

**Work Session Agenda
Staunton City Council
Rita S. Wilson Council Chambers
March 27, 2025
5:15 p.m.**

- | | | |
|------------------|-----------|---|
| 5:15 p.m. | 1. | Consideration of Work Session and Regular Meeting Agendas |
| 5:20 p.m. | 2. | Update on Friends of the Library Terrace Project |
| 5:40 p.m. | 3. | Update on Refuse Modernization Initiative |
| 6:00 p.m. | 4. | Discussion of Adopt-A-Street Program |
| 6:15 p.m. | 5. | Discussion of Establishment of Day Shelter for Unsheltered Persons |
| 6:30 p.m. | | Dinner Break Until Regular Meeting at 7:00 p.m. |

**Regular Meeting Agenda
Staunton City Council
Rita S. Wilson Council Chambers
March 27, 2025
7:00 p.m.**

Call to Order

Pledge of Allegiance

Invocation/Moment of Silence—Shepherd

Mayor's Report

Additional Items by Members of Council

REGULAR MEETING

A. Consent Agenda

A.1. Approval of Minutes

Work Session and Regular Meeting of March 13, 2024

All items will be voted on in one (1) motion. If so requested by any member of Council, an item placed on the consent agenda shall be removed and taken up as a separate matter at the end of the Regular Meeting.

B. Presentation of Proposed FY 2026 Budget

C. Public Hearing of Effective Real Property Tax Rate Increase*

D. Consideration of Augusta County Landfill Leases

E. Consideration of Amendment to Staunton City Code Section 6.10.010

F. Update on Virginia Department of Transportation Richmond Avenue Road Diet & Roundabout and Project

Matters from the City Manager

Matters from the Public*

Adjournment

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

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	March 27, 2025	City Council
Item #	1	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Values: Integrity Engagement	
Subject:	Work Session and Regular Meeting Agendas	

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

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

City Manager: Leslie Beauregard

CITY COUNCIL



Staunton, Virginia

AGENDA BRIEFING

Meeting Date:	March 27, 2025	Amanda Kaufman Assistant City Manager Sarah Skrobis Library Director
Item #:	2	
Department:	Library	
Alignment with Staunton Plan (Value/Strategic Area):	Values: Engagement; Equity and Inclusion Strategic Area: Infrastructure; Built Environment	
Subject:	Update on Friends of the Library Terrace Project	

Background: The Friends of the Staunton Library have been working towards the construction of a public terrace on the lawn of the Staunton Public Library to be used for a variety of outdoor programming needs. The Friends have been consulting with design firms to finalize the site plan and have prepared an update for Council.

During this presentation, the Friends will share the final visual design concepts that have been developed and answer questions from Council. No financial support for this project is being requested from the City, but the Friends want to present this information to Council prior to the start of construction later this spring.

Members of the Friends of the Staunton Library who will be present at this meeting include:
Howard Kator – Past-President
Kennon Bowen – Committee Member

Attachment: Friends of the Staunton Library conceptual designs

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

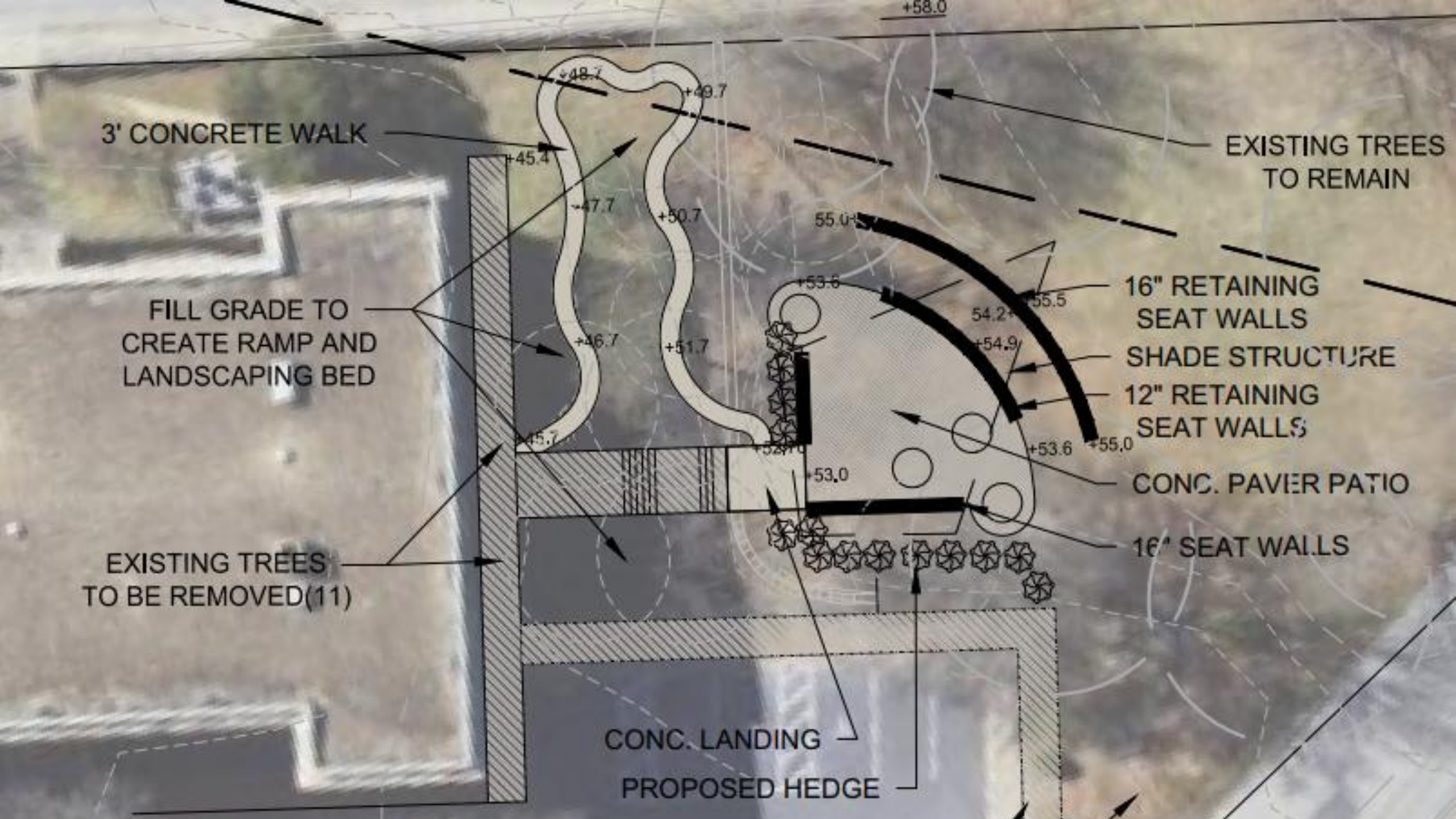
City Manager: Leslie Beauregard

FRIENDS OF THE STAUNTON LIBRARY TERRACE PROJECT

Committee Members:

