

**Work Session Agenda
Staunton City Council
Caucus Room
February 23, 2017
6:30 p.m.**

Invocation/Moment of Silence—Dull

- | | | |
|------------------|-------------------|---|
| 6:30 p.m. | 1. | Consideration of Work Session and Regular Meeting Agendas |
| 6:35 p.m. | 2. | Presentation on West End |
| 7:00 p.m. | 3. | Annual Update on Water/Sewer Connection Fees and Facility Fees |
| 7:05 p.m. | 4. & E | Discussion of an Ordinance Authorizing Second Amended and Restated Lease Agreement with T-Mobile Northeast LLC |
| 7:15 p.m. | | Break |

**Regular Meeting Agenda
Staunton City Council
Council Chambers
February 23, 2017
7:30 p.m.**

Call to Order

Pledge of Allegiance

Mayor's Report

Proclamation—Red Cross Month

Additional Items by Members of Council

Approval of Minutes

Work Session and Regular Meeting of February 9, 2017

REGULAR MEETING

- A. Public Hearing and Consideration of an Ordinance Amending Various Provisions of the Staunton City Code as it Relates to City's Senior Planner Position**
- B. Public Hearing and Consideration of an Ordinance to Change the Polling Place for Ward No. 1**
- C. Public Hearing and Consideration of the Proposed Capital Investment Plan FY2017—FY2021**
- D. Blue Ridge Community College Annual Presentation**
- E. Introduction of an Ordinance Authorizing Second Amended and Restated Lease Agreement with T-Mobile Northeast LLC**

Matters from the City Manager

Matters from the Public

Adjournment

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	February 23, 2017	City Council
Item #	1	
Ordinance #		
Department:	City Council	
Subject:	Work Session and Regular Meeting Agendas	

Background: Consistent with Procedural Memorandum No. 3, recently amended by Council at its organizational meeting on July 1, 2016, attached are draft meeting agendas for City Council's consideration and for approval as Council prefers.

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

City Manager: Stephen F. Owen

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Matters from the City Manager

Matters from the Public

Adjournment

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	February 23, 2017	Staff Members: Steve Rosenberg Billy Vaughn
Item #	2	
Ordinance #		
Department:	City Manager Economic Development	
Subject:	Presentation on West End	

Background: As previously shared with City Council, staff has been gathering data to share with Council concerning the West Beverley Street corridor, in an effort to provide a “snapshot” of the corridor. During Council’s work session, staff will share the data and some conclusions with Council, as a part of ongoing discussions about concerns in the corridor. Staff will also report on completed and ongoing efforts of the City and the West End Alliance in the corridor. The Alliance has been informed of the scheduled briefing.

City Manager’s Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Stephen F. Owen

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	February 23, 2017	Staff Member: Tom Sliwoski
Item #	3	
Ordinance #		
Department:	Public Works	
Subject:	Annual Update—Utility Connection Costs and Facility Fees	

Background: The Director of Public Works is required to brief City Council annually on utility connection costs and facility fees, and recommend any rate changes.

(a) Connection Costs. The City has a flat fee system for all water and sewer connection costs. The current water connection cost is \$2,100, and the current sewer connection cost is also \$2,100. Water connection fees were last adjusted in 2008, and sewer connection fees were last adjusted in 2007.

Three (3) water connections were made in 2016, and \$6,300 was collected; costs totaled \$4,595. The average water connection cost was \$1,532. The running average since 2007 is \$1,818.

Five (5) sewer connections were made in 2016, and \$10,500 was collected; costs totaled \$13,339. The average sewer connection cost was \$2,668. The running average since 2007 is \$2,009.

Staff does not recommend any adjustments to water and sewer connection fees.

(b) Facility Fees. Facility fees were last reviewed in depth by the City's consultant in April 2016, and were increased in May 2016 based on the consultant's recommendations. Currently, facility fees for water (based on a standard 5/8" residential connection) are \$3,500. Facility fees for sewer (based on a standard 5/8" residential connection) are currently \$6,850. Facility fees increase based on the size of the meter.

Staff does not recommend any adjustments to water and sewer facility fees.

City Manager's Recommendation: Recommend that water and sewer connection fees, and water and sewer facility fees, remain unchanged.

Suggested Motion: Not applicable.

City Manager: Stephen F. Owen

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	February 23, 2017	Staff Member: Tom Sliwoski
Item #	4 & E	
Ordinance #		
Department:	Public Works	
Subject:	Second Amended and Restated Lease Agreement between City of Staunton and T-Mobile Northeast LLC/Wireless Communications Facilities	

Background: The City currently leases space for wireless communications equipment to T-Mobile Northeast LLC on the water tank located at the Public Works facility, adjacent to Shutterlee Mill Road, pursuant to a five-year written lease which expired on January 24, 2017. The lease was last renewed for a five-year term in January 2012, with a base amount of \$19,536 per year and a 4% annual escalation clause. The initial lease with T-Mobile was first effective January 25, 2007.

Public Works Director Tom Sliwoski has been negotiating a new lease with T-Mobile Northeast LLC. Attached is a copy of the proposed lease agreement, as is a proposed ordinance authorizing the lease. Under this lease, T-Mobile will pay annual rent in the amount of \$23,768, subject to the same annual escalation of 5% per year. If Council eventually approves the proposed lease, after the requisite public hearing, this will be the third five-year lease to T-Mobile at the Public Works facility.

City Manager's Recommendation: Recommend introduction of the ordinance.

Suggested Motion: I move to introduce an ordinance to approve a proposed Second Amended and Restated Lease Agreement between the City of Staunton and T-Mobile Northeast LLC for the maintenance and operation of wireless communications facilities on City property and to schedule a public hearing on and consideration of the proposed ordinance during Council's regular meeting on March 8, 2017.

City Manager: Stephen F. Owen

Ordinance No. 2017 -

**AN ORDINANCE AUTHORIZING SECOND AMENDED
AND RESTATED LEASE AGREEMENT FOR ANOTHER
FIVE YEAR TERM WITH T-MOBILE NORTHEAST LLC,
FOR WIRELESS COMMUNICATIONS FACILITIES**

WHEREAS, the City of Staunton, Virginia, a municipal corporation and T-Mobile Northeast LLC (or its predecessor-in-interest) entered into a Lease Agreement dated January 25, 2007, as amended by First Amendment to Lease Agreement dated March 15, 2012, ("Agreement"), for the lease of certain leased premises ("Leased Premises"), that are a portion of the premises owned by the City of Staunton and located at 1911 Craigmont Drive (Parcel # 10121); and

WHEREAS, the term of the Agreement expired on January 24, 2017, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions reflected in a proposed Second Amendment and Restated Lease Agreement ("Second Amendment"); and

WHEREAS, the Staunton City Council held a public hearing regarding this proposed second extension of the lease on March 9, 2017, and then authorized it by adoption of this ordinance;

WHEREAS, this matter involving the proposed Second Amendment has been properly advertised, heard and considered; and

WHEREAS, these recitals are an integral part of this ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that effective retroactively to and including January 25, 2017, the City Manager is authorized on behalf of the City of Staunton, Virginia, to execute a Second Amendment and Restated Lease Agreement, as proposed, with T-Mobile Northeast LLC, and to make minor modifications to such instrument prior to execution, upon advice of the City Attorney, and to take such further reasonable actions related to execution and implementation.

Introduced: February 23, 2017

Adopted:

Effective Date: January 25, 2017

Carolyn W. Dull, Mayor

ATTEST: _____
Linda L. Little, CMC
Clerk of Council

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2 **Site ID: VA33345A**
3 **Site Address: 1911 Craigmont Rd., Staunton, VA**
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6 **SECOND AMENDED AND RESTATED LEASE AGREEMENT**

7 **THIS SECOND AMENDED AND RESTATED LEASE AGREEMENT** (this
8 **"Second Amendment"**) is entered into effective on the date of the last party to execute this
9 Second Amendment (**"Effective Date"**), by and between the City of Staunton, a municipal
10 corporation of the Commonwealth of Virginia, governed by the Staunton City Council (together
11 with its successors and assigns, **"Lessor"**), and **T-Mobile Northeast LLC**, a Delaware limited
12 liability corporation (together with its successors and assigns, **"Lessee"**), which is authorized to
13 do business in the Commonwealth of Virginia (SCC#T0296022).

14 **RECITALS**

15 **WHEREAS**, Lessor and Lessee (or their predecessors in interest) entered into that
16 certain **Lease Agreement** dated **January 25, 2007** (the **"Lease"**), whereby Lessor leased to
17 Lessee certain premises, together with all other space and access and utility license(s) pursuant to
18 the terms of the Lease (collectively, the **"Premises"**), that are a portion of the Lessor's property
19 located at 1911 Craigmont Rd., Staunton, VA 24402 (the **"Property"**);

20 **WHEREAS**, the Lease initially expired by its terms on January 24, 2012; and

21 **WHEREAS**, after an advertised public hearing by the Staunton City Council, Lessor and
22 Lessee amended, restated, affirmed and extended the Lease term, and entered into the First
23 Amended and Restated Lease Agreement, a copy of which is annexed and incorporated by
24 reference as Schedule IV; and

25 **WHEREAS**, the First Amended and Restated Lease Agreement expired and Lessor and
26 Lessee desire to amend, restate, affirm and extend the Lease terms, in their mutual interest,
27 through this Second Amendment; and

28 **WHEREAS**, the Lessor has advertised and the Staunton City Council has conducted a
29 public hearing and, by affirmative vote of its Staunton City Council, is authorized this Second
30 Amendment; and

31 **WHEREAS**, these recitals are operative parts of this Second Amendment.

32 **NOW, THEREFORE**, in consideration of the foregoing Recitals which are incorporated
33 herein by this reference, and other good and valuable consideration, the receipt and sufficiency
34 of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

35 1. Notwithstanding any expiration of the Lease, Lessor and Lessee hereby restate,
36 ratify and affirm the terms and conditions of the Lease and further acknowledge and agree that

the Lease now is in full force and effect by virtue of this Second Amendment, and neither Lessor nor Lessee, as of the date hereof, is in breach under the terms of the Lease.

2. **Addition of Agreement Term.** The new term of the Agreement shall be five (5) years ("**Term**") commencing on January 25, 2017.

3. **Rent.** Commencing on January 25, 2017, the current rent payable under this Second Amendment shall be Twenty-Three Thousand Seven Hundred Sixty Eight Dollars (\$23,768.00) annually (the "**Rent**"). The Rent shall be payable annually in advance on January 25th of each year, commencing January 25, 2017, and shall continue during the Term, subject to adjustments as provided herein. The Agreement shall be amended to provide that Rent shall be adjusted as follows: commencing on January 25, 2018, and every year thereafter on January 25th, the annual Rent will increase by four percent (4%) over the Rent paid the previous year.

4. **Notices.** All notices, requests, demands and communications under the Lease, as amended hereby, will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

LESSOR:

City of Staunton
Attn: City Manager
PO Box 58
Staunton, VA 24407-0058

With Copy to:

City of Staunton
Attn: City Attorney
PO Box 58
Staunton, VA 24402-0058

LESSEE:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
Attn: Lease Compliance/VA33345A

Either party hereto may change the place for the giving of notice to it by not less than twenty (20) days' prior written notice to the other as provided herein.

5. **Supplemental Terms and Conditions.** Except as modified in this Second Amendment, the Lease is amended to incorporate all the provisions set forth on Schedules I - III attached hereto and hereby incorporated by reference herein. The provisions set forth on such

Schedules supplement and affirm the Lessor's and Lessee's rights under the Lease, and shall not be construed to limit or waive, any of the rights of Lessor or Lessee under the Lease.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Second Amendment, the terms of this Second Amendment shall govern and control. Except as expressly set forth in this Second Amendment, the Lease otherwise is unmodified and remains in full force and effect in accordance with its terms and conditions.

7. **Miscellaneous.** Lessor acknowledges that: (a) Lessor has read and understands this Second Amendment and the underlying Lease and (b) Lessor has been advised and is informed that if Lessor does not enter into this Second Amendment, the underlying Lease between Lessor and Lessee, including any termination or non-renewal provisions therein, will remain in full force and effect in accordance with its terms. Lessor hereby acknowledges that Lessee's facilities and use of the Premises as of the Effective Date are in conformity with the Lease. This Second Amendment may be executed in multiple counterparts. Signatures hereon sent by facsimile, e-mail or other electronic means shall be treated as original signatures.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this Second Amendment effective as of the Effective Date.

LESSOR:

City of Staunton, a municipal corporation in the Commonwealth of Virginia

By: _____

Print Name: _____

Title: _____

Date: _____

LESSEE:

T-Mobile Northeast LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

SCHEDULE I

Second Amended and Restated Lease Agreement

The following provisions shall supplement and amend the Lease:

1. **Access.** Without limiting the generality of any other right available to Lessee under the Lease, Lessor hereby grants and confirms unto Lessee, and to any public or private utility (including, without limitation, any provider of T-1, fiber optic or other telecommunications lines or services) now or hereafter serving the Premises and/or the Communications Facility or related equipment, access to the Premises and over the Property, twenty-four hours per day, seven days per week (24/7), including, without limitation, access to and from an accessible, open and maintained public road to the Premises, for the installation, maintenance, repair, modification, alteration, or refurbishment of the Communications Facility or any equipment or service related to such Communications Facility as such access is deemed necessary by Lessee, in its reasonable discretion, without the requirement of notice by Lessee to Lessor. Lessee or assigned agents and contractors, however, are required to sign in and out at the Water Treatment Plant compound to gain access. If the gate to the compound is locked, Lessee or assigned agent will contact the Water Treatment Plant Staff and follow instructions as posted on the gate. In the event that any public or private utility (including, without limitation, any provider of T-1, fiber optic or other telecommunications lines or services) now or hereafter serving or attempting to serve the Communications Facility is unable to use the access provided by Lessor, then Lessor hereby agrees to grant additional access to Lessee or to such public or private utility, for the benefit of Lessee, at no cost to Lessee and pursuant to the same terms and conditions as noted above.

2. **Assignment/Sublease.** Lessee shall have the right to sublease the Premises and/or assign, sell, pledge or otherwise transfer any and all of its rights, title or interests in, to or under the Lease, without the consent of Lessor. Without limiting the generality of the foregoing, Lessee may make any such transfer to any pledgees, mortgagees, holders of security interests, trustees, lenders or other parties providing financing to Lessee (each, a “**Secured Party**”), and any Secured Party shall be a third party beneficiary of all of the rights of Lessee under the Lease and shall be entitled to record a deed of trust or mortgage to secure its interest under the Lease.

SCHEDULE II

Second Amended and Restated Lease Agreement

Memorandum of Lease Amendment

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COPY

PREPARED BY:

Pyramid Network Services

WHEN RECORDED RETURN TO:

Pyramid Network Services, LLC
ATTN: Nancy Valletta
6519 Towpath Road
East Syracuse, NY 13057

APN: 10121

SPACE ABOVE FOR RECORDER'S USE

MEMORANDUM OF LEASE AMENDMENT

This Memorandum of Lease Amendment is entered into on _____, by and between the City of Staunton, a municipal corporation in the Commonwealth of Virginia ("**Lessor**"), whose principal address is 116 W Beverley Street Staunton, VA and T-Mobile Northeast LLC, a Delaware limited liability company ("**Lessee**"), whose principal address is 12920 SE 38th Street Bellevue, WA 98006.

WHEREAS, Lessor and Lessee (or their predecessors in interest) entered into that certain **Lease Agreement** dated **January 25, 2007**, (the "**Lease**"), whereby Lessor leases to Lessee certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the Lease (collectively, the "**Premises**"), that are a portion of the property located at 1876 Shutterlee Mill Road, City of City of Staunton, County of Augusta, State of Virginia (the "**Property**");

WHEREAS, pursuant to that certain **First Amended and Restated Lease Agreement** executed on _____ (the "**Amendment**"), Lessor and Lessee agreed to certain terms of the Lease, as more particularly set forth in the Amendment.

1. The Amendment modifies certain of Lessee's rights and obligations under the Lease, as more particularly set forth therein.

2. As set forth in the Amendment, the current term (whether such term is the initial term, a renewal term, a modified term or other) of the Lease will expire on January 24, 2017 ("**New Term**").

3. Lessor and Lessee desire and hereby enter into this Memorandum of Lease Amendment to provide constructive notice of the existence of the Amendment and the parties' rights under the Amendment.

4. The terms and conditions of the Lease and the Amendment are hereby incorporated as if set forth herein in full. This Memorandum of Lease Amendment is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease or the Amendment, all of which are hereby ratified and affirmed. The Lease, as amended by the Amendment, shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, and shall run with the land and bind all assignees, transferees or successors of the parties' respective interests.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease Amendment on the day and year first above written.

LESSOR:

City of Staunton, a municipal corporation in the Commonwealth of Virginia

By: Stephen F. Owen

Printed Name: Stephen F. Owen

Title: City Manager

Date: 3-15-12

LESSEE:

T-Mobile Northeast LLC, a Delaware limited liability company

By: Abby Harrington

Printed Name: Abby Harrington
Director, National Siting Policy

Title: _____

Date: 2-17-12

LESSOR ACKNOWLEDGEMENT

FOR CORPORATION

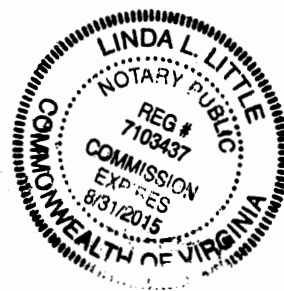
STATE OF VIRGINIA)

) ss:
COUNTY OF AUGUSTA)

I, Linda L. Little, a Notary Public for the City of Staunton and State aforesaid, do hereby certify that Stephen F. Owen personally came before me this day and acknowledged that he/she is the City Manager of the City of Staunton, a Municipal Corp of Com. of Virginia and that by authority duly given and as an act of the the Council of the City of Staunton, he/she signed the foregoing instrument.

WITNESS my hand and official stamp or seal, this 15 day of MARCH, 20 12

Signature: Linda L. Little



(Seal)

LESSEE ACKNOWLEDGEMENT

STATE OF WASHINGTON)

) ss:

COUNTY OF KING)

I, Paige Page, a Notary Public for the County of King and State aforesaid, do hereby certify that Abby Harrington personally came before me this day and acknowledged that he/she is the Dir. Nat'l Siting Policy of T-Mobile, a Delaware Ltd Co. and that by authority duly given and as an act of the Director of T-Mobile, he/she signed the foregoing instrument.

WITNESS my hand and official stamp or seal, this 17th day of February, 2012

Signature: Paige Page

(Seal)



EXHIBIT A
PREMISES DESCRIPTION AND LEGAL DESCRIPTION OF PROPERTY

Street Address: 1876 Shutterlee Mill Road. Staunton, VA

APN: 10121;

Legal Description:

Portion MW Harper Land

18.84 acres, County Deed Book 543 page 17, Plat County Deed Book 543 page 21

SCHEDULE III

Lease dated January 25, 2007

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LEASE AGREEMENT

THIS LEASE, dated this 25th day of January, 2007 for identification, is made by and between the City of Staunton, a municipal corporation of the Commonwealth of Virginia ("Lessor") and T-Mobile Northeast LLC, a limited liability company, having its principal place of business at 5029 Corporate Woods Drive, Suite 225 Virginia Beach, Virginia 23462, ("Lessee"),

WITNESSETH:

WHEREAS, Lessor is the owner of a parcel of land (the Owned Premises) situated in the City of Staunton, Virginia, described on the attached **Exhibit A**, on which a municipal water tower (the "Water Tower") is located; and

WHEREAS, Lessee is a telecommunications carrier, as defined in Section 3 of the Communications Act of 1934 (47 U.S.C. 153) and is licensed to provide personal wireless telecommunications service to the general public within the City of Staunton; and

WHEREAS, by virtue of succeeding to the interests of Devon Mobile Communications, L.P., in a lease dated March 5, 2001 with the City of Staunton, Lessee has leased space on the Water Tower and a portion of the Owned Premises for the purpose of constructing, operating and maintaining certain facilities for the purpose of providing personal wireless telecommunications service to the general public;

WHEREAS, the March 5, 2001 lease has expired; and

WHEREAS, Lessee desires to continue to lease the space on the Water Tower, and to continue to lease a portion of the Owned Premises for the purpose of constructing, operating and maintaining certain facilities for the purpose of providing personal wireless telecommunications service to the general public;

NOW, THEREFORE, for good and valuable consideration, the parties do hereby agree as follows:

1. **Leased Premises.**

(a) Lessor leases to Lessee, and Lessee leases from Lessor, space on the Water Tower for the purpose of constructing, maintaining, and operating antennas, connecting cables and appurtenances (collectively, the Antenna Facilities), and a portion of the aforesaid parcel, together with such assignable easements as the City may possess for vehicular and pedestrian access and the installation, maintenance and replacement of necessary utilities, wiring, cables and other conduits, for the maintenance and operation of an Accessory Building housing equipment to be used in conjunction with the Antenna Facilities (the Ground Facilities) as more fully described herein.

(b) The current configuration of the Antenna Facilities and the Ground Facilities is shown on the attached **Exhibit B-1**. The space where the Antenna Facilities and the Ground Facilities are located shall be referred to as the Leased Premises. The Antenna Facilities and the Ground Facilities shall be jointly referred to as the Lessee's Facilities.

2. **Term.** The term of this Lease shall be five (5) years, commencing on January 25, 2007 (the Commencement Date), and ending on January 24, 2012 (the Term).

3. **Rent.**

(a) Lessee shall pay to Lessor as rent for the Leased Premises the sum of \$16,060.00 per year, due on the first day of each year of the term in advance.

(b) The Rent shall be increased annually effective as of each anniversary of the Commencement Date by an amount equal to 4 percent of the previous year's rent.

(c) Lessee shall pay to Lessor all actual and reasonable increased costs of maintenance of the Leased Premises directly attributable to Lessee's use and occupancy thereof within thirty (30) days of presentation to Lessee of an itemized statement delineating such increased costs, accompanied by reasonable documentation supporting such costs.

(d) All sums due by Lessee hereunder shall be paid within (5) days of the due date or the notice of payment due sent by Lessor to Lessee. Payments not made within said time shall incur a late payment fee of 5 percent (5%) of the amount due and, in addition, shall incur interest at the rate of 1 percent (1%) per month measured from the due date.

(e) Subject to the provisions of Paragraph 6(d) and Paragraph 10(b), in the event of termination of this Lease, all prepaid Rent shall be refunded to Lessee, without interest, within sixty (60) days of the effective date of such termination.

4. **Contingencies.**

(a) Lessor may hire a consulting engineer who will review the plans and the proposed installation of any replaced Lessee's equipment and antenna facilities upon the Leased Premises within thirty (30) days of the receipt of the plans by the consultant. Such consultant shall provide Lessor with a report of the proposed installation and use as to whether or not any adverse effect to Lessor's or others' property and/or other transmission and reception facilities exists. Lessee agrees that it will reimburse Lessor for the actual fees and costs of said consulting engineer not to exceed the sum of Ten Thousand Dollars (\$10,000). Such charges shall be paid by Lessee thirty (30) days after Lessor bills Lessee.

(b) If the report made pursuant to (a) above reveals an adverse effect upon Lessor, as determined by Lessor in Lessor's sole and absolute discretion, Lessee shall be notified and given sixty (60) days to correct the problem. If the problem cannot be corrected by Lessee, then Lessor may terminate this lease by written notice to Lessee. Upon such termination, the rights, duties, privileges and obligations assumed by the parties hereto (with exception as to the reimbursement by Lessee of the consulting engineer fees and costs which shall remain the obligation of Lessee) shall be null and void.

5. **Security Deposit.** Pursuant to the Initial Contract, T-Mobile deposited the sum of Seven Thousand Dollars (\$7,000) with Lessor as a security deposit (the "Security Deposit"). The Security Deposit shall be fully refundable to Lessee without interest upon the timely removal of every aspect of Lessee's Facilities, and the complete repair and restoration of the Leased Premises and the payment of any sums owed to or on behalf of Lessor in accordance with the terms of this Lease.

If Lessor removes Lessee's Facilities or any portion thereof in accordance with 10(c), Lessor must give written notice to Lessee that Lessee's Facilities or portion thereof, have been removed and will be deemed abandoned if not claimed by Lessee and the storage fees and other reasonable costs paid within thirty (30) days.

6. Governmental Approval.

(a) Lessor represents and warrants that upon signature of this contract, but subject to satisfaction of the contingencies in Paragraphs 4 and 5 hereof, the use of Lessee's Facilities in accordance with applicable City ordinances for the purposes contemplated by this Agreement is authorized.

(b) Lessee's right to use the Leased Premises is contingent upon Lessee's ability to obtain and maintain any and all certificates, permits, licenses, zoning, and other approvals (whether discretionary or ministerial), that may be required by any federal, state, or local authority, for Lessee's continued use of the Leased Premises (Governmental Approval(s)). It shall be the sole and entire responsibility of Lessee to determine what Governmental Approvals are needed for the operation of Lessee's Facilities. Lessor agrees to reasonably cooperate with Lessee (at no cost to Lessor) in its efforts to obtain and maintain such approvals; provided, however, that Lessor's agreement to cooperate shall not in any way limit or otherwise affect the authority or discretion of Lessor's governing body, or any department, division, officer or employee of Lessor, in the conduct of its or his duties with respect to any such Governmental Approval and provided further, that Lessor shall not be required to join, be joined, or otherwise participate as a party in any judicial or administrative action brought by Lessee, or any person or entity claiming under Lessee, in which the denial of, revocation of, or imposition of conditions on any Governmental Approval is in issue. Lessee hereby expressly acknowledges and agrees that neither the execution of this Lease by Lessor nor any act by Lessor or any of Lessor's officers, agents or employees or its governing body in anticipation or in furtherance of the execution of this Lease, shall entitle Lessee to any Governmental Approval, whether discretionary or ministerial, and Lessee shall not be entitled to reimbursement of any costs or expenses of any kind or nature made or incurred in expectation of, or preparation for, the continued use of the Leased Premises.

(c) Lessee warrants that within the past 60 days it has performed, or within the next 30 days will have caused to be performed, a radio frequency emissions study (RF Study) showing that Lessee's intended use does not and will not interfere whatsoever with any existing communications facilities of the Lessor, other lessees of the Lessor, any other adjacent property owner or user, or of any other person, and that such RF Study was conducted by an independent, qualified engineer licensed to practice in the Commonwealth of Virginia. Lessee shall provide to Lessor a copy of such study within 45 days of executing this agreement. Lessor shall, upon request of Lessee, provide such information regarding Lessor's communications facilities as is necessary for Lessee to avoid interference with such facilities. Lessee represents and warrants that it will at all times operate and maintain the Lessee Facilities in accordance with all applicable laws, rules, regulations and ordinances, including but not limited to, FCC regulations pertaining to RF emissions. Lessee shall provide, at its expense, training for Lessor's personnel with respect to working on said tower and the RF Radiation component.

(d) If any Governmental Approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Lessee will be unable to continue to use the Leased Premises for Lessee's intended purpose, and all administrative and judicial appeals of such action have been exhausted, or the time for filing of such appeals has expired, both Lessor and Lessee shall have the right to terminate this Lease by written notice to the other, and upon such termination, this Lease shall become null and void.

(e) Notwithstanding the provisions of subparagraph (d), in the event of termination by Lessee pursuant to subparagraph (d), Lessee shall be liable to Lessor for Rent for a period of 120 days from the date of such termination, unless such termination is by reason of the denial of a conditional use permit or other approval of a discretionary nature by Lessor's governing body. Lessee shall nevertheless be responsible for removal of any of Lessee's property from the premises pursuant to Paragraph 10 hereof and the restoration of Lessor's premises accordingly. Nothing in this subparagraph shall relieve Lessor of its duty to mitigate its damages in the event of termination by Lessee.

(f) Lessee has right to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Lessee or Lessor as long as (i) the equipment and its use does not interfere whatsoever with any other then existing communications facilities; and (ii) Lessee has paid the Additional Security Deposit.

7. Use of Premises.

(a) Lessee may use the Leased Premises for the installation, operation, and maintenance of the Antenna Facilities and the Ground Facilities for the transmission, reception and operation of a communications system and uses incidental thereto, and for the storage of related equipment, in accordance with the terms of this Lease. Storage of items shall only be inside the Accessory Building. Lessee may erect and operate such Antenna Facilities and Ground Facilities only with Lessor's consent. In connection therewith, Lessee shall have the right to do all work necessary to prepare and maintain the Leased Premises for Lessee's business operations under this Lease and to install transmission lines connecting the antennas to the transmitters and receivers. In this regard, all welding cutting, and coating work required for the installation of antennae anchors, brackets, supports, etc., shall conform to the applicable AWWA standards and requirements. Any cutting of the tank will require Lessor's advance written approval. All protective coatings and surface preparations used for the repair of existing coatings shall be approved by Lessor. The existing coatings shall be tested for the presence of lead and other hazardous substances. The cost of all lead abatement and containment procedures shall be borne by the Lessee as part of the installation cost. Any installation, maintenance, or operations work on the tank that requires placing the tank out of service shall be coordinated in advance and be undertaken only with the prior approval of the Lessor. The costs involved in placing the tank out of service including, but not limited to, the cost of labor, the cost to drain the tank, to disinfect the tank and to refill the tank, shall be borne by the Lessee. Any electrical work to be preformed on the property or tank shall be in accordance with the National Electric Code and all applicable local codes. All wiring outside of the tank shall be installed in rigid steel conduit.

