Work Session Agenda
Staunton City Council
Rita S. Wilson Council Chambers
February 24, 2022
5:30 p.m.

5:30 p.m.	**1.**	**Consideration of Work Session and Regular Meeting Agendas**
5:35 p.m.	**2.**	**Roll Call**
5:40 p.m.	**3.**	**Closed Meeting for: (i) Discussion Regarding Specific Personnel Matters Involving the Appointment of an Interim City Manager; and (ii) Discussion of the Award of a Public Contract Involving the Expenditure of Public Funds, Which Includes Interviews of Bidders**
7:15 p.m.		**Break**

Regular Meeting Agenda
Staunton City Council
Rita S. Wilson Council Chambers
February 24, 2022
7:30 p.m.

Call to Order

Pledge of Allegiance

Invocation/Moment of Silence—Robertson

Mayor's Report

Additional Items by Members of Council

Approval of Minutes

Special Meeting of February 2, 2022

REGULAR MEETING

A. **Public Hearing and Consideration of Franchise Ordinance for Easement for Electrical Facilities at Gardner Spring Pump Station***

B.& C. **Public Hearing and Consideration of an Ordinance to Partially Exempt from Real Estate Taxation by Classification or Designation Property Located at 914 Middlebrook Avenue in the City of Staunton, Virginia and Proposed to be Developed by Middlebrook Trace II VA LLC as Middlebrook Trace II***

Consideration of Authorization of Acting City Manager to Execute and Deliver to Virginia Housing Development Authority a Letter in Support of Allocation of Tax Credits to Middlebrook Trace II VA LLC

D. **Consideration of an Ordinance Correcting Previously Adopted Ordinance 2021-31 with Erroneous Measurements Closing, Vacating, Discontinuing and Abandoning a Portion of Unopened Montgomery Street Located Between 301 Fayette Street (PID 6733) and 522 Stuart Street (PID 933) on the North and 309 Fayette Street (PID 2557) on the South**

E. **Communications and Engagement Update**

F. **Consideration of Resolution for Establishment of Equity and Diversity Commission**

G. **Consideration of Virginia Department of Transportation Blanket Resolution for Signature Authority and Funding Commitments**

H. **Consideration of Lease Agreement between the Shenandoah Valley Juvenile Center and the City of Staunton**

I. **Appointment and Employment of City Clerk**

Matters from the Acting City Manager

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 Grants Update

Per **Council Procedure Memorandum No. 5**, **Grant Applications**, grants that do not require City funds or property to be contributed as a matching share do not require City Council approval. However, Council's procedure requires that the City Manager report all such grants to Council no later than the second meeting of City Council following their approval and submittal by the City Manager. Recently approved and submitted grants include:

Blue Ridge Court Services: The Virginia Department of Criminal Justice Services is accepting applications for Fiscal Year 2023 from local units of government currently funded for the Comprehensive Community Corrections Act for Local-Responsible Offenders and the Pretrial Services Act. This grant funding provides local probation and pretrial services to the localities of Staunton, Waynesboro, Augusta County, Highland, Rockbridge, Lexington and Buena Vista. We serve approximately 2,300 clients each year.

Grant Amount: $862,051 (No match required)
Application Due Date: Friday, April 1, 2022, 5:00 p.m.

CITY COUNCIL **AGENDA BRIEFING**

Staunton, Virginia

Meeting Date:	**February 24, 2022**	**City Council**
Item #	**1**	
Department:	**City Council**	
Alignment with Staunton Plan (Value/Strategic Area):	**Values: Integrity Engagement**	
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 __________].

Acting City Manager: Leslie Beauregard

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Staunton City Council
Rita S. Wilson Council Chambers
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Matters from the Acting City Manager

Matters from the Public*

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Grant Amount: $862,051 (No match required)
Application Due Date: Friday, April 1, 2022, 5:00 p.m.

CITY COUNCIL **AGENDA BRIEFING**

Staunton, Virginia

Meeting Date:	**February 24, 2022**	**City Council**
Item #	**3**	
Department:	**City Council**	
Alignment with Staunton Plan (Value/Strategic Area):	**Value: Excellence** **Strategic Area: Responsive, Efficient Government**	
Subject:	**Closed Meeting for: (i) Discussion Regarding Specific Personnel Matters Involving the Appointment of an Interim City Manager; and (ii) Discussion of the Award of a Public Contract Involving the Expenditure of Public Funds, Which Includes Interviews of Bidders**	

Suggested Motion: I move to enter a closed meeting for: (i) discussion regarding specific personnel matters involving the appointment of an Interim City Manager, pursuant to Virginia Code § 2.2-3711(A)(1); and (ii) discussion of the award of a public contract to provide services for the City Manager search involving the expenditure of public funds, which includes interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position of the City, pursuant to Virginia Code § 2.2-3711(A)(29).

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.

Acting City Manager: Leslie Beauregard

City Council
WORK SESSION
February 2, 2022
5:00 p.m.

Council Members Present: Mayor Oakes, Vice Mayor Robertson, Council Members Darby, and Holmes. Council Members Dull and Mead participated remotely. Mr. Claffey was absent.

<u>Mayor Oakes called the meeting to order</u>: Mayor Oakes called the meeting of Staunton City Council to order.

Mayor Oakes stated, "On February 1, 2022, I received a request from Councilor Mead to participate remotely in the February 2, 2022 Staunton City Council special called meeting due to a family member's temporary 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 February 2, 2022 Staunton City Council special called meeting due to a temporary medical condition."

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

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

Mayor Oakes stated, "On February 1, 2022, I received a request from Councilor Dull to participate remotely in the February 2, 2022 Staunton City Council special called meeting due to a family member's medical condition that prevents her physical attendance at the meeting. I will now entertain a motion to allow Councilor Dull'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 Dull to remotely participate in the February 2, 2022 Staunton City Council special called meeting due to a temporary medical condition."

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

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

Mayor Oakes asked Councilor Dull to state the location from which she was participating. Ms. Dull responded that she was at 1003 East Beverley Street, Staunton, Virginia. Mayor Oakes asked Council and the audience if they could hear Councilor Dull. The response was affirmative.

1. Budget Discussion

Acting City Manager Leslie Beauregard stated Council was going to briefly look at the CIP again and learn more about how staff is developing the FY2023 budget, including what some of the big issues are. Staff is looking for input and feedback as they continue the balancing process. The budget will be proposed to Council on March 24. Ms. Beauregard also stated that Chief Finance Officer Phil Trayer will be handling the bulk of the presentation, Chief Human Resources Officer John Venn is in attendance to discuss personnel issues, and quite a few members of staff are available to answer questions throughout the presentation.

Mr. Trayer stated that although each budget year stands on its own, staff thinks it is important to review and understand the prior year's budget process. The FY2022 Budget was passed on April 22, 2021 in the amount of $131,176,865. The City portion of the budget, including proprietary funds, totaled $90,661,000. General Fund Revenues for FY2022 totaled $61,753,974 which was $5.4M above FY2021. Mr. Trayer reminded City Council that the FY2021 recommended budget was fully prepared, but within a week of the presentation, the state government declared a state of emergency and shut down all non-essential businesses. The budget was immediately reviewed and major funding sources of sales, meals, and licenses taxes were reduced by 25% in anticipation of an extended shutdown period. The City's reductions were closely aligned with projections provided by Jim Regimbal. As the FY2022 budget was being developed, the economy was still feeling the economic effects of the pandemic. Also taken into consideration was the scheduled reduction of enhanced unemployment benefits in September 2021. Of the additional $5.4M budget in FY2022 $1.2M was budgeted from the designated fund balance, which at the time completely depleted the City's designated reserves. During the FY2021 budget process, the school transfer reduction was originally projected at $1,895,000, but ended up at $1,805,590.

Two major factors have significantly impacted expenses in recent budget cycles. (1) Development agreements. Businesses associated with the economic development agreements are outperforming budget expectations and are commanding an increase in sales, meals and lodging tax revenue, thus driving increased economic development expenditures. (2) Cost of outside agencies, specifically the Middle River Regional Jail. Initial FY2023 budget projections for MRRJ have the City absorbing an additional $307,000 in expenditures above and beyond the FY2022 Budget. The initial budget estimate for the Juvenile Detention Center could increase an additional $105,000 and if they lose federal funds, it could rise as much as $541,000 over FY2022 budget levels. That is a potential $850,000 increase associated with just two outside agencies.

Major Revenue Sources

- Meals Tax through November, up $433K and are projecting to finish at $850K above budget projections.
- Sales Tax through October are up $147K and are trending $500K above budget projections.
- Lodging Tax through November are up $227K and $377K above budget projections.
- Real Estate, Personal Property Tax and Business Occupational are all set to meet budget projections.

Outside agency obligations have risen by $1.4M over the last five years. Middle River Regional Jail accounted for 92% of this amount and the rise in costs is equivalent to a 6.68 cents real estate tax.

For the past 25 years, the stated goal of the City has been to provide Staunton City Schools with 50% of incremental, year to year revenue, associated with local tax growth. The Schools are prohibited by State law to raise taxes and must lobby their governing body for resources. Given this, a 50/50 share in allocation of increase local revenues appears to be a fair solution. As shared with the Staunton City School Board at their January 4, 2022 meeting, over the last 20 years adjustments of some sort were applied to 17 of those years. There are multiple reasons why a 50/50 split is not always achievable. Mr. Trayer demonstrated that the overall financial picture must be taken into consideration rather than a black and white formula of a 50/50 split, which has historically not occurred for 80% of the time over the last 20 years.

Ms. Mead asked for clarification of what a state categorical and a state non categorical was in terms of revenue variances. Mr. Trayer responded that for the City, state categorical revenue would be funds for streets, police and fire. Non categorical funding would be additional support that is not as fund specific. On the Schools side, state categorical is what the state template is for school systems including SOQ funding, basic aid and some specific funding for special education and things like that.

Mr. Trayer stated that other things to consider were that the Schools increased staffing by 19 positions in 2022 and they budgeted a 5% raise for staff July 1. Conversely, the City added one position to the budget and provided only a 3% increase effective October 1. The Schools budgeted $220K in undesignated fund balances while the City budgeted $1.2M, which exhausted the City's undesignated reserves at the time. Finally, the City needed to budget a negative contingency of $300K in order to balance FY2022.

Mr. Trayer stated that it was important that Staff and Council put into context what the most recent consumer price index means to the citizens of Staunton. There has been an increase over the last 12 months of 7% on food, home costs of 6.3%, gasoline 49.6%, fuel oil 41%, electricity 6.3%, natural gas services, 24.1%, used vehicles 37.3%. Property Taxes have increased, apparel has gone up 5.8% and shelter 4.1%. When creating the budget staff takes into consideration the operations of both the City and the Schools and the impact to Staunton citizens.

Ms. Mead asked why the budget for the Middle River Regional Jail has doubled over the past five years. She is aware that the population has not grown that much, so why the increase in budget. Mr. Trayer replied that a number of positions were added over the last few years and that bed rental expenditures had significantly increased. MRRJ has increased staffing because they were unsatisfied with their fiscal agent, which led to at least $500K in software and positions in both Human Resources and Finance. The jail will also be adding some nursing positions in anticipation of an expansion in their health facility.

Ms. Mead asked if the added positions were mandated by the State or just a decision made by MRRJ's administration. Mr. Trayer responded that it was a combination of both. They were awarded additional deputy positions by the Comp Board, but he is unsure if that was mandated. Mr. Trayer stated that the additional administration positions were not necessarily mandated.

Vice Mayor Robertson asked who was the current fiscal agent for the jail. Mr. Trayer replied that Augusta County was the fiscal agent for the Middle River Regional Jail.

Mr. Holmes asked how many of the State inmates are at MRRJ and is the jail still doing work release. Mr. Trayer responded that roughly 30% of the population are State inmates. The jail is reluctant to begin the work release program again, because they only have one pod that can be used for quarantining and those on release would be more susceptible to infection since they were going in and out of the jail.

Mayor Oakes asked Mr. Trayer to explain why there was a head-nod vote as far as holding off on the $5M renovations until January 2023. Mr. Trayer stated that the superintendent did not feel comfortable proceeding with the current project as it stands at $16M. He is concerned that he may not have the support of four of the five localities. The Cities of Harrisonburg and Staunton have not changed their stance and are opposed to the renovations. The superintendent would also like to wait and see what happens with the jail reform laws that will take effect July 1.

Human Resources

Mr. Venn stated that from a human resources perspective the City of Staunton should be offering City employees a competitive wages and excellent benefits in a work environment that is engaging, welcoming and meaningful. The City of Staunton should be an employer of choice in the Shenandoah Valley.

Mr. Venn noted that a number of challenges ahead will impact the City's ability to retain and recruit employees:

- National labor shortage
- Inflation
- Minimum wage increase
- Employee morale
- Rising wages
- COVID-19
- Northern Virginia creep

He stated that some of the solutions for these challenges would include targeted and City-wide compensation increases, maintaining affordable health insurance, generous paid leave and paid holidays, and employee engagement. High levels of engagement promote retention of talent, foster loyalty, increase productivity and improve organization performance and values. It is Mr. Venn's hope that they are able to complete an employee engagement survey, as well as a paid compensation study.

