributions, with in-kind contributions to be made by the City. Flood shields are one useful mitigation tool available to property owners.

Estimated Costs: Previous flood shields/floodproofing project after 2003 flood included average grant funding of \$23,000 for each of 10 businesses.

Time of Implementation: Applying for grant funding: 18 months; shield installation: 6 months.

Effectiveness: Shields are effective in repelling up to 3 feet of floodwaters. Shields cannot be built higher due to hydrostatic pressure of floodwaters against building foundations.

1. Weather Sensors and Warning System

Based on the results of the flood study and research done since its completion, staff have determined that the most impactful and cost-effective action that can be taken almost immediately would be establishment of a sensor system that would allow warnings of imminent floods. Weather sensors would provide vital data that would foster a better understanding of the City's hydrology, and serve as the trigger for a proactive emergency warning system that could provide valuable minutes needed to take actions to reduce property damage and potential loss of life. The sensors would monitor rainfall throughout the City and the levels of key waterways, triggering an alert when established criteria are met. The specifics of such a system would require additional development, and the threshold criteria would be refined as staff collect better hydrological data.

The costs of such systems range from \$2,500 to \$4,000 per unit with additional annual monitoring costs ranging from \$600 to \$800. Staff anticipates the need for 15 to 20 units located throughout the City. Additional units could be easily added to the network, as needed. The total cost, including installation, approximates, +/- \$65,000 plus \$2,000 annually for data transmission and monitoring.

Staff has identified such a system currently provided by a Virginia non-profit organization in partnership with the U.S. Department of Homeland Security. Preliminarily, this partnership has identified Staunton as an appropriate location in Virginia for implementation of the partnership's system, based on the history of flooding in the City's downtown area. Were the City to participate with the partnership in its current statewide project, a number of flood sensors may be provided to the City, at no charge per unit and with no operating costs. Upon project completion in November of 2022, the sensors would be left in place for the City's continued use, with ownership of the sensors transferring to the City. At the same time, the City would assume annual operating and maintenance costs. By participating in this project, the City would greatly reduce its implementation costs.

Estimated Costs: \$0-\$65,000 up front and \$2,000 annually.

Time of Implementation: This could be implemented rather quickly and possibly completed in a few months.

Effectiveness: This would provide an immediate benefit to property owners and other

interested parties. It would also provide the City with data that staff can use for future mitigation efforts.

Staff intends to commence implementation of these recommended measures immediately, working on all measures simultaneously. Staff will explore all available funding sources to reduce the fiscal burden on the City and will periodically revisit these recommendations as new data and opportunities present themselves.

City Manager's Recommendation: Receive briefing and provide guidance and direction to staff.

Suggested Motion: Not applicable.

City Manager: Steven L. Rosenberg

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	August 26, 2021	Councilmember Terry Holmes
Item #	4 & D	
Ordinance #		
Department:	City Council	
Council Vision:	Responsive, Efficient Government	
Subject:	Establishment of Elder’s Way	

Background: As City Council members are aware, Bruce Elder passed away on February 2, 2021. He was a successful businessman, member of the Staunton Economic Development Authority, and City Councilmember. Councilmember Terry Holmes has proposed that the brick walkway on City property between Mill Street Grill and Lewis Creek on city tax map parcel 9119 be named in Mr. Elder's honor as *Elder's Way*. The attachment shows a visual exhibit of the proposed location.

City Council Memorandum No. 14 states that City Council may name a public facility after a deceased individual who has made significant contributions to the quality of life of Staunton residents, or significant contributions to the Commonwealth of Virginia or the Nation. The brick walkway is considered a public facility.

A proposed resolution is attached for Council's consideration. If the resolution is adopted by Council, staff will make arrangements for a dedication ceremony at a later date.

Attachments:

Attachment 1—Visual depiction of *Elder's Way*
Attachment 2—Proposed Resolution

City Manager's Recommendation: Recommend adoption of the proposed resolution, as presented.

Suggested Motion: I move that City Council adopt the proposed resolution to establish *Elder's Way*.

City Manager: Steven L. Rosenberg

Augusta County
Historical Society

Downtown Staunton
Visitor Center

Elder's
Way

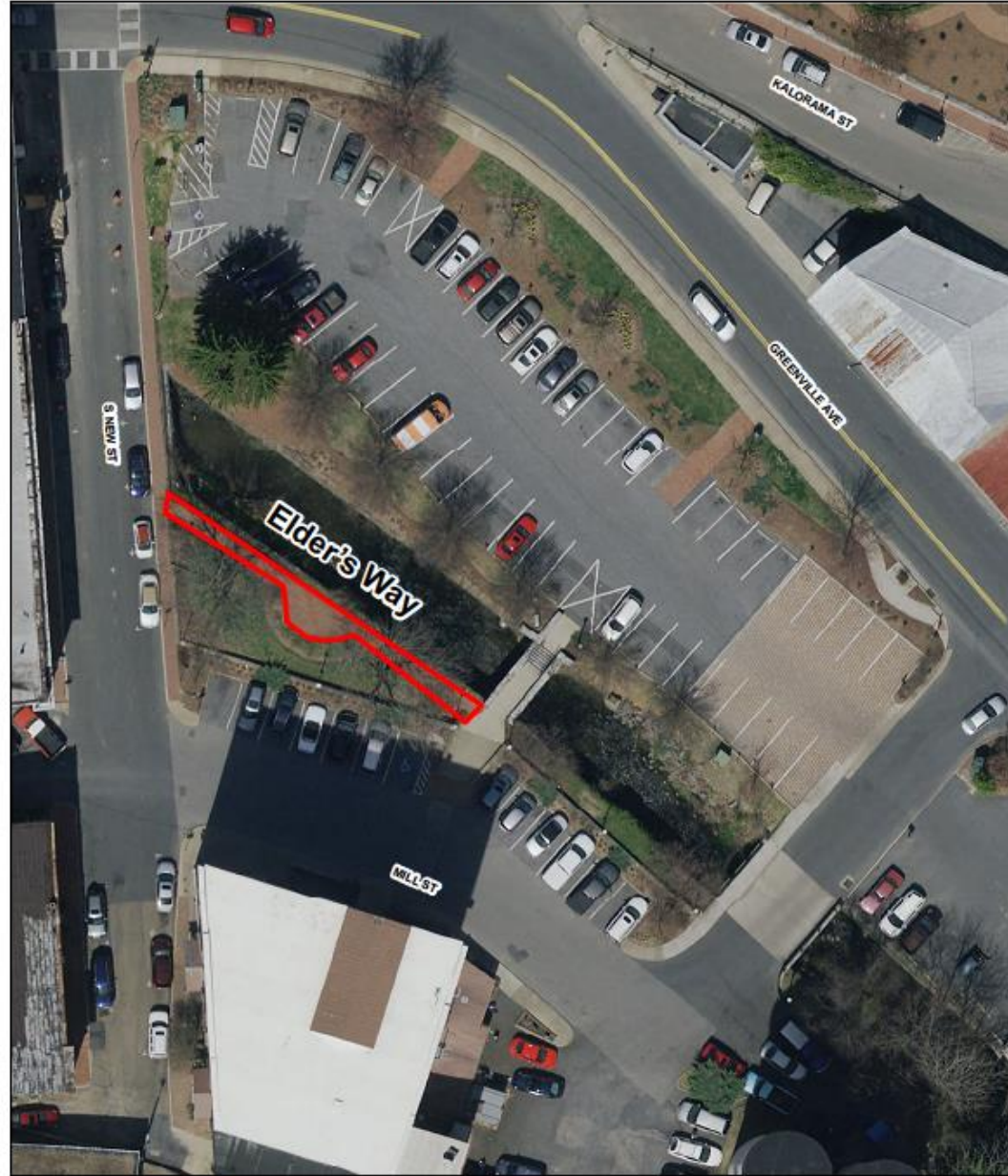




Elder's
Way



Elder's Way



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**RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
TO ESTABLISH ELDER'S WAY IN HONOR OF
BRUCE A. ELDER**

Recitals

A. Bruce A. Elder moved to Staunton, Virginia in 1989 where he relocated and expanded Bruce A. Elder Antique and Classic Automobiles; and

B. Bruce A. Elder served on the Staunton City Council from 2006 until 2014; and

C. Bruce A. Elder served on the Staunton Economic Development Authority from 2015 until his passing on February 2, 2021; and

D. Staunton City Council Procedure Memorandum 14 provides that the Staunton City Council may name public facilities in honor of deceased individuals who have made significant contributions to the quality of life of Staunton residents, or significant contributions to the Commonwealth or Nation; and

E. Bruce A. Elder's efforts contributed significantly to improving the quality of life of Staunton residents; and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Staunton, Virginia, that pursuant to Virginia Code Section 15.2-2019 and Staunton City Council Procedure Memorandum 14 that the brick walkway between Mill Street Grill and Lewis Creek on City Tax Map Parcel 9119 and more particularly identified on Exhibit A to this Resolution is named Elder's Way in honor of Bruce A. Elder for the significant contributions he made to improve the quality of life for Stauntonians.

Adopted this _____ day of _____, 2021.

Andrea W. Oakes, Mayor

Attest: _____
Rachael Zinni, Clerk of Council

Elder's Way



CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	August 26, 2021	Staff Member: Jonathan Venn
Item #	5 & E	
Ordinance #		
Department:	Human Resources	
Council Vision	Responsive, Efficient Government	
Subject:	Personnel Policy Manual Update—Grievance Procedure	

Background: In August 2017 and September 2018, City Council approved revisions to the City's Personnel Policy Manual and adopted the revised manual, in its entirety, as presented. As noted, when the manual was last revised, as staff applies the policies set forth in the revised manual, management anticipates the need to occasionally propose further revisions for Council's consideration. Circumstances warranting revisions include, for example, changes to laws or regulations, and the need to address employee questions or concerns of general applicability. Management expects to present revisions to Council no more frequently than on a quarterly basis.

Presently, an update to Policy 9.1, Grievance Procedure, is proposed, with the following revisions among others:

- Remove Appendix A, with the list of officers and employees excluded from the Grievance Procedure to be posted on the City's Intranet.
- Add the position, City Building Official, under Section B (Coverage of Personnel) per the Code of Virginia.
- Consolidate subsections under Panel Hearing for clarity purposes.

The referenced policy, with the updates highlighted, is attached to this briefing.

Attachment: Updated Grievance Procedure

City Manager's Recommendation: Recommend adoption of the proposed revisions to Policy 9.1, Grievance Procedure, of the City's Personnel Policy Manual.

Suggested Motion: I move that City Council approve the proposed revisions to Policy 9.1, Grievance Procedure, of the City of Staunton Personnel Policy Manual and adopt the revised policy, as presented.

City Manager: Steven L. Rosenberg

9.1 GRIEVANCE PROCEDURE

GENERAL PROVISIONS

A. Purpose. The City encourages employees and supervisors to resolve issues informally whenever possible, because most matters can be resolved through direct and open discussion and, sometimes, compromise. Reasonable efforts will be made to resolve employee complaints on an informal basis at the lowest level of management possible. However, if agreement cannot be reached, the City's grievance procedure is designed to provide a formal structure and method of communication between the supervisor/management and the employee to resolve work-related disputes that may arise within an employee's work environment. The purposes of this procedure include:

1. To provide employees with a formal method for having work-related complaints considered promptly, equitably, fairly and without retaliation.
2. To encourage employees to express themselves about significant work conditions that affect or are perceived to affect them as employees.
3. To assure employees that personnel actions will follow fair and uniform policies and procedures.
4. To increase the supervisor's sense of responsibility in directly dealing with employees.

Any supervisor or other management official who retaliates against an employee for filing a complaint or grievance may be subject to strict disciplinary action, up to and including termination.

B. Coverage of Personnel. Unless otherwise provided by law, all continuous full-time and part-time City employees who have completed the initial period of employment or initial period of re-employment, are eligible to file grievances with the following exceptions:

1. Elected officials, constitutional officers, and deputies/employees of a constitutional officer;
2. Officials and employees who, by charter or other law, serve at the will or pleasure of City Council;
3. Temporary, limited term and seasonal employees;
4. Law enforcement officers as defined in the Code of Virginia who have elected to proceed pursuant to Chapter 5 of Title 9.1 of the Code of Virginia;
5. Deputy or Assistant City Managers;
6. The City Building Official pursuant to Section 15.05.020 of the Staunton City Code; and
7. Any employee who has been placed back into an initial period of employment or re-employment.

In addition to the officers and employees listed above, the City Manager or designee may identify other officers and employees, including department and division directors, who are excluded from this grievance procedure. The City Manager or designee shall maintain an up-to-date list of such additional individuals excluded from this grievance procedure and post it on the City of Staunton's intranet.

C. Management Rights/Non-grievable Issues. The City has the exclusive authority and right to organize and manage its human and material resources and operations in order to provide efficient and effective services to its residents. Nothing in this procedure is intended to restrict or change or compromise the following management rights, so long as they are not exercised in an arbitrary and/or capricious manner contrary to applicable law:

1. Establishment and revision of wages or salaries, position classification, or general benefits.
2. Work activity accepted by the employee as a condition of employment or work activity which may reasonably be expected by management to be a part of the job content.
3. The content of ordinances, statutes or established personnel policies, procedures, rules, and regulations including law and policy established by City Council.
4. Failure to promote except when the employee can show that established promotional policies or procedures were not substantially followed or applied fairly.
5. The methods, means, operations and personnel by which work activities are to be carried on, including performance-related review and evaluation.
6. The hiring, evaluation, promotion, transfer, assignment, reassignment, and retention of employees within the City.
7. The relief of employees from duties of the City in emergencies.
8. Measurement and assessment of work activity through performance review and evaluation.
9. Voluntary resignation.
10. Termination, layoff, reassignment, modification of duties, or demotion or suspension from duties because of lack of work, reduction in work force or job abolition, except, however, when such action affects an employee who has been reinstated within the previous six months as the result of the final determination of a grievance. In any grievance brought under this exception, the action shall be upheld upon a showing by the City that:
 - a. there was a valid business reason for the action, as determined in the sole discretion of management; and
 - b. the employee was notified of the reason in writing prior to the effective date of the action.

D. Grievable Issues or Disputes.

1. A grievance is a complaint or dispute by an employee relating to their employment, including but not necessarily limited to:
 - a. Disciplinary actions, including written reprimands, dismissals, disciplinary demotions, and suspensions, provided that a dismissal shall be grievable only when resulting from formal discipline or unsatisfactory job performance.
 - b. The application of personnel policies, procedures, rules, and regulations.
 - c. Acts of retaliation as the result of the use of the grievance procedure or participation as a witness in the grievance of another employee.
 - d. Discrimination on the basis of race, color, creed, religion, political affiliation, age, disability, national origin, sex, marital status, pregnancy, childbirth or related medical conditions, sexual orientation, gender identity, or status as a veteran.

- e. Sexual harassment.

Acts of retaliation because the employee has complied with any law of the United States or of Virginia, has reported any violation of such law to a governmental authority or has sought any change in law before the national or state legislative bodies, or has reported an incidence of fraud, abuse or gross mismanagement.

- 2. In addition, the establishment of this procedure shall in no way remove the right of the City government to do the following:
 - a. Direct the work of its employees;
 - b. Hire, promote, transfer, and assign employees;
 - c. Maintain the efficiency of governmental operations;
 - d. Relieve employees from duty because of lack of work, reduction in force or job abolition;
 - e. Take actions necessary to carry out the duties of the department in emergencies;
 - f. Determine the methods, means and personnel necessary to carry out operations.

GRIEVABILITY

Decisions regarding grievability and access to the procedure shall be made by the City Manager or designee, at any time prior to the final hearing, at the request of the department director or grievant, within 10 calendar days of the request. Request for a determination of grievability shall be made on Grievance Procedure Form G (Determination on of Grievability). The City Attorney or Commonwealth's Attorney shall not be authorized to decide the question of grievability. Once submitted, the issue must be resolved before further processing of the grievance. A copy of the ruling shall be sent to both parties.

Within 10 calendar days after the date of the grievability determination, the grievant may appeal the City Manager's, or designee's, decision to the Staunton Circuit Court for a hearing on the issue of grievability. The grievant must initiate such an appeal by filing a notice of appeal with the City Manager, or designee, providing a copy to all other parties, and must set forth the reasons, in detail, why the grievant believes the grievance presents a grievable matter.

Within 10 calendar days after filing of the notice of appeal, the City Manager, or designee, shall transmit to the Clerk of the Circuit Court a copy of the decision, a copy of the notice of appeal, and the remainder of the record of proceedings, including any exhibits. A copy of the transmittal shall be provided to the grievant and to any other parties. The failure of the City Manager, or designee, to transmit the record within the time allowed shall not prejudice the rights of the grievant or the City. The Circuit Court, on motion of the grievant, may issue a writ of certiorari requiring the City Manager, or designee, to transmit the record on or before a certain date should the record not have been transmitted within the prescribed period of time.

Within 30 calendar days of receipt of such records by the Clerk of the Circuit Court, the Circuit Court, sitting without a jury, shall hear the appeal on the record transmitted by the City Manager, or designee, and such additional evidence as may be necessary to resolve any controversy as to the correctness of the record. The Court, in its discretion, may receive such other evidence as the ends

of justice require. The Court may affirm the decision of the City Manager, or designee, or may reverse or modify the decision. The decision of the Court shall be rendered no later than 15 calendar days from the date of the conclusion of the hearing, and shall be final and not appealable.

The classification of a complaint as non-grievable shall not be construed to restrict any employee's right to seek, or management's right to provide, customary administrative review or informal consideration of complaints outside the scope of the grievance procedure or pursuant to any other applicable law or regulation.

CONSOLIDATION OF GRIEVANCE

If more than one grievance is filed arising from the same factual circumstances, the City Manager may, at any time prior to a hearing officer hearing, consolidate those grievances for joint processing, including grievability determinations. If consolidation occurs, all time limit set forth in this procedure shall thereafter be calculated from the date of the last filed grievance. Once consolidated, the grievances shall proceed as a single matter pursuant to this procedure.

HUMAN RESOURCES DEPARTMENT RESPONSIBILITIES

The Human Resources Department ("Human Resources") shall serve as an administrative information resources for the process. The entire file for each grievance shall be maintained by the Human Resources Department. Once a Step 2 grievance is initiated, the grievant's Department Director shall contact the Human Resources Department to open the grievance file. The grievance file shall contain copies of all forms, memoranda, letters, waivers, exhibits, and/or summaries of all meetings and decisions rendered concerning the grievance. When the grievance is resolved, the file shall constitute the official record of the grievance. The grievance file shall be maintained pursuant to the Virginia Public Records Act.

