

**Work Session Agenda
Staunton City Council
Rita S. Wilson Council Chambers
May 12, 2022
3:00 p.m.**

- | | | |
|------------------|-----------|--|
| 3:00 p.m. | 1. | Consideration of Work Session and Regular Meeting Agendas |
| 3:05 p.m. | 2. | Closed Meeting for Discussion and Consideration of the Prospective Candidates to be Interviewed for the Equity and Diversity Commission |
| 7:15 p.m. | | Break |

**Regular Meeting Agenda
Staunton City Council
Rita S. Wilson Council Chambers
May 12, 2022
7:30 p.m.**

Call to Order

Pledge of Allegiance

Invocation/Moment of Silence—Mead

Mayor's Report

Proclamation—Bike Month 2022

Proclamation—Letter Carriers' *Stamp Out Hunger* Food Drive Day

Additional Items by Members of Council

Approval of Minutes

Special Meeting of April 21, 2022

Regular Meeting of April 28, 2022

REGULAR MEETING

- A. Presentation of Kenneth L. Jones Plaque**

- B. Public Hearing and Consideration of a Request by Valley Supporting Housing for a Special Use Permit for 111 Pump Street to Allow Residential Use on the Ground Floor***

- C. Public Hearing and Consideration of an Ordinance Amending the Timing of Water/Sewer Connection and Facility Fees***

- D. Public Hearing and Consideration of an Ordinance Authorizing a Lease Agreement between City of Staunton and Happy Birthday America, Inc.***

- E. Public Hearing and Consideration of an Ordinance Authorizing the Lease Agreement between City of Staunton and Staunton Baseball,**

Inc. for the Limited Use of Baseball Field and Operation of Concession Rights*

- F. Discussion and Consideration of Substantial Amendment to the FY 2019 Annual Action Plan to Reallocate CDBG-CV Funds Awarded under the CARES Act**
- G. Discussion of Uses of American Rescue Plan Act Funds**

Matters from the Interim 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 COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	May 12, 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 _____].

Interim City Manager: Leslie Beauregard

Attachment 1

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Staunton City Council
Rita S. Wilson Council Chambers
May 12, 2022
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- | | | |
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Matters from the Interim City Manager

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CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	May 12, 2022	City Council
Item #	2	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsive, Efficient Government	
Subject:	Closed Meeting for Discussion and Consideration of the Prospective Candidates to be Interviewed for the Equity and Diversity Commission	

Suggested Motion:

Before the closed meeting: I move to enter a closed meeting for discussion, interviewing, and consideration of the prospective candidates for the Equity and Diversity Commission, pursuant to Virginia Code Section 2.2-3711(A)(1).

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.

City Council
WORK SESSION
April 21, 2022
7:30 p.m.

Councilmembers present: Mayor Oakes, Vice Mayor Robertson, councilmembers Claffey, Darby, Holmes and Mead. Councilmember Dull participated remotely.

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

Mayor Oakes stated, “On April 20, 2022, I received a request from Councilor Dull to participate remotely in the April 21, 2022 Staunton City Council special called meeting due to a personal matter 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 April 21, 2022 Staunton City Council special called meeting due to a personal matter.”

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

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

Mayor Oakes asked Councilor Dull to state the location from which she was participating. Ms. Dull responded that she was on the Danube River between Vienna and Budapest. Mayor Oakes asked Council and the audience if they could hear Councilor Dull. The response was affirmative.

1. Budget Presentation

Chief Finance Officer Phil Trayer presented a final review of the proposed fiscal year 2023 budget. He outlined the modifications that had been made to the proposed budget since its introduction on March 24, 2022 as follows:

- Education transfer to the general fund increased from \$14,700,000 to \$15,065,237, an increase of \$365,237.
- Animal shelter funding increased to \$152,240, an increase of \$12,545.
- Middle River Regional Jail’s budgeted increase was revised downwards from an increase of \$307,496 to an increase of \$273,139, a reduction of \$34,357.
- Social services expenditures decreased by \$33,966, offset by a reduction of revenue reimbursements.

- A negative contingency of \$309,459 was incorporated to help provide additional funds to the city schools.
- Water fund allocations of \$782,370 were been adjusted in the internal transfer section of the budget as historical practice.

Mr. Trayer stated that the FY2023 budget ordinance had multiple features incorporated into its text:

Section 1 – quantified the amount of the entire FY2022 budget for city, schools, and proprietary funds.

Section 2 – provided for a 75% appropriation of approved city budget amount and 100% of the education fund budget, less 25% of the general fund transfer to the education fund. Subsequent appropriations were to be brought before Council no later than February 2023.

Section 3 – established the tax rate at \$.92 per \$100 of assessed value.

Section 4- established the personal property and machinery and tools taxes at \$2.90 and \$1.24 per \$100 of assessed value respectively.

Sections 5 & 6 – provided for service charges to be levied on certain tax-exempt properties to include Mary Baldwin University and the Potomac Conference Center for police and fire protection. The rate equals \$.19 per \$100 of assessed value and \$.48 per \$100 of assessed value for faculty and staff housing of an educational institution.

Section 9 – established the annual salary for City Council.

Section 10 – provided flexibility for the city manager to reallocate fund appropriations between lines during the course of the year or withhold expenditures deemed to be in the best interests of the city. Council retained the right to disburse funds as they deemed appropriate.

Sections 11 & 12 - Any ordinance in conflict with that action would be repealed to only the extent that such conflict exists. Any part of that ordinance found to be invalid by a competent authority would not invalidate the remaining aspects of the ordinance.

Mr. Trayer stated that at that time, the total proposed FY2023 budget was \$142,185,506. The appropriation request would be at 75% of the approved City budget and 100% of the education fund budget, less 25% of the general fund transfer to the education fund, or \$113,752,384. A 75% appropriation would allow funds for contractual obligations, which often were paid in full at the beginning of the year. Other line items would be funded through the first seven months of the fiscal year and staff would return to Council in January or February 2023 for additional appropriation recommendations, assuming posted revenues were sufficient to meet budget requirements.

Mayor Oakes asked if Council members had any further questions or comments.

Vice Mayor Robertson asked Mr. Trayer to explain why the increase for Middle River Regional Jail had been revised downwards. Mr. Trayer stated that they repurposed two locally-funded positions into deputy positions which were being reimbursed by the comp board.

Ms. Mead asked if the service charges levied on certain properties like Mary Baldwin are new. Mr. Trayer stated that they are not, and have been a part of the code for some time.

Mayor Oakes asked what was driving the proposed increase in environmental fund fees. Mr. Trayer stated that it is primarily being driven by CIP requirements at the landfill. Vice Mayor Robertson stated that it is actually being driven by the agreement between Staunton, Waynesboro and Augusta County. Ms. Mead stated that it was deferred and was intended to increase the last budget, which Mr. Trayer confirmed.

Mr. Holmes asked if they will be increasing water and sewer rates. Mr. Trayer stated that they are in the process of applying for multiple grants and that would determine the amount, if any, that those rates will need to increase.

Ms. Darby asked if Staunton's neighbors are proposing the same type of environmental fund fee increases in their budgets. Mr. Trayer stated he will find out.

Mr. Holmes asked if the parking lots are ever going to be back up to paying for themselves. Mr. Trayer stated that they are 50% of the way through with the technical aspects which included credit card processing and to expect that in the near future.

Council members did not have any further questions on Mr. Trayer's presentation.

Director of Public Works Jeff Johnston presented several different options for recycling to Council. The estimated 2023 costs were as follows: the recycling center option was \$123,000, curbside collection without plastic was \$323,000, curbside collection with recycling center was \$434,000 and curbside collection with plastic was \$385,000. He presented some data on participation, collection and local comparisons. Several outreach options were also presented: Extended recycling center hours, mobile turn-in locations, an assistance program and an opt-in program.

Mr. Claffey asked how the estimated number of curbside recycling participants compared to the number of curbside refuse participants. Mr. Johnston stated that he did not have exact numbers, but estimated about one quarter to one third of refuse customers participated in curbside recycling. He added that it is difficult to know if a participant is a resident of Staunton or not, but they do their best to remind people with signage.

Vice Mayor Robertson asked if a better deal could be several communities combined their plastic to be shipped. Mr. Johnston said yes that could be an option. Mr. Holmes asked if they had looked into any other sites for a recycling center. Mr. Johnston said that could be a possibility in the future, but not with a pilot program.

Ms. Mead stated that a citizen had asked about the pilot program, which implied that there were certain goals or benchmarks that they wanted to reach before they stopped calling it a pilot program and asked what those benchmarks were. Mr. Johnston stated that when their numbers were comparable per capita with Harrisonburg, they will have arrived at a sustainable and competitive program. Discussion ensued about shipping plastic in large quantities and the transportation costs of shipping plastic to Harrisonburg.

Mr. Holmes asked how many employees would be required were they to return to curbside recycling. Mr. Johnston stated the bare minimum needed would be four.

Vice Mayor Robertson stated that if the program were to fall apart, then everything would end up in the landfill. Mr. Johnston stated that they would never propose a program that was completely unsupported by the local market. One of the advantages of having a central system was that if the market for an item went away, they would just stop taking it.

Mr. Holmes asked how much life was left in the refuse trucks the city currently had. Mr. Johnston stated that it would all depend on the direction chosen for recycling.

Ms. Dull asked how many city employees are used to collect trash. Mr. Johnston stated they have 15 positions, but they can get the routes done with 12 or 13. Ms. Dull asked if bi-monthly collection was being considered. Mr. Johnston said that it was.

Mayor Oakes stated that if the opt-in program was being considered then she would also like for the assistance program to be considered as well. She added that of all the options presented, extending the hours of the recycling center was the easiest and would be the quickest to implement.

Mayor Oakes asked if Council members had any further questions or comments.

Council members did not have any further questions.

The work session adjourned at 8:31 p.m.

Kiley A. Kesecker
Clerk of Council

REGULAR MEETING OF STAUNTON CITY COUNCIL**Thursday, April 28, 2022****7:30 p.m.****Rita S. Wilson Council Chambers**

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

ALSO PRESENT: Leslie Beauregard, Interim City Manager
John Blair, City Attorney
Kiley Kesecker, Clerk of Council

Vice Mayor Robertson called the meeting to order: Vice Mayor Robertson called this meeting of Staunton City Council to order.

Vice Mayor Robertson stated, "On April 26, 2022, I received a request from Mayor Oakes to participate remotely in the April 28, 2022 Staunton City Council Meeting due to a personal matter that prevents her physical attendance at the meeting. Pursuant to the Freedom of Information Act, I will now ask Mayor Oakes to state the personal matter which makes it unable for her to attend tonight's meeting." Mayor Oakes stated that she was out of state for her daughter's wedding.

Ms. Darby stated, "Pursuant to Staunton City Council Procedural Memorandum Number Three, I move to allow Mayor Oakes to remotely participate in the April 28, 2022 Staunton City Council Meeting due to a personal matter."

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

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

Vice Mayor Robertson asked Mayor Oakes to state the location from which she was participating. Mayor Oakes responded that she was in Austin, TX. Vice Mayor Robertson asked Council and the audience if they could hear Mayor Oakes. The response was affirmative.

Consideration of Regular Meeting Agenda

Consistent with Procedural Memorandum No. 3, the agenda was presented for Council consideration.

Ms. Darby moved to amend the regular meeting agenda to include a consideration of a resolution requesting Governor Youngkin to veto HB902 and SB283 .

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

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

Ms. Mead moved to amend the regular meeting agenda to add a closed meeting to discuss candidates for the Equity and Diversity Commission.

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

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

The Pledge of Allegiance was recited in unison.

The invocation/moment of silence was given by Mayor Oakes.

MAYOR'S REPORT

Mayor Oakes read the following proclamation in recognition of Arbor Day:

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

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

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

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

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

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

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

99 and

100
101 **WHEREAS,** the City of Staunton is being honored this year for the 26th time as a “Tree
102 City USA” by the Arbor Day Foundation.
103

104 **NOW, THEREFORE, BE IT PROCLAIMED,** by Staunton City Council, that April 29, 2022,
105 is hereby designated as Arbor Day in the City of Staunton, and Council urges the residents of
106 Staunton, the region and communities across the country to celebrate Arbor Day, to support efforts
107 to protect our trees and woodlands and to plant trees to gladden the heart and promote the well-
108 being of this and future generations.
109

110 Adopted this 28th day of April, 2022.
111

112 /s/Andrea W. Oakes

113 **ANDREA W. OAKES, MAYOR**
114

115 ATTEST: /s/Kiley Kesecker

116 **CLERK OF COUNCIL**
117
118

119 Mayor Oakes introduced and welcomed City Horticulturalist Matt Sensabaugh, who thanked
120 Council and discussed some of their planned Arbor Day events.
121

122 Mayor Oakes also stated that the week of May 1 through 7 was National Youth Week, during
123 which the contributions of junior citizens of the community were recognized.
124
125

126 Mr. Holmes arrived at 7:40 p.m.
127
128

129 **ADDITIONAL ITEMS BY MEMBERS OF COUNCIL**
130

131 Ms. Mead stated that she had attended the What We Lost exhibit at Booker T. Washington
132 Community Center and it was very educational. Ms. Mead noted why she requested to have a
133 closed meeting to discuss the candidates for the Equity and Diversity Commission, with which
134 Ms. Dull agreed.
135

136 Mr. Claffey stated that he had attended the ribbon-cutting ceremony at Spero Health, an outpatient
137 substance abuse treatment center in Staunton.
138
139

140 **APPROVAL OF MINUTES**
141

142 Ms. Mead moved to approve the Special Meeting minutes of April 7 as presented.
143

144 The motion was seconded by Vice Mayor Robertson and carried as follows:
145
146
147

148	Mayor Oakes	aye	Ms. Dull	aye
149	Ms. Mead	aye	Ms. Darby	aye
150	Mr. Holmes	aye	Mr. Claffey	aye
151	Vice Mayor Robertson	aye		

152
153 Ms. Mead moved to approve the Work Session and Regular meeting minutes of April 14, 2022
154 as presented.