(b) Lessee shall, at its sole cost and expense, construct, operate and maintain the Antenna Facilities and Ground Facilities in accordance with the standards and specifications of City of Staunton, all applicable City ordinances, permits and other requirements, and all applicable FCC rules and regulations. Any modification of Lessee's Facilities shall be in accordance with plans approved by Lessor, which approval shall not be unreasonably withheld, denied or conditioned. Any damage done to the Owned Premises or any other property of Lessor during modification or operation of Lessee's Facilities shall be repaired at Lessee's expense within thirty (30) days after notification of damage. Title to Lessee's Facilities shall be held by Lessee, and Lessee's Facilities shall be deemed to be the personal property of Lessee and not fixtures. Lessee shall have the right to remove Lessee's Facilities at its sole expense on or before the expiration or earlier termination of this Lease, provided that Lessee shall be required to repair any damage and to restore the Leased Premises to their original condition, ordinary wear and tear, casualty and the acts or omissions of Lessor or third parties excepted. Notwithstanding the

foregoing, Lessee understands and agrees that the circumferential ring or "halo" to which the Antenna Facilities are attached is the sole property of Lessor and shall not be removed by Lessee upon the termination of this lease.

(c) All modifications or improvements of the Leased Premises made for Lessee's benefit shall be at the Lessee's expense, and such improvements shall be maintained in a good state of repair by Lessee at Lessee's expense. Lessee shall provide written notice to Lessor not less than seventy-two (72) hours before commencing maintenance or modification of the Antenna Facilities. The Antenna Facilities shall not be painted without Lessor's approval.

(d) Lessee shall provide Lessor with as-built drawings of the equipment and improvements installed on the Leased Premises showing the actual location of all Antenna Facilities and Ground Facilities and for all other improvements installed on Lessor's property by Lessee in connection with this Lease. The drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, Ground Facilities and Antenna Facilities to be placed on the Leased Premises or other property of Lessor in connection with this Lease. At Lessor's option, such as-built drawings and inventory may be attached to this Lease as **Exhibit C**.

(e) Lessee shall, at its expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner reasonably suitable to Lessor so as not to conflict with the use of the other property of Lessor, Lessor's lessees, or of any other person, subject to the provisions of Paragraph 8 of this Lease. Lessor shall maintain, at its sole expense, access roadways to the Leased Premises in a condition which will allow existing pedestrian and vehicular access under normal weather conditions; provided, however, that Lessee shall be responsible for the repair of any damage or deterioration caused by Lessee's particular use of such roadways.

(f) Lessee, at all times during this Lease, shall have reasonable access during normal working hours to the Leased Premises in order to install, operate, and maintain its Ground Facilities, provided, however, that Lessee shall be required to notify Lessor seventy-two (72) hours in advance of accessing the Antenna Facilities. If it is necessary for Lessee to have access to the Leased Premises at some time other than the normal working hours of Lessor, Lessor may require that Lessee contact Lessor in advance for such access. For purposes of this Paragraph, "normal working hours" are Monday through Friday from 8:00 a.m. to 5:00 p.m., except for Lessor holidays.

(g) Lessee has installed utilities to serve the Antenna Facilities and Ground Facilities in the location shown on **Exhibit B-1** at Lessee's sole expense. Lessee shall separately meter all utilities associated with its use of the Leased Premises and shall promptly pay all costs for such utility services. Lessor shall, without charge to Lessee, sign such reasonable documents as may be required by utility providers to provide such service to the Leased Premises, including the grant of permits required by Lessor or a utility provider to provide service as provided herein.

(h) Lessor warrants and agrees that: (i) Lessor own the Owned Premises and have rights of access thereto, subject to easements, restrictions, conditions, and reservations of record. (ii) Lessor has full right to make and perform this Lease; and (iii) Lessee, upon paying rent and performing the covenants herein provided, shall peaceably and quietly have and enjoy the Leased Premises for the purposes herein contemplated. Lessor shall not cause or permit any use of the Owned Premises which materially and unreasonably interferes with or impairs the operation of the Lessee's Facilities or the quality of the communications services being rendered by Lessee from the Leased Premises, nor shall Lessor have unsupervised access to the Leased Premises,

except in the event of an emergency or a need to perform an essential function or task requiring immediate access to the Leased Premises, as determined in its sole discretion.

8. **Equipment Upgrade.** Lessee may update or replace the Lessee's Facilities from time to time with the prior written approval of Lessor, which approval shall not be unreasonably withheld, delayed or conditioned, provided that any change in location of the Lessee Facilities is satisfactory to Lessor. Lessee shall submit to Lessor a detailed proposal for any such replacement facilities and any supplemental materials as may be requested for Lessor's evaluation and approval. Lessor may hire consultants as to such upgrade regarding structure, RF, or maintenance at Lessee's expense. Lessee shall provide training for Lessor's employees with respect to working on the tower in light of the new facilities.

9. **Interference.**

(a) Lessee's installation, operation, and maintenance of the Lessee Facilities shall not damage or interfere in any way with Lessor's operations. If Lessee's Facilities cause interference to such operations, Lessee shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Lessee shall immediately cease operating Lessee's Facilities to the extent necessary to stop the interference. If the interference cannot be eliminated within thirty (30) days, Lessor may terminate this Lease.

(b) Lessee's use and operation of Lessee's Facilities shall not interfere with the use and operation of other communication facilities on the Owned Property which pre-existed Lessee's Facilities. If Lessee's Facilities cause interference, Lessee shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Lessee shall immediately cease operating Lessee's Facilities to the extent necessary to stop the interference. If the interference cannot be eliminated within thirty (30) days, Lessor may terminate this lease.

(c) Lessor's use and operation of the Owned Property shall not interfere with the use and operation of Lessee's Facilities on the Leased Premises. If Lessor's use and operation of the Owned Property interferes with Lessee's use of the Leased Premises or Lessee's Facilities, Lessee shall provide written notice to Lessor and Lessor shall take all measures reasonably necessary to correct and eliminate such interference. If the interference cannot be eliminated within thirty (30) days, Lessee shall have the right to terminate this Lease.

(d) Lessee understands and agrees that Lessor may permit the installation of other antennae upon said tower attached to the circumferential ring or "halo" either for its own use or by leasing such space to others. Subsequent to the installation of Lessee's Facilities, Lessor shall not permit itself, its lessees or licensees to install new equipment on the Owned Premises or property contiguous thereto owned or controlled by Lessor, if it knows such equipment will cause interference with Lessee's operations. In the event interference occurs, Lessor agrees to take all action necessary to eliminate such interference within thirty (30) days. If the interference cannot be eliminated within thirty (30) days, Lessee may terminate this Lease.

10. **Termination.**

(a) Except as otherwise provided herein, this Lease may be terminated upon not less than sixty (60) days written notice to the other party as follows:

(i) by either party upon a default in the performance of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of

the default (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);

(ii) subject to the provisions of Paragraph (6)d of this Lease, by Lessee if it is unable to obtain or maintain any Governmental Approval necessary to the operation of Lessee's Facilities or of Lessee's business;

(iii) by Lessee if Lessee's Facilities are destroyed or damaged by an act of God so as to, in the Lessee's judgment, substantially impair Lessee's effective use of Lessee's Facilities, upon thirty (30) days' written notice to Lessor, which notice must be given within thirty (30) days of the date of such destruction or damage. If Lessee so terminates this Lease, Lessee shall be entitled to reimbursement of prepaid Rent covering the period subsequent to the date of destruction or damage;

(iv) by Lessor upon twelve (12) months' notice, if it determines that a potential user which is a public safety agency of the federal or state government or of the City of Staunton cannot obtain another adequate location;

(v) by Lessor, if the Staunton City Council determines that Lessee's use of the Leased Premises is not in compliance with any applicable ordinance, or state or federal law, or any conditions of any Governmental Approval, and Lessee fails to cure such non-compliance within thirty (30) days after such determination is rendered. Such failure shall be a default of Lessee's obligations under the terms of this Lease;

(vi) by Lessee, if Lessee is unable to continue to occupy and utilize the Leased Premises due to an action of the FCC, including, without limitation, a take-back of channels or change or reallocation of the frequencies at which Lessee may operate its communications facilities which renders Lessee's operation of its communications facilities at the Leased Premises obsolete; or

(vii) by Lessee upon sixty (60) days written notice for any reason, so long as Lessee pays Landlord a termination fee equal to one half the then current annual rent. The parties acknowledge that such termination fee shall be required only in the event of termination by Lessee for reasons other than those described here in Subparagraphs 10(a)(i) through 10(a)(vi), Paragraph 9 or Paragraph 14 of this Lease.

(viii) by Lessee, if Lessee is unable to obtain or maintain access to the Leased Premises.

(ix) by Lessor or Lessee pursuant to the provisions of Paragraph 9 or pursuant to the provisions of Paragraph 14

(b) Notice of any termination pursuant to this Paragraph shall be in writing and provided pursuant to the provisions of Paragraph 17. Lessee shall be liable to Lessor for all Rent and other consideration under Paragraph 3 of this Lease for the period of this Lease prior to said termination date except as otherwise provided herein.

(c) Upon termination or expiration of this Lease, Lessee shall have sixty (60) days from the date of termination or expiration to remove Lessee's Facilities and related equipment from the Leased Premises and to restore the Leased Premises to their condition prior to installation of Lessee's Facilities, ordinary wear and tear and damage caused by casualty, Lessor or third parties excepted. If Lessee fails to remove its facilities from the Leased Premises within the time allowed, Lessor may (i) declare the facilities abandoned and title to the facilities shall be

transferred to the Lessor, (ii) have such facilities removed and stored for thirty (30) days in which case Lessee shall pay to Lessor the costs incurred for such removal and storage., or (iii) obtain an injunction to require Lessee to remove the facilities for which the Lessee hereby stipulates the Lessor would absent such injunction suffer irreparable harm and have no adequate remedy at law. Lessor shall provide written notice to Lessee prior to taking the actions outlined in this subparagraph (c).

11. Default.

(a) The following will be deemed a default by Lessee and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Lessor of such failure to pay; or (ii) Lessee's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Lessor specifying the failure. No such failure, however, will be deemed to exist if Lessee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee. In the event of any default of this Lease by Lessee not cured by Lessee within the applicable cure period, Lessor may at any time, after notice, cure the default for the account of and at the expense of Lessee. If Lessor is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney and other professional fees in instituting, prosecuting, or defending any action to enforce the Lessor's rights under this Lease, the sums so paid by Lessor, with all interest, costs and damages shall be deemed to be additional Rent and shall be due from the Lessee to Lessor on the first day of the month following ten (10) day's written notice by Lessor and submission by Lessor to Lessee of an itemized statement, with supporting evidence, of Lessor's costs and expenses.

(b) The following shall be deemed a default by Lessor and a breach of this Agreement: Lessor's failure to perform any term, condition or cure breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Lessor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessor. If Lessor remains in default beyond any applicable cure period, after notice from Lessee, Lessee will have the right to cure Lessor's default and to deduct the reasonable costs of such cure from any monies due to Lessor from Lessee. In the event Lessee deducts such costs from monies due Lessor, Lessee will provide Lessor with an itemized statement and supporting documentation.

12. Condemnation. In the event the Leased Premises is taken by eminent domain by the state or federal government, or any instrumentality thereof, or by the City of Staunton, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In the event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer by giving thirty (30) days' written notice to the other party. In the event this Lease is not thereby terminated, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Leased Premises. Lessor and Lessee shall each be entitled to pursue its own separate awards in the event of a taking of the Leased Premises.

13. Defense and Indemnification.

(a) Lessee agrees to defend, indemnify and hold harmless Lessor and its elected officials, officers, employees, agents, and representatives from and against any and all claims,

costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, arising from the negligence, willful misconduct, or other fault of Lessee. Lessee shall defend all claims arising out of Lessee's use of the Leased Premises and out of the installation, operation, use, maintenance, repair, removal, or presence of Lessee's Antenna Facilities, equipment and related facilities on the Leased Premises.

(b) Notwithstanding anything to the contrary contained in this Lease, Lessor and Lessee each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

14. Environmental.

(a) Lessor represents and warrants to the best of its knowledge that the Owned Property is free of hazardous substances as of the date of this Agreement and to the best of Lessor's knowledge, the Owned Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Lessor and Lessee agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guideline, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Owned Property.

(b) Lessee agrees to defend, hold harmless and indemnify Lessor from and to assume all duties, responsibilities and liabilities at the sole cost and expense of Lessee for payment of penalties, sanctions, forfeitures, losses, costs or damages and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) Lessee's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Owned Property and the activities conducted thereon by Lessee, unless the environmental conditions are caused by Lessor.

(c) The indemnifications of this Paragraph 14 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 14 Environmental will survive the expiration or termination of this Lease.

(d) In the event Lessee becomes aware of any hazardous materials on the Owned Property, or any environmental or industrial hygiene condition or matter relating to the Owned Property that, in Lessee's sole determination, renders the condition of the Premises or Owned Property unsuitable for Lessee's use, or if Lessee believes that the leasing or continued leasing of the Premises would expose Lessee to undue risks of government action, intervention or third-party liability, Lessee will have the right, in addition to any other rights it may have at law or in equity, to terminate the Lease upon notice to Lessor.

15. Insurance.

(a) During the Term of this Lease, Lessee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of

insurance. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims-made basis. The coverage amounts set forth below may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of Two Hundred Thousand Dollars (\$200,000.00) for each accident.

ii. Commercial general liability insurance with minimum limits of Two Million Dollars (\$2,000,000.00) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; and broad form property damage coverage. Lessor shall be named as an additional insured under such policy.

iii. Automobile liability insurance covering all owned, hired and non-owned vehicles in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limits.

(b) Certificates of insurance for each insurance policy required to be obtained by Lessee in compliance with this paragraph shall be filed with Lessor annually during the term of the Lease and shall include a requirement that Lessor shall be notified in writing not less than ten (10) days prior to any modification or cancellation of any insurance. Lessee shall immediately advise Lessor of any claim or litigation that may result in any demand upon or possible liability to Lessor.

(c) All insurance shall be written by insurers licensed to conduct the business of insurance in the Commonwealth of Virginia.

(d) Lessee shall require that each and every one of its contractors and their subcontractors who perform work on the Leased Premises carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverage of the type which Lessee is required to obtain under the terms of this paragraph with like limits of insurance.

16. Assignment and Sublease.

(a) This Lease, and the rights hereunder, may not be sold, assigned, or transferred at any time by Lessee except upon prior written notice to Lessor and with Lessor's written consent, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring of its assets, or to entity controlling, controlled by or under common control with Lessee, without Lessor's consent. Lessee shall be relieved of all future performance, liabilities and obligations under this Lease upon such assignment. Subject to the other provisions of this Lease, Lessee shall have the right to sublet all or a portion of the Leased Premises without Lessor's consent, but shall remain liable to Lessor for the payment of Rent and all other payments from and other obligations of Lessee required or contemplated by this Lease unless otherwise consented to, in writing, by Lessor. Notwithstanding anything to the contrary contained in this Lease, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for

borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

(b) This Lease shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns.

(c) Lessee understands and agrees that Lessor may rent tower space upon the water tower to another person, firm, or corporation as long as the equipment placed on the tower by such other entity does not interfere with the operation of Lessee hereunder.

17. **Notices.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed as follows or if sent by facsimile to the facsimile number set forth below, with a hard copy contemporaneously mailed as previously specified:

If to Lessor to: City Manager
 PO Box 58
 Staunton, VA 24402-0058

With a copy to: City Attorney
 PO Box 58
 Staunton, VA 24402-0058

If to Lessee to: T-Mobile Northeast LLC
 324 Madison Mews
 Attn: Operations Project Manager
 Norfolk, VA 23510

With a copy to: T-Mobile Northeast LLC
 12920 SE 38th Street
 Attn: PCS Lease Administrator
 Bellevue, WA 98006

Lessor and Lessee may from time to time designate any other address for this purpose by written notice to the other party.

18. **Miscellaneous Provisions.**

(a) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease shall be effective only if made in writing and executed and acknowledged by both parties.

(b) Each party agrees to cooperate with the other in executing or having executed any documents (including a Memorandum of Lease in a form acceptable to both parties, Non-Disturbance Agreements, easement agreements, or other documents) necessary to protect its

rights or use of the Leased Premises. Either party may record a Memorandum of Lease or easement agreement, but neither party may record this Lease.

(c) This Lease shall be construed in accordance with the laws of the Commonwealth of Virginia. Any court action relating to this Lease may be maintained only in the Circuit Court of the City of Staunton.

(d) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

(e) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their representative capacities as indicated.

(f) The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Leased Premises and shall become effective only upon execution by both parties.

(g) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(h) This Lease shall be governed as to all matters, whether of validity, interpretation, obligations, performance or otherwise, exclusively by the laws of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Lease shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

(i) During the performance of this Lease, the Lessee agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, veteran status or national origin, except where religion, sex, handicap, or national origin is a bona fide occupational qualification or consideration reasonably necessary to the normal operation of the Lessee. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Lessee, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, will state that such Lessee is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements herein.

(j) Lessee hereby certifies that it did not, directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free, competitive bidding for this Lease in violation of any of the laws of the United States or the Commonwealth of Virginia.

(k) Lessee represents and warrants that, as of the date of its execution of this Lease, it is the holder of a valid license issued by the Federal Communications Commission to construct and operate radio transmitting facilities within a territory including the City of Staunton pursuant to Section 309 (h) of the Communications Act of 1934 (47 U.S.C. 309 (h)). Lessee hereby agrees that, if for any reason such license is revoked or otherwise terminated, it will immediately so notify Lessor, and Lessee shall have the right to terminate this Lease pursuant to Paragraph 10(a)(vi) of this Lease.

19. **Tests and Constructions.** Lessee shall have the right following the full execution of this Lease, upon the giving of forty-eight (48) hours' advance notice to Lessor, to enter upon the Owned Premises for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings or other reasonably necessary tests. In the event of any inconsistency between this Lease and any survey performed, Lessor shall make such amendments to this Lease and adjustments in the location of Leased Premises as shall be reasonably for Lessee's use and satisfactory to Lessee. If the title search or the survey discloses any matters which Lessee deems unsuitable or which interfere with Lessee's use and enjoyment of the Leased Premises, Lessor shall cure such defects within sixty (60) days. If Lessor does not or cannot cure such defect within such sixty (60) days, Lessee shall have the right, without obligation, to terminate this Lease.

20. **RF Compliance.** Subsequent to the installation of Lessee's Facilities, Lessor shall not knowingly permit itself, its lessees or licensees to install new equipment on the Owned Premises or property contiguous thereto owned or controlled by Lessor, if such equipment will cause the Owned Premises to exceed the FCC radiated power density maximum permissible exposure (AMPE) limits for workers and the general public. Such excess radiated power densities shall be deemed a material breach by Lessor. In the event excess radiated power densities occur, Lessor agrees to take or to cause any subsequent lessee or licensee whose use of the Owned Premises results in the FCC specified MPE limits being exceeded to promptly take all mitigation action necessary to eliminate such excess radiated power densities within thirty (30) days. In the event Lessor fails to comply with this paragraph, Lessee may terminate this Lease and/or pursue any other remedies available under this Lease, at law, and/or at equity, including injunctive relief.

21. **Marking and Lighting Requirements.**

(a) Lessee shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC in the event those requirements are the result of the presence of Lessee's Facilities on the Leased Premises. Further, Lessee shall pay for such reasonable costs and expenses (including for any lighting automated alarm system), provided that the requirement for compliance results from the presence of Lessee's Facilities on the Leased Premises. Should Lessor be cited because the Owned Premises is not in compliance due to the presence of Lessee's Facilities on the Leased Premises, and should Lessee fail to cure the conditions of noncompliance, Lessor may either terminate this Lease or proceed to cure the conditions of noncompliance at Lessee's expense. All sums so paid by Lessor, with all interest, costs, and damages shall be deemed to be additional Rent and shall be due from the Lessee to Lessor on the first day of the month following ten (10) day's written notice by Lessor and submission by Lessor to Lessee of an itemized statement, with supporting evidence, of Lessor's costs and expenses.

(b) If lighting requirements apply and a lighting automatic alarm system has been installed by Lessor, Lessor shall allow Lessee to bridge in to the system to permit a parallel alarm or to install a second alarm if a bridge would interfere with Lessor's alarm. Lessee shall be responsible for the cost and expense of maintaining the bridge or parallel alarm. Notwithstanding anything in this Paragraph 21(b), the responsibility for compliance with FAA and FCC requirements shall remain with Lessor as provided in Paragraph 21(a) above.

22. **Waiver of Lessor's Lien.** Lessor waives any lien rights it may have concerning Lessee's Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

23. **Brokers.** Lessor and Lessee represent to each other that they have not negotiated with any real estate broker in connection with this Lease. Lessor and Lessee agree that, should any claim be made against the other for a real estate broker's commission, finder's fee or the like by reason of the acts of such party, the party upon whose acts such claim is based shall indemnify and hold the other party free and harmless from all losses, damages, claims and expenses in connection therewith.

24. **Taxes.** Lessee shall be responsible for paying all personal property taxes assessed upon Lessee's Facilities and for paying taxes on its leasehold interest pursuant to Virginia Code Section 58.1-3203, or any successor statute.

25. **Appropriations.** The obligations of the Lessor are contingent upon and subject to sufficient funds appropriated for purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have respectively executed this Lease to be effective as of the date hereinabove stated.

Lessor:
CITY OF STAUNTON

by: James M. J. Talang
City Manager

ATTEST:

Deborah A. Lane
City Clerk

APPROVED AS TO LEGAL FORM:

[Signature]
Department of Law

Lessee:
T-Mobile Northeast LLC,
a Delaware limited liability company

by: [Signature]
Kevin Forshee
Area Director

Acknowledgements appear on the following page.

STATE OF VIRGINIA

CITY OF STAUNTON

I, Dorotha A. Lane, a Notary Public of the City and State aforesaid, do hereby certify that James M. Nalasy of the City of Staunton whose name as such is signed to the foregoing Lease Agreement, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this 26th day of January, 2007.

Dorotha A. Lane - commissioned
Notary Public as Dorotha L. Sutton

My Commission Expires: 2-28-2010

STATE OF MARYLAND

CITY OF BELTSVILLE

ACKNOWLEDGEMENT

I, Courtney A. Evans, a Notary Public of the County and State aforesaid, certify that Kevin Forshee personally came before me this day and acknowledged that he is the Area Director for T-Mobile Northeast LLC, and that by authority duly given and as an act of the Company, he signed the foregoing instrument. Witness my hand and official stamp or seal, this

28 day of February, 2007.

Courtney A. Evans
Notary Public
COURTNEY A. EVANS

My Commission Expires: Notary Public
Prince George's County, MD.
My Commission Expires March 1, 2008

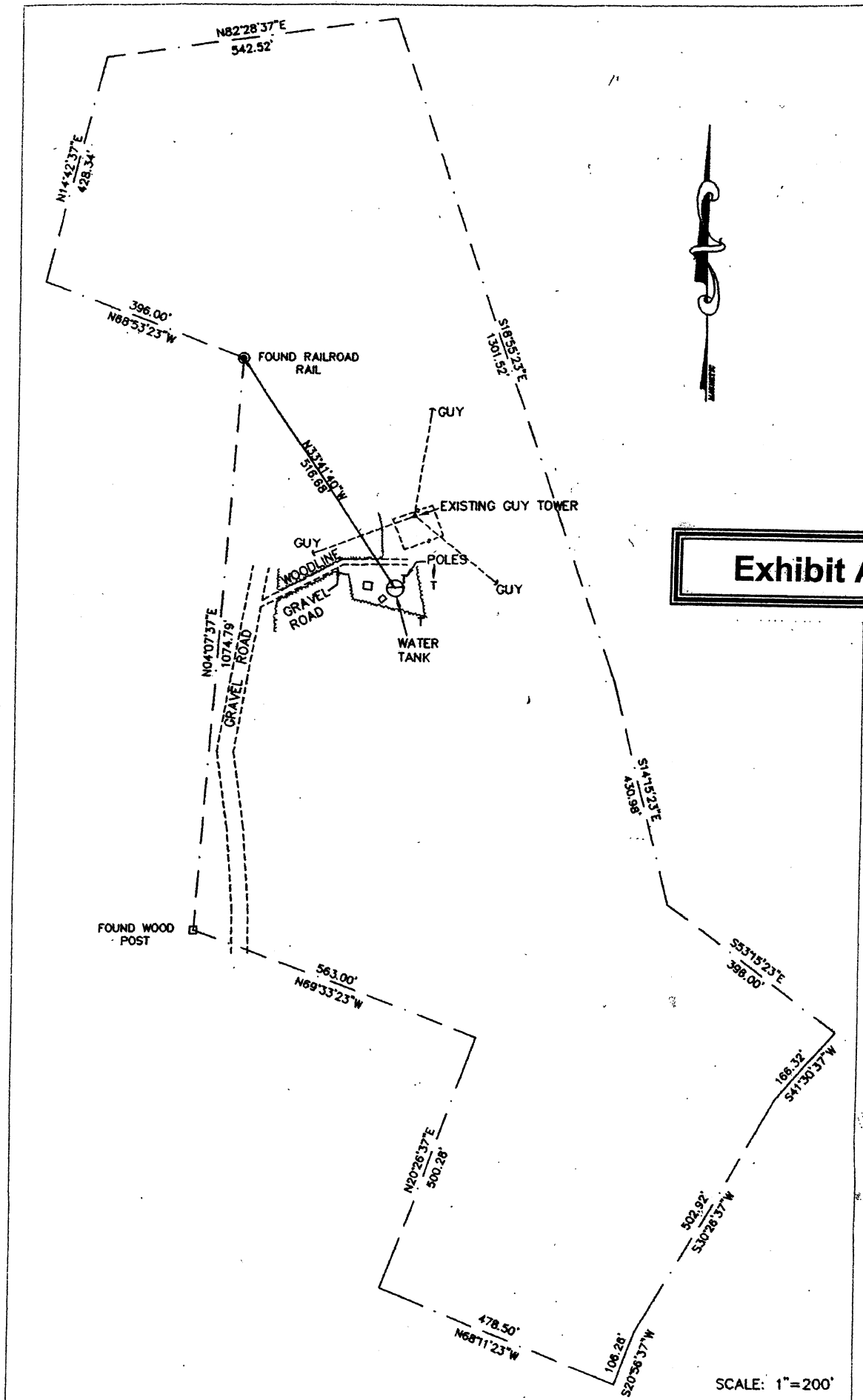


Exhibit A

SCALE: 1"=200'