PROCEDURE AND COMPLIANCE

A. General Provisions.

1. The City encourages and supports the use of mediation when it may be constructive. The employee, the supervisor/manager or other management official may request the parties enter into professional mediation to resolve an issue. If mediation is agreed to by all parties, the Human Resources Department will arrange for mediation services, with the reasonable cost of services paid by the City.
2. Step 1 shall provide for an informal, initial processing of employee complaints by the immediate supervisor through a non-written, discussion format that may include the Chief Human Resources Officer or designee.
3. All stages of the grievance beyond Step 1 shall be in writing on forms supplied by Human Resources.
4. Personal face-to-face meetings are required at all steps, which may include electronic video meetings on platforms such as Zoom, Webex, or Facetime or other electronic communications sufficient to at least have contemporaneous audio exchanges.

5. Once an employee reduces the grievance to writing, the employee must detail the specific relief expected through use of this procedure. The relief sought shall be personal to the grievant (e.g., the relief sought may not be the dismissal or discipline of another employee). The relief sought may not be in conflict with the management rights section of this policy.
6. With the exception of Step 3, the only persons who may be present in Step 1 and Step 2 meetings are the grievant, the appropriate City official(s) at the level at which the grievance is being heard, and the appropriate witnesses for each side. Witnesses shall be present only while actually providing testimony.
7. At final management Step 3, the grievant may have present a representative. The grievant shall indicate their desire to have a representative or attorney in writing at the time the grievant presents their Step 3 grievance to management in writing. If the grievant is represented by legal counsel, the City has the option of being represented by counsel. If the grievant representative is not legal counsel, the City may not have legal counsel present but may have a non-legal representative.
8. Recording of meetings will not be permitted.
9. The grievant shall bear any and all costs involved in employing representation and preparing the grievant's case at all steps of this procedure, including but not limited to attorneys' fees and expenses and any costs of judicial filing or appeals.

B. Compliance.

1. After the formal filing of a written grievance, failure of either party to comply with all substantial procedural requirements without just cause shall result in a decision in favor of the other party.
2. After receipt of written notification by the other party of an alleged compliance violation, the non-compliant party must correct the non-compliance within five workdays.
3. Such written notification by the grievant shall be made to the City Manager, or designee, who shall determine whether the alleged noncompliance has occurred and whether such noncompliance is substantial and without just cause.
4. Compliance determination made by the City Manager, or designee, shall be subject to judicial review by filing a petition with the Circuit Court within 30 calendar days of the compliance determination.

C. Extension of Time Periods. The time periods prescribed in this procedure constitute substantial procedural requirements. However, such time periods may be extended by mutual written agreement between the grievant and the appropriate supervisor or manager as of the particular step in the procedure.

D. Time Limits. Consecutive calendar day periods referred to throughout this policy will consist of all weekdays and weekend days, to include all leave days, holidays, and unauthorized absent time from work.

E. Waiver of Steps. Any of the steps in this procedure, except the Step 4 panel hearing, may be waived based upon the mutual written agreement of the grievant and the City Manager,

or designee. The request to waive any steps of the grievance process must be completed on the "Employee Grievance Form" Part A and must be signed by the grievant and the City Manager, or designee, prior to the required meeting(s) between the grievant and supervisor or manager. Such signed form will remain a part of the official grievance file maintained in the Human Resources Department.

EXCEPTIONS TO FOUR-STEP PROCEDURE

Employees of the City who wish to file a grievance must follow the step-by-step procedures of the policy, except as follows:

1. An employee whose immediate supervisory level is below the level which was responsible for the complaint shall initiate and file the written grievance with the next level of supervision, using the appropriate step level in the formal process.
2. Departments and offices which do not have the number of levels of supervision paralleling the supervisory levels, as set forth in the Management/Supervisory Steps below, may omit non-applicable intermediate steps, provided the initial procedure for filing a grievance shall conform to the procedural requirements of the step in which the employee initiates the grievance.
3. If an employee wishes to by-pass Step 1 and/or Step 2 of the grievance procedure, because the employee believes that step is futile, or it would be in the interest of economy, then the employee must request in writing and the employee and the City must mutually agree in writing to by-pass the step(s) and directly proceed to the next step available.

MANAGEMENT/SUPERVISORY STEPS

Step 1 (Immediate Supervisor) – Any grievance must be presented orally to the immediate supervisor within 20 calendar days after the occurrence or condition that caused the grievance. It is the employee's responsibility to inform their immediate supervisor of their intention to formally grieve. An employee's complaint does not become an official grievance until the employee identifies it as such in a face-to-face meeting. Within seven calendar days of such verbal meeting, the supervisor shall give a response to the employee with respect to the grievance.

If a satisfactory resolution is not reached after the verbal meeting, the employee shall reduce the grievance to writing and file it as prescribed in Step 2.

Step 2 (Department Director) – At Step 2, the grievance must be filed in writing with the Department Director within 7 calendar days of the receipt by the employee of the immediate supervisor's Step 1 reply. Using the grievance forms provided, the grievant must identify and detail the nature of the grievance and the expected remedy. The Department Director shall meet with the employee within 7 calendar days, and render a written reply to the grievance within seven calendar days following such meeting. If the grievant chooses to grieve an action taken by a Department to which the grievant is not assigned, the grievant shall submit the grievance form to the Department Director taking such action.

Step 3 (City Manager, or designee) - If a satisfactory resolution is not reached at Step 2, the employee may submit the grievance to the City Manager, or designee. At Step 3, the grievance must be filed with the City Manager within 7 calendar days of the receipt by the employee of the Step 2 written reply by the Department Director. The City Manager, or designee, shall meet with the employee within 7 calendar days, and render a written reply to the grievance within seven calendar days following such meeting.

If the grievant desires testimony by witnesses who are scheduled to work for the City, the grievant must notify the respective Department Director at least 24 hours in advance. If a witness is not scheduled to work for the City, the grievant is responsible for arranging the presence of witness(es). The appearance of witnesses at the grievance hearing is strictly voluntary.

The City Manager, or designee, has the authority to determine the admissibility of evidence without regard to burden of proof, so long as a full and equal opportunity is afforded to all parties for the presentation of evidence.

The City Manager, or designee, may determine the propriety of attendance at the hearing of persons not having a direct interest in the hearing. The hearing shall be private at the request of either party.

The City Manager, or designee, may continue the Step 3 hearing if it is determined that additional evidence is necessary to render a decision.

Step 4 (Panel hearing) - If the City Manager's or designee's written reply in Step 3 is not acceptable, the employee may submit the grievance to Step 4, the final step that involves a panel hearing. The request for the panel hearing must be filed by the employee on the appropriate form with the City Manager, or designee, within 7 calendar days of receipt by the employee of the Step 3 written reply by the City Manager, or designee.

PANEL HEARING

Within 7 calendar days of receipt by the City Manager, or designee, of the request for a panel hearing, the City Manager, or designee, shall notify in writing all parties concerned that an impartial panel will be formed to hear the grievance and direct the parties to select the panel pursuant to the following provisions.

A. Selection of Panel:

1. From a list of individuals who are designated to serve on a panel, which list shall be maintained and may be amended by the Chief Human Resources Officer, the panel shall be formed and consist of one member appointed by the grievant and one member appointed by the City Manager, or designee, within seven calendar days of the request, and a third member selected by the first two panelists within 14 calendar days of the selection of the final panelist selected. The third member shall be the chairperson of the panel.

2. With each party's selection of a panel member, that member's name, address, telephone number and email address shall be furnished in writing to the other party and to Human Resources Officer, who shall endeavor to cause the two to meet for the selection of the third member so as to accomplish the timely selection.
3. In the event that an agreement cannot be reached as to the final panel member, the chief judge of Staunton Circuit Court shall select the third panel member from the maintained list.
4. The panel shall not be composed of any persons having direct involvement with the grievance, or with the complaint or dispute giving rise to the grievance.
5. Persons residing in the same household as the grievant and any relative of a participant in the grievance process are prohibited from serving as panel members.
6. No attorney having direct involvement with the subject matter of the grievance, nor a partner, associate, employee, or co-employee of the attorney, shall serve as a panel member.
7. Panels chosen in compliance with these requirements shall be deemed to be impartial.
8. The chairperson of a panel will receive a stipend of \$300.00/per day while the two panel members will receive \$200.00/per day including any day for reasonable and necessary travel, preparation, and post-hearing deliberations.

B. Prior to the Hearing:

1. The panel hearing shall be held as soon as practicable, within the mutual consent of all parties, after the panel has been selected. The panel hearing may be conducted by electronic video meetings on platforms such as Zoom, Webex, or Facetime or other electronic communications sufficient to at least have contemporaneous audio exchanges.
2. Panel members should familiarize themselves with the grievance procedure and grievance booklet or other document containing the grievance procedure, which has been provided by the Chief Human Resources Officer to grievants and Department directors. Through the Chair, they should contact the Chief Human Resources Officer with any initial questions.
3. Documents, exhibits, and lists of witnesses shall be exchanged between the parties in advance of the hearing. The City shall provide the panel with copies of the grievance record prior to the hearing; and provide the grievant with a list of the documents furnished to the panel. The grievant and his attorney, at least 10 calendar days prior to the scheduled panel hearing, shall be allowed access to and copies of all relevant files intended to be used in the grievance proceeding. The parties shall exchange copies of all documents and other exhibits and lists of witnesses. The grievant, as the "moving" party shall submit his/her documents, other exhibits, and lists of witnesses to the locality representative at least ten (10) days prior to the hearing. The locality representative shall submit their documents, other exhibits, and list of witnesses three (3) working days after the grievant submits his/her documents, exhibits and witness list. No witness may be presented by either party at the panel hearing that is not contained on the witness lists exchanged within the time frames described above. The parties shall have sufficient copies to present to the panel at the hearing.
4. Failure of either party, without just cause, to comply with all substantial procedural requirements at the panel hearing shall result in a decision in favor of the other party.

5. Panel members should recall that panels do not have the authority to formulate policies or procedures or to alter existing policies or procedures. The panel will make its decision by a majority vote, with an indication in writing as to how each member voted and the reasons for the decision. If the vote is not unanimous, a dissenting member should indicate the reasons for the dissent in writing as well.
6. Panel members will want to ensure their availability for attendance at the hearing and any follow-up discussion so that the grievance can be heard and decided in a speedy manner.
7. Panels have the discretion to determine the propriety of attendance at the hearing of persons not having a direct interest in the hearing, and, at the request of either party, the hearing shall be private.
8. Panel members may wish to discuss the process they plan to use and how they will deal with specific issues such as procedural questions, etc., prior to the hearing.
9. Panels have the authority to determine the admissibility of evidence without regard to the burden of proof, or the order of presentation of evidence, so long as a full and equal opportunity is afforded to all parties for the presentation of their evidence.
10. All evidence shall be presented in the presence of the panel and the parties, except by mutual consent of the parties.
11. The panel hearing is not intended to be conducted like a proceeding in court and shall be conducted substantially in accordance with the procedures described in Part C, Procedures at the Hearing.
12. The question of whether the relief granted by a panel is consistent with written policy shall be determined solely by the City Manager, or designee, unless such person has a direct personal involvement with the event or events giving rise to the grievance, in which case the decision shall be made by the Commonwealth's Attorney for the City of Staunton.
13. The majority decision of the panel, acting within the scope of its authority and in accordance with this procedure and law, is final, subject to existing policies, procedures, and law.
14. The panel decision shall be made in writing and provided to the City Manager, or designee, and to the grievant within 21 calendar days after completion of the hearing.
15. Either party may petition the Staunton Circuit Court for an order requiring implementation of the panel decision.

C. Procedures at the Hearing:

1. The Panel Chair ("Chair") convenes the hearing and introduces the other members of the Panel. Also, the Chair will have all parties present introduce themselves for the record because the hearing will be taped and/or transcribed by the Chief Human Resources Officer. The City will incur the cost of the recording; a request for a transcription will be paid by the requesting party.
2. The Chair will state the purpose of the hearing is to hear the grievance submitted by (name of grievant).
3. The Chair will identify for the parties the procedure that the Panel plans to use for the hearing. The Chair should refer to the grievance procedure or the booklet or other document containing the grievance procedure which may have been routinely provided by the Chief Human Resources Officer to grievants and department directors.
4. At any time a question arises regarding the procedural issues, the Chair may call a short break and speak with the other two panel members. Together, the Panel will decide what

action it desires to take regarding the question presented. (Generally, these issues involve documents or testimony which may or may not be relevant to the grievance. The Panel has the authority to determine the admissibility of evidence without regard to the burden of proof, the order of presentation of evidence, or the rules of evidence, so long as full and equal opportunity is afforded to all parties for the presentation of their evidence.)

5. The Chair will inform both sides that each will be permitted a specific time for presentation of opening remarks and their position regarding the grievance. It may be helpful to ask each side how much time they will need and then have both parties adhere to the agreed times.
6. The grievant or the grievant's counsel will proceed with their presentation first. The representative of the City will follow with their presentation. All evidence will be presented in the presence of the panel and the parties except by mutual consent of the parties.
7. Both sides will be given the right to rebut the comments made by each other and any witnesses they wish to present. If the interchanges of comments become heated, the Chair may tell the parties that all questions will be directed to the Chair who will in turn ask the question or the Chair may announce this at the beginning of the hearing in reviewing procedures. This generally calms all parties, and restores order to the hearing.
8. Each side may present witnesses and exhibits for the Panel to consider.
9. At the conclusion of all testimony, comments and presentation of exhibits, the Chair should ask if the parties wish to make summary and closing comments; most will provide comments. After that, the Chair should ask if anyone has anything else to provide to the Panel Hearing Board.
10. The Chair will state that the Panel will meet and make a final decision on this grievance within 21 days of the hearing. The Chair will then officially close the hearing.

Reference:

Staunton City Charter §11;

VA Code §§15.2-1500 and 15.2-1506;

Staunton City Code §§ 2.20.010-2.20.040

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	August 26, 2021	Staff Member: Lyle Hartt
Item #	6 & F	
Ordinance #		
Department:	Public Works	
Council Vision:	Responsive, Efficient Government Built Environment	
Subject:	Resolution Authorizing Virginia Department of Transportation Inventory Adjustments	

Background: The Virginia Department of Transportation (VDOT) constructed FR-1058 (Seth Drive) in conjunction with Project 0252-132-101, C-501. Upon completion of the project, the City accepted Seth Drive into its Urban System, as is customary; however, the street is still listed in VDOT's inventory system as a frontage road ("FR") and part of its Primary System. VDOT needs it to be vacated from its Primary System.

To accomplish this, VDOT requires that City Council adopt the attached resolution. A sketch of the area, provided by VDOT, is referenced in and attached to the resolution. Please note the following regarding the sketch:

- FR-1058 (Seth Dr) is shown in the project sketch attached as the purple line.
- The sketch shows transferring the 0.26 mile portion of Seth Drive from the Primary System to the Urban System.
- Lacy B King Way is also in the Urban System, but is named Business Way in VDOT's system. The sketch indicates the data corrections to rename the street in VDOT's system as Lacy B King Way, but that will be accomplished under a separate action by VDOT and does not require a Council resolution.

Attachment: Proposed Resolution

City Manager Recommendation: Recommend adoption of the proposed resolution, as presented.

Suggested Motion: I move that City Council adopt the proposed resolution authorizing the Virginia Department of Transportation's (VDOT) request to transfer the portion of Seth Drive constructed by VDOT from the primary system of state highways to the City's local system of roads.

City Manager: Steven L. Rosenberg

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**A RESOLUTION
OF THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
AUTHORIZING THE REQUEST TO TRANSFER THE PORTION OF SETH
DRIVE CONSTRUCTED BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION
FROM THE PRIMARY SYSTEM OF STATE HIGHWAYS TO THE CITY'S LOCAL
SYSTEM OF ROADS**

Recitals

A. The Virginia Department of Transportation (VDOT) constructed FR-1058 (Seth Drive) in conjunction with VDOT Project 0252-132-101, C-501;

B. Those segments identified on the project sketch, annexed and incorporated by reference as **Exhibit A**, serve local traffic and it is the desire of VDOT and the City of Staunton to transfer said segments from the Primary System of State Highways to the local system of roads operated by the City of Staunton;

C. This matter has been properly heard and considered; and

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

NOW, THEREFORE, BE IT RESOLVED that, the Council of the City of Staunton, Virginia, hereby requests the Commonwealth Transportation Board transfer those segments identified on the attached project sketch from the Primary System of State Highways to the Urban System of roads maintained by the City of Staunton, pursuant to Virginia Code § 33.2-315 and Staunton City Code §12.05.030;

BE IT FURTHER RESOLVED that, for those segments identified on the attached project sketch, the Virginia Department of Transportation renumber the segments to be included as part of the Urban System; and

The Clerk of Council is hereby **DIRECTED** to forward a certified copy of this resolution to the Residency Administrator of the Virginia Department of Transportation.

Introduced:

Adopted:

Effective Date:

Andrea W. Oakes, Mayor

ATTEST: _____
Rachael M. Zinni, Clerk of Council

Action	Segment	Route	From	To	Length (mi.)
Transfer	D-E	FR-1058	South Terminus	North Terminus	0.26
Urban Correction	B-C		CL Seth Drive	CL Rte 252	0.03
Urban Correction	A-B	Name Change from Business Way to Lacy B King Way			0.56



LEGEND

Staunton District - Harrisonburg Residency

CITY OF STAUNTON

Transfer of FR-1058 from Primary Highway System to Urban Highway System

Segment(s) of Primary Road location to be Transferred to the Urban System (Va Code 33.2-315.A)

Urban System Data Correction (Name change from Business Way to Lacy B. King Way in UMIS, Add B-C)

Not to Scale

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	August 26, 2021	City Council
Item #	7	
Ordinance #		
Department:	City Council	
Council Vision:		
Subject:	Closed Meeting for: (i) Discussion of Possible Acquisition of Real Property Within the City; (ii) Discussion Regarding a Specific Council Appointee to the Economic Development Authority; and (iii) Consultation and Discussion with Legal Counsel Requiring the Provision of Legal Advice by Such Counsel Pertaining to Legal Considerations and Discussion Involving Items (i) and (ii)	

Suggested Motion: I move that Council enter a closed meeting for: (i) discussion of possible acquisition of real property for a public purpose located within the City limits of Staunton, Virginia, where discussion in an open meeting would adversely affect the public body's bargaining position or negotiating strategy pursuant to Virginia Code Section 2.2-3711(A)(3); (ii) discussion regarding a specific Council appointee to the Economic Development Authority, pursuant to Virginia Code Section 2.2-3711(A)(1); and (iii) consultation and discussion with legal counsel requiring the provision of legal advice by such counsel pertaining to items (i) and (ii), 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.