155
156 The motion was seconded by Mr. Holmes and carried as follows:

157				
158	Mayor Oakes	aye	Ms. Dull	aye
159	Ms. Mead	aye	Ms. Darby	aye
160	Mr. Holmes	aye	Mr. Claffey	aye
161	Vice Mayor Robertson	aye		

162
163
164
165 **REGULAR MEETING**

166
167
168 **A. Consideration of an Ordinance to Establish a Budget and Appropriation for Fiscal**
169 **Year 2023, July 1, 2022 – June 30, 2023, Totaling \$142,185,506**

170
171 Chief Finance Officer Phil Trayer presented the budget ordinance for FY 2023, and reviewed the
172 information that was presented at the previous budget work sessions.

173
174 Mayor Oakes asked if Council members had any questions or comments.

175
176 Ms. Mead asked what the negative contingency was in the FY 2022 budget. Mr. Trayer stated that
177 he believed it was around \$300,000, and added that the City had worked its way through that and
178 it would do the same in FY 2023.

179
180 Vice Mayor Robertson moved to adopt an ordinance establishing and approving a budget for the
181 City of Staunton for fiscal year 2023, totaling \$142,185,506, an appropriation of 75% of the
182 approved budget for all City and proprietary funds, an appropriation of 100% of all education
183 related funds, less 25% of the general fund transfer to the education fund. Total appropriation will
184 equal \$113,752,384, while fixing other tax rates and fees as proposed, advertised and considered
185 for public hearing.

186
187 The motion was seconded by Mr. Claffey.

188
189 Ms. Mead stated that she was pleased and proud to vote in favor of the FY 2023 budget
190 ordinance despite the negative contingency, because it fully funded the schools.

191
192 Ms. Dull stated that she would be voting no on the budget ordinance because she felt the raise for
193 school staff should have been higher, as well as the negative contingency and the lack of
194 consideration of a return to curbside recycling.

195

Vice Mayor Robertson stated that he would also be voting in favor of the budget and asked Mr. Trayer to briefly outline the future funding formula. Mr. Trayer described the formula as being based on actual revenue instead of projected revenue. Mr. Holmes added that a property tax increase of one or two cents would be very helpful.

Mayor Oakes thanked Mr. Trayer and Ms. Beauregard for their hard work on the budget, as well as the department heads and City staff. She added that she was proud of the fact that they did not have to raise taxes on the citizens at that time.

The motion carried as follows:

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

(ATTACHMENT A)

B. Consideration of an Ordinance to Increase Environmental Fund Fee Rates

Chief Finance Officer Phil Trayer reviewed the environmental fund fee rate increase ordinance as previously presented to council.

Vice Mayor Robertson moved that Council adopt an ordinance amending, restating and reordaining Section 8.30.110, Fees—Prescribed, of Staunton City Code to increase the refuse and recycling fees 15%, effective July 1, 2022, as presented.

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

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

(ATTACHMENT B)

C. Consideration of a Resolution Requesting Governor Youngkin to Veto HB902/SB283

City Attorney John Blair stated that on March 12 of that year the General Assembly enacted special legislation in which Augusta County may have a referendum that November 2022. The legislation allowed the county to select one architect to prepare one set of plans for two options. The first option being what it would cost to move to Verona and the second being what it would cost to either construct a new courthouse in the city of Staunton or to renovate the existing Augusta County courthouse in Staunton. That was presented to the Governor and on April 11, 2022 the governor returned the bill to the General Assembly with proposed amendments, including

amendments that would require two architects picked by a circuit court judge to present two plans. Additionally, the referendum itself could not be conducted until November of 2023. That legislation also had a reenactment clause, meaning the General Assembly would have to reenact it the following year in order for it to become effective. Mr. Blair stated that the Governor's amendments were presented to the General Assembly on Wednesday, April the 27th. The General Assembly, by voice vote, "passed by for the day" the Governor's amendments, meaning the amendments were not agreed to by either chamber. Because the Senate nor House took a vote on the legislation itself, the original bill passed on March 12, 2022 goes back to the Governor for action where he would have three options: sign the original bill into law, veto the original bill, take no action for 30 days, meaning he neither signs it nor vetoes it and the original bill would then become law. He stated the resolution before council was a simple request that the Governor veto House bill 902 And Senate Bill 283, which are the two bills concerning the Augusta County Courthouse referendum.

Ms. Darby moved to adopt the resolution requesting Governor Youngkin to Veto HB902 and SB283, as presented.

The motion was seconded by Mr. Claffey.

Ms. Mead stated that the resolution was supported by the Historic Commission and that she felt that if the referendum were deferred until 2023, it would give the City the opportunity to develop a real game plan and they may even be able to repair the damaged relationships with the Augusta County Board of Supervisors.

The motion carried as follows:

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

MATTERS FROM THE INTERIM CITY MANAGER

There were no new matters from the Interim City Manager

MATTERS FROM THE PUBLIC

Mayor Oakes read the following statement:

"This part of City Council's agenda is entitled matters from the public. It is a time that council sets aside to hear from citizens and others about a wide variety of subjects. A copy of the Staunton City Council's 'Matters from the Public' rules are available in paper form at the clerk's desk and online at the City of Staunton webpage. You are asked to familiarize yourself with those rules before commenting. Please come to the podium or begin your call, identify yourself and complete your remarks within five minutes."

Alexandra and Mark Pitts, Sycamore Street, thanked council for their part in getting a speed limit sign put up on Sycamore Street.

Stacy Sheehy, no address given, thanked those who supported the schools throughout the budget process.

Louella Hill, 1201 Jackson Street, thanked those who supported the schools throughout the budget process.

Yvonne Wilson, 221 First Street, corrected misinformation in an article in the News Leader written about her previous statements and felt that safety in schools is first before diversity.

Alison Profeta, Farrier Court, stated that the budget season was illuminating with how hard it was to get the city to fully fund the bare bones school budget.

Kristen Zeagle, 304 Rainbow Drive, stated that she felt that lower school funding led to increased rates of incarceration.

Maria Miller, 471 Albemarle Avenue, discussed Earth Day, the Building Bridges event, and the importance of community.

There was no one else wishing to speak.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 8:44 p.m.

Kiley A. Kesecker
Clerk of Council



CITY OF STAUNTON, VIRGINIA

Proclamation

Bike Month

May 2022

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

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

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

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

WHEREAS, Bike Month provides an opportunity to increase public awareness of the many benefits of bicycling, to promote bicyclist safety, and to encourage bicycling;

NOW, THEREFORE, BE IT PROCLAIMED by Staunton City Council that May 2022, is hereby designated as

Bike Month

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

Adopted this 12th day of May, 2022.

ANDREA OAKES, MAYOR

ATTEST: _____
CLERK OF COUNCIL



CITY OF STAUNTON, VIRGINIA

Proclamation

Letter Carriers' *Stamp Out Hunger* Food Drive Day May 14, 2022

- WHEREAS,** every year on the second Saturday in May, letter carriers across the country collect non-perishable food as part of the nation's largest one-day food drive, distributing the donations to local food banks; and
- WHEREAS,** the Letter Carriers' *Stamp Out Hunger* Food Drive is just one example of how letter carriers work to make a difference in the lives of those they serve. Since the pilot drive was held in 1991, more than 1.82 billion pounds of food have been collected; and
- WHEREAS,** we recognize all letter carriers for their hard work and their commitment to their communities. All the food collected in our community stays in our community and we support carriers' efforts to help those in need in our community; and
- WHEREAS,** we also recognize the noteworthy milestone of 30 years that the National Letter Carrier Food Drive celebrates in 2022.

NOW, THEREFORE, BE IT PROCLAIMED by Staunton City Council that May 14, 2022 is hereby designated as

Letter Carriers' *Stamp Out Hunger* Food Drive Day

in the City of Staunton, and we encourage the citizens of our community to support the Letter Carriers' *Stamp Out Hunger* Food Drive by placing non-perishable food items for donation to the Blue Ridge Area Food Bank in or near your mailbox on the morning of the Food Drive Day. Your letter carrier and volunteers will pick up your donation and together, we can all help feed our hungry.

Adopted this 12th day of May, 2022.

ANDREA W. OAKES, MAYOR

ATTEST: _____
CLERK OF COUNCIL

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	May 12, 2022	City Council
Item #	A	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Inclusion & Equity	
Subject:	Presentation of Kenneth L. Jones Plaque	

Background: At the meeting on May 12, 2022, there will be a presentation and reading of a commemorative plaque for Mr. Kenneth L. Jones. The plaque will be placed on the first floor of City Hall near the display for the Staunton Augusta County African American Research Society.

Kenneth Lee Jones (1905-2004) was an African-American businessman, and among his many accomplishments was the founding one of Staunton's outstanding business establishments, the Kenneth Jones Funeral Home, in 1946. In addition, Mr. Jones was a City of Staunton Councilmember, was the City's first African American Vice Mayor, and was involved in many other community related organizations and events. Mr. Jones was also a NAACP member and provided support to the integration of the Staunton bus and train systems. He was the keynote speaker at the dedication of the Montgomery Hall Park pool in 1950.

Family members and friends of Mr. Jones have been invited to attend.

Interim City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

Interim City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	May 12, 2022	Staff Members: Rodney Rhodes Tim Hartless
Item #	B	
Department:	Community Development— Planning and Zoning	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Area: Built Environment Values: Excellence, Environmentally Conscious	
Subject:	Public Hearing and Consideration of a Request by Valley Supporting Housing for a Special Use Permit for 111 Pump Street to Allow Residential Use on the Ground Floor	

Background: Valley Supportive Housing has requested a Special Use Permit to use the ground level of the building located at 111 Pump Street for six multi-family residential units. The property is located at the north east quadrant of the intersection of Pump Street and North Lewis Street. The building has been the long-time location of Staunton Glass Company. City records indicate the building was constructed in 1960 as a commercial building. Prior to that, the property had been the site of a single-family dwelling.

Analysis: Staff has considered the request and has identified no issues. As illustrated on the attached vicinity map (Attachment 2) the property is zoned B-2, General Business District. In the B-2 District, residential use on the ground and basement levels is permitted only by Special Use Permit. More than 50% of this story of the building is situated above grade; therefore, this level of the building is considered a ground floor. Attachment 3 illustrates the surrounding zoning in the area. Zoning to the north, south, and east is B-2, General Business District and to the west and across Lewis Street is P-1, Professional District.

The *City of Staunton Comprehensive Plan, 2018-2040*, Future Land Use Map, designates this

area as Commercial. Ordinarily, staff would not be supportive of residential use on a ground floor in a B-2 District, particularly when the Comprehensive Plan supports commercial use; however, due to topography, the ground floor of this building resembles more of a basement and is therefore less conducive for commercial or business use. Also, parking in this area is very limited with only a few on-street parking spaces on Pump Street and no code compliant parking onsite for a commercial use. Additionally, there are a number of residences already existing in the area as illustrated on the attached map (Attachment 5).

Currently, the second floor of the building consists of six multi-family residential units which are occupied by residents in the Valley Supportive Housing program. Valley Supportive Housing has received an Affordable Housing Grant through the Central Shenandoah Planning District Commission to convert the existing commercial space on the ground level to six additional residential units. Residential use does not qualify for the same parking exemptions for existing buildings that a commercial use would receive; therefore, parking is required at the rate of one parking space for each two units. This is one of the lowest required parking rates for residential purposes in the Staunton Zoning Ordinance due to the fact that very few, if any, of these residents have vehicles. The six existing parking spaces located on the west side of the property, accessed from Lewis Street, satisfy the parking requirement for the existing and proposed residential units.

Planning Commission Recommendation: At their April 21, meeting, the Planning Commission conducted a public hearing. During the public hearing no one spoke in opposition to the request. On a 5-0 vote, the Commission unanimously voted to recommend approval of the Special Use Permit with these conditions:

1. All multi-family units must be used for the elderly and/or persons with disabilities;
2. The six existing parking spaces on the property must be maintained for use by the tenants;
3. Violation of any condition of approval of the Special Use Permit will result in immediate revocation.