- Howard Kator, Past-President
- Joyce Shelenberger, Secretary
- Kennon Bowen
- Bonnie Goff
- Garry Walton





3' CONCRETE WALK

FILL GRADE TO
CREATE RAMP AND
LANDSCAPING BED

EXISTING TREES
TO BE REMOVED(11)

CONC. LANDING

PROPOSED HEDGE

EXISTING TREES
TO REMAIN

16" RETAINING
SEAT WALLS

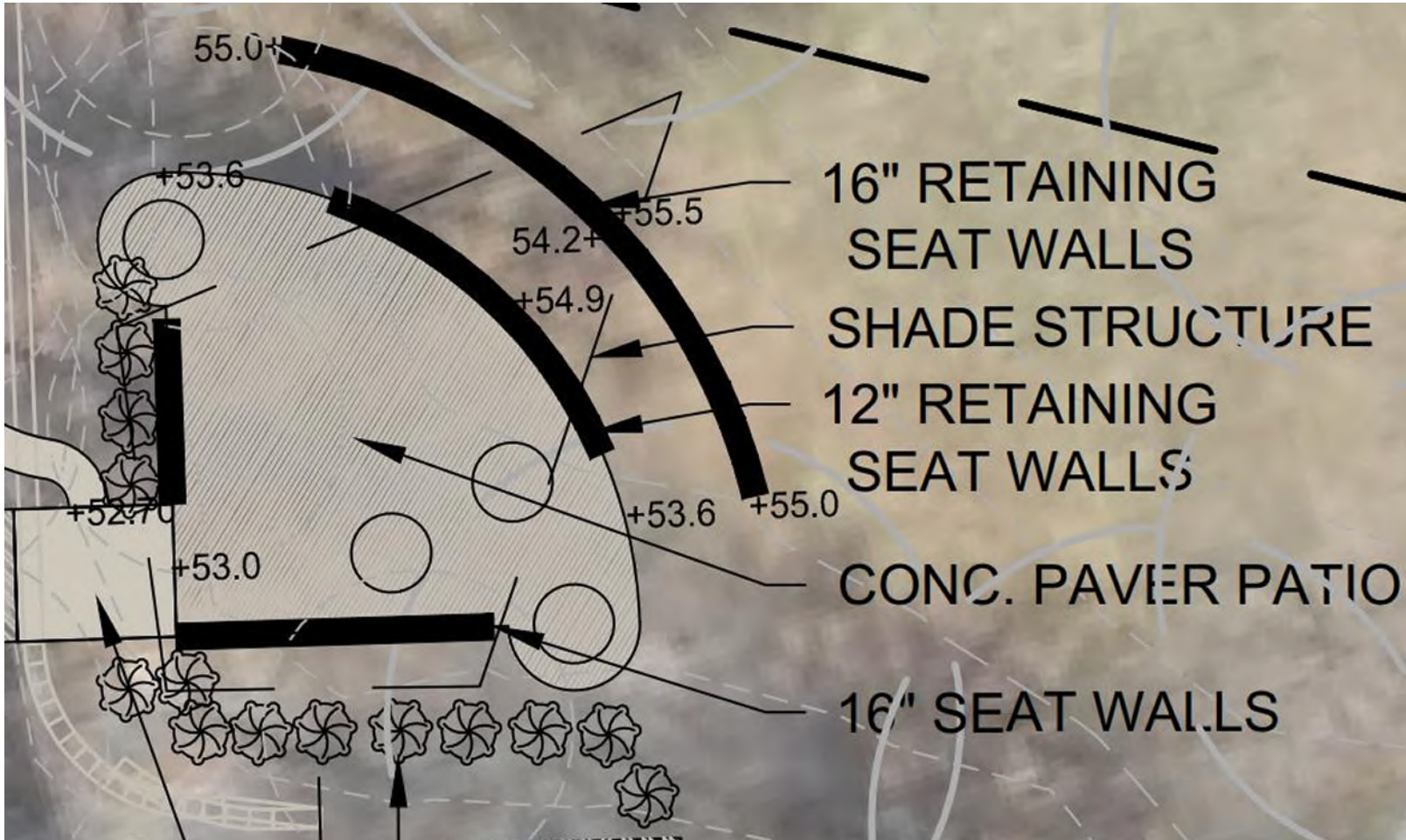
SHADE STRUCTURE