Ms. Darby asked for more detail about the COVID-19 leave policy. Mr. Venn stated that the 10-day leave could be for a number of reasons. It could be a family member that an employee is responsible for, a child out of school with childcare closures, etc. The City does require documentation to then provide up to 10 days of paid leave.

Mr. Venn shared that there has been a health insurance increase of 34% that staff has just received. That would be an increase of $900K for the City for a full calendar year. Ms. Mead asked what the cost to employees would be. Mr. Venn responded that the Schools increase would be about $1.2M, with the City at $900K and staff have yet to determine whether the City would absorb the cost or whether any of those increases would be passed on to employees.

Vice Mayor Robertson asked if there was ever a bid process for health insurance. Mr. Venn stated that as part of the Staunton, Augusta, Waynesboro (SAW) Consortium, the City is self-insured. He believes that next year the City is going to bid out for a health insurance carrier. Mr. Holmes stated that if the City passed on the increase to their employees, it was basically a pay decrease. Mr. Venn concurred.

Ms. Darby asked what kind of increase staff had been expecting. Mr. Venn replied that staff had been budgeting anywhere from a 3% to 9% increase. Mr. Trayer stated that it is called a COVID adjustment as prescription costs are skyrocketing and there have been high claims from employees, dependents and spouses that cannot be predicted.

Listed below are additional positions requested by City staff:

- Deputy Fire Marshal, Fire Department: will focus on investigation, education and fire prevention programs, and engine company inspections. Salary and benefits total $104,377.
- Emergency Management Coordinator, Fire Department: will manage the City's emergency management program, the safety and wellness program, grant administration, preparation and reporting. Salary and benefits total $104,377. The City of Staunton is the only locality in the area that does not have a full time Emergency Management Coordinator.
- HUD Housing Coordinator, Economic Development: will oversee the City's HUD program and will coordinate grant funding requests and federal regulations, and overall management of the program. Salary and benefits total $86,450.
- Director of Community Development: will oversee Planning, Building Services, Permits and Property Maintenance, Environmental Program Services (including EPA and DEQ Compliance, erosion and sediment control and stormwater). Salary and benefits total $104,377.
- Maintenance Worker, Parks and Recreation: will help offset the impact of losing inmate labor. Salary and benefits total $39,900.
- Vehicle Mechanic, Public Works: will maintain fleet of City vehicles. Salary and benefits total $56,181.

Ms. Mead asked is the reason for requesting the HUD Housing Coordinator position was so that the City could spend less money on outside consultants and do the grant and administrative work in house. Director of Community and Economic Development Billy Vaughn replied that having a housing coordinator would help oversee the City's HUD programs that he is currently handling. They would also be available to oversee other grants that the City applies for. The position would eventually reduce the amount of money spent on consultants. Mr. Vaughn stated that the consultants work with the City throughout the whole process of the HUD funding cycles. Ms. Darby asked if the grant award covered the cost of the consultants. Mr. Vaughn replied that the City can use up to 20% of the funds that come from HUD annually for administration, roughly $70,000.

Ms. Mead stated that the recognized need for the Director of Community Development position came out of the Council Retreat and that there seemed to be unanimous support for developing this position so that Economic Development efforts did not have to be divided between Economic Development and Community Development. Mr. Vaughn stated that was correct and that he currently oversees those responsibilities.

Mr. Holmes stated that the City needs more staff at Public Works. Vice Mayor Robertson asked if Public Works still had significant open jobs. Director of Public Works Jeff Johnston replied that staff is certainly low and although they have had luck in refuse, there used to be 11 people on the utility field crew, now there are only two. However, Mr. Johnston believes that is a recruitment issue. Staff think that they will be able to fill the mechanic position and will be able to bring outsourced jobs back into the department. Ms. Darby asked if the position would be one that could be shared between the Schools and the City. He replied that the job position is designed for City workload and that he did not think the position would be able to include the Schools workload as well.

Mr. Venn shared that there are some department and positions that Human Resources needs to focus on, for example, teachers, fireman, police and public works are all positions that are difficult to attract.

Staunton Plan

Ms. Beauregard stated that there are two strategic areas that came up in the Council Retreat that staff hope to have added into the budget for FY2023:

- The West End: Development of a Small Area Plan to define the vision of the West End. Estimated cost is in the range of $50K to $100K and is not included in the budget at this time.
- Built Environment: Streetscape Plan, found on page 41 of the CIP. Projects are not yet scheduled or funded, but will be around $24.2M.

FY2022 – FY2026 CIP

The City's five-year CIP totals $108,321,981 and is broken out among six different funds:

- General Fund – $61,661,481
- Schools – $9,625,000
- Water Fund – $22,623,000
- Sewer Fund – $8,794,500
- Stormwater Fund – $4,590,000
- Parking Fund – $1,388,000

Updates and Changes to the Plan

- Bessie Weller Safe Route to School, projected cost updated to $527,272
- Richmond Road/Statler Boulevard, projected cost updated to $934,970
- Staunton Crossing Road Extension, project cost updated to $8,781,224

Stormwater Fund

Staff has reprioritized projects in order to provide the City with maximum impact on stormwater mitigations, as well as reducing runoff contamination. Additional projects include:

- Installation of rain gauges – $40,000
- Bio Detention Pond, Garland Drive to Hickory Street – $900,000
- Men's Green Thumb Park – $50,000
- Gypsy Hill Stream Restoration – $1,200,000
- Villages-Asylum Creek Stream Restoration – $1,400,000
- Staunton High School Stream Restoration – $1,000,000

The Stormwater Fund section of the final version of the CIP in the unfunded and unscheduled has been reduced for the most part and only mandated projects remain on that list. They are two flood study related projects and consist of an estimated $300,000 for flood shield and $650,000 for tunnel design, maintenance and repair modifications. These two projects are potential candidates for ARPA funding.

Ms. Mead stated that she thought the Garland Drive to Hickory Street Bio Detention Pond project would be used in an effort to mitigate flooding of Gypsy Hill Park, Lewis Street and Central Avenue, and the pond would divert water that is now inundating that area of town. She is strongly in support of that project. Environmental Programs Administrator Pete Kesecker stated that Ms. Mead was correct and that the project would also include repairing of storm drains and exposed sewer pipes in that area.

Water Fund

There are $22.3M in water fund projects including the Shutterlee Mill tank repair, the Clearwell tank repair and the Fluoride tank repair. These projects have been pushed back a year due to staffing turnover and shortages. Other projects such as the Gardner Spring project has remained on course and the design for the pump replacement and pump station relocation is current at the 90% level. Staff anticipate applying for permits soon. Staff have added a water line upgrade in the eastern sector of the City, contingent upon grant funding from the State. Still on the schedule is Phase 1 of the North River pipeline replacement of $6.5M, plus $500K in design fees. Staff will begin design work on that project at the start of FY2023. A change to the unfunded list is the Uniontown Water installation and is a potential ARPA funding candidate.

Sewer Fund

The Sewer Fund predominantly just reshuffled projects, again due to staff turnover and shortages. Additions to the project list are a sewer line upgrade in the eastern sector of the City for $5M, continent upon grant funding from the State of 75%. The Lewis Creek sewer upgrade has been moved from unfunded, unscheduled to FY2026. Changes to the unfunded, unscheduled adds the Uniontown sewer installation and is a possible ARPA funding candidate.

Ms. Mead asked if the $2M project to update the Lewis Creek sewer line was needed in order to provide for the new apartments that are to be built on Middlebrook. Director of Public Works Jeff Johnston replied that the project was part of a systemic replacement of the Lewis Creek sewer line. It is a continuation of the replacement work that is being done on Commerce. City Engineer Lyle Hartt stated that the Lewis Creek sewer line provides service to the majority of the City. The continuation of the upgrade will help reduce overflows upstream. Also, access is not the best for staff since the sewer line is on the creek, so the upgrade will help mitigate those issues.

Vice Mayor Robertson asked when the Staunton Dam pipeline replacement was going to begin. Mr. Johnston replied that the pipeline that comes from Staunton Dam goes through a mountain. There is a tunnel where the pipe runs and at this point the tunnel has collapsed. However, staff can measure the pressure differential on both ends of that pipe so they know the pipe is fine. They do need to reestablish the tunnel so that there can be good maintenance access. And, eventually the 100-year-old pipe is going to need to be replaced.

Mr. Holmes noted that there had been a number of problems over the years in the Greenville Avenue area and he wondered if the issues were water or sewer. Mr. Johnston replied that those problems were a water issue.

Parking Fund

Mr. Trayer said that no new projects were added to the list, but rather rescheduling of projects due to turnover and shortages and staffing. The City does have a credit card merchant processor under contract. Staff needed to make sure any parking equipment that would be implemented would be compatible with the processor. An RFP will be going out soon for parking technology that is suitable for Staunton.

Ms. Mead asked if the upgrades will result in a reduction in staff required to operate and control parking. Mr. Trayer replied that would depend on the equipment that is purchased, but that the City is looking for 24-hour access. That would impact some staffing. He also noted that the City probably captures 10% of parking violations, so it is possible that one or two of the employees could be repurposed there. Staff will help repurpose the parking staff into an employable position within the City.

Mr. Holmes asked what kind of revenue the City got from parking. Mr. Trayer replied that he did not have the exact figures but that the City is certainly capturing enough revenue. It varies per lot and garage, but the New Street Garage is the most lucrative, followed by the Wharf and then the Johnson Street. What the City takes in covers staff wages and debt service. Staff are hoping to generate enough additional funding to build reserve balances so that the City will not have to incur debt services to do repairs.

Mayor Oakes asked how many parking attendants were on staff. Mr. Trayer replied that the City currently employees five attendants.

American Rescue Plan Act

The City of Staunton is scheduled to receive ARPA in the amount of $12.9M. Fifty percent of this allocation was received in May 2021. At the October 28, 2021 Council Meeting staff recommended Council consider a split between investments in capital projects and investments in community outreach programs of 80%/20% for the first installment. The split equates to $5.2M to address capital projects which traditionally are funded by fund balance carryover and/or debt issuance and $1.3M in community outreach support. Staff wish to confirm Council intentions on the first allocation of funds and provide some guidance on the second allotment which is expected to be received in May 2022.

Final guidance from the Treasury Department includes:

- $10M declaration of Loss of Revenue funding without calculations.
- Independent calculations can be performed on both a calendar year or a fiscal year
- The growth adjustment rate has been increased from 4.1% to 5.2%.
- Initial Revenue Loss calculations under the final rule shows Staunton in a position to fully utilize funds under this provision.
- The City is required to spend these funds on traditional Government Services, which includes infrastructure projects, public safety, environment remediates, health services and general government administration.

Mr. Trayer presented a list of projects that staff had proposed for ARPA funding that totals $25.3M. One project that is already scheduled within the CIP and does have ARPA as a partial funding source is the Emergency Radio project. That project is established with $2M in funding. Other scheduled projects appearing in the CIP include:

- Gypsy Hill Bathroom replacement, $700K
- Fire Apparatus, $1.6M
- Moxie Stadium Renovation, $1.5M
- Gypsy Hill Park Practice Field Lights, $250K
- Gypsy Hill Park Pool Clubhouse, $750K
- Greenville Avenue Entryway, $2.5M
- Flood Shields, $300K
- Tunnel Repair and Maintenance Design, $650K
- Uniontown Water, $2.2M
- Uniontown Sewer, $2.9M

There are two projects currently scheduled with debt service. Those projects are the Gardner Spring Water Pump for $6.9M and the Phase 1 design of the North River Pipeline Study for $500K.

Mr. Trayer stated that ARPA funds have to be encumbered by December 31, 2024 and spent by December 31, 2026.

Additional requests include $1.4M to replace additional fire apparatus that are 24 and 25 years old an additional refuse vehicle. Senior Planner Rodney Rhodes has also been working with VDOT to get recommendations for potential safety improvements at intersections throughout the City.

Ms. Dull asked if the VDOT intersections project was a SMART Scale project. Mr. Rhodes replied that it was not a SMART Scale project. Currently staff are reviewing the VDOT recommendations that show options at 10 different intersections that the City could consider to improve safety and also multimodal access and use of those intersections and streets. Eight of the sites are downtown and the other two are in the West End. Ms. Dull asked if that included accessible features. Mr. Rhodes stated that there are a multitude of options including pedestrian signals that allow improvement in crosswalks, and repurposing of pavement for potential bike lanes.

Ms. Dull stated that she is in favor of funding Uniontown Water and Sewer and Gardner Springs projects. She asked if the flood shields and tunnel repair and maintenance design were part of the study that had been done. Building Official and Floodplain Administrator John Glover replied that they were a part of the flood mitigation strategy presented in August 2021. Mr. Glover stated that the shields could be tied into the rain gauge system that as been funded this year. Ms. Dull stated that she is also in favor of funding the Emergency Radio project, fix the Gypsy Hill Park bathrooms and the flood shields, design of the tunnel and an additional refuse vehicle.