Attachments:

Attachment 1—Application and Supporting Documents

Attachment 2—Vicinity Map—111 Pump Street

Attachment 3—Zoning Map—111 Pump Street

Attachment 4—Future Land Use Map—111 Pump Street

Attachment 5—Map of Surrounding Uses—111 Pump Street

Suggested Motion (to be made after the public hearing is conducted): I move that Council approve the Special Use Permit with conditions as recommended by the Planning Commission.

Interim City Manager: Leslie Beauregard



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

APPLICATION FOR SPECIAL USE PERMIT

DATE: 2/21/22 3/25/22 JDR

NAME OF APPLICANT: Valley Area Community Support Inc.

ADDRESS OF APPLICANT: 1314 W. Johnson St. Staunton VA 24401

PHONE #: 540.414.2028

E-MAIL ADDRESS: valley.supportive.housing.org

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

LOCATION OF PROPERTY: 111 Pump Street

MAP PROVIDED: YES ☒ NO ☐ SITE PLAN PROVIDED: YES ☒ NO ☐ Diagram

FEE PAID: YES ☒ NO ☐ *check or cash only

PRESENT ZONING OF THE PROPERTY: B2

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

18.60.070 (3)(A)

ARE PUBLIC UTILITIES AVAILABLE AND ADEQUATE FOR PROPOSED USE? IF **NO**, EXPLAIN HOW UTILITIES WILL BE PROVIDED:

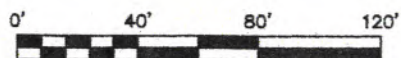
Public utilities are available. Water service meter will be enlarged or added to for additional apartments and sprinkler system.

LEGAL DESCRIPTION OF PROPERTY: Lot 1 Blk H

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

Existing 1st floor commercial space to be renovated into 6 apartments.

SIGNATURE: *McGeoff*
Exec Dir



AERIAL IMAGE
SCALE 1"=40'-0"



SITE DEVELOPMENT SUMMARY:
ZONING B2

EXISTING PARKING - 6 SPACES

EXISTING	1st FL	COMMERCIAL (STAUNTON GLASS & MIRROR)
	2nd FL	6 APARTMENTS

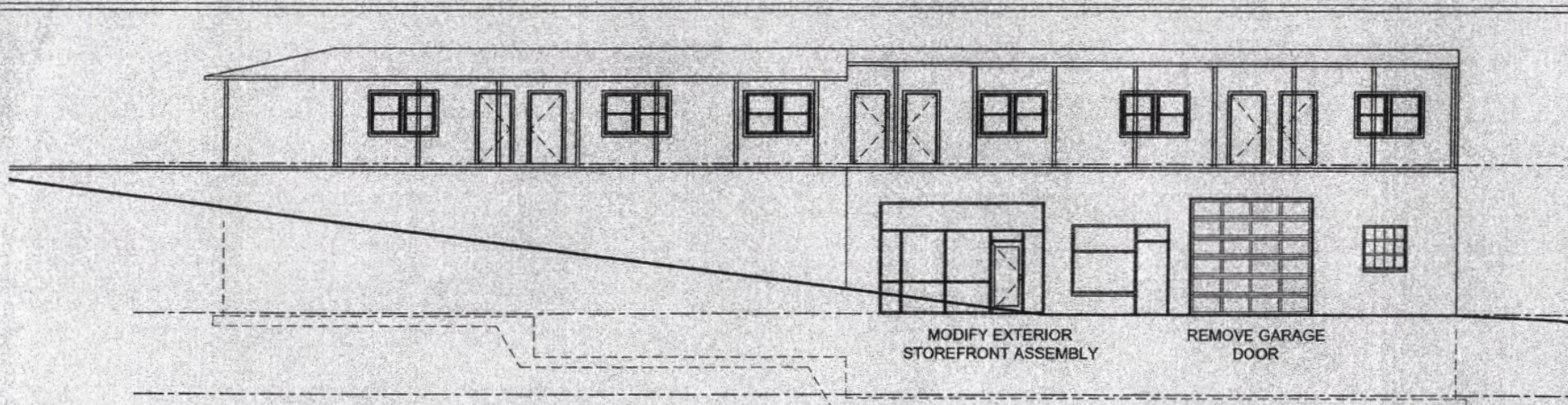
PROPOSED	1st FL	6 APARTMENTS (R-4 w/ OVERSIGHT)
	2nd FL	6 APARTMENTS

PARKING 1 SPACE PER 2 DWELLING UNITS FOR ELDERLY AND PHYSICALLY HANDICAPPED. [TABLE 18.125.10]
12 APT / 2 = 6 SPACES REQUIRED
CONSTRAINT MET w/ EXISTING.

Valley Supportive Housing
111 Pump Street
Staunton, VA 24401

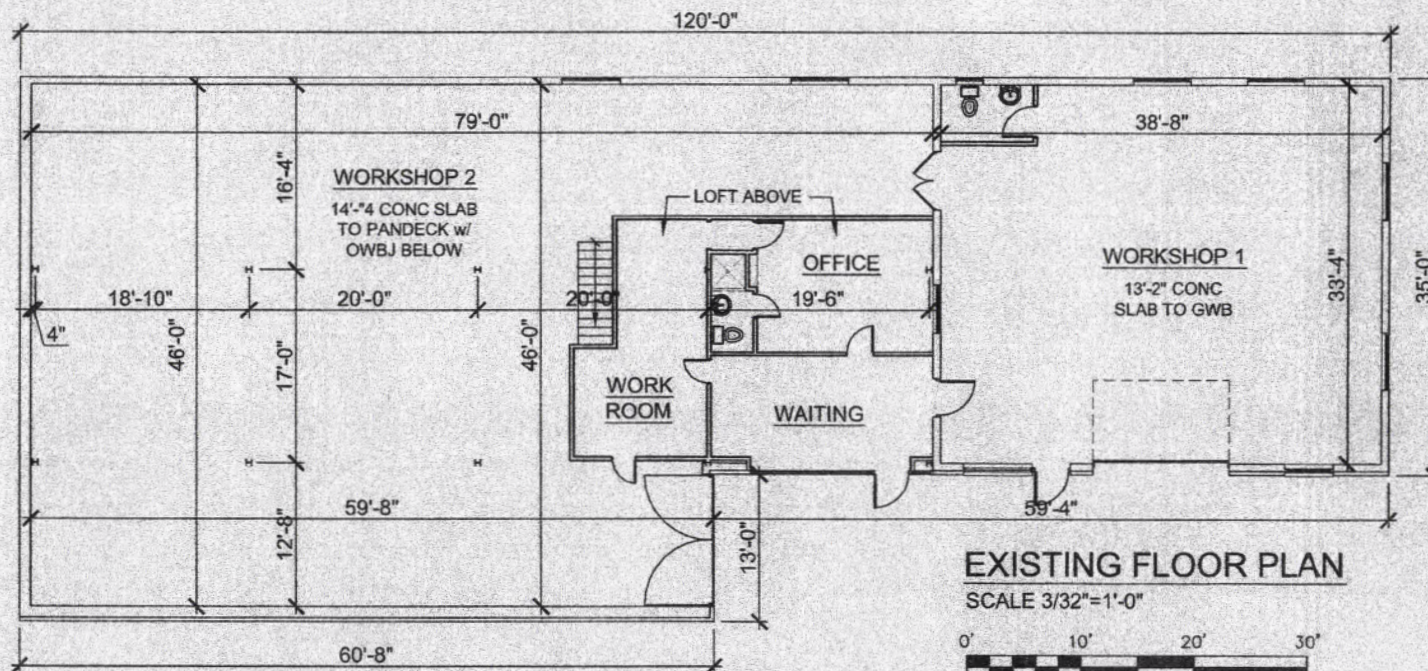
A-1

November 16, 2021



EXISTING ELEVATION

SCALE 3/32"=1'-0"



EXISTING FLOOR PLAN

SCALE 3/32"=1'-0"

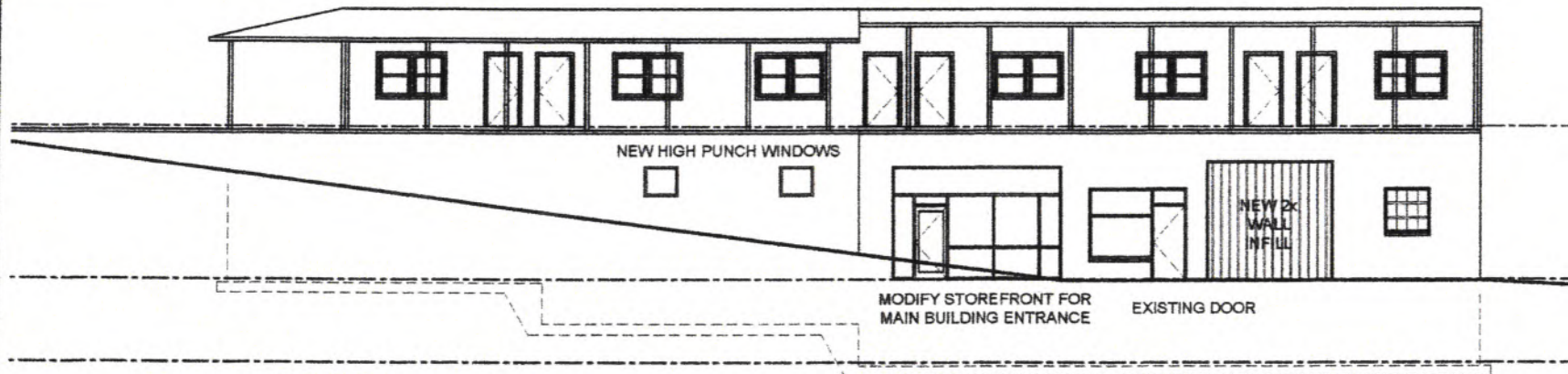


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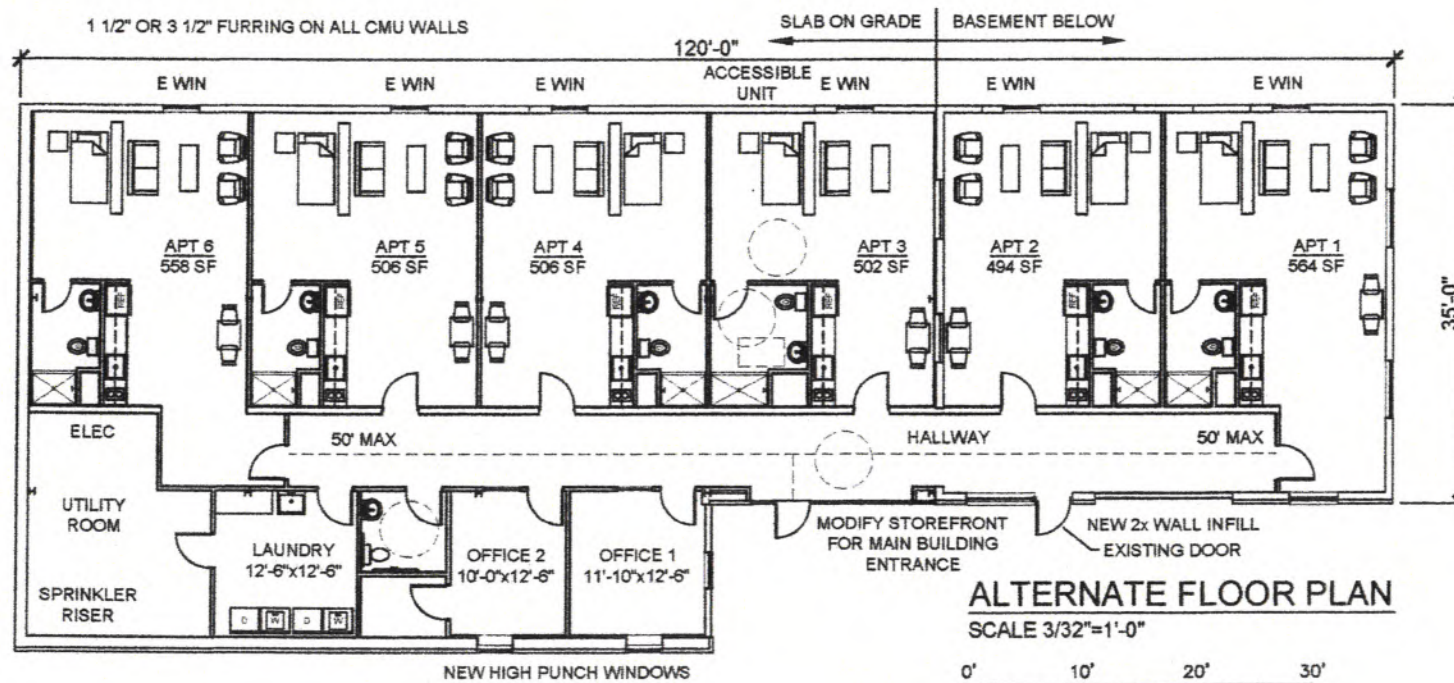
Valley Supportive Housing
111 Pump Street
Staunton, VA 24401