Antenna Facilities AND Ground Facilities

EXHIBIT B-1
LEASE AGREEMENT
STAUNTON

*GRAPHICAL REPRESENTATION ONLY FOR LEASING PURPOSES
SUBJECT TO CHANGE TO MEET APPLICABLE CODES

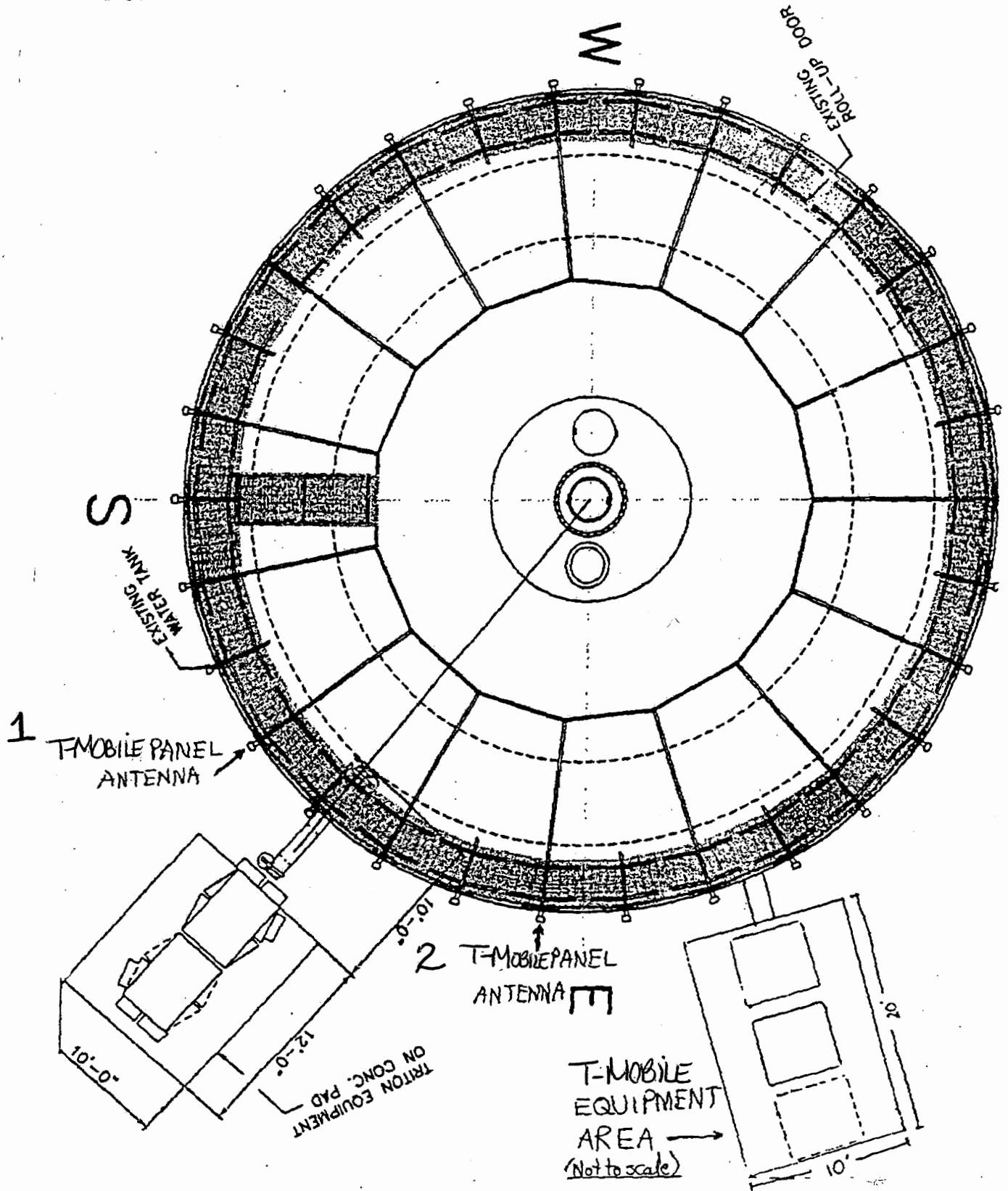


EXHIBIT C - Equipment Inventory

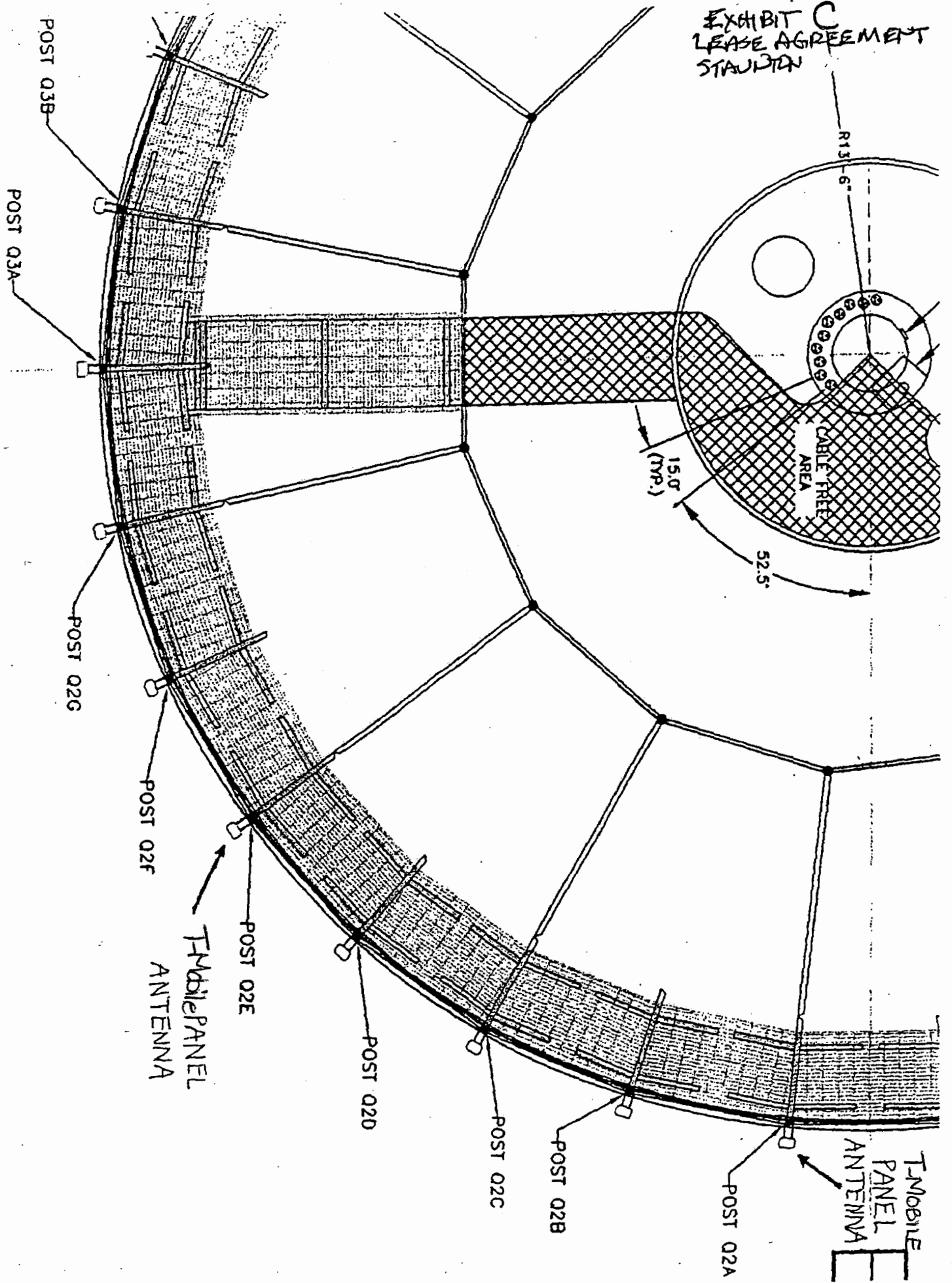
ANTENNA FACILITIES

- (2) CSS Dual-Pole PCS Panel Antennas
- (2) Standard Antenna Mounting Brackets
- (4) Lines 1-5/8" Coax

GROUND FACILITIES

- 10' X 20' Concrete Equipment Pad
- (2) Ericsson Radio Cabinet (1 additional cabinet slot for future expansion)
- Utility backboard
- Connecting Icebridge and Cable Tray

EXHIBIT C
LEASE AGREEMENT
STATION



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SCHEDULE IV

First Amended and Restated Lease Agreement

COPY

Site ID: VA33345 A

Site Address: 1876 Shutterlee Mill Road Staunton, VA

FIRST AMENDED AND RESTATED LEASE AGREEMENT

THIS FIRST AMENDED AND RESTATED LEASE AGREEMENT (this "**Amendment**") is entered into effective on the date of the last party to execute this Amendment ("**Effective Date**"), by and between City of Staunton, a municipal corporation in the Commonwealth of Virginia (together with its successors and assigns, "**Lessor**"), and **T-Mobile Northeast LLC**, a Delaware limited liability corporation (together with its successors and assigns, "**Lessee**").

RECITALS

WHEREAS, Lessor and Lessee (or their predecessors in interest) entered into that certain **Lease Agreement** dated **January 25, 2007** (the "**Lease**") attached hereto as Schedule III, whereby Lessor leased to Lessee certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the Lease (collectively, the "**Premises**"), that are a portion of the property located at 1876 Shutterlee Mill Road Staunton, VA 24402 (the "**Property**");

WHEREAS, the Lease expired on its terms on January 24, 2012; and

WHEREAS, Lessor and Lessee desire to amend, restate, affirm and extend the Lease term and add additional renewal terms to the Lease; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Lease on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Notwithstanding any expiration of the Lease to the contrary, Lessor and Lessee hereby restate, ratify and affirm the terms and conditions of the Lease and further acknowledge and agree that the Lease is in full force and effect, and neither Lessor nor Lessee, as of the date hereof, is in breach under the terms of the Lease.

2. **Addition of Agreement Term.** A new, five (5) year term shall be added to the Agreement (the "**New Term**"). Such New Term shall **automatically commence**, on the same terms and conditions of the Agreement (except as modified herein), upon the expiration of the final term contemplated by the Agreement.

3. **Rent.** The amount of rent payable during the New Term shall be as follows, notwithstanding any different rental rates or escalation factors set forth in the Agreement:

(a) From and after the commencement date of the New Term (the "New Term Commencement Date"), Lessee shall pay Lessor or designee, as rent, One Thousand Six Hundred Twenty Eight dollars (\$1,628.00) per month ("**Rent**"). Prior to the New Term Commencement Date, the Rent amount shall be as set forth in the Agreement. Where duplicate Rent payment would occur, a corollary credit shall be applied by Lessor for any prepayment of Rent by Lessee applicable to the month that contains the New Term Commencement Date. Thereafter, Rent will be payable monthly in advance by the fifth day of each month to Lessor at Lessor's address as provided below.

(b) Rent shall be increased annually effective as of each anniversary of the New Term Commencement Date ~~by~~ ^{to 5%} an amount equal to one hundred four percent (104%) of the previous years' rent.

4. **Notices.** All notices, requests, demands and communications under the Lease, as amended hereby, will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

LESSOR:

City of Staunton
Attn: City Manager
PO Box 58
Staunton, VA 24407-0058

With Copy to:
City of Staunton
Attn: City Attorney
PO Box 58
Staunton, VA 24402-0058

LESSEE:

T-Mobile USA, Inc.
RE: VA33345A
12920 SE 38th Street
Bellevue, Washington 98006
Attn: Lease Administrator

With a copy to:

T-Mobile Northeast LLC
4 Sylvan Way
Parsippany, NJ 07054
Attn: Lease Administrator

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
Attn: Legal Dept.

Either party hereto may change the place for the giving of notice to it by not less than thirty (30) days' prior written notice to the other as provided herein.

5. **Required Consents.** Lessor represents and warrants that Lessor has obtained all required consents in connection with entering into this Amendment (including, without limitation, all master landlord, lender and secured party consents, if applicable). If any other consent, authorization or approval of Lessor is required or requested by Lessee from time to time under the Lease, such approval, consent or authorization shall not be unreasonably withheld, conditioned or delayed.

6. **Recording of Documents.** Lessor approves and agrees to cooperate with the recording of the Memorandum of Lease Amendment attached hereto as **Schedule II** and incorporated herein (together with such changes therein as may be required to comply with local law and requirements) in the recording jurisdiction where the Property is located.

7. **Supplemental Terms and Conditions.** The Lease is amended to incorporate all the provisions set forth on **Schedule I** attached hereto and hereby incorporated by reference herein. The provisions set forth on said Schedule supplement and affirm Lessee's rights under the Lease, and shall not be construed to limit or waive any of the rights of Lessee under the Lease.

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall govern and control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect in accordance with its terms and conditions.

9. **Miscellaneous.** Lessor acknowledges that: (a) Lessor has read and understands this Amendment and the underlying Lease and (b) Lessor has been advised and is informed that if Lessor does not enter into this Amendment, the underlying Lease between Lessor and Lessee, including any termination or non-renewal provisions therein, will remain in full force and effect in accordance with its terms. Lessor hereby acknowledges that Lessee's facilities and use of the Premises as of the Effective Date are in conformity with the Lease. This Amendment may be executed in multiple counterparts. Signatures hereon sent by facsimile, e-mail or other electronic means shall be treated as original signatures.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this Amendment effective as of the Effective Date.

LESSOR:

City of Staunton, a municipal corporation in the Commonwealth of Virginia

By: SLF Owen

Print Name: Stephen F. Owen

Title: City Manager

Date: 3-15-12

LESSEE:

T-Mobile Northeast LLC, a Delaware limited liability company

By: Abby Harrington

Print Name: Abby Harrington

Title: Director, National Siting Policy

Date: 2-17-12

SCHEDULE I

First Amended and Restated Lease Agreement

The following provisions shall supplement and amend the Lease:

1. **Access.** Without limiting the generality of any other right available to Lessee under the Lease, Lessor hereby grants and confirms unto Lessee, and to any public or private utility (including, without limitation, any provider of T-1, fiber optic or other telecommunications lines or services) now or hereafter serving the Premises and/or the Communications Facility or related equipment, access to the Premises and over the Property, twenty-four hours per day, seven days per week (24/7), including, without limitation, access to and from an accessible, open and maintained public road to the Premises, for the installation, maintenance, repair, modification, alteration, or refurbishment of the Communications Facility or any equipment or service related to such Communications Facility as such access is deemed necessary by Lessee, in its reasonable discretion, without the requirement of notice by Lessee to Lessor. In the event that any public or private utility (including, without limitation, any provider of T-1, fiber optic or other telecommunications lines or services) now or hereafter serving or attempting to serve the Communications Facility is unable to use the access provided by Lessor, then Lessor hereby agrees to grant additional access to Lessee or to such public or private utility, for the benefit of Lessee, at no cost to Lessee and pursuant to the same terms and conditions as noted above.

2. **Assignment/Sublease.** Lessee shall have the right to sublease the Premises and/or assign, sell, pledge or otherwise transfer any and all of its rights, title or interests in, to or under the Lease, without the consent of Lessor. Without limiting the generality of the foregoing, Lessee may make any such transfer to any pledgees, mortgagees, holders of security interests, trustees, lenders or other parties providing financing to Lessee (each, a "**Secured Party**"), and any Secured Party shall be a third party beneficiary of all of the rights of Lessee under the Lease and shall be entitled to record a deed of trust or mortgage to secure its interest under the Lease.

SCHEDULE II

First Amended and Restated Lease Agreement

Memorandum of Lease Amendment

any of the terms, conditions or provisions of the Lease or the Amendment, all of which are hereby ratified and affirmed. The Lease, as amended by the Amendment, shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, and shall run with the land and bind all assignees, transferees or successors of the parties' respective interests.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease Amendment on the day and year first above written.

LESSOR:

City of Staunton, a municipal corporation in the Commonwealth of Virginia

By: _____

Printed Name: NOT FOR EXECUTION

Title: _____

Date: _____

LESSEE:

T-Mobile Northeast LLC, a Delaware limited liability company

By: _____

Printed Name: NOT FOR EXECUTION

Title: _____

Date: _____

LESSOR ACKNOWLEDGEMENT

FOR CORPORATION

STATE OF VIRGINIA)

) ss:

COUNTY OF AUGUSTA)

I, _____, a Notary Public for the _____ of
_____ and State aforesaid, do hereby certify that
_____ personally came before me this day and acknowledged that
he/she is the _____ of _____, a
_____ and that by authority duly given and as an act of the
_____, he/she signed the foregoing instrument.

WITNESS my hand and official stamp or seal, this _____ day of _____, 20____.

Signature: ___NOT FOR EXECUTION_____

(Seal)

LESSEE ACKNOWLEDGEMENT

STATE OF WASHINGTON)

) ss:

COUNTY OF KINGS)

I, _____, a Notary Public for the _____ of
_____ and State aforesaid, do hereby certify that
_____ personally came before me this day and acknowledged that
he/she is the _____ of _____, a
_____ and that by authority duly given and as an act of the
_____, he/she signed the foregoing instrument.

WITNESS my hand and official stamp or seal, this _____ day of _____, 20____.

Signature: ____NOT FOR EXECUTION_____

(Seal)

EXHIBIT A
PREMISES DESCRIPTION AND LEGAL DESCRIPTION OF PROPERTY

Street Address: 1876 Shutterlee Mill Road. Staunton, VA

APN: 10121;

Legal Description:

Portion MW Harper Land

18.84 acres, County Deed Book 543 page 17, Plat County Deed Book 543 page 21

SCHEDULE III

Lease Agreement dated January 25, 2007

LEASE AGREEMENT

THIS LEASE, dated this 25th day of January, 2007 for identification, is made by and between the City of Staunton, a municipal corporation of the Commonwealth of Virginia ("Lessor") and T-Mobile Northeast LLC, a limited liability company, having its principal place of business at 5029 Corporate Woods Drive, Suite 225 Virginia Beach, Virginia 23462, ("Lessee"),

WITNESSETH:

WHEREAS, Lessor is the owner of a parcel of land (the Owned Premises) situated in the City of Staunton, Virginia, described on the attached **Exhibit A**, on which a municipal water tower (the "Water Tower") is located; and

WHEREAS, Lessee is a telecommunications carrier, as defined in Section 3 of the Communications Act of 1934 (47 U.S.C. 153) and is licensed to provide personal wireless telecommunications service to the general public within the City of Staunton; and

WHEREAS, by virtue of succeeding to the interests of Devon Mobile Communications, L.P., in a lease dated March 5, 2001 with the City of Staunton, Lessee has leased space on the Water Tower and a portion of the Owned Premises for the purpose of constructing, operating and maintaining certain facilities for the purpose of providing personal wireless telecommunications service to the general public;

WHEREAS, the March 5, 2001 lease has expired; and

WHEREAS, Lessee desires to continue to lease the space on the Water Tower, and to continue to lease a portion of the Owned Premises for the purpose of constructing, operating and maintaining certain facilities for the purpose of providing personal wireless telecommunications service to the general public;

NOW, THEREFORE, for good and valuable consideration, the parties do hereby agree as follows:

1. **Leased Premises.**

(a) Lessor leases to Lessee, and Lessee leases from Lessor, space on the Water Tower for the purpose of constructing, maintaining, and operating antennas, connecting cables and appurtenances (collectively, the Antenna Facilities), and a portion of the aforesaid parcel, together with such assignable easements as the City may possess for vehicular and pedestrian access and the installation, maintenance and replacement of necessary utilities, wiring, cables and other conduits, for the maintenance and operation of an Accessory Building housing equipment to be used in conjunction with the Antenna Facilities (the Ground Facilities) as more fully described herein.

(b) The current configuration of the Antenna Facilities and the Ground Facilities is shown on the attached **Exhibit B-1**. The space where the Antenna Facilities and the Ground Facilities are located shall be referred to as the Leased Premises. The Antenna Facilities and the Ground Facilities shall be jointly referred to as the Lessee's Facilities.

2. **Term.** The term of this Lease shall be five (5) years, commencing on January 25, 2007 (the Commencement Date), and ending on January 24, 2012 (the Term).

3. **Rent.**

(a) Lessee shall pay to Lessor as rent for the Leased Premises the sum of \$16,060.00 per year, due on the first day of each year of the term in advance.

(b) The Rent shall be increased annually effective as of each anniversary of the Commencement Date by an amount equal to 4 percent of the previous year's rent.

(c) Lessee shall pay to Lessor all actual and reasonable increased costs of maintenance of the Leased Premises directly attributable to Lessee's use and occupancy thereof within thirty (30) days of presentation to Lessee of an itemized statement delineating such increased costs, accompanied by reasonable documentation supporting such costs.

(d) All sums due by Lessee hereunder shall be paid within (5) days of the due date or the notice of payment due sent by Lessor to Lessee. Payments not made within said time shall incur a late payment fee of 5 percent (5%) of the amount due and, in addition, shall incur interest at the rate of 1 percent (1%) per month measured from the due date.

(e) Subject to the provisions of Paragraph 6(d) and Paragraph 10(b), in the event of termination of this Lease, all prepaid Rent shall be refunded to Lessee, without interest, within sixty (60) days of the effective date of such termination.

4. **Contingencies.**

(a) Lessor may hire a consulting engineer who will review the plans and the proposed installation of any replaced Lessee's equipment and antenna facilities upon the Leased Premises within thirty (30) days of the receipt of the plans by the consultant. Such consultant shall provide Lessor with a report of the proposed installation and use as to whether or not any adverse effect to Lessor's or others' property and/or other transmission and reception facilities exists. Lessee agrees that it will reimburse Lessor for the actual fees and costs of said consulting engineer not to exceed the sum of Ten Thousand Dollars (\$10,000). Such charges shall be paid by Lessee thirty (30) days after Lessor bills Lessee.

(b) If the report made pursuant to (a) above reveals an adverse effect upon Lessor, as determined by Lessor in Lessor's sole and absolute discretion, Lessee shall be notified and given sixty (60) days to correct the problem. If the problem cannot be corrected by Lessee, then Lessor may terminate this lease by written notice to Lessee. Upon such termination, the rights, duties, privileges and obligations assumed by the parties hereto (with exception as to the reimbursement by Lessee of the consulting engineer fees and costs which shall remain the obligation of Lessee) shall be null and void.

5. **Security Deposit.** Pursuant to the Initial Contract, T-Mobile deposited the sum of Seven Thousand Dollars (\$7,000) with Lessor as a security deposit (the "Security Deposit"). The Security Deposit shall be fully refundable to Lessee without interest upon the timely removal of every aspect of Lessee's Facilities, and the complete repair and restoration of the Leased Premises and the payment of any sums owed to or on behalf of Lessor in accordance with the terms of this Lease.

If Lessor removes Lessee's Facilities or any portion thereof in accordance with 10(c), Lessor must give written notice to Lessee that Lessee's Facilities or portion thereof, have been removed and will be deemed abandoned if not claimed by Lessee and the storage fees and other reasonable costs paid within thirty (30) days.

6. Governmental Approval.

(a) Lessor represents and warrants that upon signature of this contract, but subject to satisfaction of the contingencies in Paragraphs 4 and 5 hereof, the use of Lessee's Facilities in accordance with applicable City ordinances for the purposes contemplated by this Agreement is authorized.

(b) Lessee's right to use the Leased Premises is contingent upon Lessee's ability to obtain and maintain any and all certificates, permits, licenses, zoning, and other approvals (whether discretionary or ministerial), that may be required by any federal, state, or local authority, for Lessee's continued use of the Leased Premises (Governmental Approval(s)). It shall be the sole and entire responsibility of Lessee to determine what Governmental Approvals are needed for the operation of Lessee's Facilities. Lessor agrees to reasonably cooperate with Lessee (at no cost to Lessor) in its efforts to obtain and maintain such approvals; provided, however, that Lessor's agreement to cooperate shall not in any way limit or otherwise affect the authority or discretion of Lessor's governing body, or any department, division, officer or employee of Lessor, in the conduct of its or his duties with respect to any such Governmental Approval and provided further, that Lessor shall not be required to join, be joined, or otherwise participate as a party in any judicial or administrative action brought by Lessee, or any person or entity claiming under Lessee, in which the denial of, revocation of, or imposition of conditions on any Governmental Approval is in issue. Lessee hereby expressly acknowledges and agrees that neither the execution of this Lease by Lessor nor any act by Lessor or any of Lessor's officers, agents or employees or its governing body in anticipation or in furtherance of the execution of this Lease, shall entitle Lessee to any Governmental Approval, whether discretionary or ministerial, and Lessee shall not be entitled to reimbursement of any costs or expenses of any kind or nature made or incurred in expectation of, or preparation for, the continued use of the Leased Premises.

(c) Lessee warrants that within the past 60 days it has performed, or within the next 30 days will have caused to be performed, a radio frequency emissions study (RF Study) showing that Lessee's intended use does not and will not interfere whatsoever with any existing communications facilities of the Lessor, other lessees of the Lessor, any other adjacent property owner or user, or of any other person, and that such RF Study was conducted by an independent, qualified engineer licensed to practice in the Commonwealth of Virginia. Lessee shall provide to Lessor a copy of such study within 45 days of executing this agreement. Lessor shall, upon request of Lessee, provide such information regarding Lessor's communications facilities as is necessary for Lessee to avoid interference with such facilities. Lessee represents and warrants that it will at all times operate and maintain the Lessee Facilities in accordance with all applicable laws, rules, regulations and ordinances, including but not limited to, FCC regulations pertaining to RF emissions. Lessee shall provide, at its expense, training for Lessor's personnel with respect to working on said tower and the RF Radiation component.

(d) If any Governmental Approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Lessee will be unable to continue to use the Leased Premises for Lessee's intended purpose, and all administrative and judicial appeals of such action have been exhausted, or the time for filing of such appeals has expired, both Lessor and Lessee shall have the right to terminate this Lease by written notice to the other, and upon such termination, this Lease shall become null and void.

(e) Notwithstanding the provisions of subparagraph (d), in the event of termination by Lessee pursuant to subparagraph (d), Lessee shall be liable to Lessor for Rent for a period of 120 days from the date of such termination, unless such termination is by reason of the denial of a conditional use permit or other approval of a discretionary nature by Lessor's governing body. Lessee shall nevertheless be responsible for removal of any of Lessee's property from the premises pursuant to Paragraph 10 hereof and the restoration of Lessor's premises accordingly. Nothing in this subparagraph shall relieve Lessor of its duty to mitigate its damages in the event of termination by Lessee.

(f) Lessee has right to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Lessee or Lessor as long as (i) the equipment and its use does not interfere whatsoever with any other then existing communications facilities; and (ii) Lessee has paid the Additional Security Deposit.

7. Use of Premises.

(a) Lessee may use the Leased Premises for the installation, operation, and maintenance of the Antenna Facilities and the Ground Facilities for the transmission, reception and operation of a communications system and uses incidental thereto, and for the storage of related equipment, in accordance with the terms of this Lease. Storage of items shall only be inside the Accessory Building. Lessee may erect and operate such Antenna Facilities and Ground Facilities only with Lessor's consent. In connection therewith, Lessee shall have the right to do all work necessary to prepare and maintain the Leased Premises for Lessee's business operations under this Lease and to install transmission lines connecting the antennas to the transmitters and receivers. In this regard, all welding cutting, and coating work required for the installation of antennae anchors, brackets, supports, etc., shall conform to the applicable AWWA standards and requirements. Any cutting of the tank will require Lessor's advance written approval. All protective coatings and surface preparations used for the repair of existing coatings shall be approved by Lessor. The existing coatings shall be tested for the presence of lead and other hazardous substances. The cost of all lead abatement and containment procedures shall be borne by the Lessee as part of the installation cost. Any installation, maintenance, or operations work on the tank that requires placing the tank out of service shall be coordinated in advance and be undertaken only with the prior approval of the Lessor. The costs involved in placing the tank out of service including, but not limited to, the cost of labor, the cost to drain the tank, to disinfect the tank and to refill the tank, shall be borne by the Lessee. Any electrical work to be performed on the property or tank shall be in accordance with the National Electric Code and all applicable local codes. All wiring outside of the tank shall be installed in rigid steel conduit.

(b) Lessee shall, at its sole cost and expense, construct, operate and maintain the Antenna Facilities and Ground Facilities in accordance with the standards and specifications of City of Staunton, all applicable City ordinances, permits and other requirements, and all applicable FCC rules and regulations. Any modification of Lessee's Facilities shall be in accordance with plans approved by Lessor, which approval shall not be unreasonably withheld, denied or conditioned. Any damage done to the Owned Premises or any other property of Lessor during modification or operation of Lessee's Facilities shall be repaired at Lessee's expense within thirty (30) days after notification of damage. Title to Lessee's Facilities shall be held by Lessee, and Lessee's Facilities shall be deemed to be the personal property of Lessee and not fixtures. Lessee shall have the right to remove Lessee's Facilities at its sole expense on or before the expiration or earlier termination of this Lease, provided that Lessee shall be required to repair any damage and to restore the Leased Premises to their original condition, ordinary wear and tear, casualty and the acts or omissions of Lessor or third parties excepted. Notwithstanding the

foregoing, Lessee understands and agrees that the circumferential ring or "halo" to which the Antenna Facilities are attached is the sole property of Lessor and shall not be removed by Lessee upon the termination of this lease.

(c) All modifications or improvements of the Leased Premises made for Lessee's benefit shall be at the Lessee's expense, and such improvements shall be maintained in a good state of repair by Lessee at Lessee's expense. Lessee shall provide written notice to Lessor not less than seventy-two (72) hours before commencing maintenance or modification of the Antenna Facilities. The Antenna Facilities shall not be painted without Lessor's approval.

(d) Lessee shall provide Lessor with as-built drawings of the equipment and improvements installed on the Leased Premises showing the actual location of all Antenna Facilities and Ground Facilities and for all other improvements installed on Lessor's property by Lessee in connection with this Lease. The drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, Ground Facilities and Antenna Facilities to be placed on the Leased Premises or other property of Lessor in connection with this Lease. At Lessor's option, such as-built drawings and inventory may be attached to this Lease as **Exhibit C**.

(e) Lessee shall, at its expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner reasonably suitable to Lessor so as not to conflict with the use of the other property of Lessor, Lessor's lessees, or of any other person, subject to the provisions of Paragraph 8 of this Lease. Lessor shall maintain, at its sole expense, access roadways to the Leased Premises in a condition which will allow existing pedestrian and vehicular access under normal weather conditions; provided, however, that Lessee shall be responsible for the repair of any damage or deterioration caused by Lessee's particular use of such roadways.

(f) Lessee, at all times during this Lease, shall have reasonable access during normal working hours to the Leased Premises in order to install, operate, and maintain its Ground Facilities, provided, however, that Lessee shall be required to notify Lessor seventy-two (72) hours in advance of accessing the Antenna Facilities. If it is necessary for Lessee to have access to the Leased Premises at some time other than the normal working hours of Lessor, Lessor may require that Lessee contact Lessor in advance for such access. For purposes of this Paragraph, "normal working hours" are Monday through Friday from 8:00 a.m. to 5:00 p.m., except for Lessor holidays.