REGULAR MEETING OF STAUNTON CITY COUNCIL**Thursday, August 12, 2021****7:30 p.m.****Rita S. Wilson Council Chambers**

PRESENT: Mayor Andrea Oakes
Mark Robertson, Vice Mayor
Stephen W. Claffey
Amy G. Darby
Carolyn W. Dull
Brenda O. Mead (remote participant)

ABSENT: R. Terry Holmes

ALSO PRESENT: Steven Rosenberg, City Manager
Leslie Beauregard, Assistant City Manager
John Blair, City Attorney
Rachael ML Zinni, Clerk of Council

Mayor Oakes called the meeting to order: Mayor Oakes called this meeting of Staunton City Council to order. Mayor Oakes stated that mask wearing is encouraged for non-vaccinated individuals, not required for vaccinated individuals, and that hand sanitizing stations are placed inside and outside chambers for use.

The Pledge of Allegiance was recited in unison.

The invocation/moment of silence was given by Councilor Dull.

MAYOR'S REPORT

Mayor Oakes commented that the West End Road Rally and Scavenger Hunt is Saturday, August 21, 2021, from 11:00a.m. to 2:00p.m. It starts at the Gypsy Hill Park Bandstand, where a passport will take participants on a scavenger hunt throughout West End businesses.

Mayor Oakes stated that the City Council retreat was held on August 10th and August 11th and felt that it was a success. She thanked the citizens who participated in the survey, as it was a major guide in discussions at the retreat.

Mayor Oakes added that there was a ribbon cutting for the Staunton Sheriff's Department's drug drop box. She also mentioned that the new K-9 puppy, Liberty, would be going for a five month training to be a K-9 for the Sheriff's Department.

ADDITIONAL ITEMS BY MEMBERS OF COUNCIL

Ms. Mead mentioned that she welcomed over fifty members from "Lead Virginia" Class of 2021 to Staunton. Lead Virginia is a nonprofit and nonpartisan organization where the participants travel to each of several distinct regions of the Commonwealth. The program is designed to give leaders a deeper understanding of the issues and opportunities facing all of Virginia by understanding each region's responses to the issues of economy, education and health. She added

that there was an 8.5% population growth for the City of Staunton from the Virginia Public Access Project's preliminary summary of the 2020 census.

Vice Mayor Robertson stated that he was present for the ribbon cutting for the drug drop box that is part of the Sheriff's Department Drug Take Back Program. He commented that this drop box allows unused medication to be deposited to be proactive in preventing unprescribed use or abuse. He encouraged citizens to use this drop box. He continued with a recap of his time spent with Public Works and getting hands on with bollard pick-up from the Dine Out Downtown over the weekend, trash collection, observe at the water building, and a stop at the recycling center. He commended the Public Works Staff on all their hard work to keep Staunton running and clean.

Ms. Darby gave her well wishes to the students, families, teaching staff, and administration staff on their start to the new academic year.

APPROVAL OF MINUTES

Ms. Mead moved to approve the Work Session and Regular Meeting Minutes of July 22, 2021 presented.

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

Ms. Dull	aye	Vice Mayor Robertson	aye
Mr. Claffey	aye	Mayor Oakes	aye
Mr. Holmes	absent	Ms. Darby	aye
Ms. Mead	aye		

REGULAR MEETING

A. Public Hearing and Consideration of a Request by Jonathan Robert Goff to Rezone 814 N. Augusta Street from B-1, Local Business District, to R-2, Low Density Residential District

Rodney Rhodes, Senior City Planner, stated that this dwelling has been marked B-1 since 1969 and was not included in the rezoning from 2017, due to the proximity to businesses in the area. The owner of this parcel would like to make some improvements on this property and would need to rezone to be able to complete the work he plans to have done. The Planning Commission recommended approval of the rezoning request on July 15, 2021.

Steve Rosenberg, City Manager, advised that Mr. Jonathan Goff, the applicant in this request, would have the chance to speak prior to the opening of the Public Hearing.

Mr. Goff mentioned during his statement that the house appeared to be vacant for thirty years, which might have affected the rezoning back in 2017. He looks forward to living in Staunton.

Mayor Oakes asked Council members if they had any questions.

Council members did not have any further questions.

Mayor Oakes stated the following:

“In a moment, I will open up the Public Hearing. It is a time that Council sets aside to hear from citizens and others about a specific topic.

We ask that you please give your name, your address, and then keep your remarks at 5 minutes or less. When you reach the 5 minute time limit, I will let you know that your time limit has expired.

For our Zoom participants, please raise your hand now if you wish to speak on this particular Public Hearing. If you raise your hand during this Public Hearing, you also be able to raise your hand during this Council meeting for other Public Hearings and Matters of the Public. Please keep your comments to 5 minutes as well.

Once everyone who wishes to speak has had an opportunity, I will then close the Public Hearing.

I will now open the Public Hearing so if you wish to speak, please approach the podium. And will alternate between individuals physically present and those that have their hands raised via the Zoom platform.”

The public hearing was opened.

Albino Fossa, 401 Bowling Street, voiced his support for the rezoning of this parcel.

Barbara Lee, Lambert and Rockway Street, voiced her support for the rezoning of this parcel.

With there being no one wishing to speak, the public hearing was closed.

Ms. Mead stated that residential housing is difficult to find in Staunton and voiced her support for the rezoning.

Ms. Dull moved that Council adopt the ordinance and approve the rezoning, as recommended by the Planning Commission.

The motion was seconded by Ms. Darby and carried as follows.

Ms. Darby	aye	Vice Mayor Robertson	aye
Ms. Dull	aye	Mr. Holmes	absent
Mr. Claffey	aye	Mayor Oakes	aye
Ms. Mead	aye		

B. Discussion, Introduction and Public Hearing of Ordinance to Amend the FY2022 Budget Ordinance for the City of Staunton by Adding Budget Amendment Number Two

Phil Trayer, City Chief Finance Officer, informed Council members on the updates to the budget for FY2022, with a focus on the ESSER III Fund breakdown for Staunton City Schools. Budget Amendment Number Two totals \$4,831,774. The City will receive \$194,995, to contribute to the In Carry Forward Fund, Sheriff’s Department staffing and overtime funding, and an ARPA grant via the Library of Virginia for computer equipment at the library. City schools will receive

\$4,636,779, where a majority of these funds are associated with the appropriation of the ESSER III Funds.

Mayor Oakes asked Council members if they had any questions.

Ms. Dull asked for clarification on Promethium boards. Mr. Trayer stated these are similar to interactive smart boards.

Ms. Mead inquired about how a calming room would be utilized in the school system. Mr. Trayer stated this was a place to where students could go to assist in regulating their emotions.

Council members did not have any further questions.

Ms. Mead moved to introduce an ordinance amending the fiscal year 2022 budget by adding Budget Amendment Number Two, totaling \$4,831,774 and that Council conduct a public hearing of the ordinance.

The motion was seconded by Vice Mayor Robertson and carried as follows.

Ms. Mead	aye	Ms. Darby	aye
Mr. Holmes	absent	Mayor Oakes	aye
Mr. Claffey	aye	Vice Mayor Robertson	aye
Ms. Dull	aye		

Mayor Oakes stated that the previous guidelines stated in the first Public Hearing are to be followed.

The public hearing was opened.

Albino Fossa, 401 Bowling Street, stated his support for utilizing the funds for the schools as presented by Mr. Trayer.

Barbara Lee, Lambert and Rockway Street, asked if the City could look into electric bussing systems to cut down on maintenance spaces needed by the school system.

With there being no one wishing to speak, the public hearing was closed.

(SEE ATTACHMENT #1 – FY2022 BUDGET ORDINANCE)

C. Consideration of Establishment of Council Appointed Commission for Equity and Diversity

Mr. Rosenberg stated that this item was added to the Regular Agenda during the Work Session earlier in the evening. He added that there was not a framework for this commission yet, but that they would vote on the intention of establishing this commission. If this motion carries, then City staff would be able to then draft a resolution in concert with the City Attorney to have that structure defined in detail for a formal establishment at a later date.

Ms. Mead stated that the suggested motion be changed to reflect more concrete intent to move forward, without question to the forward progress of this commission if the motion passes.

Mayor Oakes asked Council members if they had any questions.

Ms. Dull inquired if there could be an addition to the motion to voted Ms. Mead as the Council Liaison to this Commission.

Mr. Blair recommended that the membership motion could be made after the vote on the establishment of the Commission.

Council members did not have any further questions.

Mayor Oakes stated that she is in full support to have all voices represented in the City and supports the forming of this Commission.

Ms. Mead moved that Council proceed with establishment of a council-appointed commission for equity and diversity. That staff will develop a resolution establishing such a commission, to be discussed and considered by council at a later date.

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

Vice Mayor Robertson	aye	Mr. Claffey	aye
Mayor Oakes	aye	Mr. Holmes	absent
Ms. Darby	aye	Ms. Mead	aye
Ms. Dull	aye		

Ms. Dull moved that Ms. Mead appointed as the initial Council Liaison for this Commission.

The motion was seconded by Vice Mayor Robertson and carried as follows:

Mr. Holmes	absent	Ms. Darby	aye
Ms. Mead	abstained	Ms. Dull	aye
Vice Mayor Robertson	aye	Mr. Claffey	aye
Mayor Oakes	aye		

D. Discussion and Consideration of Resolution of the Council of the City of Staunton Authorizing the Adoption of the Central Shenandoah Hazard Mitigation Plan 2020 Update

Chief Scott Garber, Fire and Rescue, summarized the plan to Council. This plan allows the City to apply and receive grants for certain hazard mitigations. The original plan was adopted in 2005, but there is an update to the plan that was solidified in 2020. The plan provides information on types of hazards, a rank of hazards in an area, historical tracking of severe weather events, mitigation strategies for each jurisdiction, and regional capabilities assessments.

Mayor Oakes asked Council members if they had any questions.

Ms. Mead inquired if this is not made a priority by the City, will it impact the ability to received Federal grants or funding. She used the recent flooding as an example of where the City would need monetary assistance in recovering from flood activity. Chief Garber responded that the resolution would have to be enacted to allow the City to receive any type of Federal mitigation grants or funding, which would include monetary assistance if the City were to be negatively impacted by flooding.

Council members did not have any further questions.

Vice Mayor Robertson moved that City Council adopt a resolution authorizing the adoption of the Central Shenandoah Hazard Mitigation Plan 2020 Update.

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

Mr. Claffey	aye	Vice Mayor Robertson	aye
Ms. Dull	aye	Ms. Mead	aye
Ms. Darby	aye	Mr. Holmes	absent
Mayor Oakes	aye		

**RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON
AUTHORIZING THE ADOPTION OF THE CENTRAL SHENANDOAH HAZARD
MITIGATION PLAN 2020 UPDATE**

Recitals

A. Staunton City Council recognizes the threat that natural and man-made hazards pose to people within the City;

B. The federal Disaster Mitigation Act of 2000, as amended, requires that local governments develop and adopt natural hazard mitigation plans in order to receive certain federal assistance and update these plans;

C. The Central Shenandoah Hazard Mitigation Plan (CSHMP) (Plan) identifies mitigation strategies to reduce or eliminate long-term risk to people and property in our community and in the Central Shenandoah Region (Region) from the impacts of future hazards and disasters;

D. The original Plan was approved by the Federal Emergency Management Agency and was adopted by Staunton City Council at its October 12, 2005 regular meeting;

E. The Plan was subsequently updated and adopted by Staunton City Council at its December 12, 2013 regular meeting;

F. The CSHMP Steering Committee (Steering Committee) representing the 21 local jurisdictions of the Central Shenandoah Planning District convened in order to review the Plan and study the Region's risks from and vulnerability to natural hazards, and to make recommendations on mitigating the effects of such hazards on the Region;

G. The Steering Committee was provided staff support by the Central Shenandoah Planning District Commission;

H. The efforts of the Steering Committee, the staff of the Central Shenandoah Planning District Commission, as well as members of the public, private, and nonprofit sectors, have resulted in the development of the 2020 Update of the Central Shenandoah Hazard Mitigation Plan for the Region;

I. The Central Shenandoah Regional Wildfire Community Protection Plan (CSRWPP) is an annex to the Central Shenandoah Hazard Mitigation Plan and is incorporated into this resolution by reference; and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Staunton, Virginia, that the Central Shenandoah Hazard Mitigation Plan 2020 Update is hereby approved and adopted for the City of Staunton.

Adopted this 12th day of August, 2021.

/s/Andrea W. Oakes

Andrea W. Oakes, Mayor

ATTEST: /s/Rachael ML Zinni

Rachael ML Zinni, Clerk of Council

E. Consideration of Letter of Support of COPN Request No. Va-8582—Augusta Health for Additional General Purpose Operating Room

Leslie Beauregard, Assistant City Manager, gave a brief summary of the information provided by Mr. Mark LaRosa, Vice President of Business Development and Chief Strategy Officer of Augusta Health, from the Work Session.

Mayor Oakes asked Council members if they had any questions.

Vice Mayor Robertson asked for clarification if there was a Conflict of Interest on his part, as he is currently employed part-time by Augusta Health.

Mr. Blair recommended that Vice Mayor Robertson abstain from the vote on this matter as referenced under the Virginia Conflict of Interest Act.

Vice Mayor Robertson did voice his support on this matter, but stated that he would abstain from the vote due to the Conflict of Interest, in that he is employed part-time at Augusta Health.

Council members did not have any further questions.

Ms. Darby moved that City Council approve the proposed letter of support of COPN Request No. Va-8582 – Augusta Health for an additional general purpose operating room.

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

Ms. Dull	aye	Ms. Mead	aye
Ms. Darby	aye	Mr. Holmes	absent
Mayor Oakes	aye	Mr. Claffey	aye
Vice Mayor Robertson	abstained		

(SEE ATTACHMENT #2 – LETTER OF SUPPORT)

F. Consideration of Substantial Amendment to FY2019 Annual Action Plan, Substantial Amendment to FY2020 Annual Action Plan, and FY2021 Annual Action Plan Relating to the U.S. Department of Housing and Urban Development Community Development Block Grant Program for the City of Staunton as a HUD Entitlement Community

Mr. Billy Vaughn, Director of Economic Development, stated there were substantial amendments to the FY2019 and FY2020 Annual Action Plans, along with the FY2021 Annual Action Plan.

Jessica Lurz, a consultant and specialist with MNL Associates, gave a brief presentation on the Annual Action Plans and the amendments for FY2019 and FY2020. Per HUD requirements, any line-item changes require a substantial amendment.

For amendments to FY2019 and FY2020, previously allocated funds to Habitat for Humanity's Critical Home Repair Program would be used for the 8th Street Aging in Place Project. This would allow the commencement of building approximately 21 affordable housing options in Staunton. In another amendment to FY2020, \$25,000 would be added to the Rockway Street Water Line Project, which was previously removed to be allocated to project with Valley Supportive Housing.

The FY2021 Annual Action Plan includes the specific eligible activities that HUD allows the use of CDBG funding. The national objective of benefiting low- and moderate- income persons, prevention of slum and blight, and meeting an urgent need must be included in the plan. Low- and moderate- income residents in Staunton are considered to be a family of four, making \$56,958 from the annual area median income chart provided by HUD.

In 2021, \$344,362 was provided to Staunton, where 15% of that number can be used towards public services. These services include: Valley Mission commencing a rental assistance program for persons who are exiting homeless shelters; The senior transportation program would receive \$10,000; Meals on Wheels would receive \$10,000 to continue their services; Blue Ridge Legal Services would receive funding to help low-income residents who have been impacted by the pandemic, including facing evictions; and, Blue Ridge Casa, which provides advocacy for abused and neglected children in the area.

Leftover funds would be allocated towards the improvement of public infrastructure. The 8th Street Aging in Place Project are allocated \$153,000 to develop the streets, gutters, sidewalks, and water lines for up to 23 new homes at the end of 8th Street. The public facilities improvement will receive \$40,000 to complete the West Beverly Street sidewalk project completed, allowing for ADA compliance and accessibility. Reroofing Staunton would receive \$30,000, to provide roof for low-income homeowners. Finally, the City would take the maximum allowed amount of administration fees, totaling \$68,000. A program start date is October 1, 2021 for these items.

390
391 Mayor Oakes asked Council members if they had any questions.

392
393 Ms. Mead inquired about any responses or feedback from the Public Hearings on this matter and
394 how the Public Hearings were conducted.

395
396 Ms. Lurz stated that two in-person Public Hearings have occurred, one on June 7, 2021 and another
397 on July 12, 2021. No one physically came to the hearings and neither hearing had a remote
398 participation component.

399
400 Ms. Mead voiced her concern over the lack of remote participation options and stressed the
401 importance of citizen feedback on this matter. She indicated that the surveys put out by the City
402 for the retreat were very instrumental in providing Council with their goals for the City and
403 wondered if similar results would yield in the same participatory input from citizens for these
404 Annual Action Plans.

405
406 Ms. Lurz stated that HUD has been lenient this year for virtual participation on these matters only
407 due to the pandemic. HUD does not typically allow virtual participation to occur.

408
409 Mr. Vaughn stated that there was the ability for citizens to reach out to his office via email through
410 the City's website. Advertisements were made in the newspaper to provide a proper notice for
411 allowing citizen input. For last year's Public Hearing, approximately two people participated via
412 remote participation. He expressed that the agencies that work with the City (i.e. Valley Mission,
413 Blue Ridge Legal, etc.) are relied upon to help inform the citizens most affected by these programs
414 about Public Hearings and other matters involving HUD.

415
416 Ms. Mead encouraged looking at other methods of remote participation, like surveys, to allow
417 easier access for citizen participation and feedback.

418
419 Mayor Oakes asked if Ms. Anna Leavitt from Capsaw was contacted in the development of this
420 plan.

421
422 Ms. Lurz said she did have email communication with Ms. Leavitt to discuss the matter at hand.