A-2

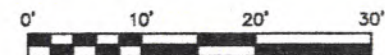
November 16, 2021



PROPOSED ELEVATION
SCALE 3/32"=1'-0"



ALTERNATE FLOOR PLAN
SCALE 3/32"=1'-0"



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Valley Supportive Housing
111 Pump Street
Staunton, VA 24401

A-4

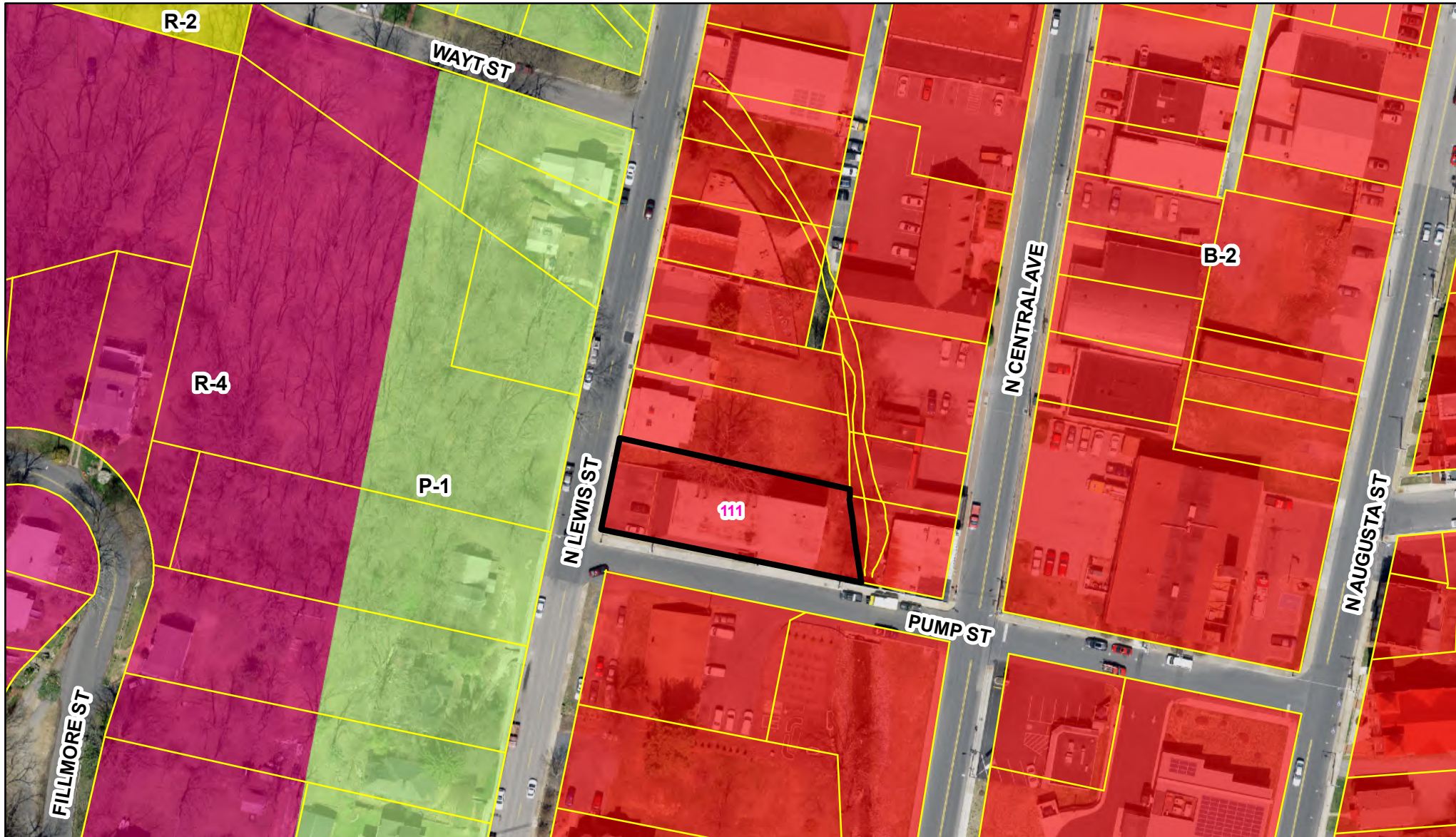
January 28, 2022

Vicinity Map – 111 Pump St

Attachment 2



Current Zoning - 111 Pump St



Zoning

B-1

B-1(conditional)

B-2

B-2(conditional)

B-3

B-5

HE-1

I-1

I-1(conditional)

I-2

I-2(conditional)

I-3(conditional)

P-1

P-1(conditional)

R-1

R-2

R-2(conditional)

R-3

R-3(conditional)

R-4

R-4(conditional)

Additional Layers

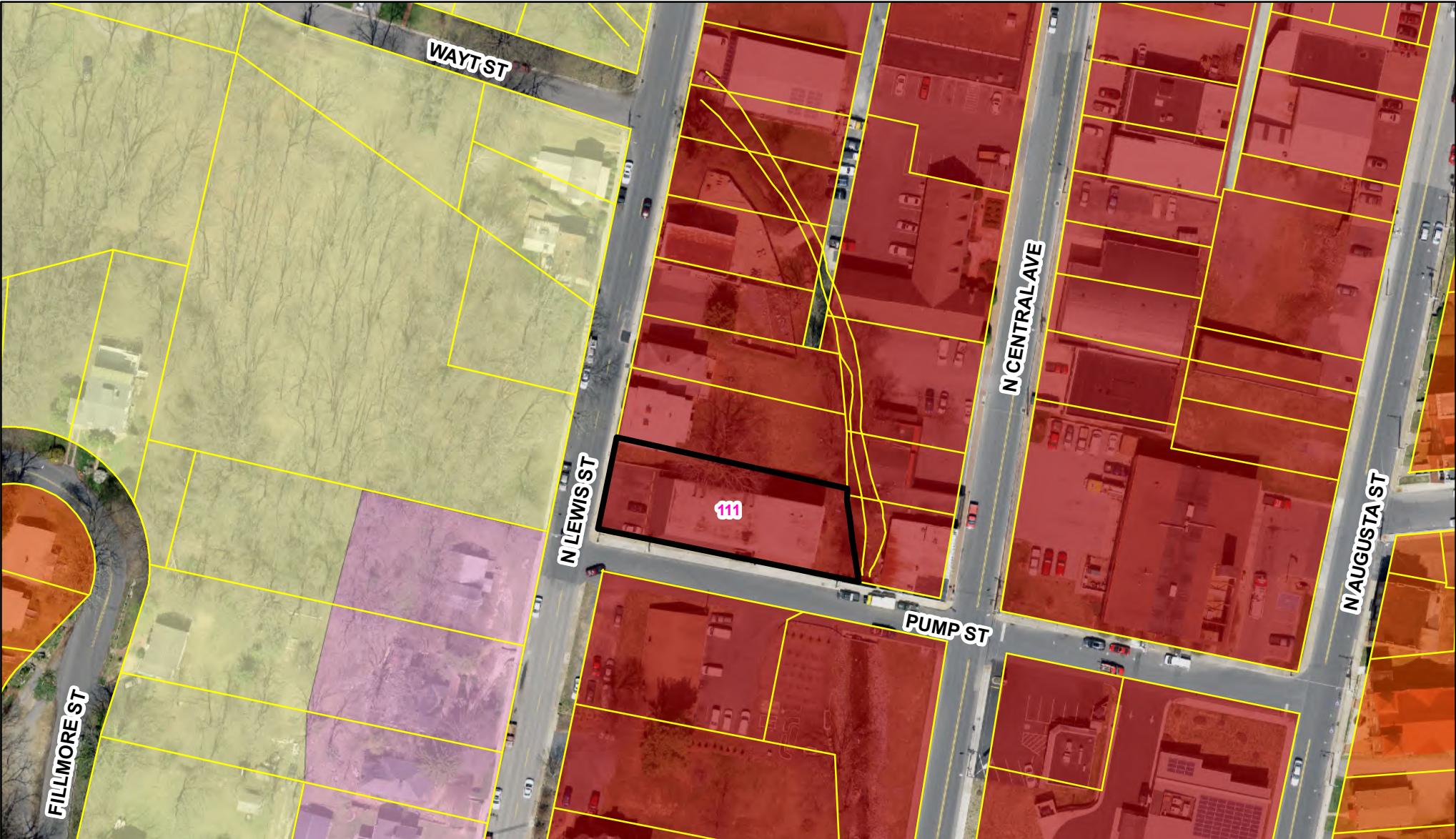
Selected Property

Lots



0 50 100 200 ft

Future Land Use - 111 Pump St



Future Land Use

- CONSERVATION/RECREATION/OPEN SPACE
- PLANNED FARM DEVELOPMENT
- PUBLIC/SEMI-PUBLIC

- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- MEDIUM DENSITY PLANNED RESIDENTIAL
- HIGH DENSITY RESIDENTIAL

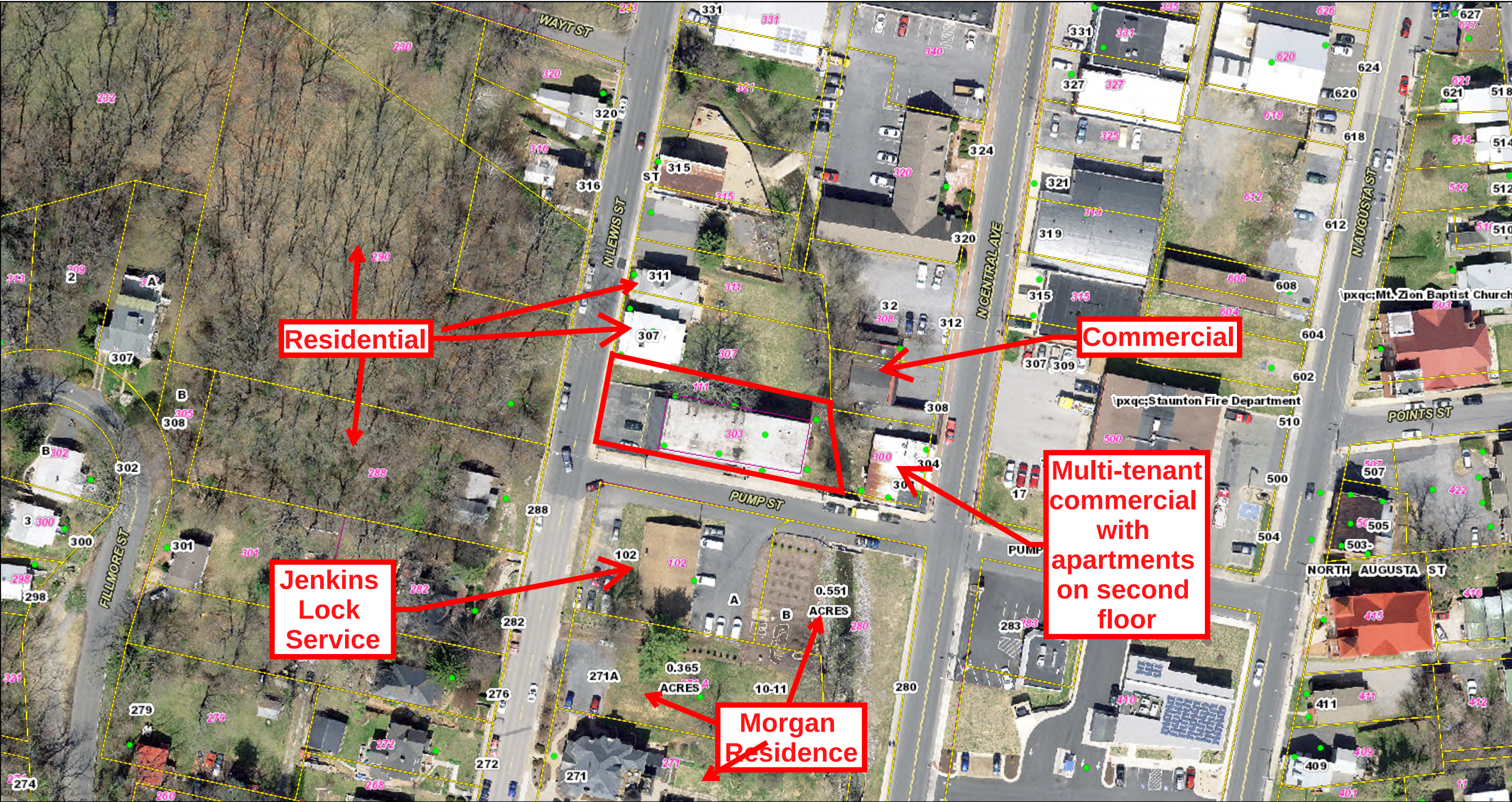
- TRADITIONAL NEIGHBORHOOD DEVELOPMENT
- LOW DENSITY PLANNED RESIDENTIAL
- NEIGHBORHOOD RESIDENTIAL
- PROFESSIONAL

- PLANNED BUSINESS
- BUSINESS
- PLANNED INDUSTRIAL
- LIGHT INDUSTRIAL
- HEAVY INDUSTRIAL

Additional Layers

- Selected Property
- Lots

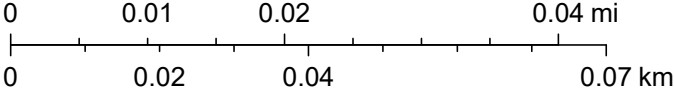
Surrounding Uses - 111 Pump Street



4/13/2022, 8:48:31 AM

1:889

- Lot_Lines
- Tax Parcels
- Road Centerline
- Green: Band_2
- Lot_Numbers
- AddressPoints
- 2018Image.tif
- Blue: Band_3
- City Limits
- Point_of_Interests
- Red: Band_1



CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	May 12, 2022	Staff Member: Jeff Johnston
Item #	C	
Department:	Public Works	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Area: Responsive, Efficient Government Value: Excellence	
Subject:	Public Hearing and Consideration of an Ordinance Amending the Timing of Water/Sewer Connection and Facility Fees	

Background: Property owners making new connections to the City's water distribution and sewage collection systems are required to pay both a connection fee and a facility fee. The City Code currently calls for these fees to be paid when the final plat is approved. If a plat is not required, they are to be paid when the building permit is issued. If no permit is required, they are to be paid at the time the connection is requested.