12" RETAINING
SEAT WALLS

CONC. PAVIER PATIO

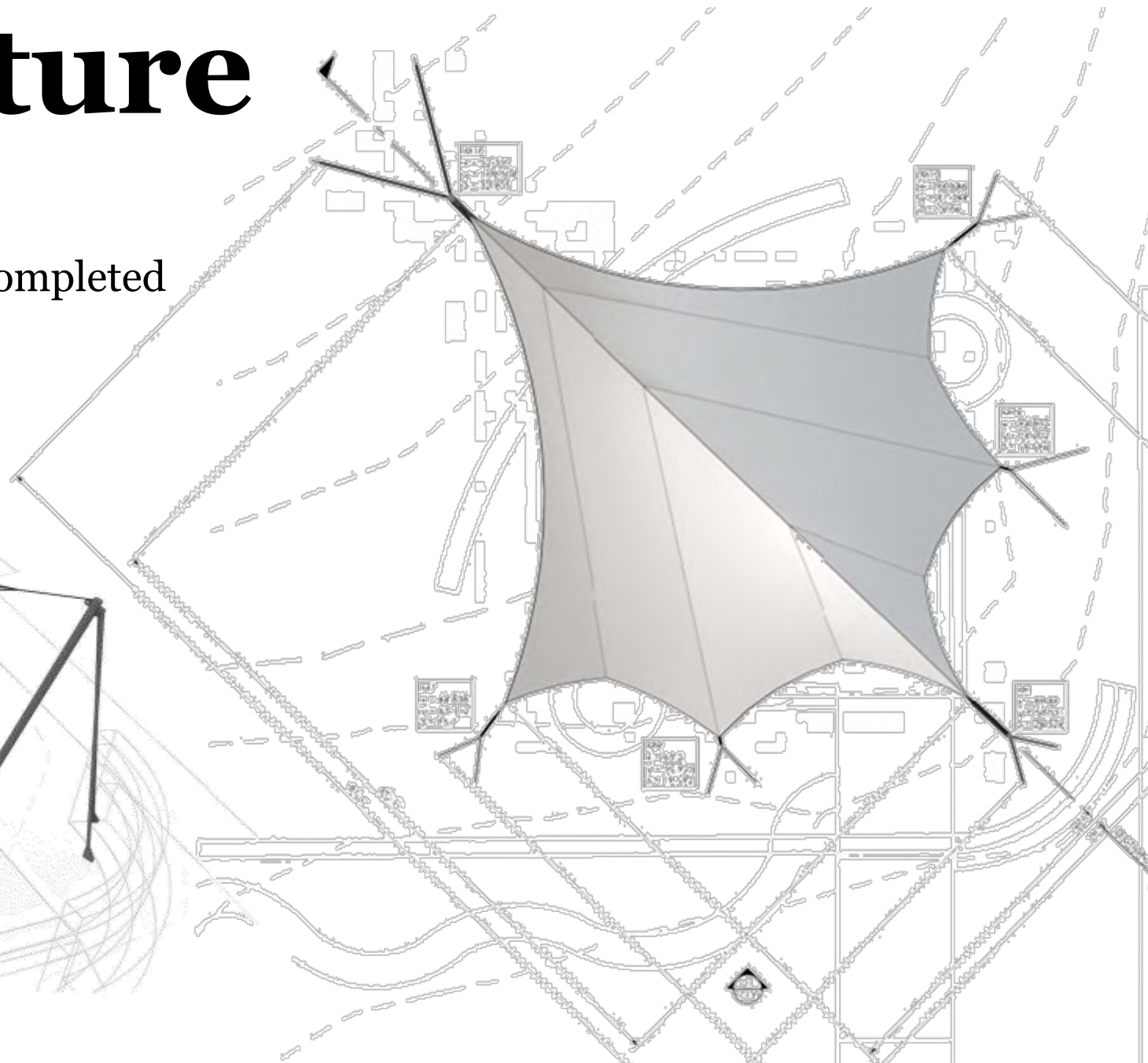
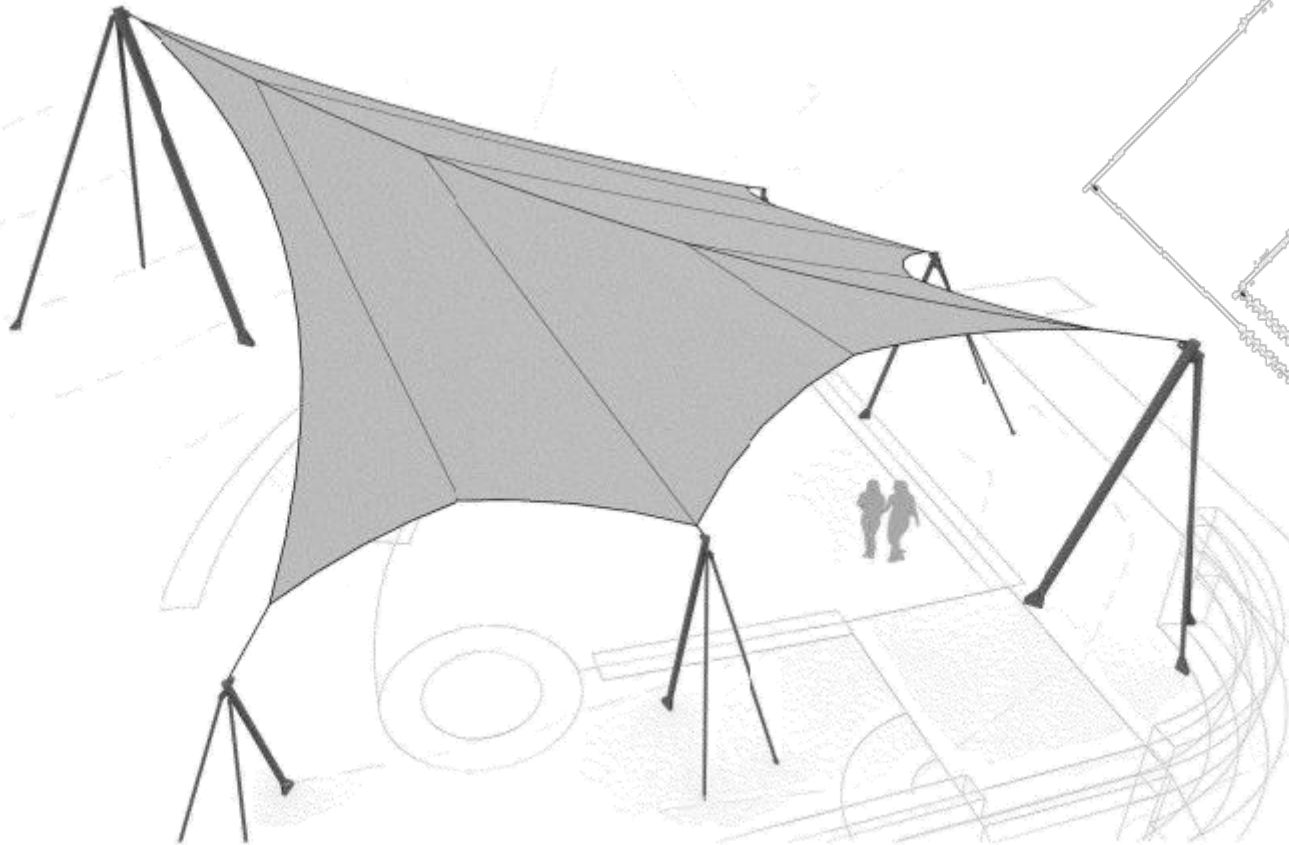
16" SEAT WALLS

Terraced seating and patio



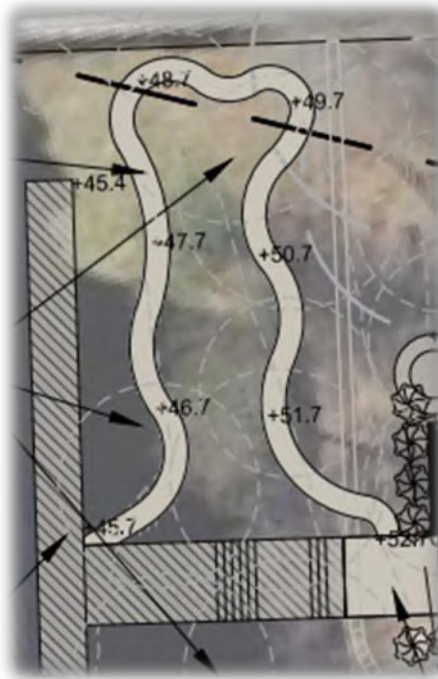
Shade Structure

- Permanent, year-round
- Designed to withstand all weather
- Friends to maintain after project completed