423
424 Ms. Dull said, "Pursuant to Staunton City Code Section 2.10.130, I have the appearance of a
425 conflict of interest regarding Item F. My brother is the Executive Director of Blue Ridge Legal
426 Services. As that organization will receive funds if the FY21 Community Development Block
427 Grant action plan is adopted, I will abstain from voting on this item because of the appearance of
428 a conflict of interest, not actual conflict."

429
430 Ms. Mead commented that she also had an appearance of conflict of interest, as she was recently
431 elected to the board of Habitat for Humanity, and that she would also abstain her vote.

432
433 Council members did not have any further questions.

434
435 Mr. Claffey moved that City Council adopt the attached resolution approving and adopting the
436 FY2019 and FY2020 Substantial Amendments, and the FY2021 Annual Action Plan, and
437 authorizing and directing the City Manager to sign sub-recipient agreements and associated
438 documents with agencies recommended to receive HUD CDBG funds.

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

Ms. Mead	abstained	Mr. Holmes	absent
Vice Mayor Robertson	aye	Mr. Claffey	aye
Mayor Oakes	aye	Ms. Dull	abstained
Ms. Darby	aye		

**RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
AUTHORIZING THE ADOPTION OF FY2019 SUBSTANTIAL AMENDMENT; FY2020
SUBSTANTIAL AMENDMENT; AND THE FY2021 ANNUAL ACTION PLAN FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE
CITY OF STAUNTON AS A HUD ENTITLEMENT COMMUNITY**

Recitals

- A. On February 26, 2019, the City of Staunton (City) received official confirmation from the U.S. Department of Housing and Urban Development (HUD) that it had been designated as a new entitlement community starting with the federal fiscal year 2019;
- B. Under this program designation, the City receives annual allocations from HUD;
- C. This is the City's third year of such designation and in accordance with the federal regulations at 24 CFR Part 91, an annual action plan (AAP) must be prepared and adopted by City Council;
- D. The AAP is a prerequisite to receiving the annual allocation through HUD's Community Development Block Grant (CDBG) program, and its purpose is to describe the goals and objectives for the year and to detail how funds will be spent in the current program year;
- E. At its regularly scheduled meeting August 8, 2019, City Council adopted the FY2019-2023 Five-Year Consolidated Plan and the FY2019 AAP;
- F. At its regularly scheduled meeting July 23, 2020, City Council adopted the FY2020 AAP;
- G. The City of Staunton has prepared substantial amendments to the Community Development Annual Action Plans for FY2019 & FY2020 and has prepared the FY2021 AAP;
- H. The FY2019 AAP amendments propose reallocation of \$25,000 from the Owner-Occupied Housing Rehabilitation to the A Street Aging in Place Project;
- I. The FY2020 AAP amendments propose reallocation of \$25,000 from the Valley Supportive Housing project toward the Rockway Street Waterline. In addition, the City will reallocate an additional \$25,000 to the A Street Aging In Place Project;

J. The City anticipates receiving three-hundred forty-four thousand three hundred sixty-two dollars (\$344,362) in CDBG funds for the program year beginning October 1, 2021 and an AAP has been drafted;

K. The City intends to submit all necessary documents to HUD on or before August 15, 2021;

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

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Staunton, Virginia, that the amendments to the FY2019 and FY2020 Annual Action Plans, and the FY2021 Annual Action Plan for the Community Development Block Grant Program of the U.S. Department of Housing and Urban Development for the City of Staunton as a HUD Entitlement Community are hereby **APPROVED** and **ADOPTED**.

City Council further **AUTHORIZES** and **DIRECTS** the City Manager to execute any sub-recipient agreements and associated documents with agencies recommended to receive HUD Community Development Block Grant Program funds.

Adopted this 12th day of August, 2021.

/s/Andrea W. Oakes

Andrea W. Oakes, Mayor

ATTEST: /s/Rachael ML Zinni

Rachael ML Zinni, Clerk of Council

G. Consideration of a Resolution of Intent of the Council of the City of Staunton, Virginia to Amend the Staunton City Code to Add An Exception for Existing Lots Without the Required Street Frontage

Mr. Blair briefly reviewed and summarized this matter from the Work Session earlier in the evening. He stated that the resolution would allow for the Planning Commission to review the amendment in their September meeting, as a Public Hearing would need to take place.

Mayor Oakes asked Council members if they had any questions.

Council members did not have any further questions.

Mr. Claffey moved that Council adopt the proposed Resolution of Intent of the Council of the City of Staunton, Virginia to Consider Amending Section 18.120.010, Setback Exceptions, of Chapter 18.120, Yard, Building Setback, and Open Space Exceptions, of Title 18, Zoning, of the Staunton City Code to Add An Exception for Existing Lots Without the Required Street Frontage.

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

Ms. Dull	aye	Mayor Oakes	aye
Mr. Claffey	aye	Vice Mayor Robertson	aye

537 Mr. Holmes absent Ms. Mead aye
538 Ms. Darby aye
539

540 **MATTERS FROM THE CITY MANAGER**
541

542 Mr. Rosenberg stated that the Shop and Dine Out Downtown Initiative will continue through
543 October 31, 2021. He continued that there are efforts to restore the sidewalks for this program,
544 allowing dining seating to take place in the streets of downtown.
545

546 Mr. Rosenberg made note of the grant notification on the second page of the Regular Agenda for
547 Council's review.
548

549 **MATTERS FROM THE PUBLIC**
550

551 Mayor Oakes read the following statement:
552

553 "This part of City Council's agenda is entitled "Matters from the Public." It is a time that Council
554 sets aside to hear from citizens and others about a wide variety of subjects. Before we begin, I'd
555 like to share five basic ground rules that we ask you to respect as you make your remarks:
556

557 1. Please come to the podium or begin your call, identify yourself, and complete your remarks
558 within 5 minutes. I will let you know when you've reached your 5 minutes. We ask that you
559 please give your name, your address, and then keep your remarks at 5 minutes or less. When you
560 reach the 5 minute time limit, I will let you know that your time limit has expired. If you continue
561 to speak, I will ask you to step away from the podium or to end your call. If you continue to speak
562 after I inform you that you have exceeded your time limit, I will, again, ask you to please stop
563 speaking and step away from the podium or end your call. If you still continue to speak, I will ask
564 the City Manager to end your call, and if you continue to speak from the podium you may be
565 charged with disorderly conduct under Virginia Code § 18.2-415(A)(2) .
566

567 2. This is a time for us as a Council simply to listen to your remarks. In an effort to encourage and
568 maintain orderly conduct, we will not engage in give and take debate. If you are seeking
569 information, you may mention it during your remarks and the City Manager or his staff may get
570 in touch with you in the days ahead.
571

572 3. We ask that you direct your comments to Council as a whole and not to identify members of
573 Council or to an individual employee of the City. If you want to take up an issue with an individual
574 member of Council or an employee, please speak with us before or after the meeting. We are also
575 accessible by phone, mail or email. Again, we ask that you direct your comments to the Council
576 as a whole.
577

578 4. We expect every speaker to be civil and courteous. Using profanity, making personal attacks
579 on an individual unrelated to the performance of their official duties on behalf of the City of
580 Staunton, and doing anything that is disruptive to the orderly conduct of this meeting will not be
581 tolerated.

5. Finally, as the presiding officer, it is my duty to remind you that if you choose not to abide by these ground rules, I may find that you are out of order and will ask you to withdraw from the podium or to end your call. We certainly do not want to reach that point and even beyond, so we respectfully ask for your full cooperation in observing these guidelines.

If you wish, you may obtain a copy of the ground rules from our Clerk of Council, Ms. Zinni. And now, we welcome all speakers. The podium is now available for matters from the public.”

Leslie Kipp, 16 Church Street, summarized his experience on August 3, 2021, where there was an incident with protesters on South Augusta Street. A letter was distributed to Council detailing the more intricate details of this incident for their review from Mr. Kipp.

David Verde, 125 College Circle, voiced his displeasure with the recycling center. He mentioned the issues in matters of change and progress mentioned at the retreat. He encouraged Council to review his “Drive Less Staunton” video series to see Staunton through the perspective of non-driving means. He finished with the interest in making where he lives in Staunton a dark sky-friendly neighborhood.

Albino Fossa, 401 Bowling Street, continued his campaign on his frustrations over the assessor’s evaluation on his residence.

After Mr. Fossa’s time ended, Ms. Mead wanted to make a motion to allow Mr. Fossa to finish his statement on this issue.

Mr. Blair recommended that the motion could be made, but there needed to be a rational basis to differentiate why Mr. Fossa should be allowed to continue to complete his remarks.

Ms. Dull commented that Mr. Fossa did hand out a paper statement prior to speaking at Matters of the Public.

Ms. Mead moved that Mr. Fossa be able to continue to speak on this matter, however long it takes him to finish his statement. The rational basis to differentiate why Mr. Fossa should be able to continue to speak included: He being a citizen with limited resources, facing a daunting task; Concern for his health and well-being when he protests out in the heat in front of City Hall; and, the many Council meetings he has attended to speak to Council members on this topic.

Mayor Oakes stated that although Mr. Fossa has been to many Council meetings, he has had the opportunity to speak with City staff on this matter. She voiced the need to be conscientious and fair to all citizens with the five-minute rule.

Vice Mayor Robertson asked how to continue to facilitate communication and progress for Mr. Fossa through proper channels.

Ms. Darby commented that she wanted to hear about these issues further and allow Mr. Fossa to continue in his speech.

The motion was seconded by Ms. Dull and failed with a tie as follows:

Ms. Darby	aye	Mr. Holmes	absent
Mayor Oakes	no	Mr. Claffey	no
Vice Mayor Robertson	no	Ms. Dull	aye
Ms. Mead	aye		

Mr. Rosenberg stated that more information can be detailed to Council in electronic communication. He continued that all of the timelines dictated by the State Code have expired for the issues he has brought before Council, and that has been explained to Mr. Fossa.

Luca Amato, 702 Paul Street, articulated that he has concern over a project that has commenced from the City Engineer's Office. He provided a deed to his house with other paperwork, for Council to review on this matter.

Ms. Dull inquired if the City Manager's Office could look into this issue and report back to Council.

Jennifer Tripper, 14 Frontier Ridge Court, praised the initiative to form the Commission on Equity and Diversity. She emphasized some of the issues the disabled population encounters in Staunton and encouraged Council to review the concept of universal design.

Charlie Bishop, Jr., 38 Woodley Road, commended the progress Council made at the retreat and to continue that process.

There was no one else wishing to speak.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 9:32 p.m.

Rachael ML Zinni
Clerk of Council

Ordinance No. 2021-
AN ORDINANCE TO AMEND
THE FY2022 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 FY2022 Budget is amended as follows:

GENERAL FUND

Anticipated Revenue

General Revenue	\$	100,000
Capital Grants and Contributions		94,995
Total Revenue	\$	194,995

Appropriations

Judicial Administration	\$	73,686
Parks, Recreation, Cultural		21,309
Community Development		100,000
Total Appropriations	\$	194,995

EDUCATION FUND

Anticipated Revenue

General Revenue	\$	228,225
Capital Grants and Contributions		469,715
Total Revenue	\$	697,940

Appropriations

Operations	\$	697,940
Total Appropriations	\$	697,940

SCHOOL CIP FUND- 966

Anticipated Revenue

Capital Grants and Contributions		3,938,839
Total Revenue	\$	3,938,839

Appropriations

Capital Projects	\$	3,938,839
Total Appropriations	\$	3,938,839

GRAND TOTAL BUDGET AMENDMENT NO 2	\$	4,831,774
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INTRODUCED: August 12, 2021

PUBLIC HEARING: August 12, 2021

Public Hearing Advertisement Date: August 4, 2021

Approved this _____ day of _____ 2021

Effective Date: _____

CERTIFIED: _____

ATTEST: _____

Rachael M. Zinni
Clerk of Council

Andrea Oakes
Mayor of Council

FY 2022 BUDGET AMENDMENT NO. 2 SUMMARY

	LEDGER CODE	AMOUNT	
		REVENUE	EXPENDITURE
GENERAL FUND			
GENERAL GOVERNMENTAL ADMINISTRATION			
<u>SHERIFF DEPARTMENT</u>			
Comp. Board Reimbursement - Sheriff	11023-45311	\$ 73,686	
Part Time Wages	11022170-51510		\$ 18,890
Constitutional Salaries	11022170-51007		37,500
FICA	11022170-52010		4,313
VRS	11022170-52020		5,730
Health Insurance	11022170-52005		6,750
Group Life	11022170-52001		503
To appropriate additional Commensation Board Reimbursement			
PARKS AND RECREATION			
<u>LIBRARY</u>			
Miscellaneous federal revenue	11001-46250-ARPAL	\$ 21,309	
Non Capital Equipment	11077510-55486-ARPAL		\$ 21,309
To appropriate CAPSAW Library ARPA Funds - Library Computers			
COMMUNITY DEVELOPMENT			
Appropriation of Prior Year Fund Balance	11001-41930	\$ 100,000	
<u>Professional Services</u>	11088110-53010		\$ 100,000
<u>To appropriate overlay software</u>			
TOTAL GENERAL FUND		\$ 194,995	\$ 194,995

GENERAL FUND REVENUE SUMMARY

General Revenues

<u>Appropriation of Prior Year Fund Balance</u>	\$ 100,000
Planning & Development	100,000
<u>Non-Capital Grants and Contributions</u>	94,995
Sheriff Department	73,686
Library	21,309

Total General Fund Revenues **\$ 194,995**

GENERAL FUND EXPENDITURE SUMMARY

Judicial Administration	\$ 73,686
Parks, Recreation, Cultural	21,309
Community Development	100,000

Total General Fund Expenditures **\$ 194,995**

CITY GOVERNMENT FUNDS

GENERAL FUND	\$ 194,995
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TOTAL CITY GOVERNMENT FUNDS **\$ 194,995**

EDUCATION FUND	\$ 697,940
SCHOOL CIP FUND 966	\$ 3,938,839

TOTAL EDUCATION FUNDS **\$ 4,636,779**

TOTAL FY2021 BUDGET AMENDMENT NO. 4 **\$ 4,831,774**

**STAUNTON CITY SCHOOLS
FY 2022 BUDGET
AMENDMENT NO. 2**

EDUCATION FUND		REVENUES	EXPENDITURES
STATE AND FEDERAL GRANT REVENUE/PROGRAMS			
Other Federal Funds - ESSR3	900300-43999-ESSR3	\$ 32,311	
Maintenance Service Contracts	97609095-53620-ESSR3		\$ 32,311
Reclass ESSR 3 Funding for software licensing associated with previous ESSR1 hardware purchases			
<u>Special Education Preschool Program</u>			
To appropriate School Improvement Leaders			
Other Federal Funds - ESSR3	900300-43999-ESSR3	\$ 75,763	
Teacher Salaries	91101183-51120-ESSR3		\$ 59,019
VRS	91101183-52020-ESSR3		8,994
Health Insurance	91101183-52005-ESSR3		1,587
FICA	91101183-52010-ESSR3		4,515
Group Life	91101183-52001-ESSR3		791
VRS Health Insurance Credit	91101183-52023-ESSR3		714
Unemployment	91101183-52030-ESSR3		26
Workers Compensation	91101183-52025-ESSR3		116
To appropriate School Improvement Leader - Ware			
Other Federal Funds - ESSR3	900300-43999-ESSR3	\$ 79,223	
Teacher Salaries	91101182-51120-ESSR3		\$ 55,301
VRS	91101182-52020-ESSR3		8,428
Health Insurance	91101182-52005-ESSR3		9,718
FICA	91101182-52010-ESSR3		4,231
Group Life	91101182-52001-ESSR3		741
VRS Health Insurance Credit	91101182-52023-ESSR3		669
Unemployment	91101182-52030-ESSR3		26
Workers Compensation	91101182-52025-ESSR3		109
To appropriate School Improvement Leader - McSwain			
Other Federal Funds - ESSR3	900300-43999-ESSR3	\$ 74,615	
Teacher Salaries	91101187-51120-ESSR3		\$ 56,943
VRS	91101187-52020-ESSR3		8,678
Health Insurance	91101187-52005-ESSR3		3,047
FICA	91101187-52010-ESSR3		4,356
Group Life	91101187-52001-ESSR3		763
VRS Health Insurance Credit	91101187-52023-ESSR3		689
Unemployment	91101187-52030-ESSR3		26
Workers Compensation	91101187-52025-ESSR3		112
To appropriate School Improvement Leader - Shelburne			
Other Federal Funds - ESSR3	900300-43999-ESSR3	\$ 167,804	
Other Operating Supplies	94209099-56014-ESSR3		\$ 7,590
Repairs / Main Shelburne	94209099-56687-ESSR3		5,000
Replace Computer Technology - Web Site	97109095-58107-ESSR3		150,000
Educational Supplies - Comprehensive Instructional Programs	91313195-56013-ESSR3		5,214
To appropriate school website development, Shelburne calming room, water bottle filling stations, instructional programs			
Other Federal Funds - ESSR3	900300-43999-ESSR3	\$ 40,000	\$ -
Transportation Wages	93209096-51170-ESSR3		37,158
FICA	93209096-52010		2,842
To appropriate summer school transportation costs			
TOTAL STATE AND FEDERAL GRANT PROGRAMS		\$ 469,715	\$ 469,715

STAUNTON CITY SCHOOLS

FY 2022 BUDGET

AMENDMENT NO. 2

EDUCATION FUND		REVENUES	EXPENDITURES
LOCAL GENERAL REVENUE/PROGRAMS			
Fund Balance	900100-49302	\$ 2,500	
Fund Balance	900100-49302	2,500	
Repairs / Main Svs SMS	94209099-53687-SMS21		\$ 2,500
Repairs / Main Svs SHS	94209099-53688-SHS21		2,500
To appropriate Community Foundation grant funds for the Shelburne outdoor learning lab and SHS garden	City Budget Amendment # 2		
Fund Balance	900100-49302	\$ 1,775	
Education Supplies	91101181-56013		\$ 592
Education Supplies	91101182-56013		592
Education Supplies	91101183-56013		591
Appropriate Timothy Alden Edwards Foundation grant, received in FY2021 to be spent in FY2022	City Budget Amendment # 2		
Additional - Computers / Technology	97109095-58207-TBOND	\$ -	\$ 216,000
Transfer from School CIP	900100-49294	\$ 36,000	
Transfer from School CIP	900100-49294	\$ 180,000	
Transfer undesignate CIP appropriation for T Bond Computer Hardware			
Donations Private Contributions	900387-40580	\$ 450	
Books & Subscriptions	91322187-56012		\$ 450
To appropriate Rotary Club donations to support Staunton Schools Libraries			
Donations for Equity Initiatives	900300-40580-EQUIT	\$ 5,000	
Contingency - Equity Funds	91101100-59100-EQUIT		\$ 5,000
To appropriate Poulson Equity Fund Donation			
TOTAL LOCAL GENERAL REVENUE/PROGRAMS		\$ 228,225	\$ 228,225
TOTAL EDUCATION FUND		\$ 697,940	\$ 697,940