(g) Lessee has installed utilities to serve the Antenna Facilities and Ground Facilities in the location shown on **Exhibit B-1** at Lessee's sole expense. Lessee shall separately meter all utilities associated with its use of the Leased Premises and shall promptly pay all costs for such utility services. Lessor shall, without charge to Lessee, sign such reasonable documents as may be required by utility providers to provide such service to the Leased Premises, including the grant of permits required by Lessor or a utility provider to provide service as provided herein.

(h) Lessor warrants and agrees that: (i) Lessor own the Owned Premises and have rights of access thereto, subject to easements, restrictions, conditions, and reservations of record. (ii) Lessor has full right to make and perform this Lease; and (iii) Lessee, upon paying rent and performing the covenants herein provided, shall peaceably and quietly have and enjoy the Leased Premises for the purposes herein contemplated. Lessor shall not cause or permit any use of the Owned Premises which materially and unreasonably interferes with or impairs the operation of the Lessee's Facilities or the quality of the communications services being rendered by Lessee from the Leased Premises, nor shall Lessor have unsupervised access to the Leased Premises,

except in the event of an emergency or a need to perform an essential function or task requiring immediate access to the Leased Premises, as determined in its sole discretion.

8. **Equipment Upgrade.** Lessee may update or replace the Lessee's Facilities from time to time with the prior written approval of Lessor, which approval shall not be unreasonably withheld, delayed or conditioned, provided that any change in location of the Lessee Facilities is satisfactory to Lessor. Lessee shall submit to Lessor a detailed proposal for any such replacement facilities and any supplemental materials as may be requested for Lessor's evaluation and approval. Lessor may hire consultants as to such upgrade regarding structure, RF, or maintenance at Lessee's expense. Lessee shall provide training for Lessor's employees with respect to working on the tower in light of the new facilities.

9. **Interference.**

(a) Lessee's installation, operation, and maintenance of the Lessee Facilities shall not damage or interfere in any way with Lessor's operations. If Lessee's Facilities cause interference to such operations, Lessee shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Lessee shall immediately cease operating Lessee's Facilities to the extent necessary to stop the interference. If the interference cannot be eliminated within thirty (30) days, Lessor may terminate this Lease.

(b) Lessee's use and operation of Lessee's Facilities shall not interfere with the use and operation of other communication facilities on the Owned Property which pre-existed Lessee's Facilities. If Lessee's Facilities cause interference, Lessee shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Lessee shall immediately cease operating Lessee's Facilities to the extent necessary to stop the interference. If the interference cannot be eliminated within thirty (30) days, Lessor may terminate this lease.

(c) Lessor's use and operation of the Owned Property shall not interfere with the use and operation of Lessee's Facilities on the Leased Premises. If Lessor's use and operation of the Owned Property interferes with Lessee's use of the Leased Premises or Lessee's Facilities, Lessee shall provide written notice to Lessor and Lessor shall take all measures reasonably necessary to correct and eliminate such interference. If the interference cannot be eliminated within thirty (30) days, Lessee shall have the right to terminate this Lease.

(d) Lessee understands and agrees that Lessor may permit the installation of other antennae upon said tower attached to the circumferential ring or "halo" either for its own use or by leasing such space to others. Subsequent to the installation of Lessee's Facilities, Lessor shall not permit itself, its lessees or licensees to install new equipment on the Owned Premises or property contiguous thereto owned or controlled by Lessor, if it knows such equipment will cause interference with Lessee's operations. In the event interference occurs, Lessor agrees to take all action necessary to eliminate such interference within thirty (30) days. If the interference cannot be eliminated within thirty (30) days, Lessee may terminate this Lease.

10. **Termination.**

(a) Except as otherwise provided herein, this Lease may be terminated upon not less than sixty (60) days written notice to the other party as follows:

(i) by either party upon a default in the performance of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of

the default (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);

(ii) subject to the provisions of Paragraph (6)d of this Lease, by Lessee if it is unable to obtain or maintain any Governmental Approval necessary to the operation of Lessee's Facilities or of Lessee's business;

(iii) by Lessee if Lessee's Facilities are destroyed or damaged by an act of God so as to, in the Lessee's judgment, substantially impair Lessee's effective use of Lessee's Facilities, upon thirty (30) days' written notice to Lessor, which notice must be given within thirty (30) days of the date of such destruction or damage. If Lessee so terminates this Lease, Lessee shall be entitled to reimbursement of prepaid Rent covering the period subsequent to the date of destruction or damage;

(iv) by Lessor upon twelve (12) months' notice, if it determines that a potential user which is a public safety agency of the federal or state government or of the City of Staunton cannot obtain another adequate location;

(v) by Lessor, if the Staunton City Council determines that Lessee's use of the Leased Premises is not in compliance with any applicable ordinance, or state or federal law, or any conditions of any Governmental Approval, and Lessee fails to cure such non-compliance within thirty (30) days after such determination is rendered. Such failure shall be a default of Lessee's obligations under the terms of this Lease;

(vi) by Lessee, if Lessee is unable to continue to occupy and utilize the Leased Premises due to an action of the FCC, including, without limitation, a take-back of channels or change or reallocation of the frequencies at which Lessee may operate its communications facilities which renders Lessee's operation of its communications facilities at the Leased Premises obsolete; or

(vii) by Lessee upon sixty (60) days written notice for any reason, so long as Lessee pays Landlord a termination fee equal to one half the then current annual rent. The parties acknowledge that such termination fee shall be required only in the event of termination by Lessee for reasons other than those described here in Subparagraphs 10(a)(i) through 10(a)(vi), Paragraph 9 or Paragraph 14 of this Lease.

(viii) by Lessee, if Lessee is unable to obtain or maintain access to the Leased Premises.

(ix) by Lessor or Lessee pursuant to the provisions of Paragraph 9 or pursuant to the provisions of Paragraph 14

(b) Notice of any termination pursuant to this Paragraph shall be in writing and provided pursuant to the provisions of Paragraph 17. Lessee shall be liable to Lessor for all Rent and other consideration under Paragraph 3 of this Lease for the period of this Lease prior to said termination date except as otherwise provided herein.

(c) Upon termination or expiration of this Lease, Lessee shall have sixty (60) days from the date of termination or expiration to remove Lessee's Facilities and related equipment from the Leased Premises and to restore the Leased Premises to their condition prior to installation of Lessee's Facilities, ordinary wear and tear and damage caused by casualty, Lessor or third parties excepted. If Lessee fails to remove its facilities from the Leased Premises within the time allowed, Lessor may (i) declare the facilities abandoned and title to the facilities shall be

transferred to the Lessor, (ii) have such facilities removed and stored for thirty (30) days in which case Lessee shall pay to Lessor the costs incurred for such removal and storage., or (iii) obtain an injunction to require Lessee to remove the facilities for which the Lessee hereby stipulates the Lessor would absent such injunction suffer irreparable harm and have no adequate remedy at law. Lessor shall provide written notice to Lessee prior to taking the actions outlined in this subparagraph (c).

11. Default.

(a) The following will be deemed a default by Lessee and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Lessor of such failure to pay; or (ii) Lessee's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Lessor specifying the failure. No such failure, however, will be deemed to exist if Lessee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee. In the event of any default of this Lease by Lessee not cured by Lessee within the applicable cure period, Lessor may at any time, after notice, cure the default for the account of and at the expense of Lessee. If Lessor is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney and other professional fees in instituting, prosecuting, or defending any action to enforce the Lessor's rights under this Lease, the sums so paid by Lessor, with all interest, costs and damages shall be deemed to be additional Rent and shall be due from the Lessee to Lessor on the first day of the month following ten (10) day's written notice by Lessor and submission by Lessor to Lessee of an itemized statement, with supporting evidence, of Lessor's costs and expenses.

(b) The following shall be deemed a default by Lessor and a breach of this Agreement: Lessor's failure to perform any term, condition or cure breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Lessor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessor. If Lessor remains in default beyond any applicable cure period, after notice from Lessee, Lessee will have the right to cure Lessor's default and to deduct the reasonable costs of such cure from any monies due to Lessor from Lessee. In the event Lessee deducts such costs from monies due Lessor, Lessee will provide Lessor with an itemized statement and supporting documentation.

12. Condemnation. In the event the Leased Premises is taken by eminent domain by the state or federal government, or any instrumentality thereof, or by the City of Staunton, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In the event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer by giving thirty (30) days' written notice to the other party. In the event this Lease is not thereby terminated, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Leased Premises. Lessor and Lessee shall each be entitled to pursue its own separate awards in the event of a taking of the Leased Premises.

13. Defense and Indemnification.

(a) Lessee agrees to defend, indemnify and hold harmless Lessor and its elected officials, officers, employees, agents, and representatives from and against any and all claims,

costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, arising from the negligence, willful misconduct, or other fault of Lessee. Lessee shall defend all claims arising out of Lessee's use of the Leased Premises and out of the installation, operation, use, maintenance, repair, removal, or presence of Lessee's Antenna Facilities, equipment and related facilities on the Leased Premises.

(b) Notwithstanding anything to the contrary contained in this Lease, Lessor and Lessee each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

14. Environmental.

(a) Lessor represents and warrants to the best of its knowledge that the Owned Property is free of hazardous substances as of the date of this Agreement and to the best of Lessor's knowledge, the Owned Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Lessor and Lessee agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guideline, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Owned Property.

(b) Lessee agrees to defend, hold harmless and indemnify Lessor from and to assume all duties, responsibilities and liabilities at the sole cost and expense of Lessee for payment of penalties, sanctions, forfeitures, losses, costs or damages and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) Lessee's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Owned Property and the activities conducted thereon by Lessee, unless the environmental conditions are caused by Lessor.

(c) The indemnifications of this Paragraph 14 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 14 Environmental will survive the expiration or termination of this Lease.

(d) In the event Lessee becomes aware of any hazardous materials on the Owned Property, or any environmental or industrial hygiene condition or matter relating to the Owned Property that, in Lessee's sole determination, renders the condition of the Premises or Owned Property unsuitable for Lessee's use, or if Lessee believes that the leasing or continued leasing of the Premises would expose Lessee to undue risks of government action, intervention or third-party liability, Lessee will have the right, in addition to any other rights it may have at law or in equity, to terminate the Lease upon notice to Lessor.

15. Insurance.

(a) During the Term of this Lease, Lessee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of

insurance. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims-made basis. The coverage amounts set forth below may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of Two Hundred Thousand Dollars (\$200,000.00) for each accident.

ii. Commercial general liability insurance with minimum limits of Two Million Dollars (\$2,000,000.00) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; and broad form property damage coverage. Lessor shall be named as an additional insured under such policy.

iii. Automobile liability insurance covering all owned, hired and non-owned vehicles in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limits.

(b) Certificates of insurance for each insurance policy required to be obtained by Lessee in compliance with this paragraph shall be filed with Lessor annually during the term of the Lease and shall include a requirement that Lessor shall be notified in writing not less than ten (10) days prior to any modification or cancellation of any insurance. Lessee shall immediately advise Lessor of any claim or litigation that may result in any demand upon or possible liability to Lessor.

(c) All insurance shall be written by insurers licensed to conduct the business of insurance in the Commonwealth of Virginia.

(d) Lessee shall require that each and every one of its contractors and their subcontractors who perform work on the Leased Premises carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverage of the type which Lessee is required to obtain under the terms of this paragraph with like limits of insurance.

16. Assignment and Sublease.

(a) This Lease, and the rights hereunder, may not be sold, assigned, or transferred at any time by Lessee except upon prior written notice to Lessor and with Lessor's written consent, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring of its assets, or to entity controlling, controlled by or under common control with Lessee, without Lessor's consent. Lessee shall be relieved of all future performance, liabilities and obligations under this Lease upon such assignment. Subject to the other provisions of this Lease, Lessee shall have the right to sublet all or a portion of the Leased Premises without Lessor's consent, but shall remain liable to Lessor for the payment of Rent and all other payments from and other obligations of Lessee required or contemplated by this Lease unless otherwise consented to, in writing, by Lessor. Notwithstanding anything to the contrary contained in this Lease, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for

borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

(b) This Lease shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns.

(c) Lessee understands and agrees that Lessor may rent tower space upon the water tower to another person, firm, or corporation as long as the equipment placed on the tower by such other entity does not interfere with the operation of Lessee hereunder.

17. **Notices.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed as follows or if sent by facsimile to the facsimile number set forth below, with a hard copy contemporaneously mailed as previously specified:

If to Lessor to: City Manager
 PO Box 58
 Staunton, VA 24402-0058

With a copy to: City Attorney
 PO Box 58
 Staunton, VA 24402-0058

If to Lessee to: T-Mobile Northeast LLC
 324 Madison Mews
 Attn: Operations Project Manager
 Norfolk, VA 23510

With a copy to: T-Mobile Northeast LLC
 12920 SE 38th Street
 Attn: PCS Lease Administrator
 Bellevue, WA 98006

Lessor and Lessee may from time to time designate any other address for this purpose by written notice to the other party.

18. **Miscellaneous Provisions.**

(a) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease shall be effective only if made in writing and executed and acknowledged by both parties.

(b) Each party agrees to cooperate with the other in executing or having executed any documents (including a Memorandum of Lease in a form acceptable to both parties, Non-Disturbance Agreements, easement agreements, or other documents) necessary to protect its

rights or use of the Leased Premises. Either party may record a Memorandum of Lease or easement agreement, but neither party may record this Lease.

(c) This Lease shall be construed in accordance with the laws of the Commonwealth of Virginia. Any court action relating to this Lease may be maintained only in the Circuit Court of the City of Staunton.

(d) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

(e) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their representative capacities as indicated.

(f) The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Leased Premises and shall become effective only upon execution by both parties.

(g) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(h) This Lease shall be governed as to all matters, whether of validity, interpretation, obligations, performance or otherwise, exclusively by the laws of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Lease shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

(i) During the performance of this Lease, the Lessee agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, veteran status or national origin, except where religion, sex, handicap, or national origin is a bona fide occupational qualification or consideration reasonably necessary to the normal operation of the Lessee. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Lessee, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, will state that such Lessee is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements herein.

(j) Lessee hereby certifies that it did not, directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free, competitive bidding for this Lease in violation of any of the laws of the United States or the Commonwealth of Virginia.

(k) Lessee represents and warrants that, as of the date of its execution of this Lease, it is the holder of a valid license issued by the Federal Communications Commission to construct and operate radio transmitting facilities within a territory including the City of Staunton pursuant to Section 309 (h) of the Communications Act of 1934 (47 U.S.C. 309 (h)). Lessee hereby agrees that, if for any reason such license is revoked or otherwise terminated, it will immediately so notify Lessor, and Lessee shall have the right to terminate this Lease pursuant to Paragraph 10(a)(vi) of this Lease.

19. **Tests and Constructions.** Lessee shall have the right following the full execution of this Lease, upon the giving of forty-eight (48) hours' advance notice to Lessor, to enter upon the Owned Premises for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings or other reasonably necessary tests. In the event of any inconsistency between this Lease and any survey performed, Lessor shall make such amendments to this Lease and adjustments in the location of Leased Premises as shall be reasonably for Lessee's use and satisfactory to Lessee. If the title search or the survey discloses any matters which Lessee deems unsuitable or which interfere with Lessee's use and enjoyment of the Leased Premises, Lessor shall cure such defects within sixty (60) days. If Lessor does not or cannot cure such defect within such sixty (60) days, Lessee shall have the right, without obligation, to terminate this Lease.

20. **RF Compliance.** Subsequent to the installation of Lessee's Facilities, Lessor shall not knowingly permit itself, its lessees or licensees to install new equipment on the Owned Premises or property contiguous thereto owned or controlled by Lessor, if such equipment will cause the Owned Premises to exceed the FCC radiated power density maximum permissible exposure (AMPE) limits for workers and the general public. Such excess radiated power densities shall be deemed a material breach by Lessor. In the event excess radiated power densities occur, Lessor agrees to take or to cause any subsequent lessee or licensee whose use of the Owned Premises results in the FCC specified MPE limits being exceeded to promptly take all mitigation action necessary to eliminate such excess radiated power densities within thirty (30) days. In the event Lessor fails to comply with this paragraph, Lessee may terminate this Lease and/or pursue any other remedies available under this Lease, at law, and/or at equity, including injunctive relief.

21. **Marking and Lighting Requirements.**

(a) Lessee shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC in the event those requirements are the result of the presence of Lessee's Facilities on the Leased Premises. Further, Lessee shall pay for such reasonable costs and expenses (including for any lighting automated alarm system), provided that the requirement for compliance results from the presence of Lessee's Facilities on the Leased Premises. Should Lessor be cited because the Owned Premises is not in compliance due to the presence of Lessee's Facilities on the Leased Premises, and should Lessee fail to cure the conditions of noncompliance, Lessor may either terminate this Lease or proceed to cure the conditions of noncompliance at Lessee's expense. All sums so paid by Lessor, with all interest, costs, and damages shall be deemed to be additional Rent and shall be due from the Lessee to Lessor on the first day of the month following ten (10) day's written notice by Lessor and submission by Lessor to Lessee of an itemized statement, with supporting evidence, of Lessor's costs and expenses.

(b) If lighting requirements apply and a lighting automatic alarm system has been installed by Lessor, Lessor shall allow Lessee to bridge in to the system to permit a parallel alarm or to install a second alarm if a bridge would interfere with Lessor's alarm. Lessee shall be responsible for the cost and expense of maintaining the bridge or parallel alarm. Notwithstanding anything in this Paragraph 21(b), the responsibility for compliance with FAA and FCC requirements shall remain with Lessor as provided in Paragraph 21(a) above.

22. **Waiver of Lessor's Lien.** Lessor waives any lien rights it may have concerning Lessee's Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

23. **Brokers.** Lessor and Lessee represent to each other that they have not negotiated with any real estate broker in connection with this Lease. Lessor and Lessee agree that, should any claim be made against the other for a real estate broker's commission, finder's fee or the like by reason of the acts of such party, the party upon whose acts such claim is based shall indemnify and hold the other party free and harmless from all losses, damages, claims and expenses in connection therewith.

24. **Taxes.** Lessee shall be responsible for paying all personal property taxes assessed upon Lessee's Facilities and for paying taxes on its leasehold interest pursuant to Virginia Code Section 58.1-3203, or any successor statute.

25. **Appropriations.** The obligations of the Lessor are contingent upon and subject to sufficient funds appropriated for purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have respectively executed this Lease to be effective as of the date hereinabove stated.

Lessor:
CITY OF STAUNTON

by: James M. J. Talley
City Manager

ATTEST:

Deborah A. Lane
City Clerk

APPROVED AS TO LEGAL FORM:
[Signature]
Department of Law

Lessee:
T-Mobile Northeast LLC,
a Delaware limited liability company

by: [Signature]
Kevin Forshee
Area Director

Acknowledgements appear on the following page.

STATE OF VIRGINIA

CITY OF STAUNTON

I, Dorotha A. Lane, a Notary Public of the City and State aforesaid, do hereby certify that James M. Halasy of the City of Staunton whose name as such is signed to the foregoing Lease Agreement, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this 26th day of January, 2007.

Dorotha A. Lane - Commissioned
Notary Public as Dorotha L. Sutton
My Commission Expires: 2-28-2010

STATE OF MARYLAND

CITY OF BELTSVILLE

ACKNOWLEDGEMENT

I, Courtney A. Evans, a Notary Public of the County and State aforesaid, certify that Kevin Forshee personally came before me this day and acknowledged that he is the Area Director for T-Mobile Northeast LLC, and that by authority duly given and as an act of the Company, he signed the foregoing instrument. Witness my hand and official stamp or seal, this

28 day of February, 2007.

Courtney A. Evans
Notary Public
COURTNEY A. EVANS
Notary Public
My Commission Expires: Prince George's County, MD.
My Commission Expires March 1, 2008



Proclamation

Before The Staunton City Council

American Red Cross Month

WHEREAS, in Central Virginia and the Shenandoah Virginia, we have a long history of helping our neighbors in need; and

WHEREAS, American Red Cross Month is a special time to recognize and thank our heroes—those Red Cross volunteers and donors who give of their time and resources to help community members; and

WHEREAS, these heroes help families find shelter after a home fire; give blood to help trauma victims and cancer patients; deliver comfort items to military members in the hospital; use their lifesaving skills to save someone from a heart attack, drowning or choking; and enable children around the globe to be vaccinated against measles and rubella; and

WHEREAS, the American Red Cross depends on local heroes to deliver help and hope during a disaster, and we applaud our heroes here in Central Virginia and the Shenandoah Valley who give of themselves to assist their neighbors when they need a helping hand; and

WHEREAS, across the country and around the world, the American Red Cross responds to disasters big and small; and

WHEREAS, in fact, every eight minutes the organization responds to a community disaster, providing shelter, food, emotional support and other necessities to those affected; and

WHEREAS, the American Red Cross collects nearly 40 percent of the nation's blood supply; provides 24-hour support to military members, veterans and their families; teaches millions lifesaving skills, such as lifeguarding and CPR; and, through its Restoring Family Links program, connects family members separated by crisis, conflict or migration; and

WHEREAS, we dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies, recognizing our community's dependence on the organization, which relies on donations to fulfill its humanitarian mission.

NOW, THEREFORE, BE IT PROCLAIMED that I, Carolyn W. Dull, Mayor of Staunton, on behalf of the Council of the City of Staunton, Virginia, do hereby designate the month

of March as American Red Cross Month in the City of Staunton, and encourage all Americans to support this organization and its noble humanitarian mission.

Dated this this 23rd day of February, 2017.

Carolyn W. Dull, Mayor

ATTEST: _____
Linda L. Little, CMC
Clerk of Council

City Council
WORK SESSION
February 9, 2017
6:15 p.m.

Present:

City Council: Mayor Dull, Vice Mayor Kier, Council Members Curren, Harrington, Oakes and Obenschain

School Board: Dr. Reviea, Chairman Ramsey, Members Darby, Kleiner, Boyle, Lobb and Whitesell

Absent: Councilman Holmes and School Board Member Darby

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

1. Consideration of Work Session and Regular Meeting Agendas

Consistent with Procedural Memorandum No. 3, amended by Council at its organization meeting on July 1, 2016, the agendas were presented for Council consideration.

Dr. Harrington moved to approve the Work Session and the Regular Meeting agendas as presented.

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

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

2. Joint Work Session with Staunton City School Board

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

Staunton City Council and Staunton City School Board met in an informal joint work session to discuss general items of mutual interest, such as capital improvement projects and current legislative issues. Lee High School was also discussed.

Dr. Harrington welcomed Ms. Whitesell to the School Board.

Chairman Ramsey asked for a motion to adjourn the meeting of the School Board. Such a motion was made, seconded and passed unanimously.

3. Presentation of General Reassessment

Mr. Charley Haney, City Assessor, reported that as prescribed by Title 58.1, Chapter 32 of the Code of Virginia, the City Assessor's Office has completed the 2017 general reassessment of real estate in the City, with an effective date of January 1, 2017. Notices of Real Estate Assessment Value Change were mailed on January 30, 2017.

Mr. Haney presented the following results of the reassessment:

- The total value of all real estate assessed by the city is \$2,265,918,400, up 2.26% from 2016 values
- Taxable real estate increased by 2.81% to \$1,856,637,200, an increase of \$50,674,300 from 2016
- Six new parcels in the rehabilitation abatement program for 2017 for a total of 78 parcels
- The Downtown Service District increased to \$78,133,248, a 1.49% increase from 2016

Mr. Haney noted that appeals to the assessor's office will be heard until February 28, 2017, and that appeals to the Board of Equalization will be accepted until 5:00 p.m. on March 30, 2017.

4. Discussion of Application for SAFER Grant

Mr. Steve Owen, City Manager, called on R. Scott Garber, Fire Chief. Chief Garber stated that the City of Staunton Fire and Rescue Department respectfully requests authorization to make an application for a SAFER (Staffing for Adequate Fire and Emergency Response) grant for a total of six firefighter positions. A firefighter position starting salary is \$33,994, plus 37% benefits, totaling \$53,875 per position. The six firefighter positions will total \$323,250 per year, for an aggregate of \$969,750 over the three year SAFER grant period. Of this amount, the grant would fund \$598,012 (\$242,437 for years in each of the first two years and \$113,138 in the third year), with a local prescribed cost share of \$371,736 (\$80,812 in each of the first two years and \$210,112 in the third year).

This will be Item B on the Regular Agenda.

5. Discussion of an Ordinance to Change the Polling Place for Ward No. 1

Mr. Owen called on Mr. Jim Kivlighan, Chairman of the Staunton Electoral Board. Mr. Kivlighan introduced the city's new registrar, Molly Goldsmith. He stated that they are requesting that City Council consider an ordinance to change the polling place for Ward No. 1 from Bessie Weller Elementary School to Third Presbyterian Church. This change would facilitate a smoother election process for Ward No. 1 because of the various school activities that occur during poll hours. The proposed location is on Barterbrook Road, only 1.3 miles from the current location, and is believed to have ample parking and to fulfill accessibility requirements.

This will be Item C on the Regular Agenda.

6. Discussion of FY18 Holiday Schedule

Mr. Owen called on Mr. Jon Venn, Director of Human Resources. Mr. Venn stated that Staunton observes 10 paid holidays annually, plus other holidays as designated by City Council (Personnel Policy 5.3). The holiday schedule is planned in advance to allow employees and departments time to plan and coordinate operations. Staff scheduled to work essential services on a holiday are provided an alternate holiday. In case of emergency, employees called in to work during a holiday are paid for time worked and receive an alternate holiday.

This will be Item D on the Regular Agenda.

7. Discussion of Personnel Policy Manual Update

Mr. Owen called on Mr. Venn, who explained that a committee of Staunton City employees undertook the process of reviewing the City's Personnel Policy Manual to identify policies in need of updating and to consider the addition of policies to ensure the City continues to establish clear and consistent policies, practices and expectations, in accordance with applicable state and federal law. The committee also updated language and position titles that have changed over time and sought to format the manual consistently. Earlier this month, the manual, with its proposed revisions, was shared with all employees, with an invitation to submit questions or comments to Human Resources staff. Staff intends to consider those questions or comments in finalizing the manual for presentation to City Council. Consideration of the manual will then be scheduled for a subsequent Council meeting.

The work session adjourned at 7:11 p.m.

Linda L. Little, CMC
Clerk of Council

REGULAR MEETING OF STAUNTON CITY COUNCIL**Thursday, February 9, 2017****7:30 p.m.****Council Chambers**

PRESENT: Carolyn W. Dull, Mayor
Ophie A. Kier, Vice Mayor
Erik D. Curren
James J. Harrington
Andrea W. Oakes
Walter J. Obenschain

ABSENT: R. Terry Holmes

ALSO PRESENT: Stephen F. Owen, City Manager
Steven L. Rosenberg, Deputy City Manager
Douglas L. Guynn, City Attorney
Linda L. Little, Clerk of Council

Mayor Dull called the meeting to order. The Pledge of Allegiance was recited in unison.

MAYOR'S REPORT

Mayor Dull commented on the wonderful NAACP Annual Unity Prayer Breakfast, which all council members attended.

ADDITIONAL ITEMS BY MEMBERS OF COUNCIL

Vice Mayor Kier stated that in honor of Black History Month, he would like to thank Laten Bechtel, who has written two books and helped with a third. He also mentioned that he was sponsoring a forum on race, which will be held on February 21st at 7:00 p.m. in Council Chambers.

APPROVAL OF MINUTES

Ms. Oakes moved to approve the work session and regular meeting minutes of January 26, 2017.

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

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

REGULAR MEETING**A. Recognition of Cindy Steed for Years of Service to the City of Staunton**

Retired Utilities Supervisor Cindy Steed was recognized on the occasion of her recent retirement from City service. Mr. Owen mentioned the following achievements of Ms. Steed during her career with the City:

- 23 years of service with the Finance Department as Supervisor of Purchasing and Utilities
- She was the first stop for citizens, vendors, customers and bidders, for complaints for water and sewer problems, lawsuits and insurance claims against the City
- Successfully completed the update of the city's purchasing policy with Council adopting the Code of Virginia's Procurement Policy
- Headed up a committee to bring the Virginia Association of Governmental Purchasing conference to the City of Staunton in March 2009, by coordinating with statewide committees and working with the Stonewall Jackson Hotel to make the conference a success and showplace the City
- Was presented an award by VML Insurance Programs in recognition of her efforts in the area of risk management
- One of four individuals across the state recognized by VML Insurance Programs in 2010 for her outstanding efforts in the area of risk management for creating a city wide safety committee, creating a strong training program for employees and spending a significant amount of time on consolidating all safety regulations into a single document for the City
- Her efforts have resulted in the City's continuous receipt of the GOLD Award for risk management guidelines, through the Virginia Municipal League, by meeting all the guidelines in the time allowed for standards
- Was appointed to the SAW Firing Range Committee, which she organized, resulting in the realization of the range for Staunton, Augusta County and Waynesboro

Mr. Steve Owen, City Manager, presented Ms. Steed with a certificate of appreciation from the City.

B. Consideration of Application for SAFER Grant

Mr. Owen stated that before Council was a request by the City of Staunton Fire and Rescue Department for authorization to make an application for a SAFER grant. He indicated that SAFER stands for the Staffing for Adequate Fire and Emergency Response Grants which are managed by the Federal Emergency Management Agency's Assistance to Firefighters Grants (AFG) Program Office. The goal is to assist local fire departments with staffing and deployment

capabilities so they may respond to emergencies whenever they occur, assuring their communities have adequate protection from fire and fire-related hazards.