Sensitive approach

- Trees and landscaping
- Accessibility
- Neighbors



Next Steps

- Memorandum of Agreement: Completed
- Permits: In progress
- Groundbreaking: Tentatively April
- Ribbon Cutting: TBD



CITY COUNCIL



Staunton, Virginia

AGENDA BRIEFING

Meeting Date:	March 27, 2025	Dave Irvin Director, Public Works Amanda Kaufman Assistant City Manager
Item #	3	
Department:	Public Works City Manager’s Office	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Environmentally Conscious; Excellence Strategic Area: Responsive, Efficient Government	
Subject:	Update on Refuse Modernization Initiative	

Background: Staff will provide an update on the progress of the refuse modernization initiative, including a recap of the roll-out process, revisit FAQs based on resident feedback and talk about next steps as far as monthly yard waste pick up.

Attachments: Not applicable.

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Leslie Beauregard

CITY COUNCIL



Staunton, Virginia

AGENDA BRIEFING

Meeting Date:	March 27, 2025	Jeff Overholtzer City Councilmember
Item #	4	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Values: Environmentally Conscious; Excellence Strategic Areas: Responsive, Efficient Government	
Subject:	Discussion of Adopt-A-Street Program	

Background: At the request of Councilmember Jeff Overholtzer, this item has been added to the work session to discuss the city's Adopt-A-Street program. The Adopt-A-Street program is designed to encourage citizen participation in beautification and litter cleanup of designated areas in their community at regular intervals. Individuals, organizations, or businesses may agree to adopt-a-street and to keep the designated area cleared of litter and other debris.

The city has had a passive program in place for many years. Should the direction be given to staff to enhance this program and start to actively push it out, this would require a budget and staff resources. The operational budget would include signage, support materials such as trash grabbers, safety vests, trash bags and other materials. Staff time would include placing signage at Adopt-A-Street spots, setting up traffic safety signage and collecting trash if the group cannot dispose of the trash on their own. These are all tasks not currently undertaken by staff and would most likely occur on weekends.

Attachment: Not applicable.

City Manager's Recommendation: Provide feedback and direction to City Manager and staff.

Suggested Motion: Not applicable.

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	March 27, 2025	Michele Edwards Mayor
Item #	5	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Values: Environmentally Conscious; Excellence Strategic Areas: Responsive, Efficient Government	
Subject:	Discussion of Establishment of Day Shelter for Unsheltered Persons	

Background: At the request of Mayor Michele Edwards, an item has been added to the work session to discuss the establishment of a day shelter in the City of Staunton to provide services and resources to unsheltered persons in our community. At the March 13, 2025 work session, Housing Planner Rebecca Joyce provided an update on Staunton's Pathway to Affordable Housing and Housing for Working Families, which included updates on the city's Housing Workgroup and the Central Shenandoah Regional Housing Study. That presentation can be found [here](#).

Attachment: Not applicable.

City Manager's Recommendation: Provide feedback and direction to City Manager and staff.

Suggested Motion: Not applicable.

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	March 27, 2025	City Council
Item #:	A	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Area: Responsive, Efficient Government	
Subject:	Consent Agenda	

Background: As provided in [Council Procedure Memorandum No. 14](#), it is the policy of City Council to have the City Manager place routine, noncontroversial items on a Consent Agenda. Briefings for each item included on the Consent Agenda have been prepared in the manner and format of regular business items on the agenda, with each item described in sufficient detail to provide the public with an appropriate understanding of such item. All matters listed on the Consent Agenda will be enacted by one motion and as a single item. There will be no separate discussion of an item. If discussion is desired, the item may be removed from the Consent Agenda at the request of a member of City Council and considered separately at the end of the regular meeting agenda.

The Mayor will inquire whether any member of City Council desires to remove any item from the Consent Agenda and to place such item on the regular meeting agenda for separate consideration.

Suggested Motion (if no items removed): I move to approve the Consent Agenda, as presented.

Suggestion Motion (if one or more items removed): I move to approve the Consent Agenda with the exception of item(s) _____, and that item(s)_____ be moved to the end of the regular agenda for discussion and a separate vote.

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	March 27, 2025	City Council
Item #	A.1	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Values: Integrity Engagement	
Subject:	Approval of Minutes	

Background: Draft meeting minutes are attached for City Council's consideration and for approval as Council prefers.

Attachment:

Attachment 1 – Work Session and Regular Meeting Minutes of March 13, 2025

Suggested Motions: I move to approve the work session and regular meeting minutes of March 13, 2025 [as presented] [with the following changes: _____].

City Manager: Leslie Beauregard



City Council
WORK SESSION
March 13, 2025
5:15 p.m.

Council Members present: Mayor Edwards, Vice Mayor Arrowood, and Councilors Campbell, Overholtzer, Park, Shepherd, and Woods.

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

1. Consideration of Work Session and Regular Meeting Agendas

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

Ms. Woods moved to approve the work session and regular meeting agendas as presented.

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

Ms. Park	aye	Mr. Shepherd	aye
Mr. Overholtzer	aye	Vice Mayor Arrowood	aye
Ms. Woods	aye	Mayor Edwards	aye
Mr. Campbell	aye		

2. Update on Long Range Transportation Plan: Staunton Augusta Waynesboro Metropolitan Planning Organization

Assistant City Manager Amanda Kaufman stated that the Staunton-Augusta-Waynesboro Metropolitan Planning Organization (SAWMPO) is in the process of updating the region's long range transportation plan. An initial update was provided to Council at their August 8, 2024 Work Session.

Ms. Kaufman introduced the Central Shenandoah Planning District Commission Director of Transportation Paula Melester, who provided an update on the plan.

Councilmembers had no questions.

3. Discussion on Streetlights and Dark Skies Initiatives

Councilor Park stated that City Council previously discussed the topic of Dark Skies on September 14, 2023, when the Public Works Director provided information on Dominion Energy's LED replacement and developing a Staunton Streetlight Preference Sheet.