The current system calls for payment at three different points in the development process, which is both complex and unequable. Staff is proposing that all connection and facility fee payments be paid at the time the connection service is requested. Only the due dates would change; the details of the fee structure, including the amounts, would remain the same.

There is a public hearing requirement for this ordinance change which has been properly advertised.

Attachments:

Attachment 1—Draft Ordinance

Attachment 2—Public Hearing Notice

Interim City Manager's Recommendation: Recommend the proposed ordinance be adopted as presented.

Suggested Motion: I move that City Council adopt the ordinance amending Section 13.15.060, Water connection charges – Connection fees, of Chapter 13.05, In General, and Section 13.40.030, Sewer connection and facility fees, of Chapter 13.40, Connections to City Sewer Systems, of Title 13, Environment, of the Staunton City Code.

Interim City Manager: Leslie Beauregard

Ordinance No. 2022 - ____

AN ORDINANCE AUTHORIZING AN AMENDMENT TO SECTION 13.15.060, WATER CONNECTION CHARGES-CONNECTION FEES, OF CHAPTER 13.15, IN GENERAL, AND SECTION 13.40.030, SEWER CONNECTION AND FACILITY FEES, OF CHAPTER 13.40 CONNECTIONS TO CITY SEWER SYSTEMS, OF TITLE 13, ENVIRONMENT, OF THE STAUNTON CITY CODE TO MODIFY THE TIME AT WHICH PAYMENT FOR WATER AND SEWER FACILITY AND CONNECTION FEES ARE TO BE PAID

Recitals

A. The Staunton City Code (SCC) requires both connection fees and facility fees be paid when new connections are made to water and sewer systems. Currently, these fees are required to be paid at different points in the property development timeline based on the size and type of development;

B. City staff desire to simplify the current water and sewer fee system to require the fees for all new water and sewer connections to be paid at the same point in the development process;

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that Title 13, Environment, of the Staunton City Code be and hereby is amended as follows:

13.15.060 Water connection charges – Connection fees.

(1) Connection Fees.

(a) The fees charged for all connections, including connections made to provide fire suppression systems, shall be \$2,100 each, except as otherwise provided herein. This charge includes, but is not limited to, the service connection, the corporation stop (where required), the meter box, and the meter. Such fees shall be paid to the city prior to such connection. The foregoing notwithstanding, the director of public works may require that a higher deposit be made, prior to connection, if, in his opinion, the actual cost of such particular connection is likely to exceed \$2,100. Such deposit may be made in cash, by bond with corporate surety, or by a letter of credit payable to the city approved by the director of public works. If such higher deposit is made and the actual cost exceeds the deposit, the person requesting the deposit shall owe the difference to the city which shall be due and payable within 30 days of billing; or, if the actual cost is less than the deposit, the city shall refund the difference to such person within 30 days of completion of work.

Such actual cost may include, but is not limited to, labor, equipment, materials and other costs, but in no event shall the fees charged be less than \$2,100 for each connection.

(b) Where the service connection and the meter box are installed by the developer, the city will install the required meter. The cost for the meter shall be based on actual cost, plus 30 percent of the actual cost to cover overhead and indirect cost. The developer shall be responsible for the inspection provided by the city. This cost includes all direct cost, plus 30 percent to cover overhead and indirect cost.

(c) Projects on property owned and operated by the city of Staunton, Virginia, or the school board of the city of Staunton, Virginia, shall be exempt from water connection fees.

(d) Single-family residential projects in the city of Staunton that meet all of the following criteria may also be considered for exemption from water connection fees; however, organizations must submit a request for exemption from water connection fees which will then be considered by Staunton city council on a case-by-case basis using these criteria:

(i) The project is on property in the city of Staunton, is owned by the organization, and the organization has a 501(c)(3) exemption recognized by the Internal Revenue Service;

(ii) The project provides home ownership to residents within the city of Staunton, classified as low- and moderate-income individuals, as defined by current HUD Section 8 income standards; and

(iii) The organization administering the program requires the homeowner(s) to contribute a minimum of 200 hours in the construction of the subject single-family residence or being constructed by the organization for others.

(2) Water Off-Site Facilities Fee.

(a) The off-site facilities fee for all applicants is to cover the cost of present and future capital facilities constructed. Capital expenditures include, but are not limited to, water source, raw water storage, treatment facilities, transmission lines, pump stations and major finished water storage facilities. The off-site facilities fee shall be assessed all connectors to an existing or proposed establishment of a water system as set forth in the schedule of facilities fees under subsection (2)(g) of this section. All monies collected as "off-site facilities fees" under this section shall be deposited in a special account of the water enterprise fund to be known as the "water facilities fees account." Funds unexpended and remaining in this special account, at the end of each fiscal year, shall carry forward to succeeding fiscal years. Monies shall be disbursed from this special account to pay the costs of such present and future capital facilities, and related existing and future debt service with respect thereto.

(b) Off-Site and Oversize Main Credit Policy. Credits will be allowed against the off-site facilities fee for off-site extension in excess of 300 feet and/or line size in excess of minimum size required for the development. No credit will be allowed where a main size greater than minimum size in diameter is required to adequately serve the owner. Credits

will be computed based on public bids for the subject construction, or the schedule of rates determined for construction of water systems established annually by the city engineer.

(c) The city council may by separate agreement with a developer enter into a reimbursement agreement for off-site facilities which may be required by the city and which would not be covered by the off-site and oversized main credit policy above.

(d) The total connection fee(s) and facilities fee(s) shall be paid no later than the time when service is requested. The connection fee(s) and facilities fee(s) shall be paid by certified or cashier's check.

(e) The city council may, by resolution, waive a portion of the facilities fees for water facilities installed under federal- or state-funded water projects. The portion of the fee that is waived shall be indicated as city financial participation in the water project.

(f) The city council may, by resolution, authorize the off-site facilities fee to be waived entirely or to be paid from the general fund for those commercial or industrial owners which the city council determines would be in the best interest of the city's economic development and which would generate significant employment.

(g) Projects on property owned and operated by the city of Staunton, Virginia, or the school board of the city of Staunton, Virginia, shall be exempt from water facility fees.

(h) Single-family residential projects which meet all of the following criteria may also be considered for exemption from water facility fees; however, organizations must submit a request for exemption from water facility fees which will then be considered by Staunton city council on a case-by-case basis using these criteria:

(i) The project is on property in the city of Staunton, is owned by the organization, and the organization has a 501(c)(3) exemption recognized by the Internal Revenue Service;

(ii) The project provides home ownership to residents within the city of Staunton, classified as low- and moderate-income individuals, as defined by current HUD Section 8 income standards; and

(iii) The organization administering the program requires the homeowner(s) to contribute a minimum of 200 hours in the construction of the subject single-family residence or being constructed by the organization for others.

(i) Schedule of Water Facilities Fees.

Water Meter Size (Inches)	EDU*	Off-Site Facilities Fee
5/8"	1	\$3,500
3/4"	1.5	\$5,250
1"	2.5	\$8,750

Water Meter Size (Inches)	EDU*	Off-Site Facilities Fee
1 1/2"	4.375	\$15,310
2"	8	\$28,000
3"	16	\$56,000
4"	25	\$87,500
6"	50	\$175,000

*Equivalent Dwelling Unit.

(j) Total Connection and Facilities Fee.

(i) The total fee due by the owner to the city shall be the appropriate facilities fee based on meter size and the connection fee. A connection fee shall be due for new connections only. Facilities fees shall be due for both new structures and additions to existing structures which add one-half equivalent dwelling units (EDU) or more to an existing structure. The EDU, as set forth herein, shall be considered the same as the equivalent dwelling connection (EDC) as defined and derived in the latest Virginia Health Department Waterworks Regulations.

The facilities fee due shall be determined, first, by establishing the EDU demand on the system, and second, by the meter size set forth in subsection (2)(i) of this section, which will accommodate such demand. Such fee is due regardless of need for change to an existing water meter.

(ii) The minimum fee for any connection shall be that established for a five-eighths-inch meter.

(iii) If connections are made to water lines outside the city limits, or if the connecting lines come from outside the city limits, the total fee for connecting the applicant's water line to the city's water system shall be 50 percent more than the rate for a resident of the city for services within the city.

13.40.030 Sewer connection and facilities fees.

(1) Connection Fees. *(Effective July 1, 2020.)*

(a) The charge for all connections shall be \$3,100. This cost includes the service connection from the main to the right-of-way line, to be paid in advance of such connection. The foregoing notwithstanding, the director of public works may require that a higher deposit be made, prior to connection, if, in his opinion, the cost of such particular connection is likely to exceed \$3,100. Such deposit may be made in cash, by bond with corporate surety, or by a letter of credit payable to the city approved by the director of public works. If such higher deposit is made and the actual cost exceeds the deposit, the individual requesting the deposit shall owe the difference to the city which shall be due and payable within 30

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

(b) Where the service connection is installed by the developer, the city will inspect the installation of the service. The developer shall be responsible for all direct costs related to inspection, plus 30 percent of actual cost to cover overhead and indirect cost.

(c) Projects on property owned and operated by the city of Staunton, Virginia, or the school board of the city of Staunton, Virginia, shall be exempt from sewer connection fees.

(d) Single-family residential projects which meet all of the following criteria may also be considered for exemption from sewer connection fees; however, organizations must submit a request for exemption from sewer connection fees which will then be considered by Staunton city council on a case-by-case basis using these criteria:

(i) The project is on property in the city of Staunton, is owned by the organization, and the organization has a 501(c)(3) exemption recognized by the Internal Revenue Service;

(ii) The project provides home ownership to residents within the city of Staunton, classified as low- and moderate-income individuals, as defined by current HUD Section 8 income standards; and

(iii) The organization administering the program requires the homeowner(s) to contribute a minimum of 200 hours in the construction of the subject single-family residence or being constructed by the organization for others.

(2) Sewer Off-Site Facilities Fee.

(a) The off-site facilities fee for all applicants is to cover the cost of present and future capital facilities constructed. Capital expenditures include, but are not limited to, treatment facilities, sewer mains, and pump stations. The off-site facilities fee shall be assessed all connectors to an existing or proposed establishment of a sewer system as set forth in the schedule of facilities fees under subsection (2)(g) of this section. All monies collected as "off-site facilities fees" under this section shall be deposited in a special account of the sewer enterprise fund to be known as the "sewer facilities fees account." Funds unexpended and remaining in this special account, at the end of each fiscal year, shall carry forward to succeeding fiscal years. Monies shall be disbursed from this special account to pay the costs of such present and future capital facilities, and related existing and future debt service with respect thereto.

(b) Off-Site and Oversize Main Credit Policy. Credits will be allowed against the off-site facilities fee for off-site extension in excess of 300 feet and/or line size in excess of minimum size required to serve the development. No credit will be allowed where a main size greater than minimum size in diameter is required to adequately serve the owner. Credits will be computed based on public bids for the subject construction or a schedule of rates determined for the construction of sewerage systems established annually by the director of engineering and utilities.

(c) The city council may by separate agreement with a developer enter into a reimbursement agreement for off-site facilities which may be required by the city and which would not be covered by the off-site and oversized main credit policy in subsection (2)(b) of this section.

(d) The total connection fee(s) and facilities fee(s) in cases of increased sewer service shall be paid no later than the time when service is requested. The connection fee(s) and facilities fee(s) shall be paid by certified or cashier's check.

(e) The city council may, by resolution, waive a portion of the facilities fees for sewer facilities installed under federal- or state-funded sewer projects. The portion of the fee that is waived shall be indicated as city financial participation in the sewer project.

(f) The city council may, by resolution, authorize the off-site facilities fee to be waived entirely or to be paid from the general fund for those commercial or industrial owners which the city council determines would be in the best interest of the city's economic development and which would generate significant employment.