The City of Staunton Fire and Rescue Department's request is for authorization to make an application for a SAFER grant for a total of six firefighter positions. A firefighter position starting salary is \$33,994, plus 37% benefits, totaling \$53,875 per position. The six firefighter positions will total \$323,250 per year, for an aggregate of \$969,750 over the three year SAFER grant period. Of this amount, the grant would fund \$598,012 (\$242,437 for years in each of the first two years and \$113,138 in the third year), with a local prescribed cost share of \$371,736 (\$80,812 in each of the first two years and \$210,112 in the third year).

Ms. Oakes moved that City Council authorize staff to apply to the Federal Emergency Management Agency for a SAFER grant, for the purpose of establishing six positions in the Fire and Rescue Department, as proposed.

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

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

C. Introduction of an Ordinance to Change the Polling Place for Ward No. 1

Mr. Owen called on Mr. Jim Kivlighan, Chairman of the Electoral Board, and Ms. Molly Goldsmith, City Registrar.

Mr. Kivlighan stated that they are requesting that City Council consider an ordinance to change the polling place for Ward No. 1 from Bessie Weller Elementary School to Third Presbyterian Church. He noted that the change would facilitate a smoother election process because of the various school activities that occur during poll hours. He further noted that the new location was only 1.3 miles from the current location and is believed to have ample parking and to fulfill accessibility requirements.

Dr. Harrington moved to introduce an ordinance to change the polling place for Ward No. 1 from Bessie Weller Elementary School to Third Presbyterian Church, and to schedule a public hearing on the proposed ordinance during Council's regular meeting on February 23, 2017.

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

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

D. Consideration of FY18 Holiday Schedule

Mr. Owen called on Mr. Jon Venn, Director of Human Resources. Mr. Venn stated that the City of Staunton observes 10 paid holidays annually, plus other holidays as designated by City Council (Personnel Policy 5.3). The holiday schedule is planned in advance to allow employees and departments time to plan and coordinate operations. The following is the proposed schedule:

Holiday	Date Observed
Independence Day	Tuesday, July 4, 2017
Labor Day	Monday, September 4, 2017
Thanksgiving Day	Thursday, November 23, 2017
Day After Thanksgiving	Friday, November 24, 2017
Christmas Day	Monday, December 25, 2017
New Year's Day	Monday, January 1, 2018
Martin Luther King, Jr. Day	Monday, January 15, 2018
Presidents Day	Monday, February 19, 2018
Memorial Day	Monday, May 28, 2018
Personal Holiday*	Discretionary

1. Consider designating Monday, July 3, 2017, as an additional holiday to allow employees additional time to travel and participate in Independence Day-related activities.
2. Consider designating Tuesday, December 26, 2017, as an additional holiday to allow employees additional time to travel and participate in Christmas-related activities.

Dr. Curren moved to adopt the fiscal year 2018 holiday schedule as presented with the addition of Monday, July 3, 2017, and Tuesday, December 26, 2017, as City holidays.

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

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

E. Introduction of an Ordinance Amending Various Provisions of the Staunton City Code as it Relates to City's Senior Planner Position

Mr. Owen called on Mr. Steve Rosenberg, Deputy City Manager. Mr. Rosenberg noted that this ordinance was initially presented to Council on January 26th. He explained that as of January 1, 2017, the City of Staunton, through its city manager, administratively reorganized to establish the Community Development Department. The department combines the functions and services previously offered by the Planning and Inspections Department and by the Engineering Department. As part of the reorganization, the position of "Senior Planner" was established as part of the Community Development Department and will assume essentially the responsibilities of the eliminated position of "Planning Director."

Currently, the Staunton City Code variously references what actually is the same position as the "Director of Planning and Development," the "Director of Planning and Inspections," the "Director of Planning," and "director." Given the reorganization and elimination of the position, the City Code merits amendment to reflect the same and to achieve greater uniformity of reference as it relates to the change in positions and title.

The draft ordinance was referred to the Planning Commission for public hearing and consideration at its meeting on January 19. After conducting the public hearing, the Commission unanimously recommended adoption of the ordinance.

Mr. Obenschain moved to introduce an ordinance to amend various provisions of the Staunton City Code as it relates to City's Senior Planner position, and to schedule a public hearing on the proposed ordinance during Council's regular meeting on February 23, 2017.

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

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

Matters from the City Manager

Mr. Owen stated that he had nothing to report.

Council Member Point of Order

Ms. Oakes called a point of order. She stated that a correction was made to the minutes.

Ms. Oakes moved to amend the motion concerning the approval of the minutes of the work session of January 26, 2017, to confirm the grammatical change as to the Planning Commission conducting a public hearing.

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

Matters from the Public

Mr. Baldwin Jennings, 332 Sharon Lane, stated he still was not in favor of the proposed \$40 million for renovations to Lee High School.

Mr. Bill Lobb, 410 Rainbow Drive, stated that he was present to correct a few of the mistakes reported in the local papers about the high school project.

The following were present in favor of more funding or a new high school:

Ashley Kane, 311 Valley View Drive
Jennifer McNee, 217 Fayette Street
Martha Ware, 308 Valley View Drive
Ellen Lucius, 414 Glen Avenue
Summer Fitzgerald, 11 N. Washington Street
Christine Poulson, 315 Sherwood Avenue
Lacey Dean, 330 Sherwood Avenue
Lisa O'Shea, 114 North Madison Street
Clayton Brooks, 891 Preston Drive
Bridget Kane, 311 Valley View Drive

Elizabeth Bernhardt, 314 Woodmont Drive, stated that she was in favor of having the current conditions at Lee High School addressed.

Frances Fairfield, 118 Thornrose Avenue, spoke in favor of renovations to the current Lee High School.

Adjournment

There being no further business to come before Council, the meeting adjourned at 8:52 p.m.

Linda L. Little, CMC
Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	February 23, 2017	Staff Members: Steve Owen Steve Rosenberg Billy Vaughn
Item #	A	
Ordinance #		
Department:	City Manager Community Development	
Subject:	Public Hearing and Consideration of an Ordinance Amending Various Provisions of the Staunton City Code as it Relates to City’s Senior Planner Position	

Background: As of January 1, 2017, the City of Staunton, through its city manager, administratively reorganized to establish the Community Development Department. The department combines the functions and services previously offered by the Planning and Inspections Department and by the Engineering Department. As part of the reorganization, the position of "Senior Planner" was established as part of the Community Development Department and will assume essentially the responsibilities of the eliminated position of "Planning Director."

Currently, the Staunton City Code variously references what actually is the same position as the "Director of Planning and Development," the "Director of Planning and Inspections," the "Director of Planning," and "director." Given the reorganization and elimination of the position, the City Code merits amendment to reflect the same and to achieve greater uniformity of reference as it relates to the change in positions and title.

The attached draft ordinance, effecting the amendments, was referred to the Planning Commission for public hearing and consideration at its meeting on January 19. After conducting the public hearing, the Commission unanimously recommended adoption of the ordinance.

At Council's work session on January 26, staff provided an overview of the ordinance to Council and reported on the proceedings before the Planning Commission.

At Council's regular meeting on February 9, the attached draft ordinance was introduced and scheduled for public hearing and consideration at the February 23 meeting. A notice of public hearing was published in *The News Leader* on February 9, and February 16.

City Manager's Recommendation: Recommend that City Council conduct the public hearing and adopt the ordinance.

Suggested Motion (to be made after the public hearing is conducted): I move that City Council adopt an ordinance to amend various provisions of the Staunton City Code as it relates to City's Senior Planner position, as presented.

City Manager: Stephen F. Owen

Ordinance No. 2017 - __

AN ORDINANCE AMENDING VARIOUS PROVISIONS OF
THE STAUNTON CITY CODE TO SUBSTITUTE
“SENIOR PLANNER” FOR “DIRECTOR OF PLANNING AND
DEVELOPMENT,” “DIRECTOR OF PLANNING AND INSPECTIONS,” AND
“DIRECTOR OF PLANNING,” AND “DIRECTOR”
IN SECTION 17.10.070, MINOR SUBDIVISION PLATS;
SECTION 18.10.270 “Z” DEFINITIONS;
SECTION 18.40.030, ESTABLISHMENT OF DISTRICT;
SECTION 18.40.120, AMENDMENTS TO SITE PLAN;
SECTION 18.45.030, ESTABLISHMENT OF DISTRICT;
SECTION 18.70.050, PROCEDURE;
SECTION 18.85.040, RECOMMENDATION AND DESIGNATION OF
HISTORIC DISTRICTS;
SECTION 18.140.040, BUSINESS DISTRICT REGULATIONS;
SECTION 18.175.040, PROCEDURE AND ADMINISTRATION; AND
SECTION 18.195.010, ADMINISTRATIVE OFFICER

WHEREAS, as of January 1, 2017, the City of Staunton, through its city manager, administratively will reorganize to establish the Department of Community Development which will combine the functions and services offered now by the Planning and Inspections Department and by the Engineering Department; and

WHEREAS, the Code of the City of Staunton, Virginia, now variously references what actually is the same position as the “Director of Planning and Development,” the “Director of Planning and Inspections,” the “Director of Planning,” and “director;” and such position was eliminated as part of the reorganization;

WHEREAS, as part of the reorganization, the position of “Senior Planner” for the City of Staunton will be established as part of the Department of Community Development and will assume essentially the responsibilities of the eliminated former planning director and assume other responsibilities as may be assigned; and

WHEREAS, given the reorganization, the Code of the City of Staunton merits amendment to reflect the reorganization and achieve greater uniformity of reference as it relates to the change in positions and title.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that any reference in the provisions of the Code of the City of Staunton, Virginia, as to the “Director of Planning and Development,” the “Director of Planning and Inspections,” the “Director of Planning,” and “director” in those contexts shall now be substituted with and mean the “Senior Planner” for the City of Staunton, amending the titles and chapters and sections of the Staunton City Code accordingly, including:

Chapter 17.10
PLATS

17.10.070 Minor subdivision plats.

The required number of paper and digital copies of a minor subdivision plat, as set forth herein, shall be submitted to the ~~director of planning senior planner~~ or designee for approval as follows:

....

(2) Plat Approval. A minor subdivision plat shall be reviewed in accordance with the following procedures:

(a) A minor subdivision plat shall be reviewed by the ~~director of planning senior planner~~ or designee. Upon the ~~director of planning senior planner~~ or designee's determination that the plat is in conformance with the requirements of this title, the ~~director senior planner~~ or designee shall sign the plat. Approval by the ~~director senior planner~~ or designee shall have the same force and effect as approval by the city council. Consideration by the planning commission and the city council shall not be required;

(b) If the ~~director of planning senior planner~~ or designee determines that the plat does not meet the requirements of this title, the original and one copy of the plat shall be returned to the applicant with a written explanation of the deficiencies;

(c) The plat shall be either approved or the written explanation of deficiencies shall be forwarded to the applicant within 15 regular workdays of the receipt of the plat. The applicant may elect to treat a failure by the ~~director of planning senior planner~~ or designee to act on the plat within 15 regular workdays of receipt of the plat as a decision denying approval;

(d) An applicant may appeal the decision of the ~~director of planning senior planner~~ or designee by filing a written request in the office of the clerk of council within 30 days of the decision of the ~~directorsenior planner~~. Upon appeal, the city council shall consider the plat at the earliest possible date and the decision of the governing body shall supersede the decision of the ~~director of planning senior planner~~.

(3) Voidance for Failure to Record. The approved plat shall be recorded in the office of the clerk of the circuit court of the city of Staunton, Virginia, within six months after its approval; otherwise, the approval of the plat shall be deemed to have been withdrawn and such plat shall be marked "void" and returned to the ~~director of planning senior planner~~.

18.10.270 "Z" definitions.

"Zoning administrator" means the ~~building official senior planner~~ or ~~his designated assistant~~ the senior planner's designee will administer this code as provided herein; except, however, only the senior planner or the senior planner's specified zoning designee within a particularly prescribed zoning function or area shall be authorized to act to inform any property owner or any other person with an interest in the property that a structure or other aspect or use complies with the Zoning Code or zoning ordinance provision.

94
95
96 **Chapter 18.40**
97 **R-5 MANUFACTURED HOME PARK DISTRICT**
98

99 **18.40.030 Establishment of district.**

100 (1) Applicants seeking to have an R-5 district established shall apply therefor to the ~~director~~
101 ~~of planning~~ senior planner for the city. The application shall include the following:

102

103
104 The ~~director of planning~~ senior planner may require additional plans if special conditions
105 exist upon the property, such as unusual topography. The applicant is advised to consult
106 with the ~~director of planning~~ senior planner prior to submitting the request to be certain
107 that all requirements hereunder are made known to the applicant.

108

109
110 (4) If the tract approved for the R-5 designation has not been developed and used for the
111 manufactured home park for a period of two years after approval of the designation, then
112 the underlying zoning district regulations shall apply, unless the owner obtains an extension
113 of time for completion by applying to the planning commission and city council. Such
114 extension may be granted not to exceed two years. If an extension is granted, no further
115 extensions will be considered. The owner of such tract may file a certificate of intent to
116 discontinue the manufactured home park use with the ~~director of planning~~ senior planner
117 for the city stating the date upon which such use shall terminate. From that date, the
118 underlying zoning district classification regulations shall then apply to said tract. Upon the
119 termination of the district, the ~~director of planning~~ senior planner shall have the zoning
120 map of the city changed showing the underlying zoning that existed prior to the designation
121 of the R-5 district and all property owners of record in the parcel so affected shall be
122 notified of the change by first class mail.

123
124 **18.40.120 Amendments to site plan.**

125 After approval of the site plan for a manufactured home park, any amendments to said plan
126 or material changes thereto must be submitted to the ~~director of planning~~ senior planner
127 with the information as required by SCC 18.40.030. The process for approval or not of this
128 amendment or change shall be the same as set forth in the aforesaid SCC 18.40.030.

129
130 **Chapter 18.45**
131 **R-6 MANUFACTURED HOME SUBDIVISION**
132

133 **18.45.030 Establishment of district.**

134 (1) Applicants seeking to have an R-6 district established shall apply therefor to the ~~director~~
135 ~~of planning~~ senior planner for the city. The application shall include the following:

136

137
138 **Chapter 18.70**
139 **B-4 CULTURAL AND RECREATIONAL PLANNED BUSINESS DISTRICT**

18.70.050 Procedure.

(1) All applications made hereunder shall be in accordance with Chapter 18.210 SCC, except as specifically modified herein. The application shall contain the documents required by SCC 18.70.030. The ~~director of planning and development~~ senior planner shall obtain written comments on the proposed application from the fire department, health department, director of public works, recreation department, and building official and submit these with the application. The plot plan shall be prepared by and have the seal of an architect or engineer duly registered to practice in the state of Virginia. The application will not be deemed to be received until all the documentation set forth above has been filed with the ~~director of planning and development~~ senior planner.

(2) Upon receipt of the application, the ~~director of planning and development~~ senior planner shall follow the procedures set forth in Chapter 18.210 SCC, to ensure that the advertisement and notification requirements of that chapter are met, to effect the necessary public hearings before the planning commission and city council.

(3) The ~~director of planning and development~~ senior planner shall also obtain written comments upon the application from the B-4 district advisory board for presentation to the planning commission at or prior to the public hearing to be held upon the application.

(4) After the recommendation of the planning commission upon the application, the ~~director of planning and development~~ senior planner shall ensure that advertisement of the public hearing before city council upon the application is accomplished in accordance with this title.

....

Chapter 18.85

H-1 HISTORIC PRESERVATION DISTRICT

18.85.040 Recommendation and designation of historic districts.

....

(3) Requirements for Adopting an Ordinance for the Designation of Historic Districts and Historic Properties.

....

(d) Recording Requirement for Historic Districts or Historic Properties. Following the creation of each historic district or historic property, a copy of the resolution creating such district or property, and a boundary description of such district, shall be filed by the ~~director of planning~~ senior planner with the clerk of circuit court for the city of Staunton.

Chapter 18.140

SIGNS, BILLBOARDS, AND OTHER ADVERTISING STRUCTURES

18.140.040 Business district regulations.

....

(d) Special Regulations for the Downtown Business Area.

....

(iv) General Requirements.

....

(A) No person, firm or corporation shall erect, alter, repair or relocate any sign within the area without first obtaining a certificate of appropriateness from the city's historic preservation commission (HPC) or the ~~director of planning senior planner~~ (in cases where the ~~director senior planner~~ is given authority to issue such certificate without referral to the HPC). A sign permit shall not be required for routine maintenance or a change in copy that results in no alteration to the sign structure.

....

(E) No sign otherwise permitted herein, that lies on, over or across any street, road, highway, alley, sidewalk or other public right-of-way may be erected, displayed, constructed, repaired or altered unless the owner obtains a policy of general public liability insurance with a company authorized to do business in the state of Virginia (approved by the city manager). Said policy shall name the city as an "additional insured" and shall protect and hold harmless the city, its agents and employees from and against any suit, action, claim, cause of action, damages, losses, liability and expenses (including without limitation, litigation expenses and attorney's fees) resulting from, arising out of, or incidental to the construction, alteration, reconstruction, maintenance, repair, removal, falling or collapse of the sign. The minimum bodily injury protection in said policy shall be \$300,000 per person and \$600,000 per occurrence, and the minimum property damage protection in said policy shall be \$150,000 per occurrence. Said policy shall contain a provision that the policy shall not be canceled or changed unless the city is given 30 days' notice prior to said cancellation or change. Failure to maintain the policy in full force and effect shall be due cause for the city, acting through its ~~director of planning senior planner~~, to order removal of such projecting sign immediately.

(F) The ~~director of planning senior planner~~ may remove any sign in violation of the requirements of this chapter, not removed by the owner after notice to do so by the ~~director senior planner~~, and shall impound the sign within 24 hours of such removal. The ~~director senior planner~~ shall notify the owner and the business subject of said sign in writing, if ownership is readily determinable, of the location at which the sign is being stored and of the owner's right to retrieve the sign upon payment of the impound fee (\$100.00), plus a storage fee (\$10.00) per day for each day or fraction of a day of storage. If the owner of the sign in violation cannot be readily ascertainable, the business, subject of said sign, shall be so notified. Signs not so retrieved within a period of 30 days of the mailing of such notice may be destroyed by the city, and the impound fee and storage charge may be recovered against the owner of the sign and the business subject of said sign, jointly and severally.

(v) Permit/Certificate of Appropriateness.

....

(A) The application for a certificate of appropriateness (required by subsection (3)(d)(iv)(A) of this section) shall contain (1) the location of the sign structure, (2) the name and address of the owner of the sign and of the person, firm or corporation of the sign contractor (if any), (3) a drawing showing the design and copy to be displayed upon the sign, and (4) such other information as the ~~director of planning senior planner~~ and/or the

building official may require to ensure compliance with this code and/or other ordinances of the city. The application shall be made to the ~~director of planning senior planner~~.

(xiii) Enforcement of Chapter.

....

(A) The zoning administrator and/or the ~~director of planning senior planner~~ is hereby authorized and directed to enforce all of the provisions of this chapter. Upon presentation of proper credentials, the zoning administrator or the administrator's duly authorized representative may enter, at reasonable times, any building, structure, or premises in the city to perform any duty imposed upon them by this chapter.

....

(xiv) Appeals. Any person, firm, or corporation aggrieved by any decision made hereunder by the historic preservation commission or the ~~director of planning senior planner~~ or the zoning administrator, may, within 30 days of the action or decision giving rise to such complaint, appeal the same in writing to the council for the city of Staunton. Such complaint shall be heard by said council within 30 days of receipt by the clerk of council. A copy of the written appeal shall also be mailed or delivered to the ~~director of planning senior planner~~ at the same time the appeal is made to city council.

Chapter 18.175 LANDSCAPING AND SCREENING

18.175.040 Procedure and administration.

(1) The plans required to be submitted hereunder shall be submitted by the owner and the developer of the particular property involved to the ~~director of planning senior planner~~ for the city. Said ~~director senior planner~~ shall be responsible for the receipt and processing of such applications and shall have the authority to approve or disapprove such plans. Said ~~director senior planner~~ is hereby designated as the agent of the city for such purposes. If the ~~director senior planner~~ disapproved the plan, the ~~director senior planner~~ shall promptly notify the applicant and set forth the reasons why the plan was disapproved and, if necessary, suggestions as to corrections.

Chapter 18.195 ORGANIZATION

18.195.010 Administrative officer.

The provisions of this title shall be administered by the ~~director of planning and inspections senior planner~~ or ~~designee designated assistant~~ as zoning administrator who shall:

....

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

This ordinance shall be effective retroactively to and including January 1, 2017.

279 Introduced:
280 Adopted:
281 Effective Date: January 1, 2017
282
283
284

Carolyn W. Dull, Mayor

285
286
287 ATTEST: _____
288 Linda L. Little, CMC
289 Clerk of Council

DRAFT

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	February 23, 2017	Jim Kivlighan, Chairman Electoral Board Molly Goldsmith Registrar
Item #	B	
Ordinance #		
Department:	Registrar	
Subject:	Public Hearing and Consideration of an Ordinance to Change the Polling Place for Ward No. 1	

Background: The Staunton Electoral Board has requested that City Council consider an ordinance to change the polling place for Ward No. 1 from Bessie Weller Elementary School to Third Presbyterian Church. This change, according to the minutes of the January 18, 2017 meeting of the Staunton Electoral Board, would facilitate a smoother election process for Ward No. 1 because of the various school activities that occur during poll hours. The proposed location is on Barterbrook Road, only 1.3 miles from the current location, and is believed to have ample parking and to fulfill accessibility requirements.

At Council's regular meeting on February 9, the attached draft ordinance was introduced and scheduled for public hearing and consideration at the February 23 meeting. Also attached is the notice of public hearing published in *The News Leader*.

City Manager's Recommendation: Recommend that City Council conduct the public hearing and adopt the ordinance.

Suggested Motion (to be made after the public hearing is conducted): I move that City Council adopt an ordinance to change the polling place for Ward No. 1 from Bessie Weller Elementary School to Third Presbyterian Church, as presented.

City Manager: Stephen F. Owen

Ordinance No. 2017 -

**AN ORDINANCE AMENDING
SECTION 1.10.080, POLLING PLACE -WARD NO. 1
OF CHAPTER 1.10, WARDS, OF TITLE 1, GENERAL PROVISIONS
OF THE STAUNTON CITY CODE
TO CHANGE THE POLLING PLACE FOR WARD 1**

WHEREAS, the polling place for the area designated as Ward No. 1 is presently located at Bessie Weller Elementary School, 600 Greenville Avenue, in the City of Staunton, as provided by Staunton City Code Section 1.10.080;

WHEREAS, the City of Staunton Electoral Board remains interested in enhancing access to and operation of polling places and continues to consider changes that might be made to further such enhancements;

WHEREAS, by unanimous vote on January 18, 2017, the City of Staunton Electoral Board determined that the polling place for Ward No. 1 should be changed to the Third Presbyterian Church, 1313 Barterbrook Road, in the City of Staunton, approximately 1.3 miles from the current Ward No. 1 polling place at Bessie Weller Elementary School, in order to promote even easier access with fewer distractions from unrelated activities; and

WHEREAS, through the January 24, 2017, letter of its Secretary, the City of Staunton Electoral Board has requested that the Council of the City of Staunton expedite such a change of polling place in time for the upcoming 2017 general election in November, subject to any other required approval(s); and

WHEREAS, given the United States Supreme Court's decision in *Shelby County v. Holder*, 133 S.Ct. 2612 (2013), the United States Department of Justice has recognized that the effect of the Supreme Court's decision is that jurisdictions such as Virginia, identified by the coverage formula in Section 4(b) of the federal Voting Rights Act, no

34 longer need to seek preclearance unless they are covered by a separate court order entered
35 under Section 3(c) of the Voting Rights Act, such as highlighted by the Department of
36 Justice in <https://www.justice.gov/crt/jurisdictions-previously-covered-section-5>; and
37

38 **WHEREAS**, to the knowledge and belief of City officials, the City of Staunton is
39 not covered under any separate court order under Section 3(c) of the Voting Rights Act.
40

41 **NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of
42 Staunton, Virginia, that Section 1.10.080 of the Staunton City Code be, and the same is
43 hereby, amended to read as follows:

44 **1.10.080 Polling place – Ward No. 1.**

45 Third Presbyterian Church, 1313 Barterbrook Road, in the city of Staunton,
46 Virginia, is hereby designated as the polling place for Ward No. 1.
47

48 In all other respects, the provisions of Chapter 1.10 of the Staunton City Code
49 remain the same and are hereby restated, confirmed and reordained.
50

51 Introduced:

52 Adopted:

53 Effective Date:
54

55 _____
56 Carolyn W. Dull, Mayor
57

58 ATTEST: _____
59 Linda L. Little, CMC
60 Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	February 23, 2017	Staff Members: Steve Owen Jeanne Colvin
Item #	C	
Ordinance #		
Department:	City Manager Finance	
Subject:	Capital Investment Plan FY2017—FY2021 Attachment—Final Proposed CIP Plan	

Background: The City is in the process of updating the annual Capital Investment Plan for all City funds and the Education Fund. City and School Board staff updated the plan to remove completed projects, to revise projects, and to include new projects. The draft plan includes a financial history report of revenues and project expenditures for the period FY2004—FY2017. The total CIP Plan is \$169,817,166. The five year plan is \$89,112,841 for all funds.

The plan was presented initially to Council at its work session on January 12, 2017. It was presented again for additional review and discussion at Council's work session on January 26, 2017. At its meeting on February 16, 2017, the Planning Commission conducted a public hearing on the plan. Public comment was received from five speakers, who variously expressed concern about the high school project, including details of the project to be funded, oversight of the project and expenditure of funds, and involvement of the community in the design of the project. Subsequent to the public hearing, the Planning Commission approved the CIP, as presented, on a unanimous vote.

The CIP has been scheduled for a public hearing and final consideration at Council's regular meeting on February 23, 2017. A notice of public hearing was published in *The News Leader* on February 2, and February 9.

The CIP was finally revised prior to the Planning Commission public hearing to reflect the following changes:

School CIP

- The high school project amount was reduced to \$40 million from \$75 million, and the description was revised to remove the construction of the transportation office and school bus storage due to the limited space at the current site.

Sewer Fund

- The sewer line and pump station required to serve the second phase of development for Staunton Crossing, with a project cost of \$1,112,500, was moved to FY2019 from the unscheduled projects. Consistent with the approval by Council at its January 12 meeting of an application for a Business Ready Sites Program Site Characterization Grant, this project needs to be scheduled within the next five years to show commitment to the program.
- The Sewer Fund CIP was revised to include an additional \$50,000 for manhole rehabilitation in FY2018.

Parking Fund

The Johnson Street Parking Garage project cost was updated to \$1,150,000 and removed from the FY2018 General Fund project list and added to the Parking Fund CIP.

A structural assessment of the Johnson Street Parking Garage was completed by engineering firm Wiley & Wilson on January 19. The firm's report details the structural condition of the facility, including concrete structural support beams, concrete decking surfaces, steel staircase, masonry walls and guardrails. As noted in the report, over time, concrete structures face deterioration due to long-term exposure to harsh climate conditions that can result in damage from corrosion of steel reinforcement elements, carbonization of concrete, and the presence of chlorides from deicing salts. Despite the widespread distress in the garage, the firm does recommend repairs to extend its life for 10-20 additional years versus building a new garage.

The initial draft of the updated CIP included \$250,000 for the first phase of the repairs to begin immediately. The total construction costs are estimated at \$728,300, excluding the costs for engineering design, testing, inspection and the preparation of bid documents. Staff recommends designing and bidding the total project now as a single project, in one phase, to save future construction and design costs, and to minimize disruption to the operations of the garage. Due to the significant structural and concrete work, it will be necessary to close the facility to parking patrons during much of the project.

The total project cost, with the additional expense of engineering design, testing, inspection and the preparation of bid documents, is estimated at \$1,150,000. The CIP has been revised to include this project for FY2017-2018 in the Parking Fund.

Englewood Project

The Englewood storm drain project has been moved to FY2019 from FY2018 in the General Fund, Water Fund, Sewer Fund and Stormwater Fund. The project delay arises from issues in the acquisition of necessary rights-of-way and easements. The project also lacks sufficient funding from the Water and General Funds in FY2018 due to other priorities in the FY2018 budget.

Attachment:

Capital Investment Plan

City Manager's Recommendation: Recommend that City Council conduct the public hearing and adopt the Capital Investment Plan, as presented.

Suggested Motion (to be made after the public hearing is conducted): I move that City Council adopt the FY2017-FY2021 Capital Investment Plan, totaling \$169,817,166.