Ms. Mead asked for more information about the Gypsy Hill Park Pool Clubhouse renovation project. Director of Parks and Recreation Chris Tuttle responded that the project request is to remodel the restrooms and the lower level of the pool house to make the space usable. Basically, an overall improvement to the facility.

Vice Mayor Robertson asked for clarification on the 80%/20% split. Ms. Beauregard replied that staff received the results from the ARPA survey a few weeks ago and they are still absorbing the data to present it to Council. She and Mr. Trayer ask that Council direct staff on projects for the 80% capital portion. Vice Mayor Robertson said that he is agreement about the Emergency Radio and asked Fire Chief Garber to provide more details about the additional request for an apparatus. Chief Garber stated that due to lack of funding, the department is two vehicles behind in their purchasing plan. The additional request of $1.4M would alleviate any purchases for eight years. The Vice Mayor stated he would be in favor of that as well as the Emergency Radio Project, the Uniontown projects, flood shields and a refuse vehicle.

Ms. Mead stated that she wanted to see the results from the survey before she could make a decision about spending funds.

Mr. Holmes asked for more details on the Moxie Stadium renovation project. Mr. Tuttle stated that the field was built in the 1940s, so the dugouts were designed for teams from the 1940s. Current valley league teams and high school teams have 20 to 25 kids on their rosters, so they do not fit in the dugout. There needs to be an overhaul to the bleachers and seating areas, the field itself, the dugouts and the press box. Vice Mayor Robertson interjected and said that the Mary Baldwin baseball students told him that the outfield is too short for college standards. Mr. Tuttle concurred. Mr. Holmes stated that he was in favor of funding the Emergency Radio project, the Gypsy Hill Park bathrooms, the Gypsy Hill Park Pool Clubhouse, flood shields and the Uniontown water and sewer projects.

Ms. Darby stated that she would like to fund the Fire apparatus, the Emergency Radio Project, the Uniontown water and sewer projects, and the tunnel repair and maintenance design.

Ms. Dull opined that both the flood shields and the tunnel repair and maintenance design are important. She also asked if there were any other general ARPA funds that can be applied for, or funds from the Infrastructure Bill. Mr. Trayer stated that the Infrastructure Bill is not going to be out for competition for at least another year and Ms. Beauregard stated that staff are looking for any additional funding sources for projects.

Mayor Oakes stated that she would like to give the list of projects some additional thought, but that she is in favor of funding the Gypsy Hill Park bathrooms, the Emergency Radio Project, the additional Fire apparatus, Uniontown water and sewer, and the Gardner Springs water pump.

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

____

Morgan C. Smith
Interim Clerk of Council

CITY COUNCIL

AGENDA BRIEFING

Staunton, Virginia

<table>
<tr><td>Meeting Date:</td><td>February 24, 2022</td><td rowspan="3">Staff Members:

Jeff Johnston
Lyle Hartt</td></tr>
<tr><td>Item #</td><td>A</td></tr>
<tr><td>Department:</td><td>Public Works
Engineering</td></tr>
<tr><td>Alignment with Staunton Plan (Value/Strategic Area):</td><td colspan="2">Value: Excellence

Strategic Areas: Infrastructure
Built Environment</td></tr>
<tr><td>Subject:</td><td colspan="2">Public Hearing and Consideration of Franchise Ordinance for Easement for Electrical Facilities at Gardner Spring Pump Station</td></tr>
</table>

Background: The Gardner Spring Pump Station improvements project is currently under design. The project, once constructed, will effectively replace the existing pump station, which was originally constructed in the 1940's. Gardner Spring is the City's primary raw water source, and the new pump station facility will provide much-needed increased reliability, resilience, and efficiency for this critical water supply.

To accommodate the improvements, a new electrical easement will be needed. Virginia Electric Power Company (DBA Dominion Energy Virginia) has requested to place electrical equipment and other facilities across City-owned property located in the County of Augusta at 230 Hundley Distillery Road, which is the address of the current pump station. A copy of the deed to the property is attached as Exhibit A of the ordinance (Attachment 1). The proposed easement extends across the front of the property approximately 200' in length and 15' wide.

The City has advertised and solicited bids for a potential 40-year easement to be granted to place electrical equipment and facilities across the City-owned property as described above, and as detailed in the attached draft ordinance (Attachment 1) and right of way agreement form (Attachment 2).

Consistent with the provisions of Virginia Code §§ 15.2-2100 and 15.2-2101, the Mayor will open all bids, read them or a summary aloud, and conduct a public hearing, as properly noticed in *The News Leader* (Attachment 3). If only one bid is received, Council may choose to award the bid; alternatively, if more than one bid is received, Council may take the matter under advisement until the next regular meeting, during which time bids will be further reviewed by staff subsequent to the regular meeting or as otherwise directed by Council. Council could adopt an ordinance, authorizing a franchise to the successful bidder, at the regular meeting or the next scheduled regular meeting.

Attachments:

Attachment 1— Draft Ordinance and Deed from 1935 of City-owned property at 230 Hundley Distillery Road
Attachment 2 — Right of Way Agreement Form from Dominion
Attachment 3 — Notice of Invitation for and Public Opening of Bids and Public Hearing

Acting City Manager's Recommendation: Recommend that the Mayor (i) open all bids received for the easement franchise, (ii) read the bids or a summary of them, (iii) inquire if any other bids are offered, (iv) receive further bids if offered, (v) declare the bidding closed, (vi) conduct a public hearing, and (vii) award the franchise if only one bid is received or, alternatively, if more than one bid is received, take the matter under advisement until Council's next meeting on March 10, 2022.

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

If only one bid is received: I move that City Council adopt the franchise ordinance, as presented, granting to __________________________ a franchise for an easement to place electrical equipment and other facilities across City-owned property located at 230 Hundley Distillery Road, located in the County of Augusta, as set forth in the ordinance and annexed right of way agreement.

If more than one bid is received: I move that Council continue this matter until its March 10, 2022 regular meeting, with staff to review the matter further for any other recommendations to Council to be made at that time when Council may adopt a proposed ordinance to grant the franchise under the conditions reflected in a finalized form of a franchise agreement.

Acting City Manager: Leslie Beauregard

DRAFT 01.27.22

Ordinance No. 2021 - __

AN ORDINANCE

To grant to ____________________, a public service corporation doing business in the Commonwealth of Virginia (SCC#____________________), its successors and assigns, under the Code of Virginia, the right, for the term and upon the conditions stated in this ordinance and incorporated agreement, an easement authorizing the placement and maintenance of its electrical equipment and facilities across 230 Hundley Distiller Road, and for that purpose to use, erect, install, construct, repair, alter, add to, inspect, replace, reconstruct, maintain, or retain within the easement such wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith, or other related property, equipment, or fixtures as may be necessary, useful, or appurtenant to the electrical equipment and facilities, and to provide such services over the electrical equipment and facilities as may be lawfully allowed.

Recitals

A. By deed dated May 14, 1935, ("Deed") and recorded in Deed Book 270 Page 96, in the Clerk's Office of the Circuit Court of the County of Augusta, S.H. Gardner and Katie Gardner and Nettie B. Cook and F.B. Cook conveyed unto the City of Staunton, a municipal corporation of the Commonwealth of Virginia, all of that certain tract or parcel of land, together with all improvements thereon, and all rights, privileges and appurtenances thereunto belonging, situate in Pastures District, Augusta County, Virginia, lying on Middle River, and more particularly described in the Deed, a copy of which is annexed and incorporated by reference (**Exhibit A**).

B. The property houses the Gardner Spring Pump Station which provides water to the City of Staunton;

C. As part of the Gardner Spring Pump Station upgrade project, Virginia Electric and Power Company (DBA Dominion Energy Virginia) has requested a utility easement across a portion of City-owned property located at 230 Hundley Distiller Road, in the form of a Right of Way Agreement (Agreement), annexed and incorporated by reference (**Exhibit B**);

D. Consistent with Chapter II, Section 11, of the City Charter, Staunton City Code § 2.10.190 and the provisions of Virginia Code Sections §§ 15.2-2100, 15.2-2101, the City may grant easements for a period of not longer than forty years;

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

F. This matter was properly advertised once a week for two successive weeks in the Staunton *News Leader* on February 10, 2022 and February 17, 2022;

G. The Staunton City Council, at its February 24, 2022 meeting, conducted an opening of any bid(s);

H. The Staunton City Council conducted a public hearing on February 24, 2022, on the proposed ordinance and Agreement and any bid(s);

I. The provisions of Virginia Code § 15.2-2100 and Staunton City Code § 2.10.180 require a recorded affirmative vote of three-fourths of all the members elected to Council to grant, lease, sell or otherwise dispose of public property;

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that it authorizes the grant and conveyance of the utility easement as contemplated in the proposed Agreement, for a term not to exceed forty years; and

BE IT FURTHER ORDAINED that the City Manager of the City of Staunton, Virginia, is authorized to make minor modifications to the Agreement and to execute such proposed instrument on behalf of the City of Staunton, Virginia, as advised by the City Attorney of the City of Staunton, Virginia, and take all other reasonable actions in exchange for full execution by the other parties and receipt by the City of Staunton, Virginia, in a form satisfactory as determined in the sole discretion of the City Attorney.

Introduced:
Adopted:
Effective Date:

____
Andrea W. Oakes, Mayor

ATTEST:___________________________
Morgan Smith
Interim Clerk of Council

W. Barger & Company, Waynesboro, Virginia. The Grantors covenant that the statutory short form provisions following are incorporated in this deed of trust as a part thereof, namely: (c) exemptions waived, (d) subject to all upon default, and (h) fire insurance required $600.00, for a breach of any one of which said covenants, or for a failure to perform any of the duties and obligations imposed by law, then upon notice, the Trustee shall make sale of the real estate hereby conveyed, pursuant to Section 5167 of Michie's 1930 Code of Virginia, and the Acts amendatory thereof. WITNESS the following signatures and seals.

S. B. Shumate (SEAL)

Viola Shumate (SEAL)

STATE OF VIRGINIA,

COUNTY OF AUGUSTA, To-wit:

I, Miriam E. Mohler, a Notary Public in and for the county of Augusta, in the State of Virginia, do hereby certify that S. B. Shumate and Viola Shumate, his wife, whose names are signed to the foregoing writing, bearing date on the 29th day of May, 1935, have each acknowledged the same before me in my county and state aforesaid. My term of office expires June 29, 1937. Given under my hand this the 29th day of May, 1935.

Miriam E. Mohler,
Notary Public.

VIRGINIA * In the Clerk's Office of the Circuit Court for Augusta County. May 30th, 1935. 9 A. M. The foregoing Deed of Trust from S.B. Shumate & wife to G. H. Branaman, Trustee, was this day presented in the office aforesaid, the State Tax of 72-cents being paid thereon, it is with the certificate of acknowledgement annexed, admitted to record.

TESTE. Harry Burnett ....Clerk.

Examd + Del to E.H. Stockdon for Grantee Dec 11, 1936 Teste: Harry Burnett Clk

(52747) THIS DEED made this 14th day of May, in the year 1935, between S. H. Gardner and S. Katie Gardner, his wife, and Nettie B. Cook and F. B. Cook, her husband, parties of the first part, and City of Staunton, Virginia, a municipal corporation, party of the second part, WITNESSETH: That for and in consideration of the sum of One Thousand Dollars ($1,000.00) cash in hand paid by the said party of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said S. H. Gardner and S. Katie Gardner, his wife, and Nettie B. Cook and F. B. Cook, her husband, do hereby grant and convey, WITH GENERAL WARRANTY OF TITLE, unto the City of Staunton, Virginia, a municipal corporation, all of that certain tract or parcel of land, situate in Pastures District, Augusta County, Virginia, lying on Middle River, adjoining the lands of William Dudley, Joseph Wanger and others, and bounded as follows: BEGINNING at a stone on the N. W. side of the old Hundley Mill road, a corner to Flippo's land and with lines of same S. 47-1/2 E. 5.59 ch. to a large W. O., thence S. 23-1/2 E. 3.31 ch. to a R. O. Snag, thence S. 43-1/2 E. 5.92 ch. to a stone in a line of Jos. Wanger's lands, thence with same N. 47-3/4 E. 3.41 ch. to a stone, thence N. 33-1/4 E. 3.59 ch. to a large W. O. corner to William Dudley's land, thence with same N. 31 E. 3.63 ch. to a post, N. 65-1/2 E. 38.00 ch. to a point at a R. O. Lynn and spruce pointers at a spring, thence as nearly as possible with old calls N. 46 E. 1.50 ch. to a point in Middle River, thence up the river taking in more than half of same

S. 65 W. 10.00 ch. and S. 79 W. 30.00 ch. to a point at south edge of river, thence N. 82 W. 6.25 ch. to a point at upper edge of the Old Hundley Bridge, thence along the west side of the old road S. 49 W. 3.50 ch. and S. 46 W. 3.75 ch. to the Beginning, containing Twenty-seven (27) acres, and being the same land which was conveyed to S. H. Gardner and F. B. Cook by deed from T. N. Wilson and wife, dated September 21, 1929, and duly of record in the clerk's office of Augusta County in D. B. 245, p. 293, and the same land in which the said F. B. Cook subsequently conveyed his one-half undivided interest to Nettie B. Cook by deed dated September 10, 1932, and duly of record in said clerk's office in D. B. 256, p. 107, and reference is here made to both of said deeds and the deeds mentioned in them for a fuller and more particular description of the tract of land hereby conveyed. WITNESS the following signatures and seals.