More recently, the topic of a dark-skies local ordinance and types of streetlights that support a dark skies initiative have come up related to the Edgewood Road sidewalk project and discussions about subdivision plans in the city. At the February 13, 2025, City Council meeting, during the public hearing on a special use permit for 206 Frontier Drive, parking lot lighting was mentioned. Senior Planner Tim Hartless stated that staff would work on amendments to strengthen lighting requirements.

The dark skies movement is a campaign to reduce light pollution. Examples of the stated advantages of reducing light pollution include: an increased number of stars visible at night, reducing the effects of electric lighting on the night time environment, improving the health and safety of humans and wildlife, and reducing energy usage. Implementation of dark skies initiatives could include amendments to portions of the City Code or creation of a new policy.

At the request of Ms. Park, a discussion took place regarding streetlighting and dark skies initiatives.

Planning Manager Tim Hartless stated that they are looking for direction regarding implementing Dark Skies initiatives into city lighting requirements. He noted that there are three separate issues involved: existing lighting within the public street, lighting for new residential developments that will eventually become part of the public street, and lighting on privately owned residential or commercial development.

Vice Mayor Arrowood asked if Dominion Energy still has a catalogue of alternate LED fixtures to choose from, which Mr. Hartless confirmed and added that all the fixtures used on Central Avenue are within the Dominion catalogue.

Ms. Beauregard stated that staff will also begin reaching out to other jurisdictions who have used fixtures from the Dominion catalogue and return to Council with some ideas and information at a later date.

Mr. Campbell stated that the request would first need to go through the Planning Commission and noted that there is a great opportunity to address lighting in the ongoing Comprehensive Plan update process.

Director of Community Development Rodney Rhodes stated that after staff has gathered information and presented it, Council could then direct the Planning Commission to work on changes to the ordinance.

Councilmembers were in agreement and instructed Ms. Beauregard to begin the information gathering process.

4. **Update on Staunton’s Pathway to Affordable Housing and Housing for Working Families: Central Shenandoah Regional Housing Study and City of Staunton Housing Strategy**

City Housing Planner Rebecca Joyce provided an overview of the Central Shenandoah Regional Housing Study (CSRHS), as well as an update on the City of Staunton Housing Strategy planning process, which aims to produce, preserve, and provide housing stability, with a focus on utilizing CDBG funds and creating a housing fund.

Stated goals of the strategy were discussed, including utilizing accessory dwelling units, redevelopment strategies, and landlord education and recruitment.

Mr. Campbell asked how flexible the five year plan is that the city is required to have as a CDBG entitlement community. Ms. Joyce stated that the plan is general and flexible enough to justify different projects that fall under it.

Mr. Campbell asked if there have been any discussions about the community land trust. Ms. Joyce stated that the Community Foundation is working with a Staunton property owner as a test case for the program and they hope to have a better idea of other potential properties in the future.

Mr. Overholtzer asked if there would be an oversight committee for a land trust. Ms. Joyce stated that oversight can either be conducted through the government itself or by a nonprofit organization. She added that if a locality does not feel like they have the capacity to form their own land trust, eligible properties can be put into the Virginia Statewide Land Trust.

Mayor Edwards what role the developers play in term of the city’s housing strategy. Ms. Joyce stated that most of the land for larger developments has already been purchased, so they are looking at more of the low hanging fruit of the single lots and other smaller cottage-type developments.

Councilmembers had no further questions.

5. **Closed Meeting for (i) Consultation with Legal Counsel for Legal Advice Related to Land Use Designations and Approvals for a Parcel of Property Fronting on Johnson Street; (ii) Discussion of the Performance of the City Attorney**

Vice Mayor Arrowood moved to enter a closed meeting for (i) consultation with legal counsel from the City Attorney for legal advice related to land use designations and approvals for a parcel of property fronting on Johnson Street pursuant to Virginia Code §2.2-3711(A)(8); and (ii) discussion of the performance of the City Attorney pursuant to Virginia Code §2.2-3711(A)(1).

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

Mr. Shepherd	aye	Ms. Woods	aye
Ms. Park	aye	Vice Mayor Arrowood	aye
Mr. Overholtzer	aye	Mayor Edwards	aye
Mr. Campbell	aye		

Mr. Overholtzer moved that Council reconvene in an open meeting and certify to the best of each member's knowledge that only lawfully exempted public business matters were discussed and that only public business matters as identified in the closed meeting motion were heard, discussed, or considered in the meeting.

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

Mr. Overholtzer	aye	Ms. Park	aye
Ms. Woods	aye	Vice Mayor Arrowood	aye
Mr. Shepherd	aye	Mayor Edwards	aye
Mr. Campbell	aye		

The work session adjourned at 7:01 p.m.

Kiley A. Kesecker
Clerk of Council

**REGULAR MEETING OF STAUNTON CITY COUNCIL****Thursday, March 13, 2025****7:00 p.m.****Rita S. Wilson Council Chambers****PRESENT:**

Mayor Michele D. Edwards
Vice Mayor Brad D. Arrowood
Adam F. Campbell
Jeff L. Overholtzer
Corrie R. Park
Blake N. Shepherd
Alice L. Woods

ALSO PRESENT:

Leslie Beauregard, City Manager
Amanda Kaufman, Assistant City Manager
John Blair, City Attorney
Kiley Kesecker, Clerk of Council

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

The Pledge of Allegiance was recited in unison.

The invocation/moment of silence was given by Ms. Park.

MAYOR'S REPORT

Mayor Edwards stated that she and Councilor Park recently went on a ride along with Officer Kier of the Staunton Police Department. She also attended the community Shabbat service at the Temple House of Israel.

ADDITIONAL ITEMS BY MEMBERS OF COUNCIL

Mr. Overholtzer stated that he also attended the recent community Shabbat service and provided an update to the Kiwanis regarding current issues before City Council.

Vice Mayor Arrowood stated that he recently attended a Newtown neighborhood event featuring a presentation by Environmental Programs Specialist Willow Hughes about the Gypsy Hill stream restoration project. He added that the repairs to the Sears Hill bridge and stairs are underway.

REGULAR MEETING**A. Consent Agenda**

Mayor Edwards made the following statement:

“Per Procedure Memorandum No. 14, it is the policy of City Council to have routine, non-controversial items placed on a Consent Agenda. All items on the Consent Agenda will be voted on in one motion. If separate discussion of an item is requested by any member of Council, that item shall be removed and considered separately at the end of the regular meeting agenda.”