City Manager: Stephen F. Owen



**CITY OF STAUNTON, VIRGINIA
and
STAUNTON CITY SCHOOLS**

**CAPITAL INVESTMENT PLAN
FY 2017 - FY 2021**

STAUNTON PLANNING COMMISSION

CHAIRMAN

APPROVAL DATE

February 16, 2017

Attest:

Linda L. Little
Clerk of Council

CITY COUNCIL

MAYOR

APPROVAL DATE

February 23, 2017

Attest:

Linda L. Little
Clerk of Council

CITY OF STAUNTON, VIRGINIA
STAUNTON CITY SCHOOLS
CAPITAL INVESTMENT PLAN

TOTAL CIP PLAN		FY2017	FY2018	FY2019	FY2020	FY2021	PROJECTS NOT SCHEDULED/NOT FUNDED
GENERAL FUND	\$ 43,051,113	\$ 2,507,038	\$ 13,186,050	\$ 3,601,050	\$ 3,196,050	\$ 1,441,050	\$ 19,119,875
STAUNTON CITY SCHOOLS	\$ 60,484,607	\$ 517,907	\$ 841,700	\$ 43,200,000	\$ 300,000	\$ 525,000	\$ 15,100,000
WATER FUND	\$ 34,900,841	\$ 575,200	\$ 250,000	\$ 11,180,641	\$ 500,000	\$ 300,000	\$ 22,095,000
SEWER FUND	\$ 6,684,158	\$ 50,000	\$ 50,000	\$ 1,789,483	\$ 318,000	\$ 300,000	\$ 4,176,675
STORMWATER FUND	\$ 23,496,447	\$ 99,910	\$ 100,000	\$ 1,833,762	\$ 1,200,000	\$ 50,000	\$ 20,212,775
PARKING FUND	\$ 1,200,000	\$ -	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -
TOTAL CIP PLAN	\$ 169,817,166	\$ 3,750,055	\$ 15,627,750	\$ 61,604,936	\$ 5,514,050	\$ 2,616,050	\$ 80,704,325

5 YEAR PLAN= \$ 89,112,841

CITY OF STAUNTON CAPITAL INVESTMENT PLAN

OVERVIEW

The City of Staunton's Capital Investment Plan (CIP) is a comprehensive multi-year plan that identifies the City's capital and infrastructure needs for all City operations to include the General Fund, Education Fund, and all enterprise funds that include the Water Fund, Sewer Fund, Environmental Fund, Parking Fund, and Stormwater Fund. The plan provides for the planning of the acquisition of new physical assets and/or the replacement/repair of existing capital assets. The CIP provides a plan and funding for the renovation of public buildings, school buildings, street repairs/additions, water and sewer lines, recreational facilities, community development projects that promote the economic growth and vitality of the City, and the construction of major new facilities. The adoption of the Capital Investment Plan by City Council indicates their support and commitment for the projects and commitment towards the anticipated funding required to maintain facilities and provide new facilities for the community.

The adoption of the Capital Investment Plan on an annual basis does not commit the City to a particular project or limit the estimated cost for the project. The CIP provides a basic plan for scheduling projects and the financing for the projects. The CIP identifies projects for future debt financing and helps to manage the City's total debt.

By definition, a capital project is primarily a project to construct/renovate major facilities such as school buildings, office buildings, park facilities, infrastructure needs -water, sewer and other utilities- roads, bridges, major equipment, etc. Capital projects have a useful life to the citizens of at least ten years and are projects that usually require multiple years to complete. These projects, once completed, provide for a quality of life in the City and benefit all citizens in the community.

CAPITAL INVESTMENT PLAN REVENUE SOURCES:

Cash transferred from the General Fund Budget from the Adopted Operating Budget

General Fund Unassigned Balance transfer from any prior year surplus

General Obligation Bonds

State and Federal Grants/Cost Share Agreements

CITY COUNCIL FISCAL POLICIES

Fund Balance/Reserve Policy, Adopted May 26, 2011

Funds in excess of the Safety Net Reserve, the General Contingency amount, and carry forward appropriations unexpended at fiscal year end, shall be given first consideration for appropriation in the City's Capital Improvement Fund. Such appropriation shall be in the form of a budget amendment to the subsequent year's budget.

Any funds in the Education Fund in excess of the annual expenditures for any year ending June 30 shall be given first consideration for appropriation to the Education Fund Capital Improvement Fund. Such appropriation shall be in the form of a budget amendment to the subsequent year's budget or approved through the annual budget adoption procedures.

City Council Policy #5, Adopted October 12, 1989

Any budget savings in debt obligation/lease payments shall be transferred to the Capital Improvement Fund for future capital projects and equipment.

CAPITAL INVESTMENT PLAN BUDGET POLICY

The City will consider all capital improvements in accordance with the Adopted Capital Investment Plan.

The City will develop a five-year plan for capital improvements and review and update the plan annually.

The City will determine the least costly and most flexible financing method for all projects requiring debt financing.

The City will coordinate the development of the capital investment plan budget with the development of the operating budget.

The City will maintain all its assets at a level adequate to protect the City's capital investment in order to minimize future maintenance and replacement costs.

The City will schedule its major equipment acquisitions and/or replacement of major equipment as part of the capital investment plan process.

The City will identify projects and estimated costs and a potential funding source for each project as part of the capital investment plan process.

CAPITAL INVESTMENT PLAN SCHEDULE

October 17, 2016 @ 2:00 pm	CIP Committee meeting, Planning Conference Room.
October - December 31, 2016	Staff review and development of the proposed Capital Investment Plan. All existing projects to be analyzed, estimated costs updated, and new proposed projects prioritized based on City needs or anticipated changes in the City's needs based on population changes, economic changes, infrastructure projects, etc.
December 12, 2016	Discussion of the DRAFT Capital Investment Plan to the School Board -worksession.
January 9, 2017	Consideration of Adoption of the School Capital Investment Plan by the School Board.
January 12, 2017	Presentation and discussion of the DRAFT Capital Investment Plan to City Council.
January 19, 2017	Presentation and introduction of the DRAFT Capital Investment Plan to the City Planning Commission.
January 26, 2017	Discussion and continued review with City Council of any project, funding proposal, priority of any project, changes to the plan.
February 9, 2017	Discussion and continued review with City Council of any project, funding proposal, priority of any project, changes to the plan.
February 16, 2017	Public hearing and consideration and adoption of the final CIP Plan by the Planning Commission.
February 23, 2017	Consideration of Adoption of the Capital Investment Plan by City Council.

CIP COMMITTEE

Jeanne Colvin	Chief Financial Officer
Sharon Angle	Director of Planning
Nickie Mills	City Engineer
Tom Sliwoski	Director of Public Works
Chris Tuttle	Director of Recreation
Jim Williams	Police Chief
Scott Garber	Fire Chief
Kurt Plowman	Chief Technology Officer
Billy Vaughn	Director of Economic Development
Steven Rosenberg	Deputy City Manager
Earl McCray	Schools-Director of Operations
Tom Lundquist	Schools-Supervisor of Technology Services

CITY OF STAUNTON
GENERAL FUND CIP REVENUES - FINANCIAL UPDATE (January 9, 2017)

FY 2004 - FY2017

	BUDGET	REVENUES TO DATE	BALANCE
<u>GENERAL GOVERNMENT REVENUES</u>			
INTEREST INCOME	\$ 5,314	\$ 259,522	\$ (254,208)
MISCELLANEOUS REVENUE	36,668	5,633	31,035
RECOVERED COSTS	551,011	685,501	(134,490)
RECOVERED COSTS- STREET PROJECTS	1,300,000	1,573,858	(273,858)
APPROPRIATION OF PRIOR YEAR FUND BALANCE	2,457,372	-	2,457,372
TRANSFER FROM DEBT SERVICE FUND	3,000,000	3,000,000	-
TRANSFER FROM THE GENERAL FUND	31,256,634	30,665,585	591,049.32
TOTAL GENERAL GOVERNMENT REVENUES	\$ 38,606,999	\$ 36,190,099	\$ 2,416,900
<u>STATE / FEDERAL REVENUES</u>			
COMMONWEALTH OF VIRGINIA-TRANSPORTATION	\$ 2,456,393	\$ 1,835,553	\$ 620,840
COMMONWEALTH OF VIRGINIA-STORMWATER	\$ 200,000	\$ 210,978	\$ (10,978)
COMMONWEALTH OF VIRGINIA-MISCELLANEOUS	\$ 559,167	\$ 559,167	\$ -
FEDERAL - SAFE ROUTES TO SCHOOL GRANTS	\$ 529,414	\$ 473,349	\$ 56,065
FEDERAL GOV'T -TRANSPORTATION	2,169,429	185,967	1,983,462
	\$ 5,914,403	\$ 3,265,014	\$ 2,649,389
TOTAL CIP FUND REVENUES	\$ 44,521,402	\$ 39,455,113	\$ 5,066,289
<u>TRANSFERS FROM THE GENERAL FUND</u>			
FISCAL YEAR 2003	\$ 479,317.23		
FISCAL YEAR 2004	545,746.59		
FISCAL YEAR 2005	1,387,430.50		
FISCAL YEAR 2006	2,935,405.00		
FISCAL YEAR 2007	3,047,527.00		
FISCAL YEAR 2008	841,518.00		
FISCAL YEAR 2009	3,033,591.00		
FISCAL YEAR 2010	2,736,358.00		
FISCAL YEAR 2011	3,513,820.00		
FISCAL YEAR 2012	2,210,000.00		
FISCAL YEAR 2013	2,452,004.00		
FISCAL YEAR 2014	3,052,170.00		
FISCAL YEAR 2015	2,557,305.00		
FISCAL YEAR 2016	1,873,392.00		
FISCAL YEAR 2017	591,050.00		
TOTAL TRANSFERS FROM THE GENERAL FUND	\$ 31,256,634.32		

CITY OF STAUNTON
GENERAL FUND CIP PROJECTS - FINANCIAL UPDATE (January 9, 2017)
FY 2004 - FY2017

	BUDGET	EXPENDITURES	BALANCE
GENERAL GOVERNMENT ADMINISTRATION			
FINANCIAL SOFTWARE	\$ 1,332,482	\$ 1,229,729	\$ 102,753
INFORMATION TECHNOLOGY EQUIPMENT	265,210	252,877	12,333
FIBER LOOP PROJECT	1,188,591	1,188,591	-
	\$ 2,786,283	\$ 2,671,197	\$ 115,086
PUBLIC SAFETY EQUIPMENT/PROJECTS			
E911 TELEPHONE EQUIPMENT	\$ 102,166	\$ 102,166	\$ -
E911 CALL HANDLING EQUIPMENT	102,273	45,915	56,358
E911 RECORDING EQUIPMENT	150,000	67,538	82,462
FIRE STATION -GRUBERT AVENUE	857,778	857,778	-
FIRE TRUCK RESERVE	1,054,383	886,972	167,411
RADIO NARROWBAND PROJECT	550,000	438,947	111,053
REGIONAL JAIL RESERVE	5,376,286	5,057,286	319,000
REGIONAL ANIMAL SHELTER	125,000	-	125,000
	\$ 8,317,886	\$ 7,456,602	\$ 861,284
ENGINEERING PROJECTS			
ENGINEERING AERIAL PHOTOGRAPHY	\$ 141,440	\$ 141,440	\$ -
GIS SYSTEM	16,468	16,466	2
	\$ 157,908	\$ 157,906	\$ 2
STREET PROJECTS			
STREET IMPROVEMENT PROJECTS	\$ 1,419,560	\$ 1,203,093	\$ 216,467
URBAN STREET CONSTRUCTION 2% MATCH RESERVE ACCOUNT	357,185	1,057	356,128
URBAN STREET CONSTR 2% MATCH-CHURCHVILLE AVE	479,293	464,338	14,955
KALORAMA ST PROJECT	109,194	109,194	-
BOWLING STREET BRIDGE	335,592	335,592	-
HAILE STREET BRIDGE	322,955	322,955	-
MONTGOMERY AVENUE ROAD EXTENSION PROJECT	840,135	813,729	26,406
SEARS HILL BRIDGE COMMUNITY FOUNDATION ACCOUNT	170,875	170,875	-
SAFE ROUTES TO SCHOOL - SHELBURNE/ WARE SCHOOL	100,361	100,361	-
SAFE ROUTES TO SCHOOL- MCSWAIN SCHOOL	409,505	353,440	56,065
STATLER /RICHMOND RD -VDOT PROJECT GRANT-CITY MATCH	50,000	-	50,000
RICHMOND RD /GREENVILLE-VDOT PROJECT GRANT-CITY MATCH	35,000	-	35,000
CENTRAL AVENUE STREETScape-FEDERAL PROJECT	1,633,349	144,654	1,488,695
CENTRAL AVENUE STREETScape-CHESAPEAKE BAY GRANT	75,000	-	75,000
NEW SIDEWALKS	400,000	-	400,000
STATE ROUTE 1426 VDOT REVENUE SHARING PROJECT	2,110,000	1,823,993	286,007
BESSIE WELLER SAFE ROUTE TO SCHOOL GRANT	176,192	1,192	175,000
RICHMOND RD/COCHRAN PARKWAY	2,300,000	-	2,300,000
BRICK SIDEWALK PROJECTS	200,000	85,162	114,838
VDOT PRIMARY EXTENSION PAVING	420,778	400,606	20,172

CITY OF STAUNTON
GENERAL FUND CIP PROJECTS - FINANCIAL UPDATE (January 9, 2017)
FY 2004 - FY2017

	BUDGET	EXPENDITURES	BALANCE
MARTIN LUTHER KING JR MEMORIAL SIGN	41,450	40,940	510
PUBLIC WORKS EQUIPMENT RESERVE	100,000	-	100,000
	\$ 12,086,424	\$ 6,371,181	\$ 5,715,243
EDUCATION			
BLUE RIDGE COMMUNITY COLLEGE	\$ 386,548	\$ 386,544	\$ 4
LEE HIGH SCHOOL PROJECT	1,300,000	-	1,300,000
	\$ 1,686,548	\$ 386,544	\$ 1,300,004
BUILDING MAINTENANCE PROJECTS			
CITY HALL ROOF REPLACEMENT	\$ 85,306	\$ 85,306	\$ -
ART CENTER WALL REPAIR	196,481	196,481	-
CITY HALL FLOOR REPAIR	36,140	36,140	-
ENERGY SAVINGS PROJECT	1,480,181	1,480,181	-
MHP MOLD REMEDIATION	69,200	69,200	-
BUILDING MECHANICAL SYSTEMS	241,981	242,361	(380)
HEALTH DEPARTMENT BUILDING RENOVATIONS	169,841	169,840	1
BOOKER T BUILDING	266,818	262,603	4,215
LIBRARY FACILITY STUDY	40,000	40,000	-
FIRE STATION ROOF REPLACEMENT	845,000	164,575	680,425
PUBLIC SAFETY BUILDING/SCHOOL STORAGE BUILDING	40,000	39,900	100
COCHRAN JUDICIAL CENTER	300,000	256,682	43,318
PUBLIC WORKS BUILDING MAINTENANCE RESERVE	100,000	50,500	49,500
	\$ 3,870,948	\$ 3,093,769	\$ 777,179
PARKS, RECREATION, CULTURAL			
FOOTBALL STADIUM IMPROVEMENTS	\$ 60,578	\$ 60,578	\$ -
MHP SOCCER FIELDS	166,272	165,878	394
SKATEBOARD PARK	84,275	84,275	-
BOOKER T PLAYGROUND EQUIPMENT	20,209	20,209	-
GHP PLAYGROUND EQUIPMENT	93,402	93,402	-
MHP POOL BATHHOUSE REPAIRS	37,763	37,763	-
GHP QUARTERBACK CLUB RESTROOMS	70,000	70,000	-
MHP PLAYGROUND EQUIPMENT	90,000	90,000	-
GOLF COURSE IRRIGATION PROJECT	635,491	635,491	-
MONTGOMERY HALL PARK FIELD IMPROVEMENT	15,000	15,000	-
LANDSCAPE PLAN	153,069	153,069	-
GYPSY HILL PARK BANDSTAND REPAIRS	30,000	26,971	3,029
FIELDHOUSE PROJECT-FOOTBALL STADIUM	32,606	32,606	-
GHP POOL RENOVATIONS	500,000	492,565	7,435
LAKE TAMS PROJECT	450,000	382,637	67,363
LAKE TAMS PROJECT - SLAF	200,000	210,978	(10,978)
GHP DUCK POND	105,945	76,106	29,839

CITY OF STAUNTON
GENERAL FUND CIP PROJECTS - FINANCIAL UPDATE (January 9, 2017)
FY 2004 - FY2017

	BUDGET	EXPENDITURES	BALANCE
MHP BATHROOM/ POOL	275,000	254,428	20,572
MOXIE STADIUM LIGHTING	52,055	52,055	-
STATLER BROTHERS TRIBUTE	29,030	29,030	-
GHP FENCE	72,000	71,115	885
BETSY BELL PICNIC SHELTER	75,000	-	75,000
	\$ 3,247,695	\$ 3,054,156	\$ 193,539
LIBRARY			
LIBRARY AUTOMATION SYSTEM	\$ 204,201	\$ 204,201	\$ -
COMMUNITY DEVELOPMENT PROJECTS			
RR SMITH CENTER PROJECT	\$ 609,167	609,167	\$ -
PERFORMING ARTS CENTER	100,000	100,000	-
WOODROW WILSON PRESIDENTIAL LIBRARY	100,000	100,000	-
SHENANARTS	8,333	8,333	-
COUNTY COURTS PROJECT	127,453	105,337	22,116
CORRIDOR OVERLAY INCENTIVES	25,000	1,652	23,348
ECONOMIC DEVELOPMENT RESERVE	1,243,811	1,243,811	-
WESTERN STATE HOSPITAL DEVELOPMENT	595,434	595,434	-
STAUNTON CROSSING DEVELOPMENT	1,025,000	800,689	224,311
ENTERPRISE ZONE PROGRAM	55,000	21,823	33,177
ENTERPRISE ZONE PROGRAM- CADENCE	175,000	141,011	33,989
ENTERPRISE ZONE PROGRAM- CARDED GRAPHICS	130,521	100,000	30,521
FRONTIER CULTURE GRANT PROJECT	100,000	88,051	11,949
	\$ 4,294,719	\$ 3,915,308	\$ 379,411
TRANSFERS TO OTHER FUNDS			
TRANSFER TO THE GENERAL FUND -HOTEL DEBT	\$ 600,000	\$ 600,000	\$ -
TRANSFER TO THE TROLLEY FUND -TROLLEY PURCHASE	25,000	25,000	-
TRANSFER TO DEBT SERVICE SINKING FUND	6,006,943	6,006,943	-
TRANSFER TO SCHOOL CIP FUND	275,000	275,000	-
	\$ 6,906,943	\$ 6,906,943	\$ -
CIP PROJECTS RESERVE -UNDESIGNATED PROJECTS	\$ 961,846	-	\$ 961,846
TOTAL GENERAL FUND CIP EXPENDITURES	\$ 44,521,402	\$ 34,217,807	\$ 10,303,594

**CITY OF STAUNTON
CAPITAL INVESTMENT PROGRAM
GENERAL FUND
FY2013 - 2014**

DEPARTMENT		PROJECT DESCRIPTION		COST
PUBLIC SAFETY				
FIRE DEPARTMENT	*	Fire Truck Replacement Reserve	\$	150,000
REGIONAL JAIL	*	Regional Jail Reserve	\$	750,000
ANIMAL SHELTER	*	Expansion of the regional animal shelter	\$	100,000
PUBLIC WORKS				
URBAN STREET PROGRAM	*	VDOT Urban Street Construction Projects -City Match Funds	\$	75,000
STREETS	*	Street Paving / Improvement Projects	\$	150,000
STREETS - Approved October 30, 2012	*	VDOT Revenue Sharing Project - State Route 1426 (Western State) - Phase I = \$2,110,000 (\$955,000 VDOT Funds - \$1,155,000 City Funds)	\$	2,110,000
NEW SIDEWALKS	*	Annual funding source for new sidewalk projects and match funds for VDOT grant programs for sidewalks	\$	100,000
BUILDING MAINTENANCE-FIRE DEPT ROOF	*	Fire Department Station 1 - Roof Replacement- Construction to replace the existing roof structure- Need additional \$250,000 for a total \$550,000 (\$300,000 budgeted in FY2013)	\$	250,000
RECREATION				
GYPSY HILL PARK POOL	*	Structural repairs to pool facility including filter replacement and basin refinishing. Provide pool slides, tube slides, and create a splash park for younger children, with water buckets, spray nozzles, water features, to the existing pool area.	\$	500,000
EDUCATION				
BLUE RIDGE COMMUNITY COLLEGE	*	Annual Share of BRCC Capital Building Fund	\$	27,170
CITY SCHOOLS	*	Transfer to City Schools CIP Fund for Building Maintenance Repairs	\$	125,000
CITY SCHOOLS -LEE HIGH SCHOOL	*	Transfer to City Schools CIP Fund for architectural space and evaluation study of Lee High School	\$	50,000
COMMUNITY DEVELOPMENT				
CENTRAL AVENUE PROJECT	*	TOWN CENTER PROJECT -PHASE I - Central Avenue Streetscape - Install brick sidewalks, ornamental lighting, crosswalks, and underground utilities in this area as the next phase of streetscape improvements. A Federal Grant of \$1,022,826 has been awarded to the City for this project. Additional City funds of \$190,004	\$	1,212,830
TOTAL FY2014 PLAN			\$	5,600,000
FY2013-2014 CIP PROJECTS APPROVED JANUARY 23, 2014				
General Fund Transfer - FY2014 BUDGET Annual Budget			\$	1,427,170
General Fund Transfer - FY2013 Budget Amendment No. 3			\$	1,040,004
Federal Grant -TOWN CENTER PROJECT			\$	1,022,826
VDOT Revenue Sharing - State Route 1426 Phase I			\$	955,000
CIP Fund Undesignated Balance- State Route 1426 Phase I			\$	1,155,000
TOTAL CIP FUNDING SOURCES			\$	5,600,000

**CITY OF STAUNTON
CAPITAL INVESTMENT PROGRAM
GENERAL FUND
FY2014 - 2015**

DEPARTMENT		PROJECT DESCRIPTION		COST
PUBLIC SAFETY				
FIRE DEPARTMENT	*	Fire Truck Replacement Reserve	\$	150,000
FIRE DEPARTMENT	*	Fire Station 1 Roof - Additional funds to reinforce the outside walls for the new roof system and HVAC system	\$	250,000
REGIONAL JAIL	*	Regional Jail Reserve	\$	300,000
PUBLIC WORKS				
URBAN STREET PROGRAM	*	VDOT Urban Street Construction Projects - City Match Funds	\$	100,000
STREETS	*	Street Paving / Improvement Projects	\$	150,000
BRICK SIDEWALKS	*	Annual funding source for sidewalk replacement projects to replace concrete sidewalks with brick	\$	100,000
NEW SIDEWALKS	*	Annual funding source for new sidewalk projects and match funds for VDOT grant programs for sidewalks	\$	100,000
STREETS- Approved October 24, 2013	*	VDOT Revenue Sharing Project - Richmond Rd (U.S. 250)/Frontier Drive/Frontier Museum Property Road Development Project (Cochran Parkway and Connector Streets)- VDOT Revenue Sharing \$1,000,000 - Private Developer Share \$1,300,000	\$	2,300,000
RECREATION				
LAKE TAMS	*	Dredge and build retaining walls and construct handicap fishing pier	\$	450,000
GYPSY HILL PARK DUCK POND	*	Drain and clean the duck pond to remove silt. Install rip rap rock in creek to allow increased flow of water and prevent erosion	\$	230,000
EDUCATION				
BLUE RIDGE COMMUNITY COLLEGE	*	Annual Share of BRCC Capital Building Fund	\$	24,647
STAUNTON CITY SCHOOLS (SCS)	*	Transfer to SCS CIP Fund for Building Maintenance Repairs	\$	150,000
STAUNTON CITY SCHOOLS	*	Transfer to SCS CIP Fund for telephone/communication upgrade and equipment for classrooms and buildings	\$	250,000
STAUNTON CITY SCHOOLS	*	Transfer to SCS CIP Fund for Building Security Equipment	\$	400,000
CITY SCHOOLS-LEE HIGH SCHOOL	*	Architectural design for Lee High School Project /Debt Service Reserve	\$	400,000
TOTAL FY2015 CIP PLAN			\$	5,354,647
FY2014-2015 CIP PROJECTS APPROVED JANUARY 23, 2014			General Fund Transfer - FY2015 Budget	\$ 824,647
			FY2014 Budget Amendment from FY2013 Fund Balance	\$ 2,230,000
			VDOT Revenue Sharing Grant (\$1,000,000; Private Developer \$1,300,000)	\$ 2,300,000
			TOTAL	\$ 5,354,647

CIP PLAN FY2017 -FY2021 APPROVED FEBRUARY 23, 2017

**CITY OF STAUNTON
CAPITAL INVESTMENT PROGRAM
GENERAL FUND
FY2016- 2017**

CITY COUNCIL APPROVED CIP PLAN - JANUARY 28, 2016

DEPARTMENT	PROPOSED FUNDING SOURCE	PROJECT DESCRIPTION	COST
PUBLIC SAFETY			
FIRE DEPARTMENT	* GF 2017	Fire Truck Replacement Reserve	\$ 150,000
REGIONAL JAIL	* GF 2017	Regional Jail Reserve - CUT IN FY2017 BUDGET	\$ -
E911 COMMUNICATIONS CENTER	* BA 2016	E911 Upgrade for call handling equipment and a security/ badge system for all City buildings	\$ 150,000
PUBLIC WORKS			
VDOT STREET CONSTRUCTION PROJECTS	* GF 2017	VDOT Street Construction Projects -City Match Funds	\$ 50,000
STREETS	* GF 2017	Street Paving / Improvement Projects	\$ 150,000
TRAFFIC SIGNALS-CENTRAL BUSINESS DISTRICT	* GF 2017 STREET MNTCE FUNDS	Engineering study to evaluate existing traffic counts and patterns on Lewis, New, Central, Frederick, Beverley and Johnson corridors. Recommend re-timing, re-phasing and coordination of all signals in the downtown business district.	\$ 70,000
TRAFFIC SIGNALS-CHURCHVILLE/DONAGHE/SPRINGHILL	* GF 2017 STREET MNTCE FUNDS	Connect and coordinate signals at Churchville/Donaghe and Churchville/Springhill with signals on Churchville at Lewis, at Central, and at North Augusta. Costs to include materials for 3 radios and 2 signal cabinets.	\$ 50,000
BRICK SIDEWALKS	* GF 2017	Annual funding source for sidewalk replacement projects to replace concrete sidewalks with brick - \$100,000 moved to Central Avenue Project for FY2017	\$ -
NEW SIDEWALKS	* GF 2017	Annual funding source for new sidewalk projects and match funds for VDOT grant programs for sidewalks	\$ 100,000
PUBLIC WORKS EQUIPMENT FUND	* BA 2016	Annual funding source for acquisition of major equipment for General Fund /Streets > \$100,000	\$ 100,000
PUBLIC WORKS BUILDING FUND	* BA 2016	Annual funding source for major repairs to City buildings to include replacement of HVAC systems, roof, structural repairs, etc.	\$ 100,000
CENTRAL AVENUE PROJECT	* GF 2017	Central Avenue Streetscape - Install brick sidewalks, ornamental lighting, crosswalks, and underground utilities in this area as the next phase of streetscape improvements. A Federal Grant of \$1,022,826 has been awarded to the City for this project. Additional City funds of \$190,004, plus an additional \$100,000 added FY2016-2017. TOTAL = \$1,312,830. PROJECT UPDATE: OCTOBER 27, 2016 - COST ESTIMATE = \$1,686,347.	\$ 100,000
VDOT SAFE ROUTE TO SCHOOL GRANT - BESSIE WELLER ELEM SCHOOL	* BA 2016	Phase 1. Bessie Weller Elementary School - Safe Routes to Schools Infrastructure Grant Match. Project to include sidewalk and paved pathway improvements, safety signage, crosswalks, and lighting upgrades for the three main routes to the school. UPDATE OCTOBER 2016: VDOT Grant = \$283,646 and City funds = \$100,000. Additional Funds Needed = \$32,342. Total City Match = \$100,000	\$ 315,988
BESSIE WELLER SCHOOL	* BA 2016	Engineering study for infrastructure improvements to improve traffic flow for safety of students and staff- PHASE 2 PROJECT	\$ 75,000
RECREATION			
GYPSY HILL PARK FENCE	* CIP BALANCE	Install black wrought iron fence to replace existing hurricane fence along the perimeter of the Park from the entrance around the corner toward Selma Boulevard to intersection at Springhill Road. Use project savings from the Duck Pond CIP project completed October 2015. Project to be completed by June 30, 2016.	\$ 80,000
BETSY BELL PARK	* BA 2016	Construct a small picnic shelter at the entrance to the hiking trails at Betsy Bell Park.	\$ 75,000
ECONOMIC DEVELOPMENT			
STAUNTON CROSSING	* BA 2016	Debt Reserve/ Infrastructure Improvements for Staunton Crossing development site	\$ 250,000
EDUCATION			
BLUE RIDGE COMMUNITY COLLEGE	* GF 2017	Annual Share of BRCC Capital Site Plan	\$ 41,050
EDUCATION-STAUNTON CITY SCHOOLS			
BUILDING MAINTENANCE REPAIRS	* GF 2017	Transfer to SCS CIP Fund for Building Maintenance Repairs-Roofs, HVAC, Security, etc.	\$ 150,000
LEE HIGH SCHOOL	* BA 2016	Architectural design for Lee High School Project/ Debt Service Reserve/ Site Acquisition Cost	\$ 500,000
TOTAL FY2017 CIP PLAN			\$ 2,507,038