S. H. Gardner (SEAL)
S. Katie Gardner (SEAL)
Nettie B. Cook (SEAL)
F. B. Cook (SEAL)

$1.00 Revenue Stamp attached to original and cancelled.

COUNTY OF AUGUSTA, to-wit:

I, Anne C. Bosserman, a notary public for the county aforesaid, in the State of Virginia, do hereby certify that S. H. Gardner and S. Katie Gardner, his wife, Nettie B. Cook and F. B. Cook, her husband, whose names are signed to the above writing, bearing date on the 14th day of May, 1935, have each acknowledged the same before me in my county aforesaid. My commission expires July 5, 1936. Given under my hand this 14th day of May, 1935.

Anne C. Bosserman,
Notary Public.

VIRGINIA - In the Clerk's Office of the Circuit Court for Augusta County. May 30, 1935. 4:25 P. M. The foregoing Deed from S. H. Gardner et als to City of Staunton was this day presented in the office aforesaid, and is with the certificate of acknowledgement annexed, admitted to record.

TESTE.....Harry Burnett.........Clerk.

(52748) THIS DEED made this 25th day of May, 1935, by and between H. R. Hamilton and L. M. Hamilton, his wife, of West Augusta, Virginia, parties of the first part, and the United States of America, party of the second part, WITNESSETH: That for and in consideration of the sum of One Hundred Eighty-five Dollars ($185.00), cash in hand paid, the receipt whereof is hereby acknowledged, the parties of the first part do hereby bargain and sell, grant and convey, WITH GENERAL WARRANTY OF TITLE, unto the United States of America and its assigns forever, all that certain tract or parcel of land lying and being in Augusta County, Virginia, on the watershed of Steel Lick Branch and Charlie Lick Branch, tributaries of the Calf Pasture River and covered by the Thomas Douthat 250 acre (1799) grant, and being a part of the same real estate, one-third of which was devised to the parties of the first part by the will of John W. Hamilton, dated September 5, 1918, and recorded in the Clerk's Office of Augusta County, Virginia, in Will Book 67, page 216, and the residue was acquired by the said parties of the first part from W. W. Hamilton and wife by deed dated November 7, 1925, and recorded in the Clerk's Office of Augusta County, Virginia, in Deed Book 230, page 42, and more particularly described by a survey made by the engineers of the U. S. Forest Service

Exam'd + Del
to
H. R. Echols
atty for Grantee
June 10, 1935
Teste:
Harry Burnett
clk.

Dominion Energy

Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this _____ day of____________ , 2022, by and between CITY OF STAUNTON, A MUNICIPAL CORPORATION ("**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**").

W I T N E S S E T H :

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 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; for fiber optic cables, wires, attachments, and other transmission facilities, and all equipment, accessories and appurtenances desirable in connection therewith, for the purpose of transmitting voice, text, data, internet services, and other communications services, including the wires and attachments of third parties; and for lighting purposes; including but not limited to the rights:

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 exclusive easement shall extend FIFTEEN (15) feet in width across the lands of **GRANTOR**; and

1.3 to apportion, lease, or license the voice, text, data, internet service, and other communications rights herein in whole or in part to third parties as may be useful or practical, including the rights to transmit third party data and the right to apportion, lease, or license surplus communications capacity to third parties for the exercise of such rights.

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in County of Augusta, Virginia, as more fully described on Plat(s) Numbered 84-21-0171, 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.

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.

This Document Prepared by Virginia Electric and Power Company and should be returned to: Dominion Energy Virginia, 1719 Hydraulic Road, Charlottesville, VA 22901 .

Initials: ______ ______ ______

DEVID No(s). 84-21-0171

Account No. 035 6B

Form No. 728493-1 (Dec 2021)

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.

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 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: ______ ______ ______

11. **GRANTOR** covenants that it is seized 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 municipal corporation of the Commonwealth of Virginia and that he or she has been duly authorized to execute this easement on behalf of said **GRANTOR**.

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 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 name to be signed hereto by its authorized officer or agent, described below, on the date first above written.

City of Staunton, a Municipal Corporation By: ______________________

Name (print): ______________________

Title: ___________________

State of Virginia
City of Staunton, to-wit:

I,________________________________, a Notary Public in and for the State of Virginia at Large, do

hereby certify that this day personally appeared before me in my jurisdiction aforesaid

___________________,_____________, of the City of Staunton, whose name is signed to the foregoing writing, acknowledged the same before me

this________day of___________________, 2022.

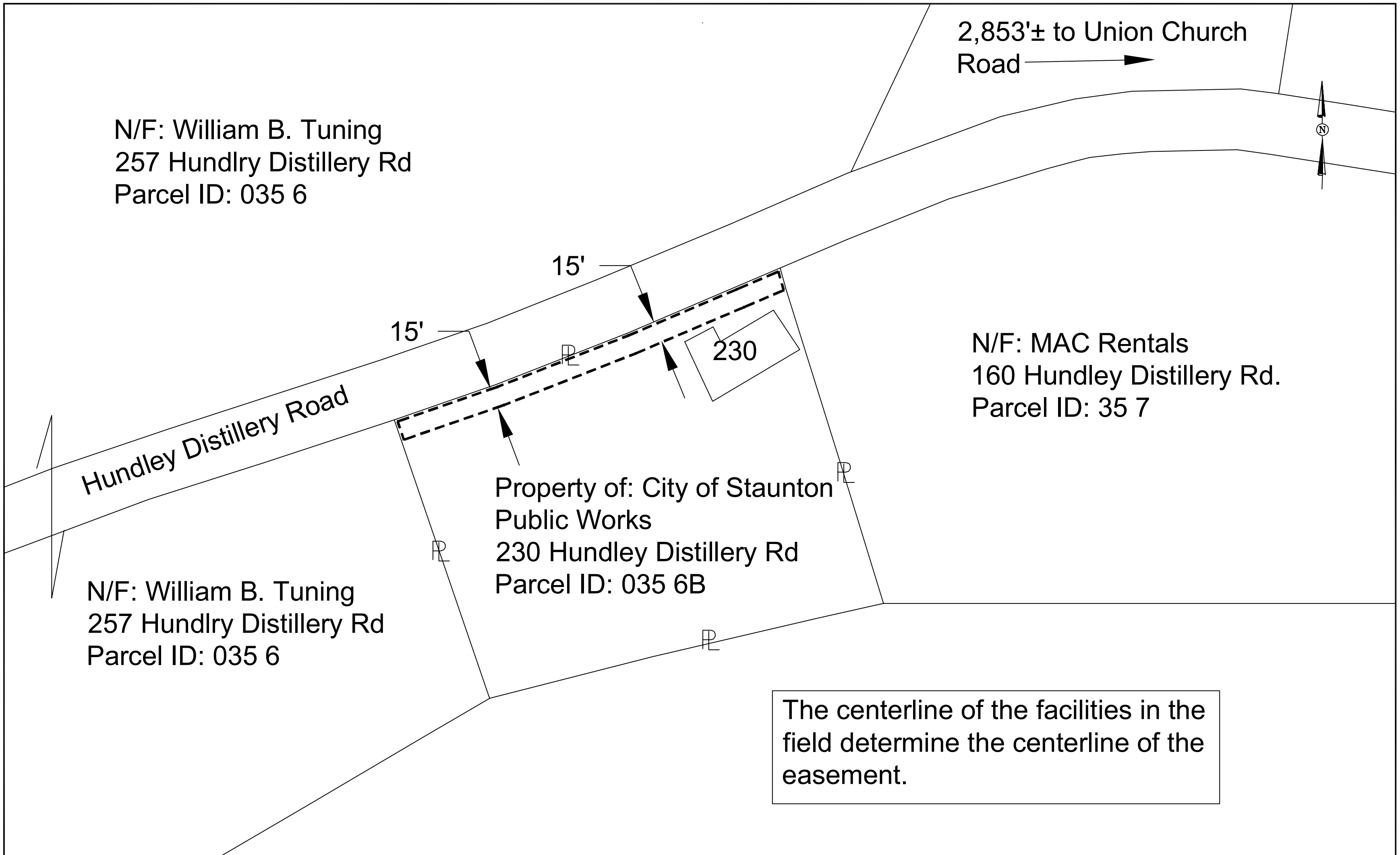
____
Notary Public (print name)

____
Notary Public (signature)

Virginia Notary Reg. No. ______________

My Commission Expires: _____________

place seal here



LEGEND

— — — Location of Boundary Lines of Right-of-Way 15' in Width.

—PL— Indicates Property Line is Right-of-Way Boundary.

District: Western			Scale: NTS
District-Township-Borough: North River	County-City: Augusta	State: VA	
Office: Blue Ridge	Plat Number: 82-21-0171		
Work Request Number: 10468355	Grid Number: F0934		

PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT — UG

VIRGINIA ELECTRIC AND POWER COMPANY doing business as

Dominion Energy Virginia

11/9/21 — J. Bugg — OWNER INITIALS ___________

NOTICE OF INVITATION FOR AND PUBLIC OPENING OF BIDS AND
PUBLIC HEARING FOR GRANT OF
UTILITY EASEMENT ON CITY OWNED PROPERTY
LOCATED IN THE COUNTY OF AUGUSTA
TO PLACE ELECTRICAL EQUIPMENT AND OTHER FACILITIES
ACROSS CITY-OWNED PROPERTY

Notice is hereby given of the invitation for and the receipt and for the opening of bids and public hearing on a potential 40-year easement to be granted by the following referenced ordinance to be considered by the Staunton City Council at its regular meeting, in the Rita S. Wilson Council Chambers on February 24, 2022 at 7:30 p.m. This notice is occasioned by the request of Virginia Electric and Power Company (DBA Dominion Energy Virginia) to be granted a utility easement to place electrical equipment and other facilities across City-owned property located in the County of Augusta at 230 Hundley Distillery Road.

After the Mayor or other presiding officer of City Council receives and opens and reads aloud such bids, the Council will proceed with the continued consideration of the granting of the proposed easement in the mode prescribed by law and will conduct a public hearing.

All bids must be in writing and shall include reference to the City's preferred form of any proposed agreement. All bids must be submitted by not later than 5:00 p.m., local time, February 23, 2022, to the office of the Clerk of Council, 116 W. Beverley St., 1st Floor, Staunton, VA 24401. The right is hereby expressly reserved to reject any and all bids and to proceed as prescribed by law, as may be permitted by law. A descriptive notice of the proposed easement ordinance, including the full text of this advertised notice, includes the foregoing and following:

> To grant to ____________________, a public service corporation doing business in the Commonwealth of Virginia (SCC#____________________), its successors and assigns, under the Code of Virginia, the right, for the term and upon the conditions stated in this ordinance and incorporated agreement, an easement authorizing the placement and maintenance of its electrical equipment and facilities across 230

Hundley Distiller Road, and for that purpose to use, erect, install, construct, repair, alter, add to, inspect, replace, reconstruct, maintain, or retain within the easement such wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith, or other related property, equipment, or fixtures as may be necessary, useful, or appurtenant to the electrical equipment and facilities, and to provide such services over the electrical equipment and facilities as may be lawfully allowed.

The proposed ordinance is authorized by, among other considerations, the Staunton City Charter, Chapter II, Section 11; Staunton City Code § 2.10.190; and by Virginia Code Sections §§ 15.2-2100, 15.2-2101.

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

All persons wishing to be heard at the public hearings are invited to attend. The public may also participate in the public hearings by Zoom, or by phone. Specific instructions to participate by Zoom or by phone can be found at: https://www.ci.staunton.va.us/government/city-council/access-city-council-meetings. Those interested in listening to the meeting may do so via live stream from the City's website or by listening to the public access television Channel (Comcast Channel 7). The public may also provide comments to City Council by (i) emailing the Interim Clerk of Council at: smithmc@ci.staunton.va.us, or (ii) calling 540.332.3812. Voice mail messages are acceptable. Hearing impaired persons desiring to participate in the public hearings should contact the Interim Clerk of Council by email at smithmc@ci.staunton.va.us to request an interpreter.

Morgan C. Smith,
Interim Clerk of Council

Please publish twice on Thursday, February 10, 2022 and Thursday February 17, 2022 as a boxed ad in the classified "Legal Notice" section of the paper.