STAUNTON CITY SCHOOLS

FY 2022 BUDGET

AMENDMENT NO. 2

SCHOOL CIP FUND 966			
Capital Improvement Projects			
Other Federal Funds - ESSR3	966100-43999-ESSR3	\$ 3,971,150	
Replace Technology Infrastructure	K6809095-58120-ESSR3		\$ 912,000
Construction	K6609087-58360-ESSR3		3,000,000
Replace HVAC / Chiller	K6609087-58104-ESSR3		45,500
Additional Tech Infrastructure	K6609081-58220-ESSR3		13,650
To appropriate ESSR3 for Promethean Boards, Shelburne construction, boiler replacement, and intercom system			
Other Federal Funds - ESSR3	966100-43999-ESSR3	\$ (32,311)	
Replace Technology Infrastructure	K6809095-58120-ESSR3		\$ (32,311)
Reclass ESSR 3 Funding for software licensing associated with previous ESSR1 hardware purchases.			
CIP Undesignated	K9009000-58100-ESSR3		\$ 50,474
Replace Technology Infrastructure	K6809095-58120-ESSR3		\$ (50,474)
Reclass excess Promethian Board provision to undesignated CIP			
Transfer to Education Fund	K8909095-59390		\$ 216,000
Undesignated CIP	K9009000-58100		\$ (216,000)
Transfer undesignate CIP appropriation for T Bond Computer Hardware			
TOTAL SCHOOL CIP FUND 966			\$ 3,938,839
			\$ 3,938,839
GRAND TOTAL BUDGET AMENDMENT NO. 2			\$ 4,636,779
			\$ 4,636,779

August 12, 2021

Mr. Erik Bodin, Director
Division of Certificate of Public Need
Office of Licensure and Certification
Virginia Department of Health
9960 Mayland Drive, Suite 401
Henrico, Virginia 23233-1463

Re: Augusta Health COPN Application VA-8582 Addition of 1 GPOR

Dear Mr. Bodin:

I am writing in support of Augusta Health's Certificate of Public Need application to add one general purpose operating room to their hospital. Approval of this project would greatly benefit residents of this community and the surrounding areas. Too often, many patients requiring elective surgical procedures are facing scheduling difficulties due to our operating room utilization nearing capacity. This is difficult for patients and their loved ones who are forced to receive care away from home or experience delays in receiving care away from our community.

Our community cherishes the care and treatment that Augusta Health provides. Our residents depend on the hospital for a wide variety of complex medical treatments and services, but they also deserve to have access to surgical services. The addition of a general purpose operating room would address an ongoing and critical need of our population.

Augusta Health already boasts state of the art facilities that will only be enhanced with the addition of this operating room. Additionally, the expertise of the medical staff that are committed to this project and will be providing treatment will ensure optimal care for the residents of our area.

Please consider the needs of our community and grant Augusta Health's application.

Sincerely,

Mayor Andrea Oakes

Cc: Mark LaRosa, Vice President of Business Development and Chief Strategy Officer at Augusta Health
Staunton City Council

City Council
WORK SESSION
August 12, 2021
6:15 p.m.

Council Members Present: Mayor Oakes, Vice Mayor Robertson, Council Members Claffey, Darby, and Dull. Participating by Zoom platform was Council Member Mead. Council Member Holmes was absent.

Mayor Oakes called the meeting to order: Mayor Oakes called the meeting of Staunton City Council to order.

Mayor Oakes stated “On August 12, 2021, I received a request from Councilor Mead to participate remotely in the August 12, 2021 Staunton City Council meeting due to a medical condition that prevents her physical attendance at the meeting. I will now entertain a motion to allow Councilor Mead’s remote participation in this meeting pursuant to Staunton City Council Procedural Memorandum Number Three.”

Vice Mayor Robertson said, “Pursuant to Staunton City Council Procedural Memorandum Number Three, I move to allow Councilor Mead to remotely participate in the August 12, 2021 Staunton City Council meeting due to a temporary medical condition.”

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

Mayor Oakes	aye	Mr. Holmes	absent
Vice Mayor Robertson	aye	Ms. Dull	aye
Mr. Claffey	aye		
Ms. Darby	aye		

Mayor Oakes asked Councilor Mead to state the location from which she was participating. Ms. Mead responded that she was at 342 Sherwood Avenue, Staunton, Virginia. Mayor Oakes asked Council and the audience if they could hear Councilor Mead. The response was affirmative.

1. Consideration of Work Session and Regular Meeting Agendas

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

Mr. Claffey moved to approve the Work Session agenda and Regular Meeting agenda as presented.

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

Mayor Oakes	aye	Ms. Dull	aye
Ms. Mead	aye	Mr. Claffey	aye
Mr. Holmes	absent	Ms. Darby	aye
Vice Mayor Robertson	aye		

2. Discussion of Letter of Support of COPN Request No. Va-8582—Augusta Health for Additional General Purpose Operating Room

Leslie Beauregard, Assistant City Manager, stated that Augusta Health reached out to Mayor Oakes and Council for a letter of support for a general purpose operating room.

Mr. Mark LaRosa, Vice President of Business Development and Chief Strategy Officer of Augusta Health, gave a brief presentation on the importance of an addition of another general purpose operating room. There are eleven operating rooms, operating at 97% capacity currently, with a projection of 109% capacity in the current year. The State of Virginia has a threshold of 1,600 working hours per operating room per year, which is the measured standard Augusta Health references for this request of an additional operating room. Augusta Health has hired eleven surgeons to accommodate the increased demand in surgical procedures at their facility. There is also an increased operating time due to the higher volume of complex cases seen at Augusta Health. An aging population in the community will also add on to the demand of surgeries performed at Augusta Health. There is a procedure room that will be converted to an operating room, due to the necessity of sterile environment, and will require very little renovation and construction. This conversion process, if approved by the State, would be completed within a couple months.

Mayor Oakes asked Council members if they had any questions.

Ms. Mead inquired if this Certificate of COPN was similar to a situation from the previous year, where Augusta Health was in competition with Sentara Healthcare with this Certificate of Need. Mr. LaRosa stated that Augusta Health are the only applicants currently going through the process for Certificate of Need for an operating room.

Mr. Claffey asked if the robotics procedures require a different operating room and if it cuts down on the available space on regular operating rooms. Mr. LaRosa stated that some of Augusta Health's operating rooms are larger to accommodate the robots without having to sacrifice real estate for other operating rooms.

Ms. Dull voiced her support for the additional general purpose operating room.

Council members did not have any further questions.

3. Discussion of Establishment of Council Appointed Commission for Equity and Diversity

Ms. Mead stated that in the past year, the Staunton Equity Coalition presented City Council with a request to establish a committee to focus on equity achievement and opportunity. The findings presented from that presentation was based on racial gaps in housing, arrests, city employment, makeup of City management, and education.

Dr. Amy Tillerson-Brown, a representative of the Staunton Branch of the NAACP, elaborated on the findings Ms. Mead referenced. Dr. Tillerson-Brown also mentioned that the City recently approved the formation of a committee to study the history of black business districts. She requested that other avenues focusing on diversity and equity would be beneficial to the City of Staunton.

Ms. Dull stated that a discussion at the Council retreat included City employees mirroring the community members.

Ms. Mead commented that no major actions have been moving forward since the presentation to Council on this matter from the previous year. She encouraged the forming of this commission to focus on diversification and inclusion, highlighting race, age, sexual orientation, and disability as groups that have voiced their feelings of unwelcomeness to the City.

Ms. Mead moved that City Council move forward immediately with the establishment of a citizen Commission on Equity and Inclusion and be the Council Liaison to this Commission.

Ms. Dull seconded that motion as stated.

John Blair, City Attorney, was consulted on the motion being made during the Work Session. He recommended that the motion should be made during the Regular Agenda, but that Ms. Mead could make a motion to amend the Regular Agenda for tonight's meeting during this Work Session.

Ms. Mead moved that the consideration of the Commission on Equity and Inclusion be added to the Regular Agenda of the August 12, 2021 meeting. This item would be marked as "C" in the Agenda, renumbering all other Agenda items in sequence after the addition.

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

Ms. Darby	aye	Mr. Holmes	absent
Mr. Claffey	aye	Ms. Mead	aye
Ms. Dull	aye	Mayor Oakes	aye
Vice Mayor Robertson	aye		

Mayor Oakes stated that the establishment of this Commission and ad hoc committee is a step in the right direction for the City.

Dr. Tillerson-Brown thanked the Council and was encouraged by the response of the Council.

4. Discussion of Resolution of Intent to Amend Chapter 18.120, Yard, Building Setback, and Open Space Exceptions, Subsection 18.120.010(4)(f) of Title 18, Zoning, of the Staunton City Code

Mr. Blair stated that during the last Council meeting, the original amendment to the zoning text was not approved. He continued that Mr. Claffey inquired if there could be a requirement for each landlocked property to have their own easement to prevent a "daisy chain" development on landlocked properties.

Mr. Blair gave clarification that the redrafted amendment to this zoning text would require each landlocked property to have their own, at minimum, ten-foot easement per parcel. He did caution members of Council that questions about specific parcels, in conjunction with developers plans, would have varying answers from this text, on a case-by-case basis. He acknowledged that this amendment is City-wide and not just for a specific neighborhood, like the Powhatan neighborhood examples given from last Council meeting.

Vice Mayor Robertson mentioned that he visited the Powhatan neighborhood since the last Council meeting to see the concerns stated at the previous Public Hearing. He inquired about the parcels in question from the previous meeting's discussion for clarification from that neighborhood.

Mr. Blair commented that the particular lots in question has one house with the street frontage requirement, while two landlocked properties sit behind that parcel. Those landlocked parcels would have to have a ten-foot in width easement each to be able to build a single-family dwelling on each parcel. He further clarified that this amendment would require each lot to have their own separate easement.

Vice Mayor Robertson asked further questions on how many houses were previously on these three parcels, as there was thought to be a farmhouse with another house-like structure on the landlocked properties at one point.

Mr. Rodney Rhodes, Senior City Planner, stated that there would be a single-family dwelling on each parcel. He stated that there was a farmhouse-like structure on the one property, but that has since been demolished. He also stated that there was a storage-like or house-like structure on the third parcel, but knew that this structure had their own, separate utilities.

Mr. Claffey specified that this an amendment for the City, not just for a certain section of the City of Staunton. He further commented that there are many landlocked parcels around the City of unknown number that this amendment to the zoning text could positively impact. He continued that this amendment would assist in developers not having to apply for a variance and allowing the development of parcels to continue with upfront knowledge.

Mr. Blair reiterated that there would not have to be a variance if this amendment were to be enacted for landlocked parcels, with the assumption that the easement would be at least ten-foot wide.

Ms. Mead commented that this amendment should be able to give the City an opportunity to build new housing.

Ms. Dull clarified that there are no definitive answers in this zoning text. Mr. Blair stated that was correct, in that each parcel would have to be evaluated individually.

Vice Mayor Robertson inquired about the concerns from the Powhatan Street and Ramsey Street citizens about the lack of water pressure and if the pressure would change with the addition of housing on those parcels in that neighborhood.

Mr. Jeff Johnston, Director of Public Works, commented that there are pressure reducing valves in that neighborhood due to the high ambient pressure. He stated that there were no other issues at hand where the pressure would be lessened.

Steve Rosenberg, City Manager, stated that a resolution to be passed back to the Planning Commission would be voted on at the next Council meeting.

Ms. Dull inquired if this could be put on the Regular Agenda for tonight's meeting.

Mr. Rosenberg stated that this could be done on tonight's Regular Agenda with a motion and vote to make it Item G.

Mr. Claffey moved to add the Consideration of Resolution as Item G to the Regular Meeting Agenda in tonight's meeting, to be sent to the Planning Commission for review.

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

Ms. Mead	aye	Mr. Holmes	absent
Vice Mayor Robertson	aye	Ms. Dull	aye
Mayor Oakes	aye	Mr. Claffey	aye
Ms. Darby	aye		

The work session adjourned at 6:59 p.m.

Rachael ML Zinni
Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	August 26, 2021	Steven L. Rosenberg City Manager
Item #	A	
Ordinance #		
Department:	City Manager	
Council Vision:	Responsive, Efficient Government	
Subject:	Staff Recognition	

Background: Leslie Miller, retired Captain with the Staunton Police Department, will attend Council's regular meeting to receive recognition on the occasion of her recent retirement from City service.

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Steven L. Rosenberg

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	August 26, 2021	Steven L. Rosenberg City Manager
Item #	B	
Ordinance #		
Department:	City Manager	
Council Vision:	Responsive, Efficient Government	
Subject:	Staff Recognition	

Background: Eddie Snyder, retired Fire Fighter and Intermediate EMT with Staunton Fire and Rescue, will attend Council's regular meeting to receive recognition on the occasion of his recent retirement from City service.

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Steven L. Rosenberg

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	August 26, 2021	Staff Member: Phil Trayer
Item #	C	
Ordinance #		
Department:	Finance	
Council Vision:	Responsive, Efficient Government	
Subject:	Ordinance to Amend the FY2022 Budget for the City of Staunton by Adding Budget Amendment Number Two	

Background: The second budget amendment for fiscal year 2022 has been prepared for your review and consideration. The total budget amendment equals \$4,831,774. At Council's regular meeting on August 12, 2021 Council introduced the ordinance and conducted a public hearing. Consideration of the ordinance is scheduled for August 26, 2021.

City Budget Amendment - \$194,995

The amendment includes \$73,686 for appropriations associated with additional State Compensation Board funding for the Sheriff's Office, for one additional deputy position for FY2022 and an additional appropriation for part time wages to assist with increased jury in Staunton Circuit Court. The General Fund also includes an additional appropriation of \$21,309 for a grant received by the Library which will be used for computer equipment. Finally, there is a \$100,000 fund balance appropriation for the development of corridor overlay district design guidelines. These funds were originally appropriated via a FY2021 budget amendment. Procurement for the project was well under way when FY2021 ended on June 30. By adding this appropriation, the Planning Division will be in a position to award the contract before Labor Day and proceed as originally planned.

School Budget Amendment—\$4,636,779

The Education Fund amendment totaling \$697,940 appropriates \$6,775 in donations for outdoor gardens at Shelburne Middle School and Staunton High School, and art education supplies for the City's three elementary schools; \$5,000 for a donation to the School Equity Fund; and \$450 from the Staunton Rotary Club for support of Staunton City School libraries. This budget

amendment also appropriates a \$216,000 transfer from undesignated CIP line within the School CIP Fund for the purchase of School based computer hardware within the Education Fund. The balance of the appropriation in the amount of \$229,600 is associated with Staunton City School's proposal to use ESSER III Funds for Learning Leaders at Shelburne Middle School, McSwain Elementary School and Ware Elementary School. In addition, the Schools will use \$40,000 to support FY21/22 summer school transportation, and \$50,115 for miscellaneous supplies, maintenance and repairs. Finally, the Schools propose to use \$150,000 of ESSER III funds to support a new website design which will become the school communication hub.

The School CIP appropriation totals \$3,938,839 and includes a \$3,000,000 provision for the renovation at Shelburne Middle School, \$829,215 for Promethean boards, \$45,500 for a boiler replacement, \$50,474 for undesignated CIP provision, and \$13,650 for intercom equipment.

Attachment: Budget Amendment Number Two

City Manager's Recommendation: Recommend that City Council adopt the ordinance.

Suggested Motion: I move to adopt an ordinance amending the fiscal year 2022 budget by adding Budget Amendment Number Two, totaling \$4,831,774, as presented.