(g) Projects on property owned and operated by the city of Staunton, Virginia, or the school board of the city of Staunton, Virginia, shall be exempt from sewer facility fees.

(h) Single-family residential projects which meet all of the following criteria may also be considered for exemption from sewer facility fees; however, organizations must submit a request for exemption from sewer facility fees which will then be considered by Staunton city council on a case-by-case basis using these criteria:

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(ii) The project provides home ownership to residents within the city of Staunton, classified as low-and-moderate income individuals, as defined by current HUD Section 8 income standards; and

(iii) The organization administering the program requires the homeowner(s) to contribute a minimum of 200 hours in the construction of the subject single-family residence or being constructed by the organization for others.

(i) Schedule of Sewer Facilities Fees.

Water

Meter Size	EDU*	Facilities Fee
-------------------	-------------	-----------------------

5/8"	1	\$6,850
3/4"	1.5	\$10,280
1"	2.5	\$17,130

**Water
Meter Size EDU* Facilities Fee
(Inches)**

1 1/2"	4.375	\$29,970
2"	8	\$54,800
3"	16	\$109,600
4"	25	\$171,250
6"	50	\$342,500

*Equivalent Dwelling Unit.

(j) Total Connection and Facilities Fee.

(i) The total fee due by the owner to the city shall be the appropriate facilities fee and the connection fee. A connection fee shall be due for new connections only. Facilities fees shall be due for both new structures and additions to existing structures which add one-half equivalent dwelling units (EDU) or more to an existing structure. The EDU, as set forth herein, shall be considered the same as the equivalent dwelling connection (EDC) as defined and derived in the latest Virginia Health Department Waterworks Regulations. The facilities fee due shall be determined, first, by establishing the EDU demand on the system, and second, by the meter size set forth in subsection (i) of this section, which will accommodate such demand. Such fee is due regardless of need for change to an existing water meter.

(ii) The minimum fee for any connection shall be that established for a standard residential connection with a five-eighths-inch meter.

(iii) If connections are made to sewer lines outside the city limits, or if the connecting lines come from outside the city limits, the total fee for such connections shall be 50 percent more than the fee for a resident of the city for service within the city and such shall be paid before any permit is issued authorizing the connection. The applicant shall sign an agreement to the effect that he will guarantee payment of an annual sewage rental fee.

In all other respects, the provisions of Title 13, Environment, of the Staunton City Code remain the same and are hereby restated, confirmed and reordained.

Introduced:

Adopted:

Effective Date:

ATTEST: _____

Kiley A. Kesecker,

Andrea W. Oakes, Mayor

DRAFT

**NOTICE OF PUBLIC HEARING
STAUNTON CITY COUNCIL**

At the regular meeting of Staunton City Council to be held at **7:30 p.m. on May 12, 2022**, in the Rita S. Wilson Council Chambers, located on the first floor of City Hall, 116 West Beverley Street, Staunton, Virginia, Council will hold a public hearing for the following: to consider an ordinance regarding proposed amendments to Title 13, Environment, of the Staunton City Code to modify the time at which payment for water and sewer facility and connection fees are to be paid.

Copies of the proposed ordinance are available for inspection during normal working hours at the office of the Clerk of Council and at the office of the City Manager. It also will be part of the Council's meeting agenda materials posted at <https://www.ci.staunton.va.us/agendas-minutes>.

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 Clerk of Council at: keseckerka@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 Clerk of Council by email at keseckerka@ci.staunton.va.us, to request an interpreter.

Kiley A. Kesecker
Clerk of Council

Please publish on Wednesday May 4th as a boxed ad in the “Legal Notice” section of the paper.

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	May 12, 2022	John C. Blair City Attorney Chris Tuttle Parks and Recreation Director
Item #	D	
Department:	Parks and Recreation	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Engagement	
Subject:	Public Hearing and Consideration of an Ordinance Authorizing a Lease Agreement between City of Staunton and Happy Birthday America, Inc.	

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

Attachments:

Attachment 1—Proposed Lease Agreement

Attachment 2—Public Hearing Notice

Attachment 3—Proposed Ordinance

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

Suggested Motion: I move that City Council adopt the ordinance authorizing the approval of the lease agreement between the City of Staunton and Happy Birthday America, Inc., and further authorizing the Interim City Manager to execute the lease agreement with such

modifications and in final form as approved by the City Attorney.

Interim City Manager: Leslie Beauregard

DRAFT 3.18.22

**LEASE AGREEMENT FOR
HAPPY BIRTHDAY AMERICA'S
2022 FOURTH OF JULY HOLIDAY ACTIVITIES**

THIS LEASE AGREEMENT (Agreement), dated _____, 2022, for identification, is made by and between the CITY OF STAUNTON, VIRGINIA (the City), a municipal corporation of the Commonwealth of Virginia, and HAPPY BIRTHDAY AMERICA, INC. (HBA), a Virginia non-profit corporation (SCC ID: 08246308) and independent contractor.

1. **Recitals.**

1.1. The City owns and operates what is commonly known as Gypsy Hill Park (Parcel ID# 9115).

1.2. HBA is a privately organized and operated organization that for charitable and educational purposes desires to sponsor and conduct Fourth of July-related activities for the year 2022.

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

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

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

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

3. **Term and Rent.** The term of this Agreement shall be from _____, July ____, 2022, to and including _____, July ____, 2022, and the rent shall be the sum of \$1.00 paid by HBA to the City. Notwithstanding the foregoing, HBA shall be permitted

to use Gypsy Hill Gymnasium on _____, June ____, 2022, to prepare for, and on _____, June _____, 2022, to conduct, a pageant.

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

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

6. **Uses by HBA.** HBA will be permitted to conduct a general celebration of the birth of the United States of America upon the Property in accordance with a general schedule of events reviewed by the City for the purpose of avoiding scheduling conflicts. HBA may provide mechanically operated rides to children under the age of twelve. In this regard, HBA shall submit to the City’s Director of Recreation and Parks by July 1, 2022, a written schedule of proposed events as well as a list of mechanically operated rides solely for the City to plan public safety and traffic logistics as well as to evaluate appropriate insurance coverage and inspection records for rides. Any events or activities shall be concluded and crowds dispersed by not later than 11:30 p.m. local time.

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

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

If HBA elects to provide mechanically operated rides for children under the age of twelve, HBA shall ensure that all necessary permits and inspections as required by federal, state, and local laws and ordinances are completed. HBA shall submit a copy of all

inspection reports and permits to the City's Director of Parks and Recreation before the rides may be utilized by HBA attendees.

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

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

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

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

13. **Environmental Indemnification.**

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

of any of the foregoing unless due to the conduct of the City or a third party unaffiliated with HBA. HBA's obligations under this Agreement shall arise whether or not any governmental authority or individual has taken or threatened any action in connection with the presence of any Hazardous Wastes or Toxic Substances.

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

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

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

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

14. **General Indemnity and Hold Harmless.** HBA shall indemnify, defend and hold harmless the City, its members of Council, officers, directors, agent and employees, against and from any and all demands, claims, liens, suits, actions, debts, damages, costs, losses, obligations, judgments, and expenses (including reasonable

attorney and other professional and non-professional fees) arising out of, or resulting from, any and all injuries to persons or property by reason of HBA's use of the Property and by reason of the use or act of any person, firm, or corporation operating upon the Property with HBA's permission. The term "HBA's use of the Property" means all those activities, events, equipment, displays, performances, demonstrations, concessions, and parades constituting a part of the celebration referred to in this Agreement. This provision shall survive termination or expiration of this Agreement.

15. **Insurance.**

15.1. At its expense and prior to _____, 2022, HBA shall provide the City with satisfactory evidence, as determined by the City in its sole discretion, that HBA has obtained and paid for a general policy of public liability insurance (with the City as an additional named insured therein) insuring HBA and the City for injuries or damage to persons or property occurring by reason of HBA's, its agents', sublessees' or invitees' use of the Property. Such policy shall be in an amount not less than \$1,000,000.00 for any single event occurrence, or injury. The insurance policy shall also have not less than a \$2,000,000.00 aggregate policy limit and "non-owned" automobile liability coverage provisions. HBA shall require each parade participant to have a policy of automobile insurance in force at the time of parade participation that includes the following minimum limits: bodily injury/death, \$300,000, and property damage, \$100,000. The insurance required by this section shall be carried with an insurance company licensed to do business in the Commonwealth of Virginia and rated no less than A- by A.M. Best.

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

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

15.4 HBA will provide the City with satisfactory evidence that each mechanical amusement ride operator has a policy of liability insurance for its activities in an amount not less than \$1,000,000.00 for any single event, occurrence, or injury, with HBA and the City named as additional insureds thereon. To this end, HBA will require a certificate of insurance evidencing the aforementioned provisions with the request for participation in the event.

15.5. HBA affirmatively represents and warrants to the City that it shall not have and shall not permit anyone to have or operate any amusement equipment or device or activity on the Property. For purposes of this provision, “amusement” means by way of illustration but not exhaustion any activity of any kind whatsoever that involves or is related to anything by which a person is conveyed or moved in an unusual and programmed or orchestrated manner for diversion, pleasure, entertainment, excitement, or other distinctive sensation or experience.

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

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

To the City:

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

With a copy to:

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

To HBA:

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

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

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

19. **Assignment; Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of successors in interest and permitted assigns of the City and HBA. This Agreement may not be assigned, nor any performance of any duty hereunder be delegated, by either the City or HBA without the prior written consent of the other.

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

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

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

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

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

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

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

City of Staunton, Virginia

By: _____
Leslie M. Beauregard, Interim City Manager

Date: _____

Happy Birthday America, Inc.

By: _____
Andrew Deitz, President

Date: _____

The News Leader

Attachment 2

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

Customer: STAUNTON CITY OF

Ad No.: 0005237843

Address: 116 W BEVERLEY ST
STAUNTON VA 24401
USA

Pymt Method Invoice

Net Amt: \$397.20

Run Times: 1

No. of Affidavits: 1

Run Dates: 05/04/22

Text of Ad:

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

At the regular meeting of Staunton City Council to be held at **7:30 p.m. on May 12, 2022**, in the Rita S. Wilson Council Chambers, located on the first floor of City Hall, 116 West Beverley Street, Staunton, Virginia, Council will hold public hearings for the following:

1. To consider an ordinance authorizing the Interim City Manager to enter into an agreement with Staunton Baseball, Inc., to lease City property known as the John Moxie Memorial Baseball Stadium and facilities for the purposes, during summer months, of playing baseball during the Valley League Baseball season, including operation of a concession stand.

2. To consider an ordinance authorizing the Interim City Manager to enter into an agreement with Happy Birthday America, Inc., to lease City property to conduct Fourth of July-related activities in and around the Gypsy Hill Park complex and nearby area.

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

Copies of the proposed agreements and ordinances are available for inspection during normal working hours at the office of the Clerk of Council and at the office of the City Manager. It also will be part of the Council's meeting agenda material posted at <https://www.ci.staunton.va.us/agendas-minutes>.

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-meeting>. 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 Clerk of Council at: keseckerka@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 Clerk of Council by email at keseckerka@ci.staunton.va.us, to request an interpreter.

Kiley A. Kesecker
Clerk of Council

0005237843-01

ATTACHMENT 3

DRAFT 03.17.22

Ordinance No. 2022 -

**AN ORDINANCE
AUTHORIZING THE APPROVAL
OF A LEASE AGREEMENT
BETWEEN THE CITY OF STAUNTON AND
HAPPY BIRTHDAY AMERICA, INC. FOR
HAPPY BIRTHDAY AMERICA'S BIRTHDAY CELEBRATION
2022 FOURTH OF JULY HOLIDAY ACTIVITIES**

Recitals

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

B. Happy Birthday America, Inc. (HBA) is a privately organized and operated organization that has requested a lease agreement for charitable and educational purposes to sponsor and conduct Fourth of July-related activities for the year 2022;

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA that it authorizes the lease agreement between the City of Staunton and Happy Birthday America, Inc. to sponsor and conduct Fourth of July-related activities for the year 2022; and it is

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

Introduced:

Adopted:

Effective Date:

Andrea W. Oakes, Mayor

ATTACHMENT 3

DRAFT 03.17.22

47 ATTEST: _____
48 Kiley A. Kesecker
49 Clerk of Council
50

DRAFT

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	May 12, 2022	John C. Blair City Attorney Chris Tuttle Parks and Recreation Director
Item #	E	
Department:	Parks and Recreation	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Engagement	
Subject:	Public Hearing and Consideration of an Ordinance Authorizing the Lease Agreement between City of Staunton and Staunton Baseball, Inc. for the Limited Use of Baseball Field and Operation of Concession Rights	

Background: The City intends to enter into a lease agreement with Staunton Baseball, Inc. for the lease of John Moxie Memorial Baseball Stadium and related facilities for the purposes of the 2022 Valley League baseball season and the operation of the concession stand at the stadium. Staunton Baseball, Inc. staff have requested access to office facilities beginning May 13, 2022. No field activity will take place until after May 23, 2022. The proposed lease agreement has been reviewed by the City Attorney with staff (Attachment 1). A public hearing is required, as properly noticed in *The News Leader* (Attachment 2). Subsequent to the public hearing, Council may consider the proposed lease agreement and proposed ordinance (Attachment 3).