	GF BUDGET	General Fund Budget Transfer - FY2017 Budget	\$ 591,050
	GF BUDGET	General Fund Transfer - FY2017 Budget to School CIP Fund	\$ 150,000
	STREET MNTCE FUNDS	Street Maintenance Funds	\$ 120,000
	CIP BALANCE	Project savings from Duck Pond CIP Project	\$ 80,000
	VDOT GRANT	VDOT Safe Route to School Grant- Bessie Weller School Project - FY2017 Budget Amendment No. 1	\$ 283,646
	BA 2016	FY2016 Budget Amendment from FY2015 End of Year Balance-Transfer to CIP Fund	\$ 1,282,342
TOTAL			\$ 2,507,038

**CITY OF STAUNTON
CAPITAL INVESTMENT PROGRAM
GENERAL FUND
FY2017- 2018**

DEPARTMENT		PROPOSED FUNDING SOURCE	PROJECT DESCRIPTION	COST
PUBLIC SAFETY				
FIRE DEPARTMENT	* *	GF 2018 & CIP FUNDS	Fire Truck Replacement Reserve - \$150,000 GF Budget, and \$50,000 CIP Funds (Radio Project Balance 39044210-58479)	\$ 200,000
FIRE DEPARTMENT	*	CIP FUNDS	Phase I. Architectural study services for the renovation / expansion of Station 1- use Fire Station Roof Project funds already appropriated -CIP account (39044210-58479)	\$ 20,000
PUBLIC WORKS				
<u>PUBLIC WORKS - STREET PROJECTS</u>				
URBAN STREET PROGRAM	*	GF 2018	VDOT Street Construction Projects -City Match Funds	\$ 50,000
STREETS	*	GF 2018	City ineligible streets and/or City parking lots- improvements/slurry seal/re-paving	\$ 150,000
BRICK SIDEWALKS	*	GF 2018	Annual funding source for sidewalk replacement projects to replace concrete sidewalks with brick	\$ 100,000
NEW SIDEWALKS	*	GF 2018	Annual funding source for new sidewalk projects and match funds for VDOT grant programs for sidewalks	\$ 100,000
STREETS- COALTER/ BEVERLEY ST ADA COMPLIANT SIGNALS	*	GF 2018 STREET MNTCE FUNDS	Install ADA compliant crossing signals at the intersections of Coalter/Beverley Street	\$ 200,000
STREETS- STATLER/COALTER ADA COMPLIANT SIGNALS/ CROSSWALK	*	GF 2018 STREET MNTCE FUNDS	Upgrade existing traffic signal at Statler / Coalter Streets to add handicap crosswalks and pedestrian signals	\$ 60,000
PUBLIC WORKS EQUIPMENT FUND	*	BA 2017	Annual funding source for acquisition of major equipment for General Fund /Streets > \$100,000	\$ 100,000
CENTRAL AVENUE PROJECT	*	VDOT- TAP GRANT	Central Avenue Streetscape - Install brick sidewalks, ornamental lighting, crosswalks, and underground utilities in this area as the next phase of streetscape improvements. A Federal Grant of \$1,022,826 has been awarded to the City for this project. Additional City funds of \$190,004, plus an additional \$100,000 added FY2016-2017. TOTAL = \$1,312,830. PROJECT UPDATE: OCTOBER 27, 2016 -COST ESTIMATE = \$1,712,830- Proposed VDOT TAP Grant for the balance of funding-\$400,000	\$ 400,000
STAUNTON CROSSING ROAD EXTENSION	*	VDOT- SYIP AND SMARTSCALE GRANT PROJECT	Extend Crossing Way through the Staunton Crossing development site and connect to Valley Center Drive. Project elements include 3,960 LF of street with a roundabout, a 100 space Park and Ride Facility and Transit Stop, electric car charging station, bus shelter, and a shared use path. Funding from \$1.9 million excess Staunton Six Year Improvement Plan (SYIP) funds and a Proposed \$6,865,000 VDOT Smartscale Grant	\$ 8,765,000
RT 262/ COMMERCE ROAD INTERSECTION IMPROVEMENTS	*	CIP FUNDS	Improve left turn lane by removing median barrier to eliminate truck traffic stacking at intersection -CIP account (39044130-58456)	\$ 50,000

**CITY OF STAUNTON
CAPITAL INVESTMENT PROGRAM
GENERAL FUND
FY2017- 2018**

DEPARTMENT	PROPOSED FUNDING SOURCE	PROJECT DESCRIPTION	COST
<u>PUBLIC WORKS- BUILDINGS</u>			
PUBLIC WORKS BUILDING FUND *	BA 2017	Annual funding source for major repairs to City buildings to include replacement of HVAC systems, roof, structural repairs, etc.	\$ 100,000
<u>ECONOMIC DEVELOPMENT</u>			
STAUNTON CROSSING *	DEVELOPER	Staunton Crossing development- demolition of old WSH buildings. Funding proposed from the sale of land to a developer	\$ 2,000,000
<u>RECREATION</u>			
GREENWAYS PROJECT *	BA 2017	Paved bike and pedestrian paths, landscaping, purchase of properties and easements to implement first phase of the Staunton Greenways Plan	\$ 100,000
<u>EDUCATION</u>			
BLUE RIDGE COMMUNITY COLLEGE *	GF 2018	Annual Share of BRCC Capital Building Fund	\$ 41,050
<u>TRANSFER TO DEBT SERVICE FUND</u>			
LEE HIGH SCHOOL *	BA 2017	Transfer to the Debt Service Fund for the Lee High School project	\$ 750,000
TOTAL FY2018 CIP PLAN			\$ 13,186,050
	GF 2018	General Fund Budget Transfer - FY2018 Budget	\$ 591,050
	PRIVATE DEVELOPER	Sale of land- Staunton Crossing - Developer Contribution	\$ 2,000,000
	VDOT GRANT	Proposed VDOT TAP Grant	\$ 400,000
	VDOT GRANT	Proposed VDOT Excess Project Funds and a Smartscale Grant	\$ 8,765,000
	STREET MNTC FUNDS	FY2018 General Fund Budget- Street Maintenance Funds	\$ 260,000
	CIP FUND	Balance of Appropriated CIP Funds (39044210-58479 / 39033210-58473 / 39044130-58456)	\$ 120,000
	BA 2017	Proposed FY2017 Budget Amendment from FY2016 End of Year Balance- Transfer to CIP Fund	\$ 1,050,000
		TOTAL	\$ 13,186,050

**CITY OF STAUNTON
CAPITAL INVESTMENT PROGRAM
GENERAL FUND
FY2018 - 2019**

DEPARTMENT	PROPOSED FUNDING SOURCE	PROJECT DESCRIPTION	COST
PUBLIC SAFETY			
FIRE DEPARTMENT	* GF 2019	Fire Truck Replacement Reserve	\$ 200,000
REGIONAL JAIL	* GF 2019	Regional Jail Reserve -building expansion	\$ 250,000
PUBLIC WORKS			
<u>PUBLIC WORKS - STREET PROJECTS</u>			
URBAN STREET PROGRAM	* GF 2019	VDOT Street Construction Projects -City Match Funds	\$ 50,000
STREETS	* GF 2019	City ineligible streets and/or City parking lots- improvements/slurry seal/re-paving	\$ 150,000
BRICK SIDEWALKS	* GF 2019	Annual funding source for sidewalk replacement projects to replace concrete sidewalks with brick	\$ 100,000
NEW SIDEWALKS	* GF 2019	Annual funding source for new sidewalk projects and match funds for VDOT grant programs for sidewalks	\$ 100,000
PUBLIC WORKS EQUIPMENT FUND	* GF 2019	Annual funding source for acquisition of major equipment for General Fund /Streets > \$100,000	\$ 100,000
BESSIE WELLER ELEM SCHOOL	* VDOT GRANT / LOCAL MATCH	Phase 2. Bessie Weller Elementary School - Safe Routes to Schools Infrastructure Grant Match. Project to include road and entrance improvements for safety to reduce traffic congestion, traffic separation of school buses and parent transportation vehicles, and expansion of the parking lot for staff, visitors, parent/school events. Proposed VDOT Grant = \$800,000 and City match funds = \$200,000	\$ 1,000,000
ENGLEWOOD DRIVE STREET AND DRAINAGE IMPROVEMENTS	* VDOT PROJECT-REVENUE SHARING	Install storm drain improvements, addition of curb, gutter and sidewalk, and reconstruction of the pavement system. Project includes area from intersection of Churchville Avenue and Englewood Drive to the intersection of Englewood Drive and Shutterlee Mill Road. City Council adopted a Resolution to support the application to VDOT for a 50% Revenue Sharing grant in September 2015. VDOT Revenue Sharing Grant approved June 15, 2016 - \$725,003 -to be used for the storm drain project. Additional VDOT Revenue Sharing Grant Application Proposed to complete this project.	\$ 500,000
<u>PUBLIC WORKS- BUILDINGS</u>			
PUBLIC WORKS BUILDING MAINTENANCE	* GF 2019	Re-locate the Building Maintenance department/shop from the Nelson Street Center to the Public Works building site after the re-location of the Police Department and School storage space is vacated/re-located.	\$ 150,000
PUBLIC WORKS BUILDING FUND	* GF 2019	Annual funding source for major repairs to City buildings to include replacement of HVAC systems, roof, structural repairs, etc.	\$ 100,000
FIRE STATION #1	* BONDS	Renovate/ or re-build Fire Station #1	NO ESTIMATE AVAILABLE AT THIS TIME
RECREATION			
MONTGOMERY HALL PARK	* BA 2018	Construct a new picnic shelter at the 1st tee on the disc golf course.	\$ 85,000
MONTGOMERY HALL PARK	* BA 2018	Pave the parking lot behind Lancaster Field and pave the small parking area near the new playground equipment.	\$ 75,000
GYPSY HILL PARK	* BA 2018	Re-pave Constitution Drive in Gypsy Hill Park. Mill existing surface and repave with a two inch overlay. Approximately 3,300 tons asphalt @ \$83.00/ton, milling surface = \$90,000, repairs = \$36,100.	\$ 400,000
GREENWAYS PROJECT	* BA 2018	Paved bike and pedestrian paths, landscaping, purchase of properties and easements	\$ 100,000
EDUCATION			
BLUE RIDGE COMMUNITY COLLEGE	* GF 2019	Annual Share of BRCC Capital Building Fund	\$ 41,050
TRANSFER TO EDUCATION FUND CIP			
BUILDING MAINTENANCE REPAIRS	* GF 2019	Transfer to Staunton City Schools CIP Fund for Building Maintenance Repairs- roofs, HVAC systems, technology	\$ 200,000
TOTAL FY2019 CIP PLAN			\$ 3,601,050
	GF 2019	General Fund Budget Transfer - FY2019 Budget	\$ 1,291,050
	BA 2018	Proposed FY2018 Budget Amendment from FY2017 Prior Year Fund Balance-Transfer to CIP Fund	\$ 1,010,000
	VDOT GRANT	Proposed VDOT Safe Route to Schools Grant- Bessie Weller Project	\$ 800,000
	VDOT GRANT	Proposed VDOT Revenue Sharing Grant- Englewood Drive Project	\$ 500,000
			\$ 3,601,050

**CITY OF STAUNTON
CAPITAL INVESTMENT PROGRAM
GENERAL FUND
FY2019 - 2020**

DEPARTMENT	PROPOSED FUNDING SOURCE	PROJECT DESCRIPTION	COST
PUBLIC SAFETY			
FIRE DEPARTMENT	* GF 2020	Fire Truck Replacement Reserve	\$ 200,000
REGIONAL JAIL- PHASE I	* BA 2019	Phase I. Expand the Middle River Regional Jail due to increase in inmate population. Expansion to hold 75-125 beds. Estimated cost = \$5,000,000, City share approximately 30% = \$1,500,000	\$ 1,500,000
PUBLIC WORKS			
URBAN STREET PROGRAM	* GF 2020	VDOT Urban Street Construction Projects -City Match Funds	\$ 100,000
STREETS	* GF 2020	City ineligible streets and/or City parking lots- improvements/slurry seal/re-paving	\$ 150,000
BRICK SIDEWALKS	* GF 2020	Annual funding source for sidewalk replacement projects to replace concrete sidewalks with brick	\$ 100,000
NEW SIDEWALKS	* GF 2020	Annual funding source for new sidewalk projects and match funds for VDOT grant programs for sidewalks	\$ 100,000
PUBLIC WORKS EQUIPMENT FUND	* GF 2020	Annual funding source for acquisition of major equipment for General Fund /Streets > \$100,000	\$ 100,000
PUBLIC WORKS BUILDING FUND	* GF 2020	Annual funding source for major repairs to City buildings to include replacement of HVAC systems, roof, structural repairs, etc.	\$ 100,000
BUILDING MAINTENANCE- NELSON STREET CENTER	* BA 2019	Renovate downstairs wing of Nelson Street Center to accommodate more space for Office on Youth programming, give handicapped accessibility to this Office and allow for more community space.	\$ 250,000
RECREATION			
GREENWAYS PROJECT	* GF 2020	Paved bike and pedestrian paths, landscaping, purchase of properties and easements	\$ 100,000
BUILDING MAINTENANCE- GHP PUMPHOUSE	* BA 2019	Restore old pumphouse in GHP. Renovate bathroom and upgrade building to modern building codes.	\$ 225,000
GYPSY HILL PARK	* GF 2020	Rehabilitation of six spring boxes in GHP to include brick and cap for boxes	\$ 30,000
EDUCATION			
BLUE RIDGE COMMUNITY COLLEGE	* GF 2020	Annual Share of BRCC Capital Building Fund	\$ 41,050
EDUCATION-STAUNTON CITY SCHOOLS			
BUILDING MAINTENANCE REPAIRS	* GF 2020	Transfer to City Schools CIP Fund for Building Maintenance Repairs-roofs, HVAC systems, technology	\$ 200,000
TOTAL FY2020 CIP PLAN			\$ 3,196,050
	 GF 2020	General Fund Budget Transfer - FY2020 Budget	\$ 1,221,050
	 BA 2019	Proposed FY2019 Budget Amendment from FY2018 Year Fund Balance-Transfer to CIP Fund	\$ 1,975,000
TOTAL			\$ 3,196,050

**CITY OF STAUNTON
CAPITAL INVESTMENT PROGRAM
GENERAL FUND
FY2020- 2021**

DEPARTMENT	PROPOSED FUNDING SOURCE	PROJECT DESCRIPTION	COST
PUBLIC SAFETY			
FIRE DEPARTMENT	* GF 2021	Fire Truck Replacement Reserve	\$ 200,000
REGIONAL JAIL- PHASE II	* BA 2020	Regional Jail Reserve for Phase II Expansion	\$ 250,000
PUBLIC WORKS			
URBAN STREET PROGRAM	* GF 2021	VDOT Urban Street Construction Projects -City Match Funds	\$ 100,000
STREETS	* GF 2021	City ineligible streets and/or City parking lots- improvements/slurry seal/re-paving	\$ 150,000
BRICK SIDEWALKS	* GF 2021	Annual funding source for sidewalk replacement projects to replace concrete sidewalks with brick	\$ 100,000
NEW SIDEWALKS	* GF 2021	Annual funding source for new sidewalk projects and match funds for VDOT grant programs for sidewalks	\$ 100,000
PUBLIC WORKS EQUIPMENT FUND	* GF 2021	Annual funding source for acquisition of major equipment for General Fund /Streets > \$100,000	\$ 100,000
PUBLIC WORKS BUILDING FUND	* GF 2021	Annual funding source for major repairs to City buildings to include replacement of HVAC systems, roof, structural repairs, etc.	\$ 100,000
RECREATION			
GREENWAYS PROJECT	* BA 2020	Paved bike and pedestrian paths, landscaping, purchase of properties and easements	\$ 100,000
EDUCATION			
BLUE RIDGE COMMUNITY COLLEGE	* GF 2021	Annual Share of BRCC Capital Building Fund	\$ 41,050
EDUCATION-STAUNTON CITY SCHOOLS			
BUILDING MAINTENANCE REPAIRS	* GF 2021	Transfer to City Schools CIP Fund for Building Maintenance Repairs-roofs, HVAC systems, technology	\$ 200,000
TOTAL FY2021 CIP PLAN			\$ 1,441,050
	GF 2021	General Fund Budget Transfer - FY2021 Budget	\$ 1,091,050
	BA 2020	Proposed FY2020 Budget Amendment from FY2019 Year Fund Balance-Transfer to CIP Fund	\$ 350,000
TOTAL			\$ 1,441,050

**CITY OF STAUNTON
CAPITAL INVESTMENT PLAN
GENERAL FUND**

Projects Not Scheduled In The Five-Year Plan

PUBLIC WORKS

STREETS - RICHMOND ROAD /STATLER BOULEVARD INTERSECTION/ TURNING LANE IMPROVEMENTS	Richmond Road/Statler Boulevard - Traffic signal modifications/ upgrades to improve traffic congestion and flow. Intersection approaches capacity at peak hours. VDOT Six Year Improvement Program, 50% funding from VDOT, 50% from the City.	\$ 623,000
STREETS - RT. 250 VDOT SIX YEAR IMPROVEMENT PROGRAM - UNDERPASS ROUNDABOUT	Construct one roundabout at the intersection of Richmond Avenue and Greenville Avenue. Project will replace traffic signals, increase intersection capacity, improve pedestrian access, provide crosswalks, and enhance the proposed trail system.	\$ 500,000
STREETS- RT. 250/RICHMOND ROAD AT VILLAGES DEVELOPMENT - VDOT SIX YEAR IMPROVEMENT PROGRAM	Lane enhancements and 'road diet' project. VDOT grant funds.	\$ 2,245,800
ENGLEWOOD DRIVE STORM DRAIN PHASE IV-B	Installation and improvements for streets, sewer, and storm drain system. Revenue Sharing project - 50%	\$ 1,255,075
SIDEWALK- AUGUSTA STREET- LAMBERT STREET AND BALDWIN DRIVE	New sidewalk construction/ Revenue Sharing Project	\$ 1,026,000
SIDEWALK- MONTGOMERY AVENUE- W. BEVERLEY STREET AND STUART STREET	New sidewalk construction/ Revenue Sharing Project	\$ 290,000
SIDEWALK- DONAGHE STREET- CHURCHVILLE AVENUE AND BAYLOR STREET	New sidewalk construction/ Revenue Sharing Project	\$ 580,000
SIDEWALK- SPRINGHILL ROAD- CHURCHVILLE AVENUE AND DONAGHE STREET	New sidewalk construction/ Revenue Sharing Project	\$ 750,000
SIDEWALK- EDGEWOOD ROAD- NORTH COALTER TO NORTH AUGUSTA	New sidewalk construction/ Revenue Sharing Project	\$ 500,000
CITY HALL	Re-locate the Information Technology Department and Building Inspection/ Planning Department to the basement level of City Hall after Police Department re-locates to a new Police Department building	\$ 350,000
LIBRARY	Library renovations to include interior renovations for program space reallocation, HVAC replacement, modernization of furniture & fixtures, addition of a technology room, and addition of private study room space based on programming and design study completed in December 2014	\$ 8,000,000
POLICE DEPARTMENT	Acquire land to construct a new Police Department building to include operations, the 911 Center, and training facilities.	NO ESTIMATE AVAILABLE AT THIS TIME
MIDDLE RIVER REGIONAL JAIL	Phase II. Expand the Middle River Regional Jail due to increase in inmate population. Expansion expected by FY2022 to hold 200-225 beds. Estimated cost = \$10,000,000, City share approximately 30% = \$3,000,000	\$ 3,000,000
TOTAL		\$ 19,119,875

**STAUNTON CITY SCHOOLS
CAPITAL INVESTMENT PLAN
FY 2017 - FY 2021
SCHOOL CIP FUND 966 (JULY 1, 2016)**

			PROPOSED FUNDING SOURCE		
1.	SCHOOL BUILDINGS SECURITY EQUIPMENT	FY2015	PFA	Install security equipment in school buildings for safety- COMPLETED FY2016	\$ 400,000
2.	SHELBURNE MIDDLE SCHOOL ROOF-PHASE 1			Replace EPDM roof with foam roof over the new gym, cafeteria, hallway by gym, and educational areas- total cost = \$440,024 to be completed in phases:	
	Phase 2	FY2016	PFA	Roof - educational area - sixth grade area- ballast roof replace w/ foam - scheduled to be completed in FY2018	\$ 148,667
	Phase 3	FY2017	PFA	Roof - Hern gym and food service /cafeteria area- ballast roof replace w/ foam - scheduled to be completed in FY2018	\$ 136,158
3.	MCSWAIN SCHOOL	FY2016	PFA	Additional parking is needed for school events	\$ 65,000
4.	SCHOOL TRANSPORTATION RESERVE	FY2016	PFA	Annual contribution to school transportation reserve- COMPLETED	\$ 50,000
5.	SHELBURNE-ROOF RECOAT PROJECTS	FY2016	PFA	Shelburne- A upper, B lower - front section of school- COMPLETED	\$ 36,754
6.	TECHNOLOGY IMPROVEMENTS - PHASE 1	FY2016	PFA	Installation of electrical and computer infrastructure to provide safety to students and staff in the buildings for wireless devices to comply with fire safety code/inspections and to prevent damage to computer devices for Bessie Weller, Lee High, and Dixon- COMPLETED	\$ 150,000
7.	SCHOOL TRANSPORTATION RESERVE	FY2017	PFA	Annual contribution to school bus reserve for bus replacements	\$ 50,000
8.	TECHNOLOGY IMPROVEMENTS - PHASE 2	FY2017	PFA	Installation of electrical and computer infrastructure to provide safety to students and staff in the buildings for wireless devices to comply with fire safety code/inspections and to prevent damage to computer devices for Ware and McSwain elementary schools. Original Budget approved \$150,000, balance of \$93,624 to be used for the E-Rate Grant project in FY2017.	\$ 56,376
9.	LEE HIGH ROOF RECOAT PROJECTS	FY2017	PFA	Lee High -remove ballast rock and replace with foam roof - commons area between cafeteria and locker room, skylights removed, boiler room, art room areas- COMPLETED	\$ 145,349
10.	WIRELESS INFRASTRUCTURE IMPROVEMENTS - ERATE PROGRAM	FY2017	PFA	Replace and upgrade wireless infrastructure at Lee, Dixon, Ware, Bessie Weller, and McSwain schools. Total Project = \$181,500. SCS match = \$36,400. \$145,100 invoiced directly to federal government. Balance of \$93,624 from Technology Improvements Project Phase 2 to complete this project.	\$ 130,024
11.	COMMUNICATION SYSTEM FOR OUTSIDE SECURITY	FY2018	FY2017 BA2- \$50,000	Installation of communication/intercom system/equipment to provide outside communication to students and staff for safety and security of the building for Bessie Weller, Shelburne, Dixon, and Lee school buildings. Funding includes \$50,000 from Education Fund, and a proposed School Security Grant = \$100,000	\$ 150,000
12.	DIXON ROOF RECOAT PROJECT	FY2018	FY2017 BA2	Dixon- recoat total roof to extend warranty- back and center sections of the building COMPLETED FY2017- \$42,081. FRONT SECTION TO BE COMPLETED FY2018	\$ 51,700
13.	LEE HIGH ROOF RECOAT PROJECT - LEE	FY2018	FY2017 BA2	Lee High -recoat front section of the roof- front half of building	\$ 70,000
14.	LEE HIGH TRACK REPAIRS	FY2018	FY2017 BA2	Patching and repairing areas of the track due to damage from wear and tear	\$ 20,000
15.	LEE HIGH SCHOOL	FY2018	FY2017 BA2	Furniture and equipment for Lee High School	\$ 200,000
16.	SCHOOL TRANSPORTATION RESERVE	FY2018	FY2017 BA2	Additional contribution to school transportation reserve	\$ 50,000
17.	SCHOOL FURNITURE/EQUIPMENT	FY2018	FY2017 BA2	Annual funding to purchase/replace school furniture/equipment	\$ 50,000

**STAUNTON CITY SCHOOLS
CAPITAL INVESTMENT PLAN
FY2017 - FY2021
SCHOOL CIP FUND 966**

			PROPOSED FUNDING SOURCE		
18.	SCHOOL MAINTENANCE/MECHANICAL EQUIPMENT	FY2018	FY2017 BA2	Annual funding to replace school building mechanical systems/maintenance/ grounds equipment	\$ 100,000
19.	TECHNOLOGY RESERVE	FY2018	FY2017 BA2	Annual funding to replace technology infrastructure/network equipment	\$ 50,000
20.	VEHICLE RESERVE	FY2018	FY2017 BA2	Annual funding to replace maintenance vehicles	\$ 50,000
21.	SCHOOL TRANSPORTATION RESERVE	FY2018	FY2018 BUDGET	Annual contribution to school transportation reserve	\$ 50,000
22.	LEE HIGH AUDITORIUM SCHOOL ROOF REPLACEMENT	FY2019		Replace rock and ballast roof with foam over the auditorium. Move Project to FY2019 from FY2018	\$ 125,000
23.	LEE HIGH SCHOOL	FY2019		Furniture and equipment for Lee High School	\$ 200,000
24.	BESSIE WELLER SCHOOL	FY2019		Additional parking is needed due to increased enrollment- Move Project to FY2019 from FY2017- Project needs to wait on the VDOT SRTS Grant project to be completed. Update costs to \$75,000	\$ 75,000
25.	SCHOOL TRANSPORTATION RESERVE	FY2019	FY2019 BUDGET	Annual contribution to the school transportation reserve	\$ 50,000
26.	LEE HIGH SCHOOL	FY2019	BONDS / DEBT	Renovate/re-build Lee High School to modern standards for instruction space, technology, class size, expand existing gym, add an additional gym, athletic fields	\$ 40,000,000
27.	SCHOOL FURNITURE/EQUIPMENT	FY2019		Annual funding to purchase/replace school furniture/equipment	\$ 50,000
28.	SCHOOL MAINTENANCE/MECHANICAL EQUIPMENT	FY2019		Annual funding to replace school building mechanical systems/ maintenance/ grounds equipment	\$ 100,000
29.	STORAGE BUILDING	FY2019		Purchase land and build a multi-purpose building for surplus equipment/furniture storage, cafeteria food storage for frozen foods and dry food storage, technology workspace and storage, and maintenance shop	\$ 2,500,000
30.	TECHNOLOGY RESERVE	FY2019		Annual funding to replace technology infrastructure/network equipment	\$ 50,000
31.	VEHICLE RESERVE	FY2019		Annual funding to replace maintenance vehicles	\$ 50,000
32.	SCHOOL TRANSPORTATION RESERVE	FY2020	FY2020 BUDGET	Annual contribution to school transportation reserve	\$ 50,000
33.	SCHOOL FURNITURE/EQUIPMENT	FY2020		Annual funding to purchase/replace school furniture/equipment	\$ 50,000
34.	SCHOOL MAINTENANCE/MECHANICAL EQUIPMENT	FY2020		Annual funding to replace school building mechanical systems/ maintenance/ grounds equipment	\$ 100,000
35.	TECHNOLOGY RESERVE	FY2020		Annual funding to replace technology infrastructure/network equipment	\$ 50,000
36.	VEHICLE RESERVE	FY2020		Annual funding to replace maintenance vehicles	\$ 50,000
37.	SCHOOL FURNITURE/EQUIPMENT	FY2021		Annual funding to purchase/replace school furniture/equipment	\$ 50,000
38.	TECHNOLOGY RESERVE	FY2021		Annual funding to replace technology infrastructure/network equipment	\$ 50,000