City Manager: Steven L. Rosenberg

Ordinance No. 2021-
AN ORDINANCE TO AMEND
THE FY2022 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 FY2022 Budget is amended as follows:

GENERAL FUND

Anticipated Revenue

General Revenue	\$	100,000
Capital Grants and Contributions		94,995
Total Revenue	\$	194,995

Appropriations

Judicial Administration	\$	73,686
Parks, Recreation, Cultural		21,309
Community Development		100,000
Total Appropriations	\$	194,995

EDUCATION FUND

Anticipated Revenue

General Revenue	\$	228,225
Capital Grants and Contributions		469,715
Total Revenue	\$	697,940

Appropriations

Operations	\$	697,940
Total Appropriations	\$	697,940

SCHOOL CIP FUND- 966

Anticipated Revenue

Capital Grants and Contributions		3,938,839
Total Revenue	\$	3,938,839

Appropriations

Capital Projects	\$	3,938,839
Total Appropriations	\$	3,938,839

GRAND TOTAL BUDGET AMENDMENT NO 2	\$	4,831,774
--	-----------	------------------

INTRODUCED: August 12, 2021

PUBLIC HEARING: August 12, 2021

Public Hearing Advertisement Date: August 4, 2021

Approved this _____ day of _____ 2021

Effective Date: _____

CERTIFIED: _____

ATTEST: _____

Rachael M. Zinni
Clerk of Council

Andrea Oakes
Mayor of Council

FY 2022 BUDGET AMENDMENT NO. 2 SUMMARY

	LEDGER CODE	AMOUNT	
		REVENUE	EXPENDITURE
GENERAL FUND			
GENERAL GOVERNMENTAL ADMINISTRATION			
<u>SHERIFF DEPARTMENT</u>			
Comp. Board Reimbursement - Sheriff	11023-45311	\$ 73,686	
Part Time Wages	11022170-51510		\$ 18,890
Constitutional Salaries	11022170-51007		37,500
FICA	11022170-52010		4,313
VRS	11022170-52020		5,730
Health Insurance	11022170-52005		6,750
Group Life	11022170-52001		503
To appropriate additional Commensation Board Reimbursement			
PARKS AND RECREATION			
<u>LIBRARY</u>			
Miscellaneous federal revenue	11001-46250-ARPAL	\$ 21,309	
Non Capital Equipment	11077510-55486-ARPAL		\$ 21,309
To appropriate CAPSAW Library ARPA Funds - Library Computers			
COMMUNITY DEVELOPMENT			
Appropriation of Prior Year Fund Balance	11001-41930	\$ 100,000	
<u>Professional Services</u>	11088110-53010		\$ 100,000
<u>To appropriate overlay software</u>			
TOTAL GENERAL FUND		\$ 194,995	\$ 194,995

GENERAL FUND REVENUE SUMMARY

General Revenues

<u>Appropriation of Prior Year Fund Balance</u>	\$ 100,000
Planning & Development	100,000
<u>Non-Capital Grants and Contributions</u>	94,995
Sheriff Department	73,686
Library	21,309

Total General Fund Revenues **\$ 194,995**

GENERAL FUND EXPENDITURE SUMMARY

Judicial Administration	\$ 73,686
Parks, Recreation, Cultural	21,309
Community Development	100,000

Total General Fund Expenditures **\$ 194,995**

CITY GOVERNMENT FUNDS

GENERAL FUND	\$ 194,995
--------------	------------

TOTAL CITY GOVERNMENT FUNDS **\$ 194,995**

EDUCATION FUND	\$ 697,940
SCHOOL CIP FUND 966	\$ 3,938,839

TOTAL EDUCATION FUNDS **\$ 4,636,779**

TOTAL FY2021 BUDGET AMENDMENT NO. 4 **\$ 4,831,774**

**STAUNTON CITY SCHOOLS
FY 2022 BUDGET
AMENDMENT NO. 2**

EDUCATION FUND		REVENUES	EXPENDITURES
STATE AND FEDERAL GRANT REVENUE/PROGRAMS			
Other Federal Funds - ESSR3	900300-43999-ESSR3	\$ 32,311	
Maintenance Service Contracts	97609095-53620-ESSR3		\$ 32,311
Reclass ESSR 3 Funding for software licensing associated with previous ESSR1 hardware purchases			
<u>Special Education Preschool Program</u>			
To appropriate School Improvement Leaders			
Other Federal Funds - ESSR3	900300-43999-ESSR3	\$ 75,763	
Teacher Salaries	91101183-51120-ESSR3		\$ 59,019
VRS	91101183-52020-ESSR3		8,994
Health Insurance	91101183-52005-ESSR3		1,587
FICA	91101183-52010-ESSR3		4,515
Group Life	91101183-52001-ESSR3		791
VRS Health Insurance Credit	91101183-52023-ESSR3		714
Unemployment	91101183-52030-ESSR3		26
Workers Compensation	91101183-52025-ESSR3		116
To appropriate School Improvement Leader - Ware			
Other Federal Funds - ESSR3	900300-43999-ESSR3	\$ 79,223	
Teacher Salaries	91101182-51120-ESSR3		\$ 55,301
VRS	91101182-52020-ESSR3		8,428
Health Insurance	91101182-52005-ESSR3		9,718
FICA	91101182-52010-ESSR3		4,231
Group Life	91101182-52001-ESSR3		741
VRS Health Insurance Credit	91101182-52023-ESSR3		669
Unemployment	91101182-52030-ESSR3		26
Workers Compensation	91101182-52025-ESSR3		109
To appropriate School Improvement Leader - McSwain			
Other Federal Funds - ESSR3	900300-43999-ESSR3	\$ 74,615	
Teacher Salaries	91101187-51120-ESSR3		\$ 56,943
VRS	91101187-52020-ESSR3		8,678
Health Insurance	91101187-52005-ESSR3		3,047
FICA	91101187-52010-ESSR3		4,356
Group Life	91101187-52001-ESSR3		763
VRS Health Insurance Credit	91101187-52023-ESSR3		689
Unemployment	91101187-52030-ESSR3		26
Workers Compensation	91101187-52025-ESSR3		112
To appropriate School Improvement Leader - Shelburne			
Other Federal Funds - ESSR3	900300-43999-ESSR3	\$ 167,804	
Other Operating Supplies	94209099-56014-ESSR3		\$ 7,590
Repairs / Main Shelburne	94209099-56687-ESSR3		5,000
Replace Computer Technology - Web Site	97109095-58107-ESSR3		150,000
Educational Supplies - Comprehensive Instructional Programs	91313195-56013-ESSR3		5,214
To appropriate school website development, Shelburne calming room, water bottle filling stations, instructional programs			
Other Federal Funds - ESSR3	900300-43999-ESSR3	\$ 40,000	\$ -
Transportation Wages	93209096-51170-ESSR3		37,158
FICA	93209096-52010		2,842
To appropriate summer school transportation costs			
TOTAL STATE AND FEDERAL GRANT PROGRAMS		\$ 469,715	\$ 469,715

STAUNTON CITY SCHOOLS

FY 2022 BUDGET

AMENDMENT NO. 2

EDUCATION FUND		REVENUES	EXPENDITURES
LOCAL GENERAL REVENUE/PROGRAMS			
Fund Balance	900100-49302	\$ 2,500	
Fund Balance	900100-49302	2,500	
Repairs / Main Svs SMS	94209099-53687-SMS21		\$ 2,500
Repairs / Main Svs SHS	94209099-53688-SHS21		2,500
To appropriate Community Foundation grant funds for the Shelburne outdoor learning lab and SHS garden	City Budget Amendment # 2		
Fund Balance	900100-49302	\$ 1,775	
Education Supplies	91101181-56013		\$ 592
Education Supplies	91101182-56013		592
Education Supplies	91101183-56013		591
Appropriate Timothy Alden Edwards Foundation grant, received in FY2021 to be spent in FY2022	City Budget Amendment # 2		
Additional - Computers / Technology	97109095-58207-TBOND	\$ -	\$ 216,000
Transfer from School CIP	900100-49294	\$ 36,000	
Transfer from School CIP	900100-49294	\$ 180,000	
Transfer undesignate CIP appropriation for T Bond Computer Hardware			
Donations Private Contributions	900387-40580	\$ 450	
Books & Subscriptions	91322187-56012		\$ 450
To appropriate Rotary Club donations to support Staunton Schools Libraries			
Donations for Equity Initiatives	900300-40580-EQUIT	\$ 5,000	
Contingency - Equity Funds	91101100-59100-EQUIT		\$ 5,000
To appropriate Poulson Equity Fund Donation			
TOTAL LOCAL GENERAL REVENUE/PROGRAMS		\$ 228,225	\$ 228,225
TOTAL EDUCATION FUND		\$ 697,940	\$ 697,940

STAUNTON CITY SCHOOLS

FY 2022 BUDGET

AMENDMENT NO. 2

SCHOOL CIP FUND 966			
Capital Improvement Projects			
Other Federal Funds - ESSR3	966100-43999-ESSR3	\$ 3,971,150	
Replace Technology Infrastructure	K6809095-58120-ESSR3		\$ 912,000
Construction	K6609087-58360-ESSR3		3,000,000
Replace HVAC / Chiller	K6609087-58104-ESSR3		45,500
Additional Tech Infrastructure	K6609081-58220-ESSR3		13,650
To appropriate ESSR3 for Promethean Boards, Shelburne construction, boiler replacement, and intercom system			
Other Federal Funds - ESSR3	966100-43999-ESSR3	\$ (32,311)	
Replace Technology Infrastructure	K6809095-58120-ESSR3		\$ (32,311)
Reclass ESSR 3 Funding for software licensing associated with previous ESSR1 hardware purchases.			
CIP Undesignated	K9009000-58100-ESSR3		\$ 50,474
Replace Technology Infrastructure	K6809095-58120-ESSR3		\$ (50,474)
Reclass excess Promethian Board provision to undesignated CIP			
Transfer to Education Fund	K8909095-59390		\$ 216,000
Undesignated CIP	K9009000-58100		\$ (216,000)
Transfer undesignate CIP appropriation for T Bond Computer Hardware			
TOTAL SCHOOL CIP FUND 966		\$ 3,938,839	\$ 3,938,839
GRAND TOTAL BUDGET AMENDMENT NO. 2		\$ 4,636,779	\$ 4,636,779

NOTICE OF PUBLIC HEARING

TO THE CITIZENS OF THE CITY OF STAUNTON, VIRGINIA

TAKE NOTICE that on Thursday, August 12, 2021, at the regular meeting of City Council at 7:30 p.m., to be held in the Rita S. Wilson Chambers, First Floor, City Hall, 116 West Beverley Street, Staunton, Virginia, the City Council intends to amend the Fiscal Year 2022 budget and will consider the adoption of the following:

An Ordinance to amend the FY 2022 Budget Ordinance for the City of Staunton, by adding Budget Amendment Number 2

A brief synopsis of the proposed budget amendment is stated below:

General Fund	\$194,995
Education Fund	\$697,940
School CIP Fund	\$3,938,839
Total FY2022 Budget Amendment No. 2	\$4,831,774

The public hearing shall be open to the public. The City Council shall permit persons desiring to be heard an opportunity to present oral testimony within such reasonable time limits as shall be determined by the Mayor. Hearing impaired persons desiring to attend the public hearing should contact the Interim Clerk of Council at ZinniRM@ci.staunton.va.us to request an interpreter.

Rachael M. Zinni
Clerk of Council

Please run this advertisement on Wednesday, August 4, 2021

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	August 26, 2021	City Council John Blair, II City Attorney
Item #	G	
Ordinance #		
Department:	City Council	
Council Vision:	Built Environment Economic Development	
Subject:	Utility Easements at Staunton Crossing	

Background: Staunton City Council and the Staunton Economic Development Authority (EDA) entered into a Contribution Agreement on November 11, 2010. The Contribution Agreement requires that Council provide its consent as a condition of the EDA's conveyance or relinquishment of any property interest in the Staunton Crossing property. The Council's consent is presently necessary for the establishment, relocation, or vacation of utility easements, in connection with the development of the Staunton Crossing property.

The next step in that development is the construction of a road linking Crossing Way with Valley Center Drive. In order to construct the road, utility easements held by Shenandoah Valley Electric Cooperative and Virginia Electric and Power Company (a subsidiary of Dominion Energy) need to be relocated. City Engineer Lyle M. Hartt has reviewed new easements identified by the utilities and agrees with the proposed placement of facilities within those easements, including lines and poles.

During its meeting on August 26, 2021, the EDA will consider a resolution to relocate the utility easements contingent upon the Council's provision of its consent to the easements.

If the Council provides such consent, by adoption of the attached resolution, at a later date staff will present to Council for consideration a subdivision plat formally establishing the road connecting Crossing Way with Valley Center Drive.

Attachments: Proposed Resolution

City Manager's Recommendation: Recommend adoption of the proposed resolution, as presented.

Suggested Motion: I move that City Council adopt the proposed resolution retroactively consenting to the Economic Development Authority of Staunton, Virginia granting utility easements to Virginia Electric and Power Company and Shenandoah Valley Electric Cooperative on the property known as Staunton Crossing.

City Manager: Steven L. Rosenberg

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**RESOLUTION OF
THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
RETROACTIVELY CONSENTING TO THE ECONOMIC DEVELOPMENT
AUTHORITY OF STAUNTON, VIRGINIA GRANTING UTILITY EASEMENTS TO
VIRGINIA ELECTRIC AND POWER COMPANY (DBA DOMINION VIRGINIA
ENERGY) AND SHENANDOAH VALLEY ELECTRIC COOPERATIVE
ON THE PROPERTY KNOWN AS STAUNTON CROSSING**

Recitals

A. The City of Staunton (City) and its Economic Development Authority (EDA) entered into an agreement dated November 11, 2010 (Contribution Agreement) which states the City would make available the funding contemplated for the EDA to acquire for economic development purposes what was then known as the “WSH” property from the Commonwealth of Virginia, now known as Staunton Crossing, located near U.S. Route 250 and Interstate 81 and Interstate 64, originally comprised of approximately 278 acres (the Property);

B. The City, on behalf of the EDA, applied for and in 2018 was awarded an \$8,780,000 grant from Virginia Department of Transportation (VDOT) under its SMARTSCALE program which involves the design and construction of a new 4,000 linear-foot spine road connecting Richmond Avenue to Valley Center Drive. When completed, the road project will make the Property fully accessible and make the Property even more suitable for marketing and development;

C. VDOT is now nearing completion of the construction plans for the road which will necessitate the EDA granting easements to help facilitate the road construction;

D. Under section 3.3 of the Contribution Agreement, the City and the EDA stated and agreed, in part, as follows: “The Authority shall not license, lease, sell, encumber, alienate, grant or convey or relinquish all or any portion or interest or use, including but not limited to an easement of any type, or authorize any letter or memorandum of intent for such, of the WSH property without the express consent of City Council”;

E. Virginia Electric and Power Company (DBA Dominion Energy Virginia) and Shenandoah Valley Electric Cooperative have identified the need to relocate existing utility easements to prevent any obstructions during construction of the road (as shown on the preliminary draft construction plans by VDOT dated July 21, 2021 and annexed and incorporated herein as **Exhibit A**);

F. City staff have reviewed the preliminary draft construction plans and approve of the proposed utility easement locations;

G. The deeds of easement have been reviewed by EDA legal counsel and the City Attorney who approves of and consents to the form of the deeds (copies of which are annexed and incorporated herein as **Exhibits B, C and D**);

H. After briefing and review, the EDA took action at its August 26, 2021 meeting to approve granting of the utility easements, subject to consent and approval by City Council;

I. City Council desires to continue to support the EDA's development of Staunton Crossing;

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

NOW, THEREFORE, BE IT RESOLVED, to the extent necessary or required by law, by the Council of the City of Staunton, Virginia, that, it gives its consent, effective retroactively, to the Economic Development Authority of the City of Staunton, Virginia granting utility easements on the Staunton Crossing property to Virginia Electric and Power Company (DBA Dominion Energy Virginia) and Shenandoah Valley Electric Cooperative as detailed in the preliminary draft construction plans and draft deeds of easement.

Adopted this _____ day of _____ 2021

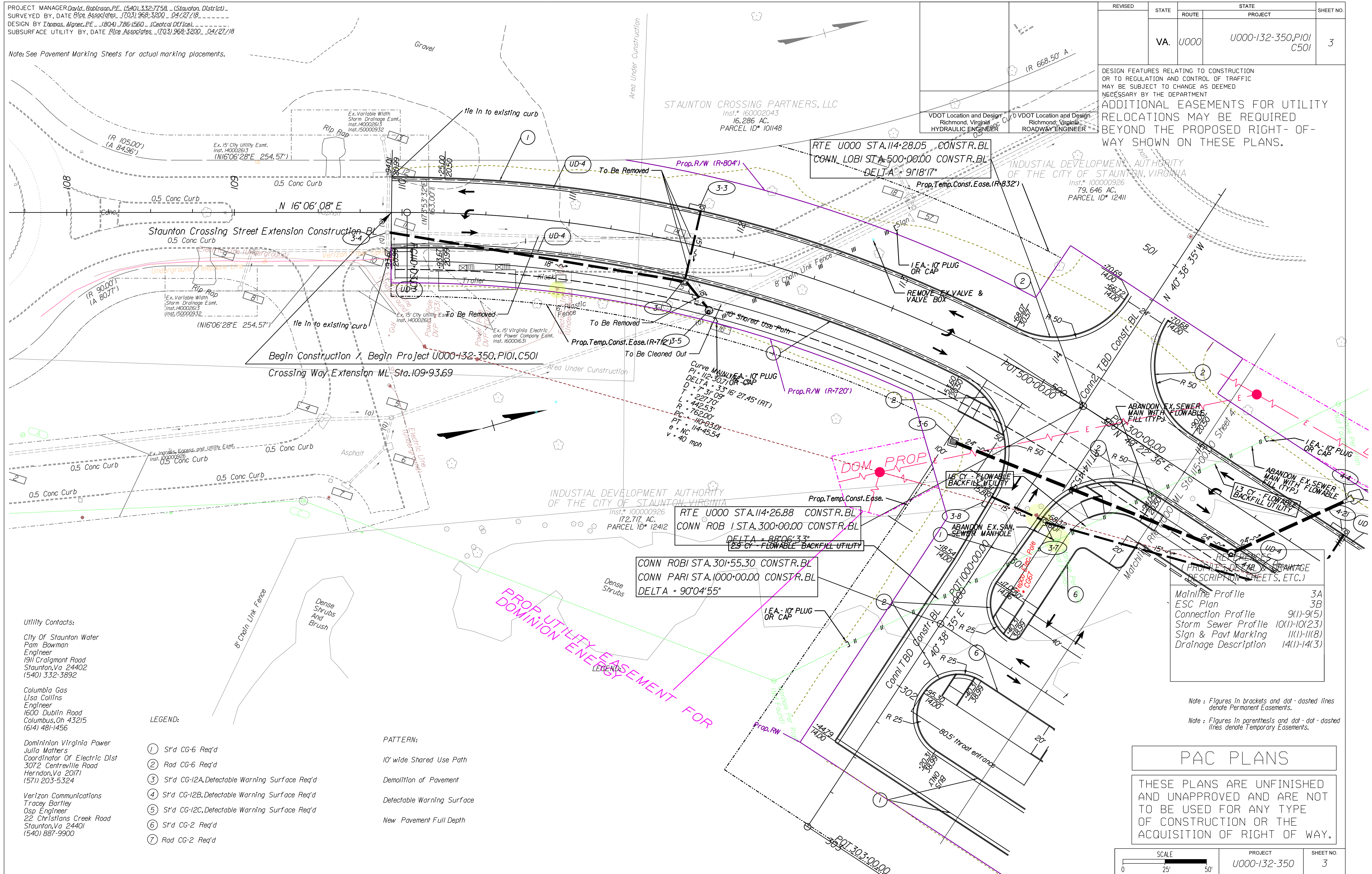
Andrea W. Oakes, Mayor

Attest: _____
Rachael M. Zinni, Clerk of Council

Note: See Pavement Marking Sheets for actual marking placements.

REVISED	STATE	STATE		SHEET NO.
		ROUTE	PROJECT	
	VA.	0000	0000-132-350,P101 C501	3

DESIGN FEATURES RELATING TO CONSTRUCTION
OR TO REGULATION AND CONTROL OF TRAFFIC
MAY BE SUBJECT TO CHANGE AS DEEMED
NECESSARY BY THE DEPARTMENT
ADDITIONAL EASEMENTS FOR UTILITY
RELOCATIONS MAY BE REQUIRED
BEYOND THE PROPOSED RIGHT- OF-
WAY SHOWN ON THESE PLANS.