Attachments:

Attachment 1—Proposed Lease Agreement

Attachment 2—Public Hearing Notice

Attachment 3—Proposed Ordinance

Interim City Manager's Recommendation: Conduct a public hearing and adopt the proposed

ordinance authorizing the lease agreement and further authorizing the City Manager to execute the lease agreement upon final review and approval by the City Attorney.

Suggested Motion: I move that City Council adopt the ordinance authorizing approval of the lease agreement between the City of Staunton and Staunton Baseball, Inc. for the limited use of the baseball field and operation of concession rights beginning May 15, 2021, and further authorizing the City Manager be authorized to execute the lease agreement with such modifications and in final form as approved by the City Attorney.

Interim City Manager: Leslie Beauregard

**LEASE AGREEMENT FOR THE LIMITED USE OF BASEBALL FIELD
AND OPERATION OF CONCESSION RIGHTS**

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

THIS LEASE AGREEMENT (Agreement), dated May ____, 2022 for identification, is made by and between THE CITY OF STAUNTON, VIRGINIA (the City), a municipal corporation of the Commonwealth of Virginia, and STAUNTON BASEBALL, INC. (Staunton Baseball) a Virginia corporation (SCC ID: 0732260-5).

1. **Recitals.**

1.1. The City owns and operates John Moxie Memorial Baseball Stadium in Gypsy Hill Park at what is commonly known as “the fairgrounds.”

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

1.3. In connection with the use of Stadium, the City deems it practicable and desirable that a concession stand be operated and Staunton Baseball is desirous of operating such concession stand.

1.4. After advertising and conducting a public hearing and after approval action of the Council of the City of Staunton, Virginia, the City authorizes that the City facilities (Facilities) shown on the aerial map annexed as **Exhibit B** be made available for such use, including the designated parking area for non-exclusive use, because the Valley League baseball program provides the City and its residents with valued recreational and entertainment opportunities during the summer. Nonetheless, it is stipulated that Staunton Baseball activities, including but not limited to scheduling, programming, and participation, are not sponsored, not directed, and not managed by the City, instead being solely and completely controlled by Staunton Baseball. It is also stipulated that any decision-making is within the sole and private, independent control and exercise of discretion of Staunton Baseball and any role of the City of Staunton is minimal, providing merely neutral logistical assistance, with no role whatsoever as to making agreements, displaying advertising or adopting or enforcing any requirements.

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

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

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

3. **Term.** The term of this Agreement shall be from _____ 2022, to and including _____, 2022, and rent shall be the sum of \$1.00 paid by Staunton Baseball to the City.

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

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

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

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

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

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

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

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

5.2. Any sales of alcohol shall be subject to Staunton Baseball obtaining all necessary and required insurance, licenses, and permits as required by state and federal regulations.

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

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

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

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

5.7. Any concession personnel shall be uniformed in order that they are readily identifiable and will be required to be clean and neat in appearance. No concession personnel shall use profane, abusive, obscene, or discriminatory language towards customers while engaging in concession operations.

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

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

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

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

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

7.1. The City hereby expressly reserves and excepts the use of the Facilities during the baseball season when, in the sole discretion of the City, the Facilities are needed for civic purposes, scheduled community recreation events, or other purposes,

and the Staunton High School baseball team shall have the right, as a matter of priority, to practice and play games during its season, in the afternoons or evenings during the academic year. The City shall, when practicable, give at least twenty-four (24) hours' notice to Staunton Baseball of any conflict of events. In case of emergency or necessity, to be determined in the City's sole discretion, the City may take control of and use the Facilities without Staunton Baseball receiving notice.

7.2. Staunton Baseball will provide the City with a schedule for the season on or before June 1, 2022. After the schedule is submitted to the City, all changes of dates and times must be submitted for approval by the City at least twenty-four (24) hours prior to such changes being made.

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

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

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

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

7.7. Staunton Baseball agrees that in the event a celebration is scheduled by the City or by the "America's Birthday Celebration" on or about July 4, no

baseball games or events will be scheduled by Staunton Baseball which will conflict with or distract from, in the sole discretion of the City, such events in or adjacent to such park, baseball field, or other recreational or transportation near the Stadium. No games will be scheduled during the period of July 1, 2022 through July 5, 2022, without prior permission of the City.

8. **Environmental Indemnification.**

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

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

8.3. In the event of any Release or the presence of any Hazardous Wastes or Toxic Substances affecting Facilities, or in the event Staunton Baseball shall fail to comply with any of the requirements of any federal, state or local statute or regulation related to the protection of the environment, the management of Hazardous Wastes or the control of Toxic Substances, unless any of the aforesaid is due solely to the conduct of the City or a third party unaffiliated with Staunton Baseball, Staunton Baseball shall, using commercially reasonable, good faith efforts, diligently proceed to restore Facilities to the original condition existing as of the date of this Agreement. If

Staunton Baseball fails to use its commercially reasonable, good faith efforts or to diligently pursue restoration of Facilities, the City may, at its election, and at Staunton Baseball's cost and expense, but without the obligation to do so, give such notice and/or cause such work to be performed at Facilities and/or take any and all other actions as the City shall deem necessary to restore Facilities to the original condition existing as of the date of this Agreement.

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

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

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

10. **Insurance.**

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

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

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

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

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

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

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

To the City:

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

With a copy to:

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

Fax: 540-851-4001

To Staunton Baseball:

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

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

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

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

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

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

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

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

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

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

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

WITNESS the following signatures and seals.

The City of Staunton

Leslie M. Beauregard, Interim City Manager

Date: _____

Staunton Baseball, Inc.

Lance Mauck, President

Date: _____



4/12/2018

Exhibit A

1 inch = 169 feet

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



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

Exhibit B

1 inch = 200 feet

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



4/12/2018

The News Leader

Attachment 2

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

Customer: STAUNTON CITY OF

Ad No.: 0005237843

Address: 116 W BEVERLEY ST
STAUNTON VA 24401
USA

Pymt Method Invoice

Net Amt: \$397.20

Run Times: 1

No. of Affidavits: 1

Run Dates: 05/04/22

Text of Ad:

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

At the regular meeting of Staunton City Council to be held at **7:30 p.m. on May 12, 2022**, in the Rita S. Wilson Council Chambers, located on the first floor of City Hall, 116 West Beverley Street, Staunton, Virginia, Council will hold public hearings for the following:

1. To consider an ordinance authorizing the Interim City Manager to enter into an agreement with Staunton Baseball, Inc., to lease City property known as the John Moxie Memorial Baseball Stadium and facilities for the purposes, during summer months, of playing baseball during the Valley League Baseball season, including operation of a concession stand.

2. To consider an ordinance authorizing the Interim City Manager to enter into an agreement with Happy Birthday America, Inc., to lease City property to conduct Fourth of July-related activities in and around the Gypsy Hill Park complex and nearby area.

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

Copies of the proposed agreements and ordinances are available for inspection during normal working hours at the office of the Clerk of Council and at the office of the City Manager. It also will be part of the Council's meeting agenda material posted at <https://www.ci.staunton.va.us/agendas-minutes>.

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-meeting>. 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 Clerk of Council at: keseckerka@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 Clerk of Council by email at keseckerka@ci.staunton.va.us, to request an interpreter.

Kiley A. Kesecker
Clerk of Council

0005237843-01

ATTACHMENT 3

DRAFT 03.29.22

Ordinance No. 2022 - _____

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

Recitals

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

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

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA that it authorizes the lease agreement between the City of Staunton and Staunton Baseball, Inc. for the limited use of the baseball field and operation of concession rights retroactively to and including _____, 2022; and it is

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

Introduced:

Adopted:

Effective Date:

Andrea W. Oakes, Mayor

ATTEST: _____

ATTACHMENT 3

DRAFT 03.29.22

47
48

Kiley A. Kesecker
Clerk of Council

DRAFT

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	May 12, 2022	Staff Members: Billy Vaughn Amanda DiMeo
Item #	F	
Department:	Community Development	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Area: Built Environment Values: Excellence, Environmentally Conscious	
Subject:	Substantial Amendment to the FY 2019 Annual Action Plan to Reallocate CDBG-CV Funds Awarded under the CARES Act	

Background: In February 2019, the City was designated by the U.S. Department of Housing and Urban Development (HUD) as an entitlement community. This designation qualified the city to receive annual allocations from HUD. In 2020, in response to the pandemic, supplemental funding was made available from the CARES Act (CDBG-CV), for program services and activities that would help prevent, prepare for, and respond to the coronavirus pandemic. HUD allocated additional CDBG-CV funds that were disbursed to five local non-profit organizations.

Last month, the Central Shenandoah Health District (CSHD) requested that the unused portion of the CDBG-CV funds they received be reallocated to other organizations in the City that work with vulnerable populations. Their decision was based on the fact that additional funding has been received from multiple state and federal entities. In response to CSHD's request, staff reached out to the non-profits that received COVID-CV funding to determine if additional funding would help them further their efforts to address pandemic-related issues.

Staff received requests from two agencies, and proposes the following revisions to the FY2019 program budget:

- a. Reduce Health Education and Services: This action is in response to the Central Shenandoah Health District request to return \$43,231.95 in CDBG-CV funding.
- b. Increase Shelter Operations: Valley Mission requested \$35,240.28 in CDBG-CV funding to support increased operating expenses associated with needs at the emergency shelter. This funding would support the effort to provide for social distancing, sanitized space, and space for shelter guests needing to quarantine.
- c. Create New COVID Testing Activities: Valley Program for Aging Services requested \$7,991.67 to purchase and distribute testing kits to the elderly and disabled.

Staff engaged with M&L Associates, Inc., the consultant under contract with the City to provide program administration and technical support services, to vet the proposals to ensure compliance with HUD CDBG COVID-19 guidelines.

As required by HUD regulations, the Substantial Amendment was properly advertised, and made available to the public on May 6, 2022 for a period of five (5) days. Also, a public hearing is scheduled for May 12, 2022, at 2:00pm for the purpose of presenting and receiving comments on the City's intent to reallocate funds for activities for income-eligible individuals that have been directly impacted by COVID-19.

If City Council approves the proposed amendment to the FY19 Annual Action Plan, authorization must be given to the Interim City Manager to sign sub-recipient agreements, and other associated documents with agencies slated to receive HUD CDBG funds.

Attachments:

Attachment 1—Public Hearing Notice of the Substantial Amendment to the 2019 Annual Action Plan for CDBG-CV Funds from the Cares Act

Attachment 2—Substantial Amendment to the FY2019 Annual Action Plan for CARES Act CDBG-CV Funds

Interim City Manager's Recommendation: City Council approve the Substantial Amendment to the FY2019 Annual Action Plan for CARES Act CDBG-CV Funds in response to the COVID-19 emergency, and provide authorization for the Interim City Manager to sign appropriate forms including sub-recipient agreements with agencies slated to receive HUD CDBG funds.

Suggested Motion: I move that City Council approve the Substantial Amendment to the FY2019 Annual Action Plan for CARES Act CDBG-CV Funds in response to the COVID-19 emergency, and authorize the Interim City Manager to sign appropriate forms including sub-recipient agreements with agencies slated to receive HUD CDBG funds.

Interim City Manager: Leslie Beauregard

NOTICE OF PUBLIC NEEDS HEARING

CITY OF STAUNTON, VIRGINIA SUBSTANTIAL AMENDMENT TO THE 2019 ANNUAL ACTION PLAN FOR CDBG-CV FUNDS FROM THE CARES ACT

Notice is hereby given that the City of Staunton, Virginia is proposing a Substantial Amendment to its 2019 Annual Action Plan to re-allocate CDBG-CV funds awarded under the FY20 CARES Act supplemental funding legislation.

In accordance with the Final Rule for revised program regulations, 24 CFR, Parts 91, et. al., the City intends to conduct a public hearing to obtain input on the proposed amendment. The public is invited to attend this meeting and provide input on the amendment.

The City will hold a public hearing on May 12, 2022 at 2:00pm in the Rita S. Wilson City Council Chambers in City Hall at 116 W Beverley St, Staunton, VA 24401. Anyone requiring special accommodations, or who requires a presentation in a language other than English, please contact the City of Staunton's Clerk of Council, at keseckerka@ci.staunton.va.us or (540) 332-3810 no later than May 9, 2022. The City's TDD number is (540) 332-3968.

Copies of the draft Substantial Amendment will be on public display on the City of Staunton's website <https://www.ci.staunton.va.us/departments/community-development> and at City Hall 116 W Beverley St, Staunton, VA 24401, on May 6, 2022 for a period of five (5) days. Interested persons are encouraged to express their views, in writing, on the amended 2019 Annual Action Plan to William Vaughn, vaughnwl@ci.staunton.va.us or P.O. Box 58, Staunton, Virginia 24402. All comments received by May 11, 2022 will be considered and appended to the document.