CITY COUNCIL **AGENDA BRIEFING**

Staunton, VA

Meeting Date:	**February 24, 2022**	**Staff Member:** **Rodney Rhodes**
Item #	**B & C**	
Department:	**Community Development – Planning and Zoning**	
Alignment with Staunton Plan (Value/Strategic Area):	**Value: Inclusiveness** **Strategic Area: Built Environment**	
Subject:	**Public Hearing and Consideration of an Ordinance to Partially Exempt from Real Estate Taxation by Classification or Designation Property Located at 914 Middlebrook Avenue in the City of Staunton, Virginia and Proposed to be Developed by Middlebrook Trace II VA LLC as Middlebrook Trace II** **Consideration of Authorization of Acting City Manager to Execute and Deliver to Virginia Housing Development Authority a Letter in Support of Allocation of Tax Credits to Middlebrook Trace II VA LLC**	

Background: Middlebrook Trace II VA LLC, proposes to develop an 82-unit apartment complex at 914 Middlebrook Avenue that will serve low and moderate income families. This would be the second phase of development on the property. The first phase, also for 82 units, is under administrative site plan review. In March of 2021, City Council adopted an ordinance partially exempting the property from real estate taxation, designated the property as a revitalization area, and authorized the City Manager to send a letter of support of the allocation of tax credits. The current request is for Council to take similar action for phase II of the development.

The site contains 24.34 acres and was rezoned to R-4 High Density Residential Conditional by City Council on December 9, 2021. Multi-family apartments are permitted in the R-4 District with administrative review/approval of a site plan. No further land use approvals are required. The proposed development is within the proffered density (maximum total of 200 units) of the R-4 Conditional District.

As stated in the information submitted to the City, this would be a federal tax credit project with funding received through Virginia Housing (formerly the Virginia Housing Development Authority). In order for the application to be competitive in the upcoming Virginia Housing March 2022 application round, City Council is requested by the developer to adopt a tax abatement ordinance and to authorize the City Manager to transmit a letter to Virginia Housing supporting the project for the allocation of federal housing tax credits.

Tax Abatement Ordinance

Attached as Attachment 3 is a draft tax abatement ordinance for Council's consideration. The developer notes that the adoption of the ordinance will increase the application score by five points, thereby making it more competitive in the upcoming Virginia Housing March 2022 application round. The requested abatement amount is $2,000 a year for a period of three years. The improvements are expected to be valued at $15,800,000. City Assessor Charles Haney, Jr. notes that based on the $15,800,000 hard cost and the City's current tax rate of $0.92/100, the project would be expected to generate additional tax revenue in the amount of $145,000 annually, commencing after project completion.

The need for affordable housing is noted in the *City of Staunton, Virginia Comprehensive Plan 2018-2040* and the City's Consolidated Plan related to the City's designation as an entitlement community for purposes of HUD's Community Development Block Grant Program.

Comprehensive Plan

One of the goals noted in the *City of Staunton, Virginia Comprehensive Plan 2018-2040*, is to "ensure that Staunton's housing stock is an adequate mix to support the citizenry and the City's tax base." One of the objectives under this goal is to "develop a city-wide housing plan to address housing issues such as affordable housing, blighted areas, historic rehabilitation, housing for seniors and the elderly, and housing too concentrated based on income levels." Furthermore, the Comprehensive Plan notes that "economic development depends on housing and creates the need for it. Affordable, quality housing is necessary for maintaining a labor force for employers to access."

Entitlement Community Designation

On February 26, 2019, the Department of Housing and Urban Development designated the City as a new entitlement community starting with the federal fiscal year 2019. Under this program designation, the City receives annual allocations from HUD.

On August 8, 2019, City Council approved the FY 2019-2023 Five-Year Consolidated Plan and FY2019 Annual Action Plan.

The purpose of the Consolidated Plan (CP) is to guide federal funding decisions in the next five years. The CP is guided by three overarching goals that are applied according to a community's needs. The goals are:

- To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, reducing discriminatory barriers, increasing the supply of supportive housing for those with special needs, and transitioning homeless persons and families into housing.

- To provide a suitable living environment through safer, more livable neighborhoods, greater integration of low- and moderate- income residents throughout the City, increased housing opportunities, and reinvestment in deteriorating neighborhoods.

- To expand economic opportunities through more jobs paying self-sufficient wages, homeownership opportunities, development activities that promote long-term community viability, and the empowerment of low- and moderate- income persons to achieve self-sufficiency.

A Housing Needs Assessment was undertaken as part of the Consolidated Plan. The Housing Needs Assessment indicates the following:

> Lower-income households in the City have been greatly impacted by high housing costs, which reduce economic opportunities and access to prosperity. Real incomes in the area have declined while housing costs have risen, resulting in an increase in the need for affordable housing options. Between 2000 and 2015, median income for City residents *declined* by almost a third (29.7%) after adjusting for inflation, while median rent *increased* by 28% and median home values *increased* by 7%.
>
> Median income decreasing while median home values and rents continue to rise contributes to a diminished ability for households to reside in the City. Given an inadequate supply of decent, affordable housing options, the area's lower-income households often face a choice between substandard housing and housing cost burden.
>
> The most significant housing issue identified is cost burden, defined as spending over 30% of household income on housing costs, such as mortgage and rent payments. According to CHAS data, 31.3% of households in the City are cost burdened. Similarly, severe cost burden is defined as spending over 50% of household income on housing. In Staunton, over 15.89% of households are severely cost burdened.

Support Letter

Finally, a support letter, in the form attached as Attachment 4, is requested from the City to Virginia Housing. The purpose of the letter is to communicate the City's support for the allocation of federal housing tax credits requested by the developer for the proposed development.

Attachments:

Attachment 1—Vicinity Map—914 Middlebrook Avenue
Attachment 2—Email from developer requesting tax abatement and letter of support
Attachment 3—Proposed tax abatement ordinance
Attachment 4—Proposed support letter

Recommendation: The need for low and moderate income housing has been well established in various City plans. The proposed tax abatement is negligible in comparison to the expected investment and projected tax revenue. Although the proposed development is not located in an Opportunity Zone or a Qualified Census Tract, any quality affordable housing development on appropriately zoned property benefits the City. Therefore, staff recommends adoption of the proposed tax abatement ordinance and execution and delivery to Virginia Housing of the proposed support letter.

The City Attorney's office notes that once the property is subdivided, Middlebrook Trace II will need to come back before Council to have the exemption for the second phase transferred to the new parcel.

Suggested Motions:

Item B (to be made after public hearing is conducted): I move that City Council, pursuant to Virginia Code § 58.1-3219.4, adopt the proposed ordinance, partially exempting from real estate taxation property located at 914 Middlebrook Avenue in the City of Staunton, Virginia and proposed to be developed by Middlebrook Trace II VA LLC as Middlebrook Trace II, as presented.

Item C: I move that the Acting City Manager be authorized and directed to prepare and send to Virginia Housing a letter, substantially in the form attached as Attachment 4, supporting the allocation of federal housing tax credits requested by the developer for the proposed development, as presented.

Acting City Manager: Leslie Beauregard

Vicinity Map – 914 Middlebrook Ave

From: Jen Surber
Sent: Tuesday, February 1, 2022 8:50 PM
To: Rodney S. Rhodes
Subject: Middlebrook Trace and Middlebrook Trace II

Rodney,
I hope this finds you well. As you know, Middlebrook Trace was funded in the 2021 application round for LIHTCs. We are preparing a new application for this development to request a 10% increase in LIHTCs due to the amount of rock found at the site during geotechnical exploration. Additionally, we are requesting LIHTCs for a second phase of development, Middlebrook Trace II. The revitalization area certification and resolution passed last year will work for both applications, as it is the same piece of property. For the upcoming round, I am requesting the following:

- Tax Abatement Ordinance specifically for the Middlebrook II development (which is identical in number of units (82), unit mix and targeting to phase 1. Abatement in the amount of $2,000 is all that is requested; OR an amendment to the existing ordinance so that it pertains to both phases (I and II)
- New CEO support letters for each property

I understand the next City Council meeting is on 2/24/22 and the application deadline is 3/17, so there is only one regularly scheduled meeting prior to the deadline.
I will follow up with a call tomorrow to discuss with you.
Thank you,
Jen

Ordinance No. 2022-____

AN ORDINANCE TO PARTIALLY EXEMPT FROM REAL ESTATE TAXATION BY CLASSIFICATION OR DESIGNATION PROPERTY LOCATED AT 914 MIDDLEBROOK AVENUE (PID 2896) IN THE CITY OF STAUNTON, VIRGINIA AND PROPROSED TO BE DEVELOPED BY MIDDLEBROOK TRACE II VA LLC AS MIDDLEBROOK TRACE

Recitals

A. Middlebrook Trace VA LLC applied to the Council of the City of Staunton, Virginia, for an ordinance providing it with partial tax exempt status from the City of Staunton on real property taxes relating to the proposed development of 914 Middlebrook Avenue (PID 2896) (Property), and at its regularly scheduled meeting March 11, 2021, City Council adopted Ordinance 2021-08 authorizing the partial tax exempt status. Additionally, Council adopted a resolution designating the Property as a Revitalization Area;

B. Middlebrook Trace II VA LLC (Middlebrook Trace II) has applied to the Council of the City of Staunton, Virginia, for an ordinance providing it with partial tax exempt status from the City of Staunton on real property taxes relating to a proposed second phase of development of the Property;

C. Council desires to support and encourage the development of the Property by enacting an ordinance to provide Middlebrook Trace II with a partial tax exemption from real property taxes;

D. Virginia Code § 58.1-3219.4 authorizes Council to enact such exemptions within the limitations therein prescribed and as may be prescribed by this Council;

E. On __________________, Council held a public hearing in accordance with notice duly and lawfully published in *The News Leader*;

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, pursuant to § 58.1-3219.4 of the Code of Virginia that:

1. The real property located of 914 Middlebrook Avenue (PID 2896) is to be partially exempted, as provided in this ordinance.

2. At a public hearing duly and lawfully held on ____________, pursuant to public notice, the Council examined and considered Middlebrook Trace II's proposal for partial tax exemption.

3. Council hereby finds that:

A. The Property, along with improvements currently located thereon, is assessed at a total of Two Hundred Forty-Three Thousand Nine Hundred Thirty and No/100 Dollars ($243,930.00) for tax year 2021, and the cost of the second phase of proposed improvements for development, as represented by Middlebrook Trace II, is expected to be Fifteen Million Eight Hundred Thousand and No/100 Dollars ($15,800,000.00).

B. The real property taxes that were paid by the Property's owner for tax year 2021, were Two Thousand Three Hundred Seventeen and 34/100 Dollars ($2,317.34). The increase in value attributable to the second phase of proposed improvements for development could result in an increase of the amount of total tax on the Property in the amount of One Hundred Forty-Six Thousand Nine Hundred Forty and No/100 Dollars ($146,940.00).

C. Middlebrook Trace II is an organization that proposes to develop housing structures for historically underprivileged residents of the City of Staunton, and nearby areas. The proposed development of the Property will serve the City of Staunton, and its residents, as an affordable housing option. Accordingly, Middlebrook Trace II is eligible for a partial exemption from the assessment of real property taxes as a result of such development under Virginia Code § 58.1-3219.4.

4. Council hereby exempts Middlebrook Trace II from real property taxes assessed against the Property in the total amount of Two Thousand and No/100 Dollars ($2,000) annually for a period of three (3) tax years from the date of final completion of the second phase of such development, but in no event shall the exemption continue for more than five (5) tax years from the effective date of this ordinance. This exemption is supplementary to and does not replace the exemption granted by Council on March 11, 2021.

5. The cost of the proposed improvements shall be presumed as shown on the building permit application submitted by Middlebrook Trace II.

6. The exemption granted by this ordinance is contingent upon the following:

A. Middlebrook Trace II's acquisition of record title to the Property; and

B. Middlebrook Trace II providing housing predominately for persons with low to moderate income as defined by Virginia Housing.

Introduced:
Adopted:
Effective Date:

____
Andrea W. Oakes, Mayor

ATTEST: ____________________________
Morgan C. Smith
Interim Clerk of Council

Leslie M. Beauregard
Acting City Manager

STAUNTON™
VIRGINIA

BIRTHPLACE OF THE
COUNCIL-MANAGER
FORM OF GOVERNMENT

Office of the City Manager

March 12, 2022

JD Bondurant
Director, LIHTC Programs
Virginia Housing Development
Authority 601 South Belvidere
Street
Richmond, Virginia 23220

VHDA Tracking Number: 2022-C-56
Development Name: Middlebrook Trace II
Name of Owner/Applicant: Middlebrook Trace II VA LLC

Dear Mr. Bondurant:

This letter is provided as expressly authorized and directed by action of Staunton City Council taken at its regular meeting on February 24, 2022. The construction or rehabilitation of the above- named development and the allocation of federal housing tax credits available under IRC Section 42 for such development will help to meet the housing needs and priorities of the City of Staunton. Accordingly, the City of Staunton supports the allocation of federal housing tax credits requested by Middlebrook Trace II VA LLC for this development.