A.1 Approval of Meeting Minutes**Work Session and Regular Meeting of February 27, 2025****A.2 Consideration of Virginia Commission for the Arts 2025-2026 Creative Communities Partnership Grant Application****A.3 Consideration of Virginia Department of Criminal Justice Services FY 2026 School Resource Officer Incentive Grant**

Mayor Edwards asked if any Councilmembers desired to remove any item from the Consent Agenda to be placed on the regular meeting agenda for separate consideration.

Ms. Woods moved to approve the Consent Agenda as presented.

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

Ms. Woods	aye	Ms. Park	aye
Mr. Shepherd	aye	Vice Mayor Arrowood	aye
Mr. Campbell	aye	Mayor Edwards	aye
Mr. Overholtzer	aye		

B. Public Hearing and Consideration of Amendments to Title 18, Zoning, of the Staunton City Code to Revise References to the Recently Amended Title 13, Environmental

Planning Manager Tim Hartless stated that City Council recently adopted amendments to Title 13, Environmental, of the Staunton City Code (SCC). SCC Title 18, Zoning, includes references to Title 13, which no longer reference correct sections. He presented draft amendments to two sections of the Zoning Code that have been revised to reference the correct sections of SCC Title 13.

Proposed Changes Include:

Chapter 18.83, Entrance Corridor Overlay District – Amend SCC Section 18.83.050 to eliminate a reference to a provision that is no longer part of Title 13.

Chapter 18.169, Site Plans – Amend SCC Section 18.169 to replace a reference to 13.05 with the new section 13.01.

Mr. Hartless concluded by stating that the Planning Commission conducted a public hearing on the request at its February 20, 2025 meeting, during which no one spoke in opposition. On a 5-0 vote, the Planning Commission recommended approval of the amendments.

Councilmembers had no questions.

Mayor Edwards stated the following:

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

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

For our Zoom participants, please raise your hand now if you wish to speak on this particular matter. If you raise your hand during this Public Hearing, you will also be able to raise your hand during this Council meeting for other Public Hearings and Matters from the Public. Please keep your comments to five minutes. Once everyone who wishes to speak has had an opportunity, I will then close the Public Hearing.

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

The public hearing was opened.

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

Ms. Woods moved that City Council adopt the ordinance and approve the amendments as recommended by the Planning Commission.

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

Mr. Shepherd	aye	Mr. Campbell	aye
Ms. Park	aye	Vice Mayor Arrowood	aye
Ms. Woods	aye	Mayor Edwards	aye
Mr. Overholtzer	aye		

Ordinance No. 2025-06

**AN ORDINANCE AMENDING
CHAPTER 18.83, ENTRANCE CORRIDOR OVERLAY DISTRICT,
AND
CHAPTER 18.169, SITE PLANS
OF TITLE 18, ZONING, OF THE STAUNTON CITY CODE,
TO CHANGE OR ELIMINATE REFERENCES TO
STAUNTON CITY CODE
TITLE 13, ENVIRONMENTAL**

Recitals

A. Staunton City Code (SCC) Chapter 18.83, Entrance Corridor Overlay District, establishes the regulations for the 13 Entrance Corridor Overlay Districts within the City of Staunton;

B. SCC Chapter 18.169, Site Plans, establishes the requirements of the City of Staunton for submittal of site plans of development within the City of Staunton;

C. Currently, both chapters 18.83 and 18.169 reference sections of Title 13, Environmental, of the SCC;

D. From time to time, Staunton City Council has amended Title 13, Environmental, most recently on April 25, 2024;

E. It is necessary to amend Chapters 18.83 and 18.169 so that these chapters of Title 18, Zoning, correctly reference the relevant sections of Title 13, Environmental;

F. At its January 16, 2025 meeting, the Planning Commission took action to authorize staff to proceed with drafting the necessary amendments;

G. At its February 20, 2025 meeting, the Planning Commission conducted a public hearing on the request and took action to recommend that City Council approve the proposed amendments;

H. The Planning Commission considered the matter and after study, review, and consideration of comments received during the public hearing has recommended approval of the amendments;

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that Chapter 18.83, Entrance Corridor Overlay District, and Chapter 18.169, Site Plans, of Title 18, Zoning, of the Staunton City Code, are **HEREBY AMENDED, RESTATED, AND REORDAINED** as follows:

CHAPTER 18.83
ENTRANCE CORRIDOR OVERLAY DISTRICT

Section, 18.83.050, Approval process

(1) Submission of Plan. Prior to commencing any activity set forth in SCC 18.83.040, the person, firm, or corporation proposing such activity shall submit a development plan to the zoning administrator or designee for the city of Staunton for review and approval. Applicants shall schedule and participate in an informal meeting with the zoning administrator or designee prior to submitting the plans.

(2) Minimum Requirements for Development Plan. Materials submitted with the application or on subsequent request by the zoning administrator or designee shall include clearly labeled plans, maps, studies, narratives, drawings, and reports depicting or presenting the following, with sufficient copies for necessary referrals and records, unless deemed unnecessary by the zoning administrator or designee due to the scope and nature of the proposed development:

(a) Surveyed property lines;

(b) Tree preservation plan (to scale) to include:

(i) Survey of existing topography and location of existing trees (over three inches in caliper), their species, and caliper and other vegetation ~~per SCC 13.10.010(6)(a)(i)(E)(F);~~

CHAPTER 18.169
SITE PLANS

18.169.050 Plan contents.

The site plan shall provide the following information, at a minimum, unless expressly waived in writing by the zoning administrator due to the scope and scale of the project:

(1) Title and description of the project; names and contact information of the engineer, architect, landscape architect and surveyor, if any; names of the developer and property owner; and a signature panel for the zoning administrator's agent's approval;

(2) The boundaries, by bearings and distance utilizing the city datum, of the property involved, the acreage, all existing property lines, setback lines, buildings, structures, watercourses, topography, adjacent property lines, easements with deed or instrument source references, waterways or lakes

and other existing physical features in or adjoining the project, including flood hazard areas as provided in Chapter 18.170 SCC, Floodplain Districts and Regulations;

(3) The owners with instrument number or deed book and page number, present zoning, parcel identification numbers, and current use of the property involved and adjoining properties;

(4) Approved proffers, special use permit conditions, waivers, or granted variance on the property involved;

(5) Building lot coverage, building usage, dimensions, square footage, height, number of floors and finished floor elevation; location of accessory structures;

(6) Open space for multiple-family structures as provided in SCC 18.30.050;

(7) Physical features such as watercourses, waterways, or lakes on adjoining properties shown only in approximate scale and proportion;

(8) The location, dimensions, construction type, and names of existing and proposed streets, alleys, sidewalks, curbs and gutters, and all curb cuts;

(9) The location and size of existing and proposed sanitary sewers; water, gas, telephone, electric and other utility lines (if known); culverts and other underground or overhead structures in or affecting the project, including existing and proposed facilities and easements for these facilities;

(10) All parking, travel lanes, driveways, loading spaces, walkways and outdoor lighting systems, including luminary size, indicating type of surfacing, size, angle of stalls, width of aisles and a specific schedule showing the number of parking spaces provided and the number required by the provisions of Chapter 18.125 SCC, Minimum Off-Street Parking Requirements;

(11) Existing and proposed stormwater management facilities and erosion and sediment control measures, indicating location, size, type and grade of ditches, catch basins, and pipes, including on-site water retention and related requirements of Chapter 13.05 13.01 SCC;

....