It is anticipated that City Council will consider the Substantial Amendment to its 2019 Annual Action Plan at its scheduled meeting on Thursday, May 12, 2022 at 7:30 pm.

City of Staunton, VA

A certificate of advertisement is required. Please send to William Vaughn, Director of Community and Economic Development, City of Staunton, vaughnwl@ci.staunton.va.us.



CITY OF STAUNTON, VIRGINIA
SUBSTANTIAL AMENDMENT TO FY 2019 ANNUAL ACTION PLAN FOR
CDBG CARES ACT FUNDS

Overview/Objective

The Federal CARES Act, P.L. 116-136, made available supplemental funding through the Community Development Block Grant (CDBG) Program. The City of Staunton is proposing an amendment to current projects in its CDBG-CV allocation.

Public Comment

The U.S. Department of Housing and Urban Development (HUD) granted several waivers to program procedure to expedite the use of these funds. These waivers included an ability to amend the Citizen Participation Plan and allow for a much shorter timeframe for public display, use of the internet to make the Substantial Amendment available to the public and use of virtual meetings to allow for input and comment. The City of Staunton advertised and made the Substantial Amendment available to the public on May 6, 2022, for a period of 5 days, and held a public hearing on May 12, 2022 in the Rita S. Wilson City Council Chambers.

Rationale for the Amendment

The Coronavirus Aid, Relief, and Economic Security Act, (CARES Act) which was signed into law on March 27, 2020, provides funds through the CDBG, ESG and HOPWA programs. The CARES Act provides for allocations of funds to prevent, prepare for, and respond to coronavirus.

The City of Staunton has taken stock of local needs and the parameters of each of the programs and determined how the funds allocated will be used in this community. As needs have changed and other funds identified, the City has re-evaluated the needs and is proposing the following revision to its program budget:

- Reduce Health Education and Services by \$43,231.95. The Central Shenandoah Health District indicated it was no longer in need of this funding.
- Increase Shelter Operations by \$35,240.28. Funds will be used by the Valley Mission to support increased operating expenses associated with needs at the emergency shelter in order to provide social distancing, sanitized space, and space for shelter guests needing to quarantine.
- Create new activity VPAS COVID Testing and fund at \$7,991.67. Funds will be used by Valley Program for Aging Services to purchase and distribute testing kits to the elderly and disabled.

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	May 12, 2022	Phil Trayer Chief Finance Officer Leslie Beauregard Interim City Manager
Item #	G	
Department:	Finance City Manager’s Office	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsive, Efficient Government	
Subject:	Discussion of Uses of the American Rescue Plan Act Funds	

Background: On May 25, 2021 the U.S. Department of the Treasury issued a notice to the City of Staunton that the first half of funding from American Rescue Plan Act (ARPA) funds had been issued in the amount of \$6,478,213. The City expects to receive the second allotment no later than May 25, 2022.

The U.S. Department of the Treasury had issued "Interim Final Rules" to guide localities on eligible uses of these funds. These rules went "final" during our budget process with interpretations continuing to be released by the US Treasury Department.

At the May 12, 2022 meeting, staff will ask for City Council's input to establish an expenditure framework on which to base allocation of the ARPA funds. A PowerPoint presentation will be provided prior to the work session. The presentation will expand upon previously presented capital related and other prospective projects.

In addition, there is attached material that highlights a new proposal for the ARPA funds as it relates to a small area study for Uniontown. Rodney Rhodes, Senior Planner, will be at the meeting to discuss this further and answer any questions.

Finally, City Council will be guided through the results of the community survey that was sent to

a number of residents and business owners between the months of October 2021 – January 2022. The complete survey results and report can be found [here](#). A summary will be provided to Council that highlights the critical points of the results and presented during the meeting.

Interim City Manager's Recommendation: Begin to receive feedback from City Council about uses of these funds.

Suggested Motion: Not applicable.

Interim City Manager: Leslie Beauregard

Attachment 1

Uniontown Small Area Plan Proposal

City Council, at their February 2, 2022 Work Session, expressed an interest in funding the extension of water and sewer lines to Jones Street, Patton Street, Anthony Street and National Avenue (generally referred to as “Uniontown”). The City engaged the services of Wiley/Wilson to conduct a study to determine the best method by which sewer and water infrastructure could be built in Uniontown. The preferred option is estimated to cost approximately \$5.2 million.

Prior to undertaking the infrastructure improvements recommended by the Wiley/Wilson study, staff recommends that the City conduct a comprehensive small area plan for the area. The plan would establish goals and objectives for the community; aligning with the City of *Staunton Comprehensive Plan 2018-2040*. It would focus on areas of concern (i.e. preservation, revitalization, redevelopment, economic impact and infrastructure needs, etc.). The plan would develop clearly articulated action-oriented strategies for addressing the community’s greatest community development needs following meaningful citizen participation. Without first undertaking such a plan, it is staff’s concern that the extension of water and sewer lines will not have the desired community impact or meet the City’s objectives.

At their March 17, 2022 meeting, the Planning Commission conducted a public hearing on a mass rezoning of 44 properties in the area. The intent was to address the proper zoning of historic and long-term nonconforming residential properties that are currently zoned for industrial use. During the public hearing residents and property owners expressed concerns regarding the implications of rezoning the properties and the potential extension of water and sewer lines to the community (increased property values/taxes, mandatory hookup to facilities and their related fees, etc.). Upon hearing these concerns, the Planning Commission tabled action on the proposed rezoning.

At their April 21, 2022 meeting, the Planning Commission discussed how to proceed on the matter. On a 5-0 vote, the Commission unanimously voted to support a comprehensive study and small area plan for the area. It was noted that “the comprehensive plan should include potential scenarios of how the community could come back to life if the proposed utilities were put into place.”

Staff estimates that a small area plan for the community would cost approximately \$50,000-\$75,000 and recommends that Council consider funding this project through American Rescue Plan Act funds.

How small communities can leverage strategic planning for ARPA funds

THE CORONAVIRUS AID, Relief and Economic Security Act (CARES) and the American Rescue Plan Act (ARPA) provide significant financial assistance to states and local governments to support continued response and recovery to the COVID-19 pandemic. Over \$350 billion in CARES funding and over \$1 trillion in ARPA funding is available to states and local governments. However, small communities (i.e., those with a population of 20,000 or below) have faced unique challenges during the pandemic. Due to their often limited staff who cover a broad range of responsibilities they have limited capacity to take on the administrative tasks required to make use of funds from these federal spending programs such as ARPA. In these cases, small communities can benefit from using an existing strategic plan or strategic planning process to prioritize community needs and take advantage of the financial opportunities afforded by CARES and ARPA.

Permitted uses of the funds

Before a locality spends and tracks their funds, it's important to understand their allowable uses. As categorized by the United States Department of Treasury, communities can use the Coronavirus State and Local Fiscal Recovery Funds created by ARPA for the following:

- **Support public health expenditures**, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff.
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector.
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic.
- **Provide premium pay for essential workers**, offering additional support to those who have and will bear the greatest health risks because of their service in critical positions.
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband.

Example: ARPA / Strategic Plan spending alignment

ARPA Funding Category	Strategic Plan Goal	Strategy	Intended Expenditures	Project Start Date	Project End Date
Support Public Health Expenditures	Healthy Living and Well-being	Public Facility Upgrades	\$1.7 million	07/2021	07/22
Address negative economic impacts caused by the public health emergency	Robust Economy	Aid to Tourism, Travel, or Industry	\$8.4 million	07/2021	07/22
Replace lost Public Sector Revenue	Everyday Excellence	Provision of Government Services	\$22 million	07/22	07/23
Provide premium pay for essential workers	Safe and Secure Community	Public Sector Employees	\$330,000	07/21	07/21
Invest in water, sewer, and broadband infrastructure	Thriving Communities	Water and Infrastructure Improvements	\$5 million	07/23	07/24

Using your strategic plan for prioritization of federal funding

The ICMA ARPA Spending Priorities Survey identified major investment priorities from almost 600 town, city, and county managers. The survey found the following:

- 84 percent of respondents identified infrastructure projects as the top priority
- 54 percent of respondents anticipate replacing lost revenue
- Water and sewer infrastructure was prioritized by 75 percent of respondents
- Broadband infrastructure was considered a priority for 25 percent of small communities
- Most respondents identified projects in two of the five Treasury defined categories

It's important to note that of the small communities surveyed only about half had a fully realized strategic plan in place. Of those, 41 percent of small communities stated the strategic plan is helping to prioritize funding allocation through the ARPA. Approximately 50 percent of all respondents to the ICMA ARPA Spending Priorities survey stated they were utilizing their strategic plan to develop ARPA spending plans.

Of course, aligning your ARPA spending plan with your locality's strategic plan depends on whether your community has a strategic plan. As such, the guidance provided below is categorized by a community's existing level of strategic planning (have a strategic plan, have some components, or do not have a strategic plan).

If you have a strategic plan

Using the ARPA funding categories, identify your locality's strategic plan goals and strategies that are in alignment with the categories and use of funds. The most up-to-date guidance and frequently asked questions are available at www.treasury.gov. (see chart below)

If you have some components of a strategic plan

Many small communities have developed a prioritization process for projects and budget priorities in lieu of a strategic plan. The

prioritization document can be used to identify projects and budget priorities consistent with the goals and spending categories of ARPA.

If you do not have a strategic plan

Over 20 percent of small communities do not have a strategic plan. This despite 100 percent of small communities surveyed believing that a strategic plan may help prioritize resources during an economic crisis. Using the steps to develop a strategic plan outlined below, small communities can develop a new plan to address spending priorities within the categories of ARPA.

Steps to develop a strategic plan to support ARPA spending:

1. Develop leadership support: How will you engage with your elected officials on the process to develop the ARPA spending plan?
2. Establish a committee for the ARPA spending plan process: Who are the key stakeholders to provide input into the plan and implement the plan?
3. Develop key components for the spending plan:
 - a. Community Vision: What is your community trying to achieve?
 - b. ARPA Goals: What goals defined by the ARPA spending categories are you trying to achieve?
 - c. Strategies: What are the action items that your community will accomplish with the ARPA funds? Who will be responsible?
4. Adopt the ARPA spending plan: How and when will projects be initiated, funded, and completed?
5. Implement the plan: Report on progress and track reporting requirements.

Using other documents to develop an ARPA spending plan

Given that small communities may lack sufficient resources to develop a formal strategic plan and the relatively short period of time

permitted for the use of ARPA funds, small communities can look to existing plans to develop an ARPA spending plan. In fact, three out of four communities that responded to the ICMA spending priorities survey indicated they are using their existing capital improvement plan to determine the use of ARPA funds. Visioning and planning statements can also prove useful.

Example of other documents used to develop ARPA spending plan

Plan	Use	Possible ARPA Funding Category/Goal
Capital Improvement Plan	Plan for Public Facility Needs	Support Public Health Expenditures, Invest in Water, Sewer, and Broadband Infrastructure
Annual Budget	Plan for Annual Spending	All categories
Parks and Recreation Plan	Plan for Parks and Recreation Needs	Address negative economic impacts
Economic Development Plan	Plan for Economic Development Goals	Address negative economic impact

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This article is a supplement to a forthcoming ICMA white paper: Strategic Planning for Small Communities. The article utilizes survey data and interviews from small communities nationally and internationally on strategic planning. The full report will contain examples and direct observations from the communities surveyed.

It takes a plan: Town of Marion

THE TOWN OF MARION (population approx. 6,000) does not have a formal Strategic Plan. However, it does have a Comprehensive Plan. Typically, strategic planning focuses aspirations and aligns the community to fulfill them whereas a comprehensive plan is the tool used to implement the elements of the strategic plan. In addition to its Comprehensive Plan, the Town of Marion also has an informal plan of current, short-term, and long-term initiatives for each of its department.

After the town received its ARPA funds, Town Manager Bill Rush solicited suggested uses of the ARPA funds from the town council and department directors, ranked them, and then presented those to council. Says Rush, "I specifically requested the 'weight' of the rankings to reflect generational investment, not short- or near-term expenditures. We have written in stone that all ARPA expenditures (project authorizations) must have a majority vote of the council. Each and every time."

The town's first ARPA project authorization was for a planned water park on the site of an existing pool. The town had already committed to build a portion of the waterpark because it needed

to refurbish the pool. With the untethering of the ARPA funds, the town was able to increase the rehabilitation budget and not borrow the money. Observes Rush, "This is a generational project, as it will be a centerpiece of recreation for Marion for the next 20 years."

The town's second ARPA authorization was to fund a housing redevelopment program being handled by the town's economic development authority as part of its BAUD program (Blighted, Abandoned, Underutilized, and Dilapidated Properties).

Neither the pool refurbishment nor housing complex redevelopment were part of the town's Comprehensive Plan which was last done in 2018. However, as part of the BAUD program, the town is completely revamping its Comprehensive Plan, and then rewriting its zoning codes to implement that plan. That process is underway now with completion expected by the end of the year. The new plan will detail near term and long-term projects much better than in the past.



By VTC Editor Rob Bullington