Sincerely,

Leslie M. Beauregard
Acting City Manager

cc: The Honorable Mayor and Members of Staunton City Council
Rodney Rhodes, Senior Planner, City of Staunton

CITY COUNCIL **AGENDA BRIEFING**

Staunton, Virginia

Meeting Date:	**February 24, 2022**	**Staff Members:** **Rodney Rhodes** **Tim Hartless**
Item #	**D**	
Department:	**Community Development — Planning and Zoning**	
Alignment with Staunton Plan (Value/Strategic Area):	**Value: Excellence**	
Subject:	**Consideration of an Ordinance Correcting Previously Adopted Ordinance 2021-31 with Erroneous Measurements Closing, Vacating, Discontinuing and Abandoning a Portion of Unopened Montgomery Street Located Between 301 Fayette Street (PID 6733) and 522 Stuart Street (PID 933) on the North and 309 Fayette Street (PID 2557) on the South**	

Background: On October 14, 2021, City Council conducted a public hearing and considered a request by Barbara Whipple and Paul Kazarov to vacate and abandon undeveloped Montgomery Street located between 301 Fayette Street, 522 Stuart Street, and 309 Fayette Street. Upon concluding the public hearing, Council unanimously adopted an ordinance of vacation. It has subsequently come to staff's attention that the adopted ordinance had an erroneous measurement of the length of the street. The correction has been made in the attached ordinance of vacation.

Analysis: Staff recommends Council's adoption of the revised ordinance of vacation. The revised ordinance doesn't change Council's action of October, 14, 2021, but merely provides a correction to the ordinance for recording purposes.

Attachment: Revised Ordinance

Suggested Motion: I move that City Council adopt the revised ordinance of vacation, as recommended by staff.

Acting City Manager: Leslie Beauregard

DRAFT 2.3.22

Ordinance No. 2022-___

AN ORDINANCE
CORRECTING PREVIOUSLY ADOPTED ORDINANCE 2021-31 WITH ERRONEOUS MEASUREMENTS
CLOSING, VACATING, DISCONTINUING AND ABANDONING A PORTION OF UNOPENED MONTGOMERY STREET
LOCATED BETWEEN 301 FAYETTE STREET (PID 6733) AND 522 STUART STREET (PID 933) ON THE NORTH AND 309 FAYETTE STREET (PID 2557) ON THE SOUTH

Recitals

A. An application for street vacation was filed by Barbara Whipple and Paul Kazarov, pursuant to § 15.2-2006 of the Code of Virginia, 1950, as amended, to have all of that certain portion of the street as hereinafter described, vacated and abandoned by the City of Staunton, Virginia;

B. The subject portion of the street was initially platted in 1870 and was never accepted by the City as part of its public street system;

C. Paul W. Kazarov, Barbara Whipple and Clara A. Kazarov are the owners of 309 Fayette Street, identified as City of Staunton PID 2557, and sought to close the portion of the unopened Montgomery Street located to the north of their property and to the south of 301 Fayette Street, identified of City of Staunton PID 6733, and 522 Stuart Street, identified as City of Staunton PID 933, consisting of an area of approximately forty feet (40') in width and one hundred thirty nine and eleven hundredths feet (139.11') in length;

D. At its regular meeting on September 16, 2021, the Planning Commission of the City of Staunton, Virginia, after study and review, properly heard the matter and recommended approval of vacating said portion of the street;

E. This matter was previously properly advertised, heard, and considered, and City Council adopted Ordinance 2021-31 on October 14, 2021, which erroneously noted the portion of the street to be vacated as being only 123.72 feet in length, omitting a 15.39 feet portion of the street. This ordinance seeks to correct that error, recognizing that the intent was to vacate the entire 139.11 feet lengthwise portion of the street;

F. The requirements of § 15.2-2006 of the Code of Virginia have been met along with those of § 15.2-2204 of the Code of Virginia;

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton**,** Virginia, that the City hereby **CLOSES**, **VACATES**, **DISCONTINUES** and **ABANDONS** the portion of the street described as follows:

> The portion of a 40 feet wide street running a distance of 139.11 feet adjoining City Tax Map Parcels 2557, 6733 and 933,

with reservation to the City of Staunton of any existing utility lines located in the street, with ownership of the area of the vacated street determined in accordance with applicable law.

Introduced:
Adopted:
Effective Date:

____
Andrea W. Oakes, Mayor

ATTEST:________________________________
Morgan C. Smith,
Interim Clerk of Council

CITY COUNCIL **AGENDA BRIEFING**

Staunton, Virginia

Meeting Date:	**February 24, 2022**	**Staff Member:** **Michelle Bixler**
Item #	**E**	
Department:	**Communications** **City Manager's Office**	
Alignment with Staunton Plan (Value/Strategic Area):	**Value: Excellence** **Engagement** **Strategic Area: Responsive, Efficient Government**	
Subject:	**Communications and Engagement Update**	

Background: Michelle Bixler, Communications Manager, will provide an overview of the City's communications program, challenges identified over the last 11 months and potential strategies.

Acting City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

Acting City Manager: Leslie Beauregard

CITY COUNCIL AGENDA BRIEFING

Staunton, Virginia

<table>
<tr><td>Meeting Date:</td><td>February 24, 2022</td><td rowspan="3">City Council
____
Leslie Beauregard
Acting City Manager</td></tr>
<tr><td>Item #</td><td>F</td></tr>
<tr><td>Department:</td><td>City Council

City Manager’s Office</td></tr>
<tr><td>Alignment with Staunton Plan (Value/Strategic Area):</td><td colspan="2">Value: Inclusion & Equity

Strategic Area: Responsive, Efficient Government Inclusion</td></tr>
<tr><td>Subject:</td><td colspan="2">Consideration of Resolution for Establishment of Equity and Diversity Commission</td></tr>
</table>

Background: At City Council’s meeting on August 12, 2021, after discussion, Council voted to proceed with establishment of a council-appointed commission for equity and diversity. At the September 23, 2021 meeting, Council discussed this commission in more detail including a resolution that would establish a Commission. At this same meeting, Council directed staff to conduct a survey that would provide input prior to the resolution being finalized. And at the October 28, 2021 meeting, Council asked staff to extend the survey until December 31, 2021. And now that those survey results have been received and reviewed, the data will be presented to Council during the meeting, along with recommendations on the establishment of an Equity and Diversity Commission. Staff will be seeking input and feedback from Council in order to finalize the resolution.

At the same time the survey was being conducted, Acting City Manager Leslie Beauregard applied for a Virginia Risk Sharing Association (VRSA) Inclusion Residency Project Grant on behalf of the city. Ms. Beauregard mentioned this grant at the September 23 meeting as being a possible source of funds to help resource the Commission. The city did receive a grant in the amount of $25,000. Staunton was one of two localities to receive a grant, the City of Harrisonburg being the other recipient. The majority of this grant will be used to resource a consultant/facilitator, Dr. Robin Stacia, of Sage Consulting Network, who is working directly with VRSA and the city. She will be virtually present at the meeting to walk through the grant, her role in this process, and other aspects of the Commission as they relate to her work with the city. To learn more about VRSA's Inclusion Residency program, watch this short video at the following link: https://vimeo.com/543174656.

At its February 10, 2022 meeting, the Council discussed the establishment of the Commission including specific items related to the Commission's membership and reporting deadlines. The Council also agreed that the entire Council, rather than the Nominations Committee should review applications for Commission membership.

The Resolution for Council's consideration establishes a Commission membership of between eleven and fifteen individuals. It also establishes December 2022 and December 2023 as the individual dates for the Commission to update Council on its activities and for the Commission to present its final report to Council.

Finally, the Resolution provides that the Acting/Interim City Manager and Dr. Stacia will develop an application for individuals interested in serving on the Commission. The Council will convene as a "Committee of the Whole" to review applicants and to make a recommendation for appointment to the Commission.

Attachment: Proposed Resolution

Acting City Manager's Recommendation: Adopt the proposed resolution to establish an Equity and Diversity Commission with the dates and membership determined by City Council at the February 10, 2022 meeting.

Suggested Motion: I move that City Council adopts the proposed resolution to establish an Equity and Diversity Commission with the dates and membership determined by City Council at the February 10, 2022 meeting.

Acting City Manager: Leslie Beauregard

RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON, VIRGINIA,
TO ESTABLISH AN EQUITY AND DIVERSITY COMMISSION

Recitals

A. The provisions of Virginia Code Section 15.2-1411 and Staunton City Charter, Chapter II, Section 11, Paragraph Twenty-First, authorize the Staunton City Council ("Council") to establish advisory boards and commissions.

B. The Council received a report from the Staunton Branch of the National Association for the Advancement of Colored People at its August 12, 2021 meeting requesting the establishment of an equity and diversity commission.

C. The Council unanimously adopted a motion at its August 12, 2021 meeting to establish the City of Staunton Equity and Diversity Commission ("Commission").

D. This resolution memorializes the establishment of the Commission, as a public body, and outlines the parameters for its membership, function, and expected work product that will benefit Council and the City of Staunton as the City seeks to understand and implement policies, programs, and procedures to address social and racial equity within the City.

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Staunton, Virginia, as follows:

1. The Commission is established and will be composed of _11-15_ members, one of whom will be named by the constituent members as the Chair and another of whom as the Vice Chair to help lead the Commission. The Commission will be a public body subject to the applicable requirements of the Virginia Freedom of Information Act and members of the Commission should be aware of those requirements.

2. ~~Council, upon recommendation of its Nominations Committee and in consultation with the City Manager, Assistant City Manager, or designee, will appoint the initial members of the Commission by not later than _May 26, 2022___.~~ The Acting/Interim City Manager, in consultation with Dr. Robin Stacia will develop an application for individuals interested in serving on the Commission. The entire Council will convene as the Nominations Committee as a "Committee of the Whole" and recommend candidates to Council to serve on the Commission. Council, upon recommendation of its Nominations Committee of the Whole and in consultation with the Interim City Manager, Assistant City Manager, or designee, will appoint the initial members of the Commission by not later than _May 26, 2022___. Members of the Commission will be selected such that the members will bring a diversity of backgrounds and perspectives to the Commission. Members of the Commission shall serve terms of two years commencing upon

the date of their appointment by Council. Council Member Mead shall serve initially as the Council's Liaison to the Commission.

3. The Commission is initially charged with objectively evaluating existing data, studies, and reports from available sources concerning social and racial equity in the City of Staunton that evaluate social determinants and inequitable outcomes within the City of Staunton. The Commission's initial charge shall also include data collection and research that evaluate the same outcomes. The Council will appropriate funds to establish a budget for the Commission to conduct its data collection and research.

4. The Commission will be supported by the City Manager, Assistant City Manager, or designee, as well as other City staff to the extent that information is needed, with access to City financial and other records and reports.

5. The Commission shall conduct at least one public hearing and other community conversations to receive input from City residents concerning racial and social equity.

6. The Commission shall compile a report for the Council consisting of its analysis of existing data, studies, and reports concerning racial and social equity as well as its own research and data collection efforts on the topic. The report shall also contain a summary of all public comments received by the Commission at its public hearing(s) as well as any other communications it receives from Staunton residents concerning racial and social equity. The report shall include recommendations to the Council (a) about specific inequitable social and racial outcomes within the City of Staunton, and (b) for a proposed framework (Strategic Plan) for the Commission to pursue in the next 12 to 18 months to address specific factors that may contribute to inequitable racial and social outcomes.

7. The Commission will be expected to provide an update on their work to City Council not later than December 2022____, and complete its initial work and submit its report to Council not later than _December 2023___. Council then will schedule and hold a public hearing on the report.

8. Subsequent to receiving the Commission's report and its public hearing on the report, the Council will assign further duties to the Commission.

____
Andrea W. Oakes, Mayor

Attest: ______________________________________
Morgan C. Smith, Interim Clerk of Council

CITY COUNCIL **AGENDA BRIEFING**

Staunton, Virginia

Meeting Date:	**February 24, 2022**	**Staff Members:** **Jeff Johnston** **Lyle Hartt**
Item #	**G**	
Department:	**Public Works Engineering**	
Alignment with Staunton Plan (Value/Strategic Area):	**Value: Excellence** **Strategic Areas: Infrastructure** **Built Environment**	
Subject:	**Virginia Department of Transportation Blanket Resolution for Signature Authority and Funding Commitments**	

Background: The City regularly submits applications and subsequently enters into Agreements with the Virginia Department of Transportation (VDOT) for various projects. These often require specific resolutions for both application submittal and entering into an Agreement.

In an effort to streamline operations, VDOT has requested that localities adopt a resolution for blanket project funding commitment and for blanket signature authority, thus reducing the need for project specific resolutions. City Council previously adopted a resolution giving the City Manager this authority on May 26, 2016; however, VDOT requires that this be renewed at least every four (4) years and a renewal is currently needed. The proposed resolution also adds wording regarding the authority of an Acting or Interim City Manager.

Attachment: Proposed Resolution

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

Suggested Motion: I move that City Council adopt the proposed resolution authorizing the City Manager or Acting/Interim City Manager to execute all agreements and/or addendums for any approved projects with the Virginia Department of Transportation.