....

....

In all other respects, the provisions of Title 18, Zoning, of the Staunton City Code remain the same and are hereby restated, confirmed and reordained.

Introduced: March 13, 2025

Adopted: March 13, 2025

Effective: March 13, 2025

Signed: MICHELE D. EDWARDS, MAYOR

Attest: KILEY A. KESECKER
Clerk of Council

C. Update on Flood Mitigation Efforts—Tunnel Survey and Structural Evaluation Work Resulting in Partial Closure of Wharf Parking Lot and Closure of Byers Street

City Manager Leslie Beauregard stated that in August 2020, two devastating floods, two weeks apart, struck the City of Staunton, principally in downtown areas.

At the September 10, 2020 City Council meeting a few weeks after the floods, staff briefed City Council and received direction to engage a consultant to perform a hydrologic and hydraulic study of the city and present possible mitigation projects that could alleviate the flooding.

At the May 27, 2021 City Council meeting, at the completion of the hydrologic and hydraulic study conducted by Wiley|Wilson, staff briefed City Council. At the August 26, 2021 City Council meeting, as follow up to the information provided at the May 2021 meeting, staff took a deeper dive and presented concrete recommendations, including tunnel maintenance and improvements.

Following these reports, City Council made the decision to allocate a portion of American Rescue Plan Act funds towards flood mitigation efforts, which included the study and design of tunnel maintenance through performing a survey and structural evaluation in the amount of \$650,000. The budget amendment was considered and approved on September 22, 2022. Since that time, staff has been executing the plan.

The city contracted with Wiley|Wilson to perform the tunnel survey and structural evaluation, exploring the conditions where Gum Spring Branch (often referred to as Peyton Creek) and Lewis Creek run underground. The structural evaluation is not yet complete. However, at this stage, engineers are concerned with the structural integrity of the tunnel in several specific areas, primarily around the Wharf. At their recommendation and out of an abundance of caution, the city has decided to limit traffic above those sections of the tunnel starting early Friday, March 7, 2025, until further evaluation is finished and any necessary repairs to public property are completed.

Mayor Edwards asked if there were any questions from Councilmembers.

Mr. Campbell asked if there are any concerns about capacity in the Johnson Street garage with half of the Wharf lot closed. Ms. Beauregard stated that they have not heard about any issues so far. However, the situation does provide an interesting opportunity to take a closer look at the overall parking situation downtown.

Vice Mayor Arrowood clarified that the eastern side of the Wharf lot is safe for pedestrians, which Ms. Beauregard confirmed.

Mr. Campbell asked if everything from Middlebrook down to the Wharf has already been evaluated. Ms. Beauregard stated that it has.

Councilmembers had no further questions.

MATTERS FROM THE CITY MANAGER

Ms. Beauregard stated the work on the Sears Hill Bridge is ongoing and should be finished soon.

MATTERS FROM THE PUBLIC

Mayor Edwards read the following statement:

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

Randolph Bertin, 211 Hendren Avenue, discussed the Lewis Creek Watershed Advisory Committee and the benefits of daylighting the creek under the Wharf.

Lou Ann Lunch, 1198 Pinehurst Road, provided some information about the Office on Youth and urged Council to fully fund their budget request.

Hunter Gregory, Mary Baldwin University student, expressed concerns about the state of downtown crosswalks and asked Council to consider improvements to make them more accessible and safer for everyone.

There was no one else present wishing to speak.

D. Closed Meeting for (i) Consultation with Legal Counsel for Legal Advice Related to Property Ownership; and (ii) Discussion of the Award of Public Contracts for Engineering and Construction Services Where Discussion in an Open Meeting Would Adversely Affect the Bargaining Position or Negotiating Strategy of the City of Staunton

Mr. Overholtzer moved to enter a closed meeting for (i) consultation with legal counsel from the City Attorney for legal advice related to real property ownership pursuant to Virginia Code §2.2-3711(A)(8); and (ii) discussion of the award of a city contract for engineering and construction services where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the City of Staunton.

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

Mr. Overholtzer	aye	Mr. Shepherd	aye
Ms. Park	aye	Vice Mayor Arrowood	aye
Mr. Campbell	aye	Mayor Edwards	aye
Ms. Woods	aye		

Ms. Woods moved that Council reconvene in an open meeting and certify to the best of each member's knowledge that only lawfully exempted public business matters were discussed and that only public business matters as identified in the closed meeting motion were heard, discussed, or considered in the meeting.

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

Ms. Park	aye	Mr. Overholtzer	aye
Mr. Shepherd	aye	Vice Mayor Arrowood	aye
Ms. Woods	aye	Mayor Edwards	aye
Mr. Campbell	aye		

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 9:01 p.m.

Kiley A. Kesecker
Clerk of Council

CITY COUNCIL**AGENDA BRIEFING**

Staunton, VA

Meeting Date:	March 27, 2025	Leslie Beauregard City Manager Jessie Moyers Chief Finance Officer
Item #	B	
Department:	City Manager’s Office Finance	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence; Integrity; Inclusion & Equity; Engagement; Environmentally Conscious Strategic Area: Infrastructure; Economic Development; Responsive, Efficient Government; West End; Built Environment	
Subject:	Presentation of Proposed FY 2026 Budget	

Background: The City Manager will present details of the FY 2026 Proposed Budget to City Council during the regular meeting. This presentation will be the official kick off to a series of public hearings and work sessions that will result in the scheduled consideration to adopt the FY 2026 Operating and Capital Budget on April 24, 2025. City Council will be presented with the budget document on Thursday, and all materials will be posted on the City's website at <https://www.ci.staunton.va.us/departments/finance/city-budget> following the presentation.