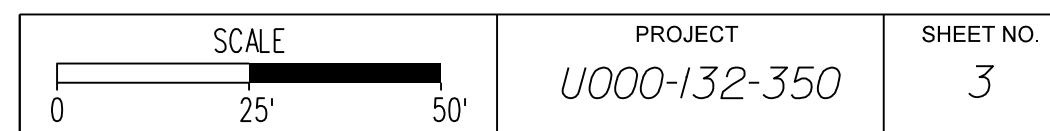


Note : Figures in brackets and dot - dashed lines denote Permanent Easements.

Note : Figures in parenthesis and dot-dot-dashed lines denote Temporary Easements.

PAC PLANS

THESE PLANS ARE UNFINISHED
AND UNAPPROVED AND ARE NOT
TO BE USED FOR ANY TYPE
OF CONSTRUCTION OR THE
ACQUISITION OF RIGHT OF WAY.



REVISED	STATE	ROUTE	PROJECT	SHEET NO.
	VA.	U000	U000-132-350,C501	4

VDOT Location and Design
Richmond, Virginia
HYDRAULIC ENGINEER

VDOT Location and Design
Richmond, Virginia
ROADWAY ENGINEER

INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF STAUNTON, VIRGINIA
Inst. # 100000926
79.646 AC.
PARCEL ID# 12411

Curve MAINLINE_6
PI = 120+35.13
DELTA = 15°55'47.18" (LT)
D = 7°31'09"
T = 113.40'
L = 225.16'
PC = 76+20.00'
PT = 119+21.72'
e = NC
v = 40 mph

1 EA - 12" PLUG
OR CAP

2-2 CY - FLOWABLE
BACKFILL UTILITY

ABANDON EX. SAN.
SEWER MANHOLE

07 CY - FLOWABLE
BACKFILL UTILITY

Prop. Temp.
Const. Ease.

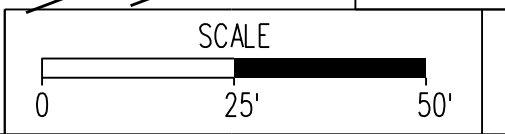
Prop. Perm.
Drain. Ease.

LEGEND:

- 1 St'd CG-6 Req'd
- 2 Mod CG-6 Req'd
- 3 St'd CG-12A, Detectable Warning Surface Req'd
- 4 St'd CG-12B, Detectable Warning Surface Req'd
- 5 St'd CG-12C, Detectable Warning Surface Req'd
- 6 St'd CG-2 Req'd
- 7 Rad CG-2 Req'd
- 8 St'd FE-CL Req'd

REFERENCES
(PROFILES, DRAINAGE
DESIGN SHEETS, ETC.)

- 4C-1 4, 4C
- 4A 4A
- 4B 4B
- 9(1)-9(5) Connection Profile
- 10(1)-10(23) Storm Sewer Profile
- 11(1)-11(8) Sign & Pav Marking
- 14(1)-14(3) Drainage Description
- 15(1)-15(3) SWM Detail



PROJECT
U000-132-350

SHEET NO.
4

INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF STAUNTON, VIRGINIA
Inst. # 100000926
172.717 AC.
PARCEL ID# 12412

RTE U000 STA.119+21.72 CONSTR. BL
CONN LOB2 STA.600+00.00 CONSTR. BL
DELTA = 90°00'00"

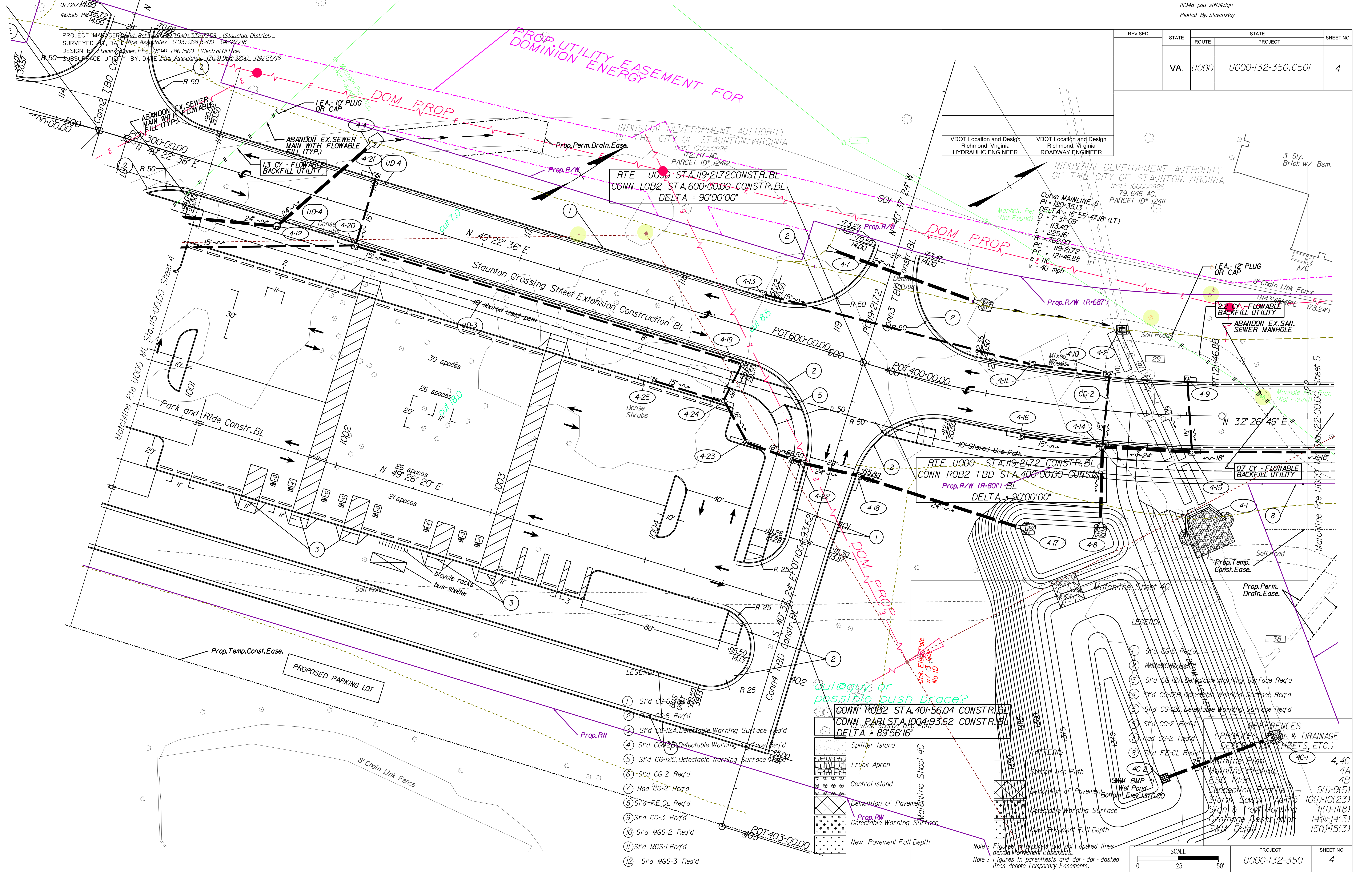
RTE U000 STA.119+21.72 CONSTR. BL
CONN ROB2 TBD STA.400+00.00 CONSTR. BL
Prop. R/W (R=80') BL
DELTA = 90°00'00"

CONN ROB2 STA.401+56.04 CONSTR. BL
CONN PARL STA.1004+93.62 CONSTR. BL
DELTA = 89°56'16"

- LEGEND:
- 1 St'd CG-6 Req'd
 - 2 Mod CG-6 Req'd
 - 3 St'd CG-12A, Detectable Warning Surface Req'd
 - 4 St'd CG-12B, Detectable Warning Surface Req'd
 - 5 St'd CG-12C, Detectable Warning Surface Req'd
 - 6 St'd CG-2 Req'd
 - 7 Rad CG-2 Req'd
 - 8 St'd FE-CL Req'd
 - 9 St'd CG-3 Req'd
 - 10 St'd MGS-2 Req'd
 - 11 St'd MGS-1 Req'd
 - 12 St'd MGS-3 Req'd

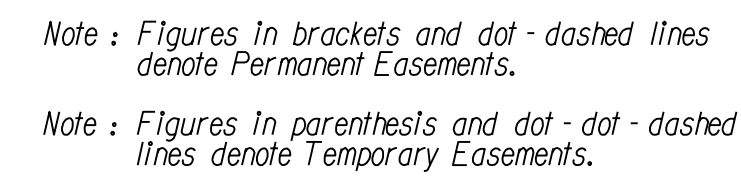
- Splitter Island
- Truck Apron
- Central Island
- Demolition of Pavement
- Demolition of Pavement
- Prop. RW
- Detectable Warning Surface
- New Pavement Full Depth

Note: Figures in brackets and dot - dashed lines
denote Temporary Easements.
Note: Figures in parenthesis and dot - dot - dashed
lines denote Temporary Easements.



Note: See Pavement Marking Sheets for actual marking placements.

DESIGN FEATURES RELATING TO CONSTRUCTION
OR TO REGULATION AND CONTROL OF TRAFFIC
MAY BE SUBJECT TO CHANGE AS DEEMED
NECESSARY BY THE DEPARTMENT
ADDITIONAL EASEMENTS FOR UTILITY
RELOCATIONS MAY BE REQUIRED
BEYOND THE PROPOSED RIGHT- OF-
WAY SHOWN ON THESE PLANS.



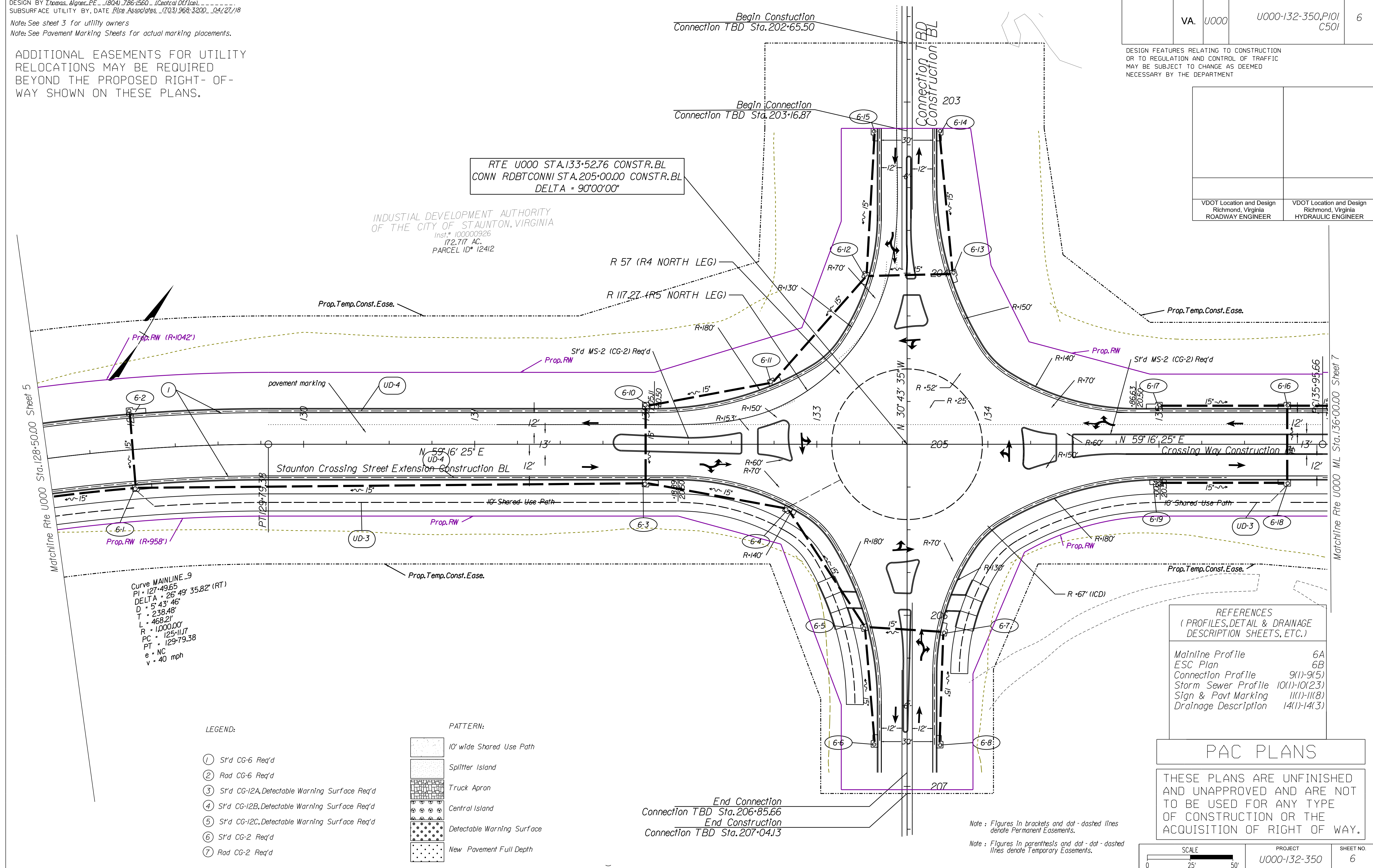
-
- Dense Brush
- PATTERN
- 10' wide Shared Use Path
- Demolition of Pavement
- New Pavement Full Depth

PAC PLANS		
THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.		
SCALE  25' 50'	PROJECT <i>U000-132-350</i>	SHEET NO 5

ADDITIONAL EASEMENTS FOR UTILITY
RELOCATIONS MAY BE REQUIRED
BEYOND THE PROPOSED RIGHT- OF-
WAY SHOWN ON THESE PLANS.

DESIGN FEATURES RELATING TO CONSTRUCTION
OR TO REGULATION AND CONTROL OF TRAFFIC
MAY BE SUBJECT TO CHANGE AS DEEMED
NECESSARY BY THE DEPARTMENT

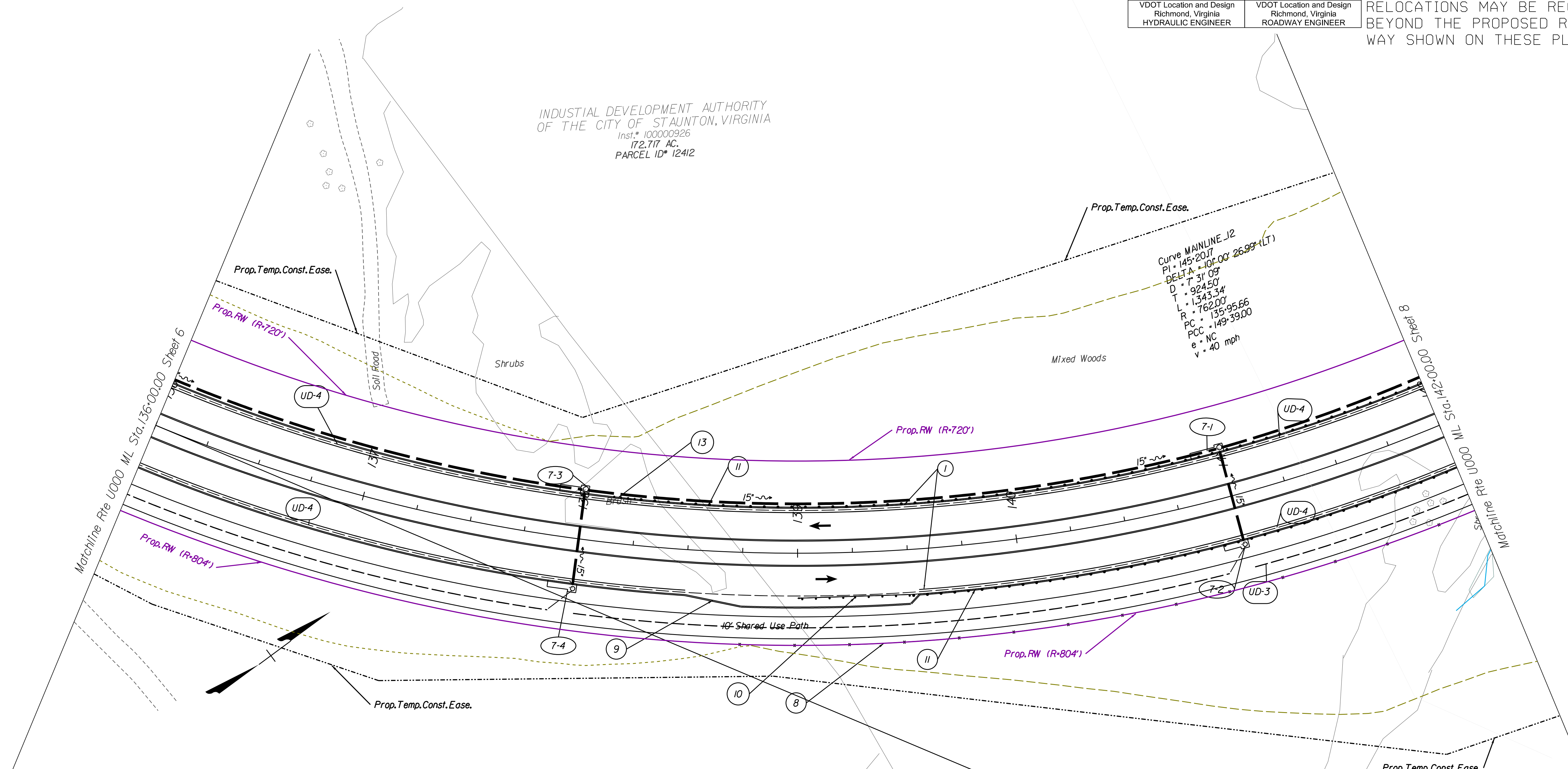
VDOT Location and Design Richmond, Virginia ROADWAY ENGINEER	VDOT Location and Design Richmond, Virginia HYDRAULIC ENGINEER



III048 pau shi07.dgn
Plotted By: Steven.Ray

Note: See sheet 3 for utility owners
Note: See Pavement Marking Sheets for actual marking placements.

		REVISED	STATE	STATE		SHEET NO.
				ROUTE	PROJECT	
			VA.	U000	U000-132-350,P101 C501	7
		DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT				
		ADDITIONAL EASEMENTS FOR UTILITY				
VDOT Location and Design Richmond, Virginia HYDRAULIC ENGINEER	VDOT Location and Design Richmond, Virginia ROADWAY ENGINEER	RELOCATIONS MAY BE REQUIRED BEYOND THE PROPOSED RIGHT- OF -				

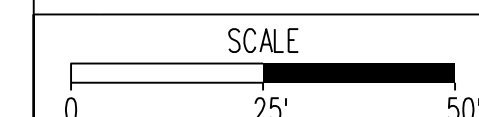


Shrubs

- Note : Figures in brackets and dot - dashed lines denote Permanent Easements.
- Note : Figures in parenthesis and dot - dot - dashed lines denote Temporary Easements.