Acting City Manager: Leslie Beauregard

**RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
FOR BLANKET PROJECT FUNDING COMMITMENT AND
FOR BLANKET SIGNATURE AUTHORITY FOR TRANSPORTATION
PROJECTS UNDER AGREEMENT WITH THE VIRGINIA DEPARTMENT OF
TRANSPORTATION**

<u>Recitals</u>

A. The City of Staunton administers transportation projects under agreement with the Virginia Department of Transportation;

B. The City of Staunton desires to provide clear commitment for funding these transportation projects and clear signature authority for signing the Project Administration agreements.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Staunton, Virginia, that:

1. the City of Staunton hereby commits to fund its local share of preliminary engineering, right-of-way and construction (as applicable) of the project(s) under agreement with the Virginia Department of Transportation in accordance with the project financial document(s).
2. the City Manager or Acting/Interim City Manager is authorized to execute all agreements and/or addendums for any approved projects with the Virginia Department of Transportation.

Adopted this _____day of _________, 2022.

____
Andrea W. Oakes, Mayor

Attest: ______________________________________
Morgan C. Smith, Interim Clerk of Council

CITY COUNCIL AGENDA BRIEFING

Staunton, Virginia

<table>
<tr><td>Meeting Date:</td><td>February 24, 2022</td><td rowspan="3">Leslie Beauregard
Acting City Manager

John C. Blair, II
City Attorney</td></tr>
<tr><td>Item #</td><td>H</td></tr>
<tr><td>Department:</td><td>City Manager’s Office

City Attorney’s Office</td></tr>
<tr><td>Alignment with Staunton Plan (Value/Strategic Area):</td><td colspan="2">Value: Excellence

Strategic Area: Responsive, Efficient Government</td></tr>
<tr><td>Subject:</td><td colspan="2">Consideration of Lease Agreement between the Shenandoah Valley Juvenile Center and the City of Staunton</td></tr>
</table>

Background: The Shenandoah Valley Juvenile Center (SVJC) is a regional facility providing for the temporary care and supervision of juvenile offenders detained or sentenced by order of the Court. SVJC secures custody of detained and sentenced children and provides medical care, education, recreation, arts and crafts, and counseling services.

The SVJC was established in 1967 by a commission comprised of the Cities of Harrisonburg, Lexington, Staunton and Waynesboro, was expanded in 1972 to include the Counties of Augusta and Rockingham, and expanded again in 2001 to include Rockbridge County. The Center moved to its present location in Verona in September 2003.

SVJC operates three distinct programs: 1) pre-dispositional detention program for its surrounding localities; 2) post-dispositional Virginia Department of Juvenile Justice programs (Community Placement Program, Re-Entry Program and Direct Intake Program); and 3) an unaccompanied children program for the Office of Refugee Resettlement.

Funding for the operation and maintenance of SVJC is provided by member localities, the Virginia Department of Juvenile Justice and through a grant with the Office of Refugee Resettlement. As one of the participating jurisdictions, the City of Staunton is assessed its value share of the Juvenile Center’s operating costs according to its proportion of the total number of detention days utilized by all participating jurisdictions over a three-year period.

SVJC member lease agreements were last executed in 1999 as part of the process to secure funding to build the current facility. The term of those leases has expired. The SVJC Commission, in consultation with both member and commission counsel have reviewed and updated the lease for consideration of approval by the respective governing bodies.

The new lease is for a ten-year term with the option of two five-year renewal terms. The proportionate share of each jurisdiction's costs is determined by the same formula already utilized in the current lease agreement. As required by Virginia law, the lease is subject to Council's annual appropriation of funds to SVJC.

Attachments:

Proposed Resolution Including the Proposed Lease Agreement between SVJC and the City of Staunton

Acting City Manager's Recommendation: Approve the proposed lease agreement and authorize the City Manager to execute the agreement upon final review and approval by the City Attorney.

Suggested Motion: I move that the proposed lease agreement be approved and the City Manager be authorized to execute the agreement with such modifications and in final form as approved by the City Manager and City Attorney.

Acting City Manager: Leslie Beauregard

RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
REGARDING
LEASE OF SPACE FROM
SHENANDOAH VALLEY JUVENILE CENTER COMMISSION

Recitals

A. The Shenandoah Valley Juvenile Center Commission (the Commission) is a public body corporate duly formed under the provisions of Article 13, Chapter 11, of Title 16.1 of the Code of Virginia 1950, as amended;

B. The members of the Commission consist of the Cities of Harrisonburg, Staunton, Lexington, and Waynesboro, and the Counties of Augusta, Rockingham, and Rockbridge;

C. The Commission operates a center (the Center) to house juvenile detainees, which Center is located in Augusta County, Virginia;

D. The City of Staunton, Virginia leases bed space within the Center for the purpose of housing eligible juveniles;

E. The existing lease agreements between the Commission and its members were last executed in 1999 and are in need of renewal; and

F. The Commission proposes to enter into new leases with each of its members for an initial term of ten years, followed by two five-year renewal terms, and with other terms substantially similar to the prior leases and which reflect the Commission's current operations and dealings with its members.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Staunton, Virginia, that:

1. The lease agreement with the Shenandoah Valley Juvenile Center Commission is hereby approved in the form attached hereto as Exhibit A, with such changes as may be approved by the City Manager.

2. The City Manager or their designee is authorized to sign and deliver the lease agreement and to take any such other actions as may be reasonable and necessary to affect the purpose of this Resolution.

Adopted this _____day of ________, 2022.

____
Andrea W. Oakes, Mayor

[SEAL]

Attest: ______________________________________
Morgan C. Smith, Interim Clerk of Council

SHENANDOAH VALLEY JUVENILE DETENTION CENTER
LEASE AGREEMENT WITH
CITY OF STAUNTON, VIRGINIA

THIS LEASE AGREEMENT FOR MEMBER JURISDICTIONS (this "Lease") is made by and between the Shenandoah Valley Juvenile Detention Center Commission, as landlord (the "Commission"), and City of Staunton, Virginia ("Tenant"), a political subdivision of the Commonwealth of Virginia. Tenant, together with the other jurisdictions that are members of the Commission, from time to time and pursuant to the Commission's Bylaws, are herein called individually, a "Member Jurisdiction" and collectively, the "Member Jurisdictions".

RECITALS

A. The Commission is a public body corporate duly formed under the provisions of Article 13, Chapter 11, Title 16.1 of the Code of Virginia (the "Act"), and operates a juvenile detention center located in Augusta County, Virginia (the "Center").

B. Tenant is a member of the Commission pursuant to the Act and the Commission's Bylaws.

C. Tenant neither owns nor operates a facility to house juvenile detainees, and uses the Center to house eligible juveniles.

D. The Commission and Tenant desire to enter into this Lease to set forth the terms and conditions governing the lease of bed space in the Center to the Member Jurisdictions. Except as expressly stated herein, this Lease is not intended to and does not create any right to use of space.

NOW, THEREFORE, the Commission and Tenant agree as follows:

1. Lease of Center Bed Space. Subject to the terms and conditions set forth in this Lease, the Commission leases to Tenant, and Tenant leases from the Commission, the bed space within the Center that is available from time to time for the purpose of housing eligible juveniles of Tenant, together with a nonexclusive license to use for their intended purposes those portions of the Center designated by the Commission as common areas for ingress, egress and related purposes. The Commission agrees to provide bed space to all of Tenant's juveniles who are eligible for detention at the Center during the Term (as defined in paragraph 2(a) below), so long as the Center is not then at capacity, as determined from time to time by the Executive Director appointed by the Commission to oversee operation of the Center (the "Executive Director"), in his sole discretion. Tenant acknowledges and agrees that bed space will be allocated by the Commission on a first-come, first-served basis, and that the Commission has the right to lease bed space to others on such terms as the Commission approves, so long as no other tenant is afforded priority over Tenant on any basis other than first-come, first-served.

2. Term; Non-appropriation.

a. Term. Subject to the non-appropriation limitations set forth in paragraphs 2(b) through 2(e) below, the term of this Lease (together with any applicable renewals, the "Term") commences on July 1, 2022 and ends on June 30, 2032, unless earlier terminated by its terms or by law. This Lease shall automatically renew for two additional five-year periods unless notice of intent not to renew is provided by either party at least 180 days in advance of the expiration of the then-current Term. Notwithstanding anything to the contrary in this Lease, if the Tenant ceases to be a member of the Commission pursuant to the Commission's Bylaws, then this Lease shall automatically terminate with the termination of the Tenant's membership.

b. Non-appropriation. While recognizing that the Tenant is not empowered to make any binding commitment beyond its current fiscal year, it is the current intention of Tenant to make sufficient annual appropriations during the Term to pay all Rent (as defined in paragraph 3(b) below) and other amounts required to be paid by Tenant pursuant to this Lease. Notwithstanding anything in this Lease to the contrary, Tenant's obligation to pay Rent and other amounts, and the cost and expense of performing Tenant's other obligations under this Lease, are subject to and dependent upon appropriations being made from time to time by Tenant's governing body. Tenant directs its chief executive officer or other officer charged with the responsibility of preparing its budget to include in the budget for each fiscal year during the Term, a timely request that Tenant's governing body appropriate sufficient amounts to pay and perform its obligations pursuant to this Lease for such fiscal year. If at any time during any fiscal year the amount appropriated in the Tenant's budget for that fiscal year is insufficient to pay the Rent and other amounts when due under this Lease, Tenant directs its chief executive officer or other officer charged with the responsibility of preparing its budget to submit to its governing body at the next scheduled meeting, or as promptly as practicable but in any event within 45 days, a request for a supplemental appropriation sufficient to cover the deficit.

c. Notice as to Appropriation. Tenant agrees to provide notice to the Commission by June 30 of each year of the amount budgeted and appropriated by Tenant for all payments required to be made pursuant to this Lease in the fiscal year commencing on the immediately succeeding July 1. If no amounts are budgeted or appropriated by Tenant in connection with this Lease for a given fiscal year of Tenant by thirty (30) calendar days after the beginning of such fiscal year, or for any other reason Tenant is unable to obtain sufficient funds to pay the Rent and other amounts due pursuant to this Lease for such fiscal year, then Tenant shall give to the Commission immediate written notice of such failure or inability, and either Tenant or the Commission may elect to terminate this Lease. Any such termination of this Lease, at the option of the Commission, may also constitute termination of Tenant's membership in the Commission.

d. Essential Nature; Limitation. To the extent allowable by law, Tenant (i) declares that this Lease of bed space in the Center is essential to the efficient operation of Tenant, and anticipates that its need for such bed space will continue throughout the Term; and (ii) acknowledges and agrees that the non-appropriation provisions of this Lease are not intended to be used as a substitute for convenience termination nor for the purpose of permitting Tenant to transfer its juvenile detainees to another Center prior to the expiration of the Term of this Lease.

e. Effect of Non-appropriation or Failure to Give Notice of Appropriation. If Tenant fails to provide timely notice of appropriation as required above, or if the Commission requests but fails to receive evidence of sufficient appropriation to permit performance of Tenant's obligations for the then-current fiscal year, or the Tenant notifies the Commission that it lacks the financial resources to perform its obligations for the then-current fiscal year, then: (i) Tenant shall not be entitled to vote or participate in matters coming before the Commission unless and until such failure or deficiency is cured to the Commission's satisfaction; (ii) the Commission may, in addition to its other rights and remedies, refuse to accept any additional juvenile detainees from Tenant and request the removal from the Center of any juvenile detainees of Tenant then being held; and (iii) the Commission may immediately terminate this Lease as provided in paragraph 2(c) above.

3. Rent. Subject to the non-appropriation limitations and other provisions set forth in Section 2 above, Tenant shall pay to the Commission the Rent, as such term is defined and specified in this Section 3 below.

a. Base Rent. Tenant shall pay to the Commission the following:

(i) Amount and Payment. Tenant shall pay to the Commission for each fiscal year during the Term, an amount equal to Tenant's Proportionate Share (as defined in subparagraph (ii) below) of the Operating Costs of the Center (as defined below) (the "Base Rent"). Base Rent shall be due and payable to the Commission in quarterly installments due on July 1, October 1, January 1 and April 1 of each year during the Term. As used in this Lease, the term "Operating Costs" means, as to each fiscal year: (i) all costs and expenses reasonably determined by the Commission to be attributable, directly or indirectly, to the ownership, operation, management, maintenance, repair, design, construction, renovation or demolition of the Center for such fiscal year, including without limitation, the cost of annual audits contemplated by subparagraph 3(b)(vii) below, amortized debt service costs, capital costs, payments to any reserve fund established by the Commission (whether an operating reserve, debt service reserve, or otherwise), and all costs and expenses arising out of or required to comply with requirements of any financing obtained by the Commission in relation to the Center, less (ii) all reimbursements, grants, subsidies, or other similar monies received by the Commission from the Department of Juvenile Justice or other governmental or non-governmental sources for such fiscal year.