STAUNTON CITY SCHOOLS
CAPITAL INVESTMENT PLAN
FY2017 - FY2021
SCHOOL CIP FUND 966

		PROPOSED FUNDING SOURCE		
39. VEHICLE RESERVE	FY2021	FY2021 BUDGET	Annual funding to replace maintenance vehicles	\$ 50,000
40. SCHOOL MAINTENANCE/MECHANICAL EQUIPMENT	FY2021		Annual funding to replace school building mechanical systems/ maintenance/ grounds equipment	\$ 100,000
41. SCHOOL TRANSPORTATION RESERVE	FY2021		Annual contribution to school transportation reserve	\$ 50,000
42. SCHOOL FURNITURE/EQUIPMENT	FY2021		Annual funding to purchase/replace school furniture/equipment	\$ 50,000
43. SCHOOL MAINTENANCE/MECHANICAL EQUIPMENT	FY2021		Annual funding to replace school building mechanical systems/ maintenance/ grounds equipment	\$ 100,000
44. A R WARE SCHOOL	FY2021		Additional parking is needed for school events due to increased enrollment. Update costs to \$75,000	\$ 75,000
PROJECTS NOT SCHEDULED OR NOT FUNDED (NS/NF)				
45. DIXON EDUCATIONAL CENTER	NS/NF		Renovate and upgrade Dixon Educational Center to modern standards for technology, class size, gym, etc.	\$ 15,000,000
46. PARKING LOTS/ ROADWAYS	NS/NF		Repave all school parking lots and roadways. Annual funding \$100,000	\$ 100,000
PFA = PROJECT FUNDED AND APPROVED				TOTAL CIP \$ 61,335,028
FY2017 BA2 = FY2017 BUDGET AMENDMENT #2 - SCHEDULED FOR MAY 2017				
				FY2015- COMPLETED \$ 400,000
				FY2016- COMPLETED AND IN PROGRESS \$ 450,421
				<u>FY2017 -FY2021 CIP PLAN</u>
				FY2017 \$ 517,907
				FY2018 \$ 841,700
				FY2019 \$ 43,200,000
				FY2020 \$ 300,000
				FY2021 \$ 525,000
				Unscheduled Projects \$ 15,100,000
TOTAL FY2017 - FY2021 + UNSCHEDULED PROJECTS CIP PLAN				\$ 60,484,607
<u>SOURCE OF FUNDS- FY2017 CIP Projects</u>				
FY2017			Transfer from City General Fund to School CIP Fund	\$ 150,000
FY2017			Transfer from Education Fund for School Bus Reserve	\$ 50,000
FY2017			Proposed School Security Equipment Grant	\$ 100,000
FY2017			FY2016 Budget Amendment No. 2	\$ 453,207
TOTAL FY2017				\$ 753,207
<u>SOURCE OF FUNDS- FY2018 CIP Projects</u>				
FY2018			Transfer from Education Fund for Transportation Reserve	\$ 50,000
FY2018			Proposed School Security Equipment Grant	\$ 100,000
FY2018			FY2017 Budget Amendment No. 2 (Appropriation of FY2016 Unassigned Fund Balance)	\$ 691,700
TOTAL FY2018				\$ 841,700

**CITY OF STAUNTON
CAPITAL INVESTMENT PLAN
STORM WATER FUND**

COMPLETED STORM DRAIN PROJECTS	DATE COMPLETED	PROPOSED FUNDING SOURCE		
2401 N AUGUSTA STREET	FY2011	SW FUND BUDGET	Re-work the entrance to 2401 N Augusta St and replace/modify the DI top in Ravine Street	\$ 15,000
WOODLAND /OAK TERRACE	FY2011	SW FUND BUDGET	Replace existing culverts and drop inlets and add additional drop inlets to provide drainage and stop water pooling	\$ 54,853
THIRD STREET APARTMENTS	FY2011	SW FUND BUDGET	Grade an earth berm to capture runoff and install yard inlet over existing storm drain to prevent runoff into yards	\$ 15,000
810 EAST BEVERLEY STREET	FY2012	SW FUND BUDGET	Install inlet and culvert under E. Beverley St and C&G on North side to existing inlet to capture drainage	\$ 25,000
THORNROSE AVENUE 514	FY2014	SW FUND BUDGET	New storm drain system- completed November 2014	\$ 199,845
PINEHURST ROAD	FY2016	SW FUND BUDGET	Install additional storm drain piping and outlet protection- COMPLETED JUNE 2016	\$ 10,155
VICKERS /STUART / BUTTERMILK BRANCH	FY2017	SW FUND BUDGET	Necessary as a result of the W. Beverley / Anderson / Heydenreich project to improve street drainage in the area and improve an existing makeshift system before discharging into Buttermilk Branch. COMPLETED DECEMBER 2016	\$ 919,980
3 MONTGOMERY AVENUE	FY2017	SW FUND BUDGET	Raise existing sidewalk, re-grade gutter to existing inlet to prevent runoff from entering residence basement and ponding in yard	\$ 15,000
			TOTAL STORM WATER PROJECTS COMPLETED	\$ 1,254,833
<u>FY2017</u>				
TMDL PERMIT MANDATE IMPROVEMENT PROJECT- STAUNTON/AUGUSTA HEALTH DEPARTMENT FILTERRAS	FY2017	SW FUND BUDGET	Annual projects to improve storm water quality by reducing pollutant discharge of sediment, nitrogen, and phosphorus to meet TMDL requirements- total maximum daily load. Project includes installing two filterra units at Staunton/Augusta Health Department parking lot on North Augusta Street	\$ 40,000
MEADOWBROOK	FY2017	SW FUND BUDGET	Install spring boxes and storm drain/inlets along Meadowbrook outlet to existing pond	\$ 59,910
			TOTAL STORM WATER PROJECTS FY2017	\$ 99,910
<u>FY2018</u>				
MISCELLANEOUS STORM DRAIN IMPROVEMENTS	FY2018	SW FUND BUDGET	Storm drain improvements at 501 W Beverley St and Hersey Tire	\$ 50,000
774 NEW HOPE ROAD	FY2018	SW FUND BUDGET	Project includes replacing undersized/failing culvert and improving roadway shoulders on National Avenue near intersection with New Hope Road	\$ 50,000
			TOTAL STORM WATER PROJECTS FY2018	\$ 100,000

**CITY OF STAUNTON
CAPITAL INVESTMENT PLAN
STORM WATER FUND**

		PROPOSED FUNDING SOURCE		
FY2019				
MISCELLANEOUS STORM DRAIN IMPROVEMENTS	FY2019	SW FUND BUDGET	Storm drain improvements at 530 Buttermilk Spring Road, and 674 E. Beverley Street	\$ 50,000
ARMSTRONG AVE- JIFFY MART- GRUBERT	FY2019	SW FUND BUDGET	Project is necessary to eliminate street drainage from discharging into rear yards and washing out gravel parking lot behind Jiffy Mart; project includes installation of new inlets on Armstrong Avenue and new storm piping from Armstrong Avenue down to Grubert Avenue	\$ 150,000
ENGLEWOOD DRIVE	FY2019	SW FUND BUDGET	Project includes large diameter piping from Churchville- Englewood out Englewood and Shutterlee Mill past Crestwood. Plans are complete. Revenue Sharing Grant awarded = \$725,000 to pay for stormwater, \$308,762 from StormWater Fund to pay for balance of project or apply for an additional Revenue Sharing Grant to complete this project	\$ 1,033,762
TAMS-CAROLINE-AUGUSTA	FY2019	SW FUND BUDGET	Improvements to the area include removing water from yards and some minor improvement to street drainage.	\$ 600,000
			TOTAL STORM WATER PROJECTS FY2019	\$ 1,833,762
FY2020				
TMDL PERMIT MANDATE IMPROVEMENT PROJECT- PEYTON CREEK (GYPSY HILL) STREAM RESTORATION	FY2020		Annual projects to improve storm water quality by reducing pollutant discharge of sediment, nitrogen, and phosphorus to meet TMDL requirements- total maximum daily load. Project includes restoring approximately 1,200 LF of Peyton Creek in Gypsy Hill Park including daylighting 300 LF of stream by removing existing culvert	\$ 1,200,000
			TOTAL STORM WATER PROJECTS FY2020	\$ 1,200,000
FY2021				
MISCELLANEOUS STORM DRAIN IMPROVEMENTS	FY2021		526 Robin Street, Albermarle Avenue/Churchville Avenue	\$ 50,000
			TOTAL STORM WATER PROJECTS FY2021	\$ 50,000

CITY OF STAUNTON
CAPITAL INVESTMENT PLAN
STORM WATER FUND

STORM DRAIN PROJECTS NOT SCHEDULED OR FUNDED			
POCAHONTAS-CAMPBELL	FY2022	Higgs Drainage Study identified this project to mitigate runoff into buildings and yards of 10-15 properties/yards	\$ 800,000
HILLCREST STORM SEWER	NS/NF	Improve the storm drainage system in the area of Craig Drive, Audubon and Thomas Street as well as overland drainage in yard areas.	\$ 1,610,611
BAYLOR / GLEN / HENDREN	NS/NF	Construction of a storm drainage system from the Woodlee Terrace Apartments, down Baylor Street to tie into the existing Springhill Road System	\$ 1,783,963
202 YARDLEY SQUARE	NS/NF	Build up one side of the ditch along Augusta Street and extend it towards Baldwin Place Road to prevent runoff into yards at Yardley and Smithleigh	\$ 15,000
906 GREENVILLE AVENUE / KLINE'S ICE CREAM	NS/NF	Install drainage system to collect runoff at Grandon and Commodore and pipe to Greenville Avenue to prevent runoff and flooding	\$ 85,000
TAMS /WESTMORELAND	NS/NF	Install drainage system to collect runoff to prevent runoff flowing into residential yards	\$ 120,109
STOCKER / BELMORE /CHURCHVILLE	NS/NF	Replace existing undersized drains and put above ground drainage below ground	\$ 370,640
UPPER COLLEGE PARK	NS/NF	Project will incorporate a number of smaller drainage problems and remove water from properties that are routinely wet	\$ 2,190,664
EDGEWOOD / PARKWOOD	NS/NF	Storm drain to mitigate runoff into 10 properties' yards. Project is necessary before Tams/Westmoreland project can be built	\$ 350,000
CHESAPEAKE /ARMENTROUT / WEST BEVERLEY	NS/NF	Improve overland drainage in the area and eliminate a very bad ditch system along Birch Street	\$ 414,937
LIVIA PROPERTIES #2	NS/NF	Replace and reroute storm drain from its present location under the Livia Properties building to the northern side of the building	\$ 360,000
NEW STREET at the BEVERLEY	NS/NF	Flooding in the Beverley Building basement: Owner to install backflow preventer in floor drains and City to re-line storm drain and inlets	\$ 40,000
LEWIS STREET - BEARS AND BLANKETS	NS/NF	Install concrete retaining wall as a levee to prevent flood water from Peyton Creek from entering building	\$ 88,452
RED OAKS /FRONTIER	NS/NF	Install drainage system to prevent runoff into Frontier Museum and parking lot of Dice's Inn	\$ 112,255
MARKET / NEW / AUGUSTA	NS/NF	Install drainage system to collect runoff on Market Street	\$ 115,745
ORCHARD LANE 1808	NS/NF	Install inlet at LP of North Drive, 2 inlets in Orchard Lane and install connecting storm drains to existing MH to the east	\$ 75,000
SHEETS /BLAIR	NS/NF	Re-direct runoff into wooded area to prevent pooling of water in street	\$ 34,310
DRISCOLL	NS/NF	Collect and pipe runoff down Driscoll to Greenville Avenue	\$ 192,432

CITY OF STAUNTON
CAPITAL INVESTMENT PLAN
STORM WATER FUND

ENGLEWOOD DRIVE STORM DRAIN- PHASE II (formerly- CHURCHVILLE AVE PHASE IV-B)	NS/NF	Second phase of storm drain construction	\$	1,207,954
LIVIA PROPERTIES #1	NS/NF	Install drainage system to collect runoff from Pierce Street to prevent washout of aggregate drive/parking area	\$	66,000
OAK RIDGE / COMMERCE	NS/NF	Install drainage system to collect runoff on Oak Ridge Circle and pipe runoff through 4 lots across Meadowbrook through 2 more lots and on to Commerce Road	\$	150,506
VALLEY VIEW /COLLEGE CIRCLE	NS/NF	Install drainage system to release water runoff into College Park Storm Sewer	\$	143,497
NORTH AUGUSTA ST 1603	NS/NF NS/NF	Extend the storm sewer to an adequately sized storm drain near the intersection of Woodrow and Dogwood	\$	118,950
403 MARSHALL ROAD	NS/NF	Construct earth berm to prevent runoff from Crosscrest Section 2	\$	10,000
GUY STREET	NS/NF	Install inlet and storm drain and connect to existing system at Guy & Plunkett	\$	152,250
MULBERRY ST APARTMENTS	NS/NF	Install multiple drop inlets along Mulberry St at apartment entrance to eliminate ponding, construct storm pipe down along side apartment complex and connect to existing storm inlet on Miller St Apartments	\$	35,000
1011 E BEVERLEY ST	NS/NF	Replace/relocate existing storm drain in front yard and construct storm pipe down to existing storm system at 1005 E Beverley St	\$	50,000
307 ELM STREET	NS/NF	Install inlet at corner of parking lot and connect to existing storm system in Elm St	\$	25,000
108 BAYLOR STREET	NS/NF	Install inlet at low point in street to eliminate ponding, construct storm pipe between 106 & 108 Baylor St and outfall in rear yard	\$	14,000
77 WOODLEE ROAD	NS/NF	Convert existing storm manhole into drop inlet to eliminate ponding along street shoulder, regrade shoulder to provide positive drainage to inlet	\$	10,000
10 WESTON DRIVE	NS/NF	Construct asphalt berm along Weston Dr to Lambert St, install drop inlet at Lynnhaven/Lambert and connect to existing storm system just west of Lynnhaven/Lambert	\$	18,000
ALPINE ROAD/NORTH DRIVE	NS/NF	Construct storm culvert across Alpine Rd from northeast corner of intersection to southwest corner of the intersection	\$	20,000
MEADOWBROOK ROAD/N AUGUSTA STREET	NS/NF	Replace existing storm pipe crossing N Coalter St at 200 Meadowbrook Rd	\$	12,000
315 COLLEGE CIRCLE	NS/NF	Install inlet at low point in street to eliminate ponding, construct storm pipe between 313 & 315 College Cr and outfall in rear yard	\$	17,000
2704 KNOLLWOOD DRIVE	NS/NF	Reconstruct existing ditch through rear yard and remove existing concrete slab obstructing ditch flow	\$	15,000

CITY OF STAUNTON
CAPITAL INVESTMENT PLAN
STORM WATER FUND

304 RAINBOW DRIVE	NS/NF	Install inlets upstream of 304 Rainbow Dr and connect to existing storm system at Rainbow/Windemere	\$	77,300
1617 BUICK STREET	NS/NF	Construct storm pipe from existing storm outfall in rear of house through rear yards and alleys to Packard St, install reverse drop inlet in Hays Ave	\$	60,000
1023 RIDGEMONT DRIVE	NS/NF	Install curb and gutter along Ridgemont Dr, install drop inlets to capture street drainage, construct storm pipe down thru rear yards to existing storm system at 1007 E Beverley St	\$	145,000
563 HILLTOP DRIVE	NS/NF	Install inlets upstream 563 Hilltop Dr, construct storm beyond curve in road and install reverse inlet	\$	35,000
415 G STREET	NS/NF	Install drop inlet at 415 G St and storm pipe down G St to Fourth St	\$	35,000
BURBANK STREET	NS/NF	Reconstruct entrance at Burbank St/Richmond Rd to provide positive drainage to existing inlets	\$	30,000
MASON ST - RANDOLPH STREET	NS/NF	Install multiple drop inlets in yard areas to eliminate wet areas; install underdrains to capture springs	\$	75,000
TOTAL STORMWATER PROJECTS NOT SCHEDULED / NOT FUNDED			\$	11,281,575
TMDL PERMIT MANDATE IMPROVEMENT PROJECTS NOT SCHEDULED OR FUNDED				
GREEN HILLS INDUSTRIAL PARK	FY2023	Annual projects to improve storm water quality by reducing pollutant discharge of sediment, nitrogen, and phosphorus to meet TMDL requirements- total maximum daily load. Project includes converting two existing dry detention basins into wet ponds with sediment forebays	\$	800,000
GYPSY HILL PARK GOLF COURSE	NS/NF	Install gravel filter & filter strip	\$	1,600
STAUNTON CROSSING STREAM RESTORATIONS	NS/NF	Restore approximately 4,000 LF of stream segments throughout the Staunton Crossing development	\$	4,000,000
VILLAGES - ASYLUM CREEK STREAM RESTORATION	NS/NF	Restore approximately 1,400 LF of Asylum Creek through the Villages at Staunton development	\$	1,400,000
GREENVILLE AVE & E HAMPTON ST (ADJACENT TO ASYLUM CREEK)	NS/NF	Construct a riparian buffer along Asylum Creek at Greenville/Hampton	\$	3,000
ROBERT E LEE HIGH SCHOOL STREAM RESTORATION	NS/NF	Restore approximately 1,000 LF of stream adjacent to Lee High School on N Coalter St	\$	1,000,000
CITY LIBRARY	NS/NF	Install filter strip and permeable pavers at City Library on Churchville Ave	\$	71,400
FIRE STATION 2	NS/NF	Convert existing extended detention basin at Fire Station 2 on Grubert St into a bio retention basin	\$	33,500
FIREHOUSE PARKING LOT	NS/NF	Construct bio retention basins and permeable pavers	\$	65,500

**CITY OF STAUNTON
CAPITAL INVESTMENT PLAN
STORM WATER FUND**

GYPSY HILL PARK	NS/NF	Construct vegetated swale, two bio retention basins and grass swale	\$ 147,700
NEW STREET PARKING LOT	NS/NF	Installing three filterra units and permeable pavers	\$ 110,600
WHARF PARKING LOT	NS/NF	Install permeable pavers	\$ 83,800
WATER FOUNTAIN PARK	NS/NF	Construct bio retention basin	\$ 39,400
FIRE STATION 1	NS/NF	Installing a filterra unit, tree box, bio retention area and permeable pavers at Fire Station 1 on N Augusta St	\$ 50,700
SALT STORAGE	NS/NF	Construct bio retention basin	\$ 33,800
MONTGOMERY HALL PARK	NS/NF	Construct vegetated swale and bio retention basin	\$ 143,700
THOMAS DIXON ELEMENTARY SCHOOL	NS/NF	Construct rainwater harvesting system on school building and two bio retention basins	\$ 153,200
BESSIE WELLER ELEMENTARY SCHOOL	NS/NF	Construct two bio retention basins and upgrade existing bio retention basin	\$ 155,800
HARDY PARKING LOT	NS/NF	Install permeable pavers	\$ 68,000
GYPSY HILL GOLF COURSE (ADJACENT TO CANAAN STREET)	NS/NF	Construct infiltration basin	\$ 13,000
SHELBURNE MIDDLE SCHOOL	NS/NF	Convert existing dry detention basin into a bio retention basin	\$ 87,200
ROBERT E LEE HIGH SCHOOL	NS/NF	Construct two bio retention basins and install a rainwater harvesting system	\$ 330,000
AUGUSTA STREET PARKING LOT	NS/NF	Install permeable pavers	\$ 13,800
MCSWAIN ELEMENTARY SCHOOL	NS/NF	Install a rainwater harvesting system	\$ 125,500
TOTAL TMDL PROJECTS NOT SCHEDULED / NOT FUNDED			\$ 8,931,200
FY2017 - FY2021			\$ 3,283,672
STORM WATER PROJECTS NOT SCHEDULED OR FUNDED			\$ 11,281,575
TMDL PERMIT MANDATE IMPROVEMENT PROJECTS NOT SCHEDULED / NOT FUNDED			\$ 8,931,200
TOTAL STORM WATER FUND PROJECTS			\$ 23,496,447

**CITY OF STAUNTON
CAPITAL INVESTMENT PLAN
WATER FUND**

		PROPOSED FUNDING SOURCE			
FY2017					
WATER LINES	FY2017	WF BUDGET	Annual replacement of old/undersized water lines throughout the City -- 1990 DRAPER ADEN STUDY RECOMMENDATION	\$	250,000
RAW WATER SYSTEM EVALUATION: TASK 1- GARDNER SPRINGS AND GARDNER SPRINGS PUMP STATION	FY2017	WF BUDGET	Engineering study for Gardner Springs to identify / evaluate options for upgrading water source for flood protection, and electrical / delivery reliability and redundancy	\$	294,500
BETSY BELL TANK	FY2017	WF BUDGET	Paint interior and exterior of Betsy Bell water storage tank-COMPLETED	\$	30,700
TOTAL WATER PROJECTS FY2017				\$	575,200
FY2018					
STERLING STREET WATERLINE LOOP- PHASE I	FY2018	WF BUDGET	Extend approximately 1,035 LF of waterline at end of Sterling Street and loop with Red Oak Drive to improve service to Staunton Crossing and Frontier Center development on east side of City. Recommended in Draper Aden 2016 Richmond Avenue Study	\$	200,000
WATER TREATMENT PLANT CHEMICAL STORAGE TANK REPLACEMENT	FY2018	WF BUDGET	Engineering study/design to replace 3 large plastic chemical storage tanks and piping inside of WTP Chemical Building due to age and condition	\$	50,000
TOTAL WATER PROJECTS FY2018				\$	250,000
FY2019					
ENGLEWOOD DRIVE	FY2019	WF BUDGET	Replace water line on Englewood Drive from Churchville Avenue to Shutterlee Mill Road during construction of storm drain project	\$	158,641
STERLING STREET WATERLINE LOOP-PHASE II	FY2019	WF BUDGET	Extend approximately 1,855 LF of waterline at end of Sterling Street and loop with Red Oak Drive to improve service to Staunton Crossing and Frontier Center development on east side of the City. Recommended in Draper Aden 2016 Richmond Road Study	\$	500,000
WATER TREATMENT PLANT EMERGENCY GENERATOR REPLACEMENT	FY2019	WF BUDGET	Replace 1979 300kW emergency generator at WTP	\$	75,000
WATER TREATMENT PLANT BOILER REPLACEMENT	FY2019	WF BUDGET	Replace 1975 boiler at WTP	\$	75,000
WATER TREATMENT PLANT WINDOW REPLACEMENT	FY2019	WF BUDGET	Complete the replacement of remaining windows at WTP	\$	60,000
WATER TREATMENT PLANT CHEMICAL STORAGE TANK	FY2019	WF BUDGET	Replace 3 large plastic chemical storage tanks and piping inside WTP Chemical Building	\$	300,000
RICHMOND ROAD WATERLINE UPGRADE	FY2019	BOND FUNDS	Upgrade approximately 8,360 LF of existing waterline (undersized and in poor condition) to improve service along Richmond Road and to the Staunton Crossing and Frontier Center developments on east side of the City. Recommended in the Draper Aden 2016 Richmond Road Study	\$	2,012,000
GARDNER SPRINGS - UPGRADE PUMPS AND PARALLEL 16" LINE FROM GARDNER SPRINGS	FY2019	BOND FUNDS	Installation of a 16" line parallel to the existing line and upgrade the pump station to increase the raw water supply from this source to provide redundancy and capacity for future development. Bond financed project.	\$	8,000,000
TOTAL WATER PROJECTS FY2019				\$	11,180,641

**CITY OF STAUNTON
CAPITAL INVESTMENT PLAN
WATER FUND**

FY2020		PROPOSED FUNDING SOURCE			
WATER LINES	FY2020	WF BUDGET	Annual replacement of old/undersized water lines throughout the City -- 1990 DRAPER ADEN STUDY RECOMMENDATION	\$	300,000
RAW WATER SYSTEM EVALUATION: TASK 2- NORTH RIVER RESERVOIR TUNNEL EVALUATION	FY2020	WF BUDGET	Engineering study for nearly 100 year old partially collapsed tunnel that carries water source transmission main from dam to WTP to evaluate condition and identify alternatives for repair/upgrade.	\$	100,000
RAW WATER SYSTEM EVALUATION: TASK 3- NORTH RIVER RESERVOIR RAW WATER PIPELINE EVALUATION	FY2020	WF BUDGET	Engineering study for North River raw water line from Staunton Dam to WTP for alternatives to upgrade 16 miles of nearly 100 year old water source transmission main.	\$	100,000
TOTAL WATER PROJECTS FY2020				\$	500,000
FY2021					
WATER LINES	FY2021	WF BUDGET	Annual replacement of old/undersized water lines throughout the City -- 1990 DRAPER ADEN STUDY RECOMMENDATION	\$	300,000
TOTAL WATER PROJECTS FY2021				\$	300,000
PROJECTS NOT SCHEDULED OR NOT FUNDED (NS/NF)					
COMMERCE ROAD WATER LINE EXTENSION (ROUTE 11)	NS/NF		Extend approximately 2300 ft of 12" water line from Rt 262 along the west side of Commerce Road in front of Ingleside to Technology Drive to increase water pressure for the remainder of the Olde South subdivision. Funding expected from private developer.	\$	225,000
NORTH RIVER RAW WATER LINE	NS/NF		Construction for repair, reline, replacement or new parallel raw water line from the Staunton Dam to the Water Treatment Plant	\$	20,000,000
FRANKLIN HILL ZONE BOOSTER PUMP STATION	NS/NF		Installation of a booster pump in the Franklin Hill Zone to serve West Beverley Street (and adjacent street) west of Van Fossen Lane. Project is necessary should ACSA demand increase in Blackburn	\$	900,000
STATLER BLVD WATERLINE LOOP	NS/NF		Construct approximately 3,220 LF of waterline in Statler Blvd to create loop between Greenville Avenue and Richmond Road to improve service to development on east side of City for Staunton Crossing and Frontier Center. Recommended in Draper Aden 2016 Richmond Road Study	\$	900,000
WATER TREATMENT PLANT FILTER BUILDING	NS/NF		Engineering study/design to replace old large diameter piping in Westside Pipe Gallery at WTP Filter Building	\$	20,000
WATER TREATMENT PLANT FILTER BUILDING	NS/NF		Replace old large diameter piping in Westside Pipe Gallery at WTP Filter Building	\$	50,000
TOTAL PROJECTS NOT SCHEDULED / NOT FUNDED				\$	22,095,000
TOTAL WATER FUND CIP				\$	34,900,841

**CITY OF STAUNTON
CAPITAL INVESTMENT PLAN
SEWER FUND**

		PROPOSED FUNDING SOURCE		
FY2017				
SEWER LINES	FY2017	2017 BUDGET	Manhole rehabilitation - 50 each	\$ 50,000
			TOTAL SEWER PROJECTS FY2017	\$ 50,000
FY2018				
SEWER LINES	FY2018	2018 BUDGET	Manhole rehabilitation - 50 each	\$ 50,000
			TOTAL SEWER PROJECTS FY2018	\$ 50,000
FY2019				
SEWER LINES	FY2019	2019 BUDGET	Annual replacement of old sewer lines and manholes throughout the City	\$ 300,000
ENGLEWOOD DRIVE	FY2019	2018 BUDGET	Replace sewer line during construction of storm drain project	\$ 376,983
STAUNTON CROSSING	FY2019	BONDS / DEVELOPER	Installation of 5,200 LF sewer force main and pump station to serve second phase of development	\$ 1,112,500
			TOTAL SEWER PROJECTS FY2019	\$ 1,789,483
FY2020				
ROSE HILL CIRCLE SEWER LINE	FY2020	2020 BUDGET	Rose Hill Circle- install sanitary sewer in the 100 and 200 blocks to provide City sewer services currently being served by septic systems	\$ 318,000
			TOTAL SEWER PROJECTS FY2020	\$ 318,000
FY2021				
SEWER LINES	FY 2021	2021 BUDGET	Annual replacement of old sewer lines and manholes throughout the City	\$ 300,000
			TOTAL SEWER PROJECTS FY2021	\$ 300,000
PROJECTS NOT SCHEDULED OR NOT FUNDED (NS/NF)				
COMMERCE ROAD SEWER LINE	NS/NF		Phase 2-Replacement of the Commerce Road sewer line at L190-L197. Second year of funding.	\$ 565,000
COMMERCE ROAD SEWER LINE	NS/NF		Phase 3 - Replacement of the Commerce Road sewer line at L197- L243	\$ 1,400,000
COMMERCE ROAD SEWER LINE	NS/NF		Phase 4 - Replacement of the Commerce Road sewer line at L243-L265	\$ 550,000
CHURCHVILLE AVE PHASE IV-B	NS/NF		Replace sewer line during construction of storm drain project	\$ 161,675
VERONA /NORTH END BYPASS SEWER LINE	NS/NF		Construct a sewer line from the northern end of the City limits on Rt 11 at Verona back to Rt262 to serve Green Hills Industrial Park and other commercial and residential properties	\$ 1,500,000
			TOTAL PROJECTS NOT SCHEDULED	\$ 4,176,675
TOTAL SEWER FUND CIP				\$ 6,684,158

		PROPOSED FUNDING SOURCE		
FY2018				
JOHNSON STREET GARAGE	FY2018	GF TRANSFER & CIP FUNDS	Concrete and structural repairs to the decking and support system for the Johnson Street Garage. Engineering study completed January 2017. Transfer \$900,000 from the CIP Undesignated Account, and \$250,000 from the FY2017 BA NO 2	\$ 1,150,000
NEW STREET GARAGE	FY2018	2018 BUDGET	Repaint the exterior surfaces of the New Street Garage	\$ 50,000
			TOTAL PARKING FUND PROJECTS FY2018	\$ 1,200,000
TOTAL PARKING FUND				\$ 1,200,000
SOURCE OF FUNDS:				
			Transfer from the CIP Fund Undesignated Account- FY2017 Proposed Budget Amendment	\$ 900,000
			Parking Fund Budget	\$ 50,000
		BA 2017	Proposed FY2017 Budget Amendment-Transfer from the General Fund FY2016 End of Year Balance	\$ 250,000
				\$ 1,200,000

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	February 23, 2017	
Item #	D	
Ordinance #		
Department:		
Subject:	Blue Ridge Community College Annual Presentation	

Background: John Downey, President of Blue Ridge Community College, will attend the Council meeting to provide an update on the college.

City Manager's Recommendation: Not applicable.

Suggested Motion: None required.

City Manager: Stephen F. Owen