Mainline Profile	7A
ESC Plan	7B
Storm Sewer Profile	10(I)-10(23)
Sign & Pavt Marking	11(I)-11(8)
Drainage Description	14(I)-14(3)

THESE PLANS ARE UNFINISHED
AND UNAPPROVED AND ARE NOT
TO BE USED FOR ANY TYPE
OF CONSTRUCTION OR THE
ACQUISITION OF RIGHT OF WAY.

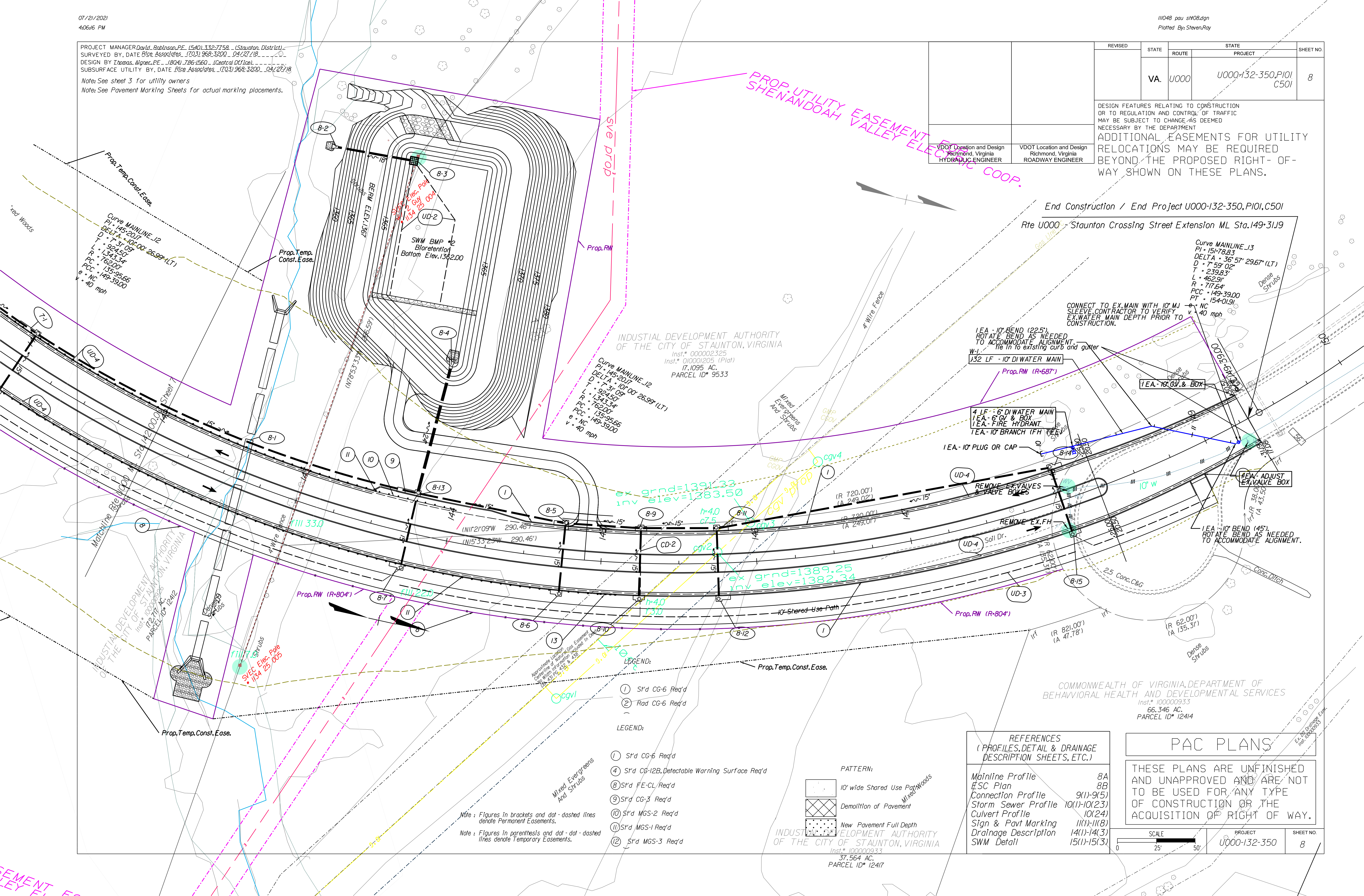


PROJECT
U000-132-350

SHEET NO.
7

		REVISED	STATE	STATE		SHEET NO.
				ROUTE	PROJECT	
			VA.	0000	~~0000-132-350,P101~~ C501	8

VDOT Location and Design Richmond, Virginia HYDRAULIC ENGINEER	VDOT Location and Design Richmond, Virginia ROADWAY ENGINEER
--	--





Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, made this _____ day of _____, 2021, by and between

INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF STAUNTON, VIRGINIA

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, with its principal office in Richmond, Virginia ("GRANTEE").

WITNESSETH:

1. That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, **GRANTOR** grants and conveys unto **GRANTEE**, its successors and assigns, the perpetual right, privilege and non-exclusive easement over, under, through, upon, above and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting purposes; including but not limited to the right:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said non-exclusive easement shall extend of variable (----) feet in width across the lands of **GRANTOR**; and

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time deem advisable, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said non-exclusive easement shall extend of variable (----) feet in width across the lands of **GRANTOR**.

Initials: _____

This Document Prepared by Virginia Electric and Power Company and should be returned to:

Dominion Energy Virginia, 1719 Hydraulic Road Charlottesville VA 22901.

(Page 1 of 5 Pages)

VAROW No(s). 80-21-0030

VDOT Project No. U000-132-350, P101, C501

Tax Map No. 12411, 12412

Form No. 720025-1 (May 2019)

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2. The easement herein shall extend across the lands of **GRANTOR** situated in the City of Staunton, Virginia, as more fully described on Plat(s) Numbered 80-21-0030, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof. Reference is made to the VDOT Project No. U000-132-350, P101, C501, Sheet 2 Of 3, Parcels 001 and 002.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on and within the easement area, including but not limited to the airspace above the property controlled by **GRANTOR**, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

Initials: _____

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE's** exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE's** rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE's** exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE's** exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such of its facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE'S** right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE'S** obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE'S** stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials:_____



Right of Way Agreement

11. GRANTOR covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that GRANTOR shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of GRANTOR warrants that GRANTOR is a corporation duly organized and existing under the laws of the state hereinabove mentioned and that he or she has been duly authorized to execute this easement on behalf of said corporation.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, GRANTOR has caused its corporate name to be signed hereto by its authorized officer or agent, described below, on the date first above written.

Corporate Name: Industrial Development Authority of the City of Staunton, Virginia

By (Signature):

Name (Print):

Its:

State of Virginia
City/County of Staunton

The foregoing instrument was acknowledged before me this day of ,
by ,
(Name of officer or agent) (Title of officer or agent)

of Industrial Development Authority of the City of , a(n) Virginia
Staunton, Virginia
(Name of corporation) (State of incorporation)

corporation, on behalf of the corporation.

Notary Public (Print Name) Notary Public (Signature)

Virginia Notary Reg. No. My Commission Expires:

(Page 4 of 5 Pages)

VAROW No(s). 80-21-0030

(Notary Seal Here)

S39 D11 E2 CHN

INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF STAUNTON, VIRGINIA
Inst. # 00000926
Parcel ID # 12411

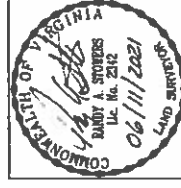
INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF STAUNTON, VIRGINIA
Inst. # 00000926
Parcel ID # 12412

STAUNTON CROSSING PARTNERS, LLC
Inst. # 160002043
Parcel ID # 10148

INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF STAUNTON, VIRGINIA
Inst. # 00000926
Parcel ID # 12412

INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF STAUNTON, VIRGINIA
Inst. # 00000926
Parcel ID # 12412

LEGEND
○ IRON PIN FOUND
● IRON PIN SET



Rice Associates
Manassas, Virginia
LAND SURVEYOR

LPC: 111640
PROJECT: 2002-2002-002, 1-007
DATE: JUNE 11, 2021
SCALE: 1" = 100'
DRAWN BY: JMR
CHECKED BY: BAE

Prepared for VDOT by
Randy A. Shivers, L.S.
10841 Rockledge Hwy
Manassas, VA 20108
(703) 889-3200



PLAT SHOWING
PROPOSED RIGHT OF WAY TO BE CONVEYED TO
CITY OF STAUNTON, VIRGINIA

PROPERTY OF INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE CITY OF STAUNTON, VIRGINIA
Parcel ID # 12411
Parcel ID # 12412
Parcel ID # 10148
Parcel ID # 12412



PARCEL 10148
SHEET 1 OF 2

POWER LINE EASEMENT

THIS DEED OF EASEMENT, made this _____ day of _____, 20 21, between _____, "Grantor" and SHENANDOAH VALLEY ELECTRIC COOPERATIVE, a Virginia utility consumer services cooperative, "Grantee".

WITNESSETH:

That for good and valuable consideration, the receipt whereof is hereby acknowledged, Grantor grants unto Grantee, its successors and assigns, the right, privilege, and easement to construct, extend for future requirements of Grantor and to other properties, operate, and maintain overhead and underground electric and other utility service lines, conduits and cables with accessories and appurtenances for transmitting and distributing electric power and for other utility services, over, under, through, upon, above and across the lands of Grantor containing 17.12 acres, more or less, identified by Tax Map#: 9533 within the town/city of Staunton in Augusta County, Virginia within _____ Magisterial District, the specific location of which easement is shown on the attached plat or sketch, Work Order#: 202057 Location#: _____ or if none, the center line shall be located and fixed where the lines, conduits, and cables are actually constructed. Grantee shall have the right to license, permit, or otherwise agree to the joint use or occupancy of any trench and related underground facilities, by any other person, association, or corporation.

The facilities erected hereunder shall remain the property of Grantee, removable at the option of Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, improve, relocate on the easement above described, including but not limited to the airspace above the property controlled by Grantor, and make such changes, alterations, substitutions, additions to or extensions of its facilities as Cooperative may from time to time deem advisable, including the right to increase or decrease the number of poles, wires, conduits, cables, handholes, connection boxes, transformers, and transformer enclosures.

For the purpose of exercising its rights hereunder, Grantee further shall have the right of access to the easement over the lands adjacent to the easement or lying between public or private roads and the easement, in such manner as shall occasion the least practicable damage and inconvenience to Grantor.

Grantee shall repair damage it causes to roads which would not have been similarly damaged by Grantor or Grantor's contractors during any construction project on lands served by the line or system. Grantee shall repair damage it causes to fences or other improvements and shall pay Grantor for any other damage it causes in the exercise of its rights hereunder, including its right of access; provided Grantor gives written notice thereof to Grantee within thirty days after any damage occurs.

Grantee shall have the right to cut, trim, and control the growth, by machinery or otherwise, of trees, limbs, undergrowth and shrubbery located within +/- 10 feet of the center line of said easement, or that may interfere with or threaten to endanger the operation and maintenance of said line or system. All trees and limbs cut by Grantee at any time shall remain the property of Grantor. Grantor covenants that it will keep the easement clear of all buildings, structures, or other obstructions.

Grantor covenants that it is seized of and has the right to convey the said easement, rights and privileges; that Grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that Grantor shall execute such further assurances thereof as may be required.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

WITNESS the following signatures and seals.

_____(SEAL) _____(SEAL)
_____(SEAL) _____(SEAL)

STATE OF _____

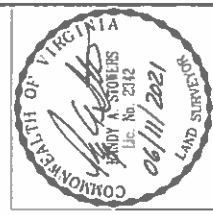
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by _____, Grantor(s).

My commission expires _____.

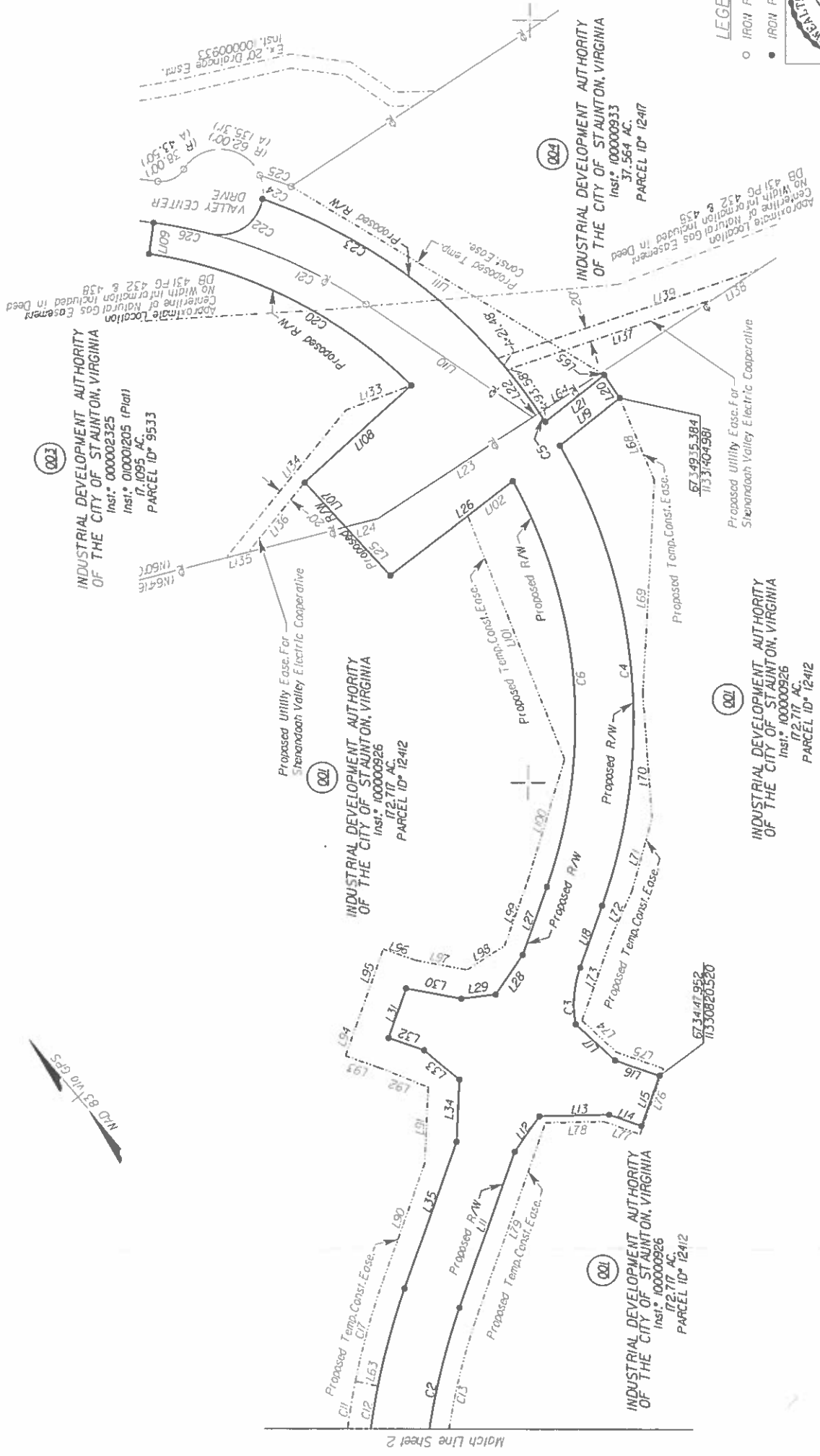
Notary Public Registration#

Rice Associates
Manassas, Virginia
LAND SURVEYOR



LEGEND

- IRON PIN FOUND
- IRON PIN SET



Match Line Sheet 2

POWER LINE EASEMENT

THIS DEED OF EASEMENT, made this _____ day of _____, 20 21, between
Economic Dev Auth of the City of Staunton, "Grantor"
and SHENANDOAH VALLEY ELECTRIC COOPERATIVE, a Virginia utility consumer services cooperative, "Grantee".

WITNESSETH:

That for good and valuable consideration, the receipt whereof is hereby acknowledged, Grantor grants unto Grantee, its successors and assigns, the right, privilege, and easement to construct, extend for future requirements of Grantor and to other properties, operate, and maintain overhead and underground electric and other utility service lines, conduits and cables with accessories and appurtenances for transmitting and distributing electric power and for other utility services, over, under, through, upon, above and across the lands of Grantor containing 37.56 acres, more or less, identified by Tax Map#: 12417 within the town/city of Staunton in Augusta County, Virginia within _____ Magisterial District, the specific location of which easement is shown on the attached plat or sketch, Work Order#: 202057 Location#: _____ or if none, the center line shall be located and fixed where the lines, conduits, and cables are actually constructed. Grantee shall have the right to license, permit, or otherwise agree to the joint use or occupancy of any trench and related underground facilities, by any other person, association, or corporation.

The facilities erected hereunder shall remain the property of Grantee, removable at the option of Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, improve, relocate on the easement above described, including but not limited to the airspace above the property controlled by Grantor, and make such changes, alterations, substitutions, additions to or extensions of its facilities as Cooperative may from time to time deem advisable, including the right to increase or decrease the number of poles, wires, conduits, cables, handholes, connection boxes, transformers, and transformer enclosures.

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WITNESS the following signatures and seals.

_____(SEAL) _____(SEAL)
_____(SEAL) _____(SEAL)

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by _____, Grantor(s).

My commission expires _____.

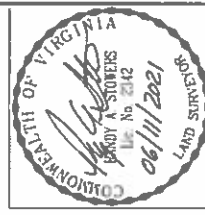
Notary Public

Registration#

**PLAT SHOWING
PROPOSED RIGHT OF WAY TO BE CONVEYED TO
CITY OF STAUNTON, VIRGINIA**

**PROPERTY OF INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE CITY OF STAUNTON, VIRGINIA**
PID 2411 & PID 12412 - Inst # 100000926
PID 12417 - Inst # 100000933
PID 9513 - Inst # 000002325

Rice Associates
Manassas, Virginia
LAND SURVEYOR



- LEGEND**
- IRON PIN FOUND
 - IRON PIN SET



[PARCEL 001-001]