(ii) Tenant's Proportionate Share. Tenant's Proportionate Share of Operating Expenses shall be determined based upon the number of Daily Bed Spaces (as defined below) in the Center that were actually used by Tenant in relation to all other Member Jurisdictions during the immediately preceding three calendar years, as follows:

Proportionate Share of Tenant = Percentage of Daily Bed Spaces Actually Used During Preceding Three Calendar Years by Tenant

Multiplied by

Operating Costs for Ensuing Fiscal Year

The Percentage of Daily Bed Spaces Actually Used by a Member Jurisdiction during the preceding three calendar years shall be determined by dividing the Daily Bed Spaces actually used by such Member Jurisdiction during the preceding three calendar years by the Daily Bed Spaces actually used by all Member Jurisdictions during such calendar years. "Daily Bed Space" is equal to one (1) for each day that each bed space in the Center is occupied. By way of example, if two (2) detainees are held at the Center for thirty (30) days each and one detainee is held at the Center for twenty (20) days, the total Daily Bed Space attributable to the Member Jurisdiction responsible for such detainees is eighty (80). If a Member Jurisdiction ceases to be a member of the Commission, for any reason, at any time during a fiscal year of the Commission, then the proportionate share allocated to such former member shall be allocated, pro rata, to the remaining Member Jurisdictions.

(iii) Sample Annual Rent Allocation. For purposes of example only, assume that: (A) the budgeted Operating Costs for the fiscal year 2022-2023 (July 1, 2022 through June 30, 2023) equal $2,000,000, (B) the number of Daily Bed Spaces used by Member Jurisdiction X for the preceding three calendar years ended December 31, 2021, is 1500, and (C) the number of Daily Bed Spaces used by all Member Jurisdictions those three calendar years is 15,000. Based upon those assumptions, the Proportionate Share of Member Jurisdiction X for fiscal year 2022-2023 would be determined as follows:

Percentage of Daily Bed Spaces Actually Used by Member Jurisdiction X during preceding three calendar years	= 1500 divided by 15,000 = 0.1 (or 10%)
Estimated Annual Rent Allocation for Member Jurisdiction X	= 0.1 multiplied by $2,000,000 = $200,000

Based on this example, each quarterly payment due from Member Jurisdiction X for fiscal year 2022-2023 would equal $50,000. The actual Base Rent payable by Member Jurisdiction X would remain subject to any adjustment for Additional Rent based upon actual Operating Costs as provided in subparagraph (v) below.

(iv) Annual Determination of Base Rent. The Commission shall provide to Tenant, by January 1 of each year during the Term, notice of the Commission's estimate of the Base Rent to be payable by Tenant for the upcoming fiscal year, together with a statement showing calculation of Tenant's Base Rent and a copy of the annual budget for the upcoming fiscal year (July 1 to June 30) on which the Commission's determination of Base Rent is based.

(v) Annual Determination of Additional Rent, If Any. The Commission's budgetary estimates of Operating Costs shall not constitute any representation or assurance by the Commission of the actual amount of Operating Costs. If actual Operating Costs exceed budgeted Operating Costs at any time for any reason, the Commission may provide written notice to Tenant of such difference, and subject to the non-appropriation limitations and other provisions set forth in paragraphs 2(b) through 2(e) above, Tenant shall pay to the Commission, within thirty (30) days of such notice or such longer timeframe as the Commission may set forth in writing, an amount equal to Tenant's proportionate share of such difference (the "Additional Rent") pursuant to the provisions of paragraphs 3(a)(ii) and 3(a)(iii) above. If actual Operating Costs are less than budgeted Operating Costs at any time for any reason, the Commission has no obligation to refund the difference to Tenant, but shall apply such funds to Operating Costs for the subsequent fiscal year or use the funds for such other purpose as may be approved by the Commission's governing body.

(vi) Annual Audit. The Commission agrees to have an annual audit conducted of the accounts relating to the Center by independent accountants selected by the Commission, and to make such audit available to Tenant for review. The expense of each annual audit shall be allocated as an Operating Cost.

(vii) Additional Rent Generally. The Commission shall have all rights against Tenant for default in payment of Additional Rent as in the case of default in payment of Base Rent.

b. Place and Manner of Payment. All Base Rent and Additional Rent (collectively, "Rent") shall be paid without notice, demand, setoff or deduction, in lawful money of the United States of America, at the Commission's address or at such other place as the Commission may from time to time designate in writing.

c. Net Lease. This Lease shall be deemed and construed to be a net lease.

d. Not a Residential Lease. The Commission and Tenant acknowledge and agree that the Center is a juvenile detention facility and not a home or residence, and that this Lease is not subject to the Virginia Residential Landlord and Tenant Act.

4. Tenant's Covenants.

a. Tenant Commitment. To the extent allowable by law, Tenant agrees to commit to the Center all of the eligible juveniles within its jurisdiction. For purposes of this Lease, a juvenile shall be deemed to be the responsibility of the locality in which he or she is taken into custody or in which disposition is made, rather than the locality in which he or she may legally reside.

b. Removal of Juveniles from Center. If the Executive Director shall notify Tenant that removal of one or more of its juvenile detainees from the Center is necessary, for any reason, then Tenant shall remove such juvenile detainee(s) from the Center within twenty-four (24) hours of the time of notification.

c. Use. Tenant shall use and occupy the Center for detention of eligible juveniles in accordance with applicable law and for no other purpose.

d. Transportation. Tenant is responsible for transporting its eligible juveniles to the Center upon their initial admittance, to and from any court proceedings or hearings, or for whatever other reason, including without limitation, medical appointments, dental appointments, and psychological and/or psychiatric evaluations.

e. Additional Expenses. Subject to the non-appropriation limitations and other provisions of paragraphs 2(b) through 2(e) above, Tenant agrees to reimburse the Commission, upon demand, for any extraordinary or additional necessary expenses incurred by the Commission (including without limitation, employment of additional attendants) by reason of a juvenile placed in the Center by Tenant being intellectually disabled, epileptic, physically disabled or having physical or mental illness to an extent requiring hospitalization, treatment, or attention that the Executive Director, the medical staff, or the mental healthcare staff of the Center determines to be in such detainee's best interest.

f. Consideration of Commission Financing. Tenant agrees to consider proposals made by the Commission with respect to the Commission's attainment of financing from time to time in connection with any improvements or renovations to the Center including the maintenance, equipping and expansion thereof, as may be advisable from time to time.

5. Commission's Covenants.

a. Uniform Rules. The Commission agrees to apply uniform standards, rules, and policies with respect to similarly-situated juveniles housed pursuant to the leases with each Member Jurisdiction.

b. Confidentiality. The Commission agrees to comply with applicable laws regarding the confidentiality of records, files, and identity with respect to juvenile detainees.

c. Operation of Center. The Commission agrees to operate the Center in compliance with all applicable local, state and federal laws.

d. Books and Records. The Commission shall maintain such records and provide such reports to Tenant as are required by the Act or contemplated by the Commission's Bylaws from time to time.

6. Default. If the Commission defaults under this Lease and such default is not cured within thirty (30) calendar days of written notice from Tenant, then Tenant may terminate this Lease by written notice to the Commission, so long as such default remains uncured, in addition to all other rights and remedies available to Tenant at law or in equity. If Tenant defaults under this Lease and such default is not cured within thirty (30) calendar days of written notice from the Commission, then the Commission may terminate this Lease by written notice to the Tenant, so long as such default remains uncured, in addition to all other rights and remedies available to the Commission at law or in equity.

7. Damage or Destruction. If the Center is damaged or destroyed by fire or other casualty during the Term, the Commission shall rebuild or restore the Center, or build another detention center, provided that funding is available for the Commission to fulfill such obligation. Notwithstanding the foregoing, the Commission shall have no obligation to rebuild the Center or build another center if the Commission is terminated in accordance with its Bylaws and provision is made to satisfy any then-outstanding debt of the Commission.

8. Assignment. Tenant acknowledges and agrees that the Commission has the right to assign, in whole or in part, its rights pursuant to this Lease (including, without limitation, its right to receive all Rent and any other payments) to any third party to facilitate the Commission's attainment of financing in connection with renovations, improvements, or additions to the Center or otherwise. Tenant may not sublet or assign all or any part of its rights pursuant to this Lease without the prior written consent of the Commission, which may be withheld in the Commission’s sole and absolute discretion. Any purported sublet or assignment by Tenant without the Commission’s consent shall be null and void, and shall confer no rights to any third party.

9. Severability of Invalid Provisions. If any clause, provision or section of this Lease is held to be illegal or invalid by any court of competent jurisdiction, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections of this Lease, and this Lease will be construed and enforced as if the illegal or invalid clause, provision or section was not contained in it.

10. Notices. Any notice or other communication in connection with this Lease shall be delivered in writing, and may be delivered via hand delivery, U.S. mail (postage prepaid) or facsimile, as follows:

If to the Commission: Shenandoah Valley Juvenile Detention Center Commission
Attention: Executive Director
300 Technology Drive
Staunton, VA 24401
Facsimile: 540-213-0255

If to Tenant: To the address set forth by its signature below.

Any notice shall be conclusively deemed to have been received and shall be effective as follows: (a) if hand delivered, on the date actually delivered, (b) if mailed, on the earlier of actual receipt or the fifth day (not counting Sundays or legal holidays observed by the U.S. Postal Service) after the day on which mailed, or (c) if sent by facsimile, on the first business day after the sender's receipt of electronic confirmation of transmittal to the correct facsimile number given above. Either party may change its address or facsimile number for notice purposes by giving notice hereunder.

11. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

12. Entire Agreement; Amendments. This Lease constitutes the entire agreement of the parties with regard to its subject matter, subject to the Commission's Bylaws, and may be amended only by written amendment executed by all parties and approved by a resolution adopted by the governing bodies of the Tenant and the Commission.

13. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of all of the parties, their respective successors and, subject to Section 8 above, their respective assigns.

14. Effective Date. This Lease shall only be effective upon approval by resolution of each of the governing bodies of Tenant and the Commission. Each party agrees to provide notice of such approval to the other on or before March 1, 2022.

15. Counterparts. This Lease may be executed in any number of counterparts, all of which together shall constitute one and the same original.

16. Recordation. Tenant agrees, upon request by the Commission, to execute and deliver a Memorandum of Lease for recordation in the Office of the Clerk of the Circuit Court of Augusta County, Virginia.

17. Lease Shall Not Constitute Debt. It is the intent of the parties hereunder that this Lease shall not constitute debt or a pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including the parties hereunder. **NEITHER THE COMMONWEALTH OF VIRGINIA NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE PARTIES UNDER THIS LEASE, SHALL BE OBLIGATED TO PAY RENT HEREUNDER OR OTHER COSTS OR CHARGES EXCEPT AS MONIES MAY BE LAWFULLY AVAILABLE AND APPROPRIATED THEREFOR FROM TIME TO TIME BY THE RESPECTIVE GOVERNING BODIES OF THE PARTIES IN EACH THEN CURRENT FISCAL YEAR DURING THE TERM HEREUNDER, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OF VIRGINIA OR**

ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE PARTIES UNDER THIS LEASE, SHALL BE PLEDGED TO THE PAYMENT OF RENT OR OTHER COSTS OR CHARGES UNDER THIS LEASE.

SHENANDOAH VALLEY JUVENILE DETENTION CENTER COMMISSION

By: ________________________________
Timothy J. Showalter
Title: Executive Director
Shenandoah Valley Juvenile
Detention Center
Address: 300 Technology Drive
Staunton, Virginia 24401-3968
Phone No.: (540) 886-0729
Fax No.: (540) 886-0720
Email: TShowalter@svjc.org

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF ______________

The foregoing instrument was acknowledged before me this ___ day of _________, 2022, by Timothy Showalter, Executive Director of the Shenandoah Valley Juvenile Detention Center.

My Notary Registration No.: _________________
My Commission Expires: _________________

____
Notary

[Additional Signature Page Follows]

[Lease Agreement and Signature Page Precedes]

CITY OF STAUNTON, VIRGINIA

By: ________________________________
Name: Leslie Beauregard
Title: Acting City Manger
Address: City Manager's Office
City Hall, 3rd Floor
116 W. Beverly Street
PO Box 58
Staunton, Virginia 24402
Phone No.: 540-332-3812

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF ______________

The foregoing instrument was acknowledged before me this ___ day of _________, 2022, by Leslie Beauregard, Acting City Manager, on behalf of the City of Staunton, Virginia.

My Notary Registration No.: _________________
My Commission Expires: _________________

____
Notary

CITY COUNCIL **AGENDA BRIEFING**

Staunton, Virginia

Meeting Date:	**February 24, 2022**	**City Council**
Item #	**I**	
Department:	**City Council**	
Alignment with Staunton Plan (Value/Strategic Area):	**Strategic Area: Responsive, Efficient Government**	
Subject:	**Appointment and Employment of City Clerk**	

Background: Under provisions of its Charter and Chapter 2.30 of the City Code, Council appoints a city clerk who serves as clerk of council, clerk of the planning commission, clerk of the board of zoning appeals and clerk to such other boards and commissions as Council may designate.

Acting City Manager's Recommendation: Consider action to appoint a new city clerk.

Suggested Motion: I move that Council appoint and employ ____________________ as city clerk effective February 24, 2022.

Acting City Manager: Leslie Beauregard