FY 2026 Work Session and Public Hearing Schedule

- March 27 Presentation of the FY 2026 Proposed Budget – 7:00 p.m.
Public Hearing of Effective Real Property Tax Rate Increase (following budget presentation)
- April 3 Special Meeting - Budget Work Session – 5:00 p.m.
- April 10 Budget Work Session (Joint with City Schools followed by City Only)– 5:00 p.m.
Public Hearing of FY 2026 Proposed Budget – 7:00 p.m.
- April 24 Budget Work Session – 5:00 p.m.
Consideration of the FY 2026 Adopted Operating and Capital Budget – 7:00 p.m.

Attachments: Not applicable.

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	March 27, 2025	Leslie Beauregard City Manager Jessie Moyers Chief Finance Officer Douglas Flinn City Assessor
Item #	C	
Department:	City Manager Finance Department City Assessor	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence; Integrity; Inclusion & Equity; Engagement; Environmentally Conscious Strategic Area: Infrastructure; Economic Development; Responsive, Efficient Government; West End; Built Environment	
Subject:	Public Hearing of Effective Real Property Tax Rate Increase	

Background: The City Assessor's Office has completed the 2025 general reassessment for the City. The Code of Virginia requires that all properties within a locality be assessed at 100% of their fair market value.

The total assessed value of all real property in the City equals \$3,873,677,696, an increase of 14.75% over 2023. The taxable assessed value, \$3,386,756,781, increased 16.7% over 2023. Total property values, excluding assessments due to new construction or improvements, increased 14.72% over 2023. As required by § 58.1-3321 of the Code of Virginia, because the reassessment would result in an increase of 1% or more in the total real property tax levied, City Council must conduct a public hearing at which it receives public comment concerning the "effective tax rate increase." This public hearing is in addition to a public hearing on the proposed budget, which will take place on April 10, 2025.

The same state code provision specifically dictates the contents of the notice of public hearing to be published and requires that, among other details, the notice state the lowered tax rate necessary to offset the effect of the increased assessment (\$0.78 per \$100 assessed value) whether or not the governing body intends to consider the adoption of such a lowered tax rate.

The current real property tax rate is \$0.89 per \$100 assessed value. However, the City Manager published the attached notice and will be presenting a proposed budget based on a real property tax rate of \$0.91 per \$100 assessed value. The attached notice, prepared to fulfill all of the statutory requirements, was published in *The News Leader* on February 25, 2025.

The real property tax rate of \$.91 per \$100 assessed value was originally advertised with the intention of giving City Council the most flexibility to build a budget that continues to provide a level of city services that Staunton residents are accustomed to receive, react to the many fiscal unknowns that could impact the Fiscal Year 2026 budget, including the potential loss of federal funds, and give Council a path to support and fund important strategic initiatives.

However, recent events have demonstrated that those additional funds are more critical than ever and can build a path to address ongoing city infrastructure maintenance needs, starting with work that is required in the tunnels that run underneath downtown. As was reported at the March 13, 2025 City Council meeting, the City of Staunton contracted with the engineering firm, Wiley|Wilson, to perform a tunnel survey and structural evaluation, exploring the conditions where Gum Spring Branch (often referred to as Peyton Creek) and Lewis Creek run underground. The structural evaluation is not yet complete. However, at this stage, engineers are concerned with the structural integrity of the tunnel in several specific areas, primarily around the Wharf. At their recommendation and out of an abundance of caution, the city decided to limit vehicular traffic above those sections of the tunnel starting on Friday, March 7, 2025 until further evaluation is finished and any necessary repairs to public property are completed. An update was given at the March 13, 2025 City Council meeting which can be found [here](#).

Wiley|Wilson continues to explore options on how repairs to the tunnel should be immediately addressed. Those costs remain unknown. And, the evaluation is not yet complete which could reveal additional areas of concern, meaning additional costs. Longer term, this is an opportunity for the city to start to consider more aggressive flood mitigation efforts as it relates to the creeks and tunnels that are underneath a core economic and business district. The additional funds afforded by the tax rate increase will provide City Council the most flexibility to address these issues, without taking away from other important capital projects or city services.

No action is required of Council after the public hearing. Council will determine the real property tax rate on April 24, 2025 when the FY 2026 budget ordinance is scheduled for consideration.

Attachments: Notice of Proposed Real Property Tax Increase and Public Hearing

City Manager's Recommendation: Recommend City Council conduct the public hearing.

Suggested Motion: Not applicable.

City Manager: Leslie Beauregard

CITY OF STAUNTON NOTICE OF PROPOSED REAL PROPERTY TAX INCREASE AND PUBLIC HEARING

Consistent with Virginia Code Section 58.1-3321, the City of Staunton proposes to increase property tax levies.

1. **Assessment Increase:** Total assessed value of real property, excluding additional assessments due to new construction or improvements to property, exceeds last year's total assessed value of real property by fourteen and seven tenths (14.7) percent.

2. **Lowered Rate Necessary to Offset Increased Assessment:** The tax rate which would levy the same amount of real estate tax as last year, when multiplied by the new total assessed value of real estate with the exclusions mentioned above, would be \$0.78 per \$100.00 assessed value. This rate will be known as the "lowered tax rate."

3. **Effective Rate Increase:** The City of Staunton proposes to adopt a tax rate of \$0.91 per \$100 of assessed value (which would be a maximum). The difference between the lowered tax rate and the proposed rate would be \$0.13 per \$100 assessed value, or sixteen and six tenths (16.6) percent. This difference will be known as the "effective tax rate increase."

Individual property taxes may, however, increase at a percentage greater than or less than the above percentage.

4. **Proposed Total Budget Increase:** Based on the proposed real property tax rate and changes in other revenues, the total budget of the City of Staunton will exceed last year's budget by eight and three tenths (8.3) percent.

A public hearing on the proposed increase will be held on March 27, 2025, 7:00 p.m., local time, in the Rita S. Wilson Council Chambers, 1st Floor, City Hall, 116 West Beverley Street, Staunton, Virginia. All persons wishing to be heard at the public hearings are invited to attend. The public may also participate in the public hearings by Zoom, or by phone. Specific instructions to participate by Zoom or by phone can be found at: www.staunton.va.us/council.

Those interested in listening to the meeting may do so via live stream from the City's website or by listening to the public access television Channel (Comcast Channel 7). The public may also provide comments to City Council by (i) emailing the Clerk of Council at: keseckerka@ci.staunton.va.us, or (ii) calling 540.332.3810. Voice mail messages are acceptable. Hearing impaired persons desiring to participate in the public hearings should contact the Clerk of Council by email at keseckerka@ci.staunton.va.us, to request an interpreter.

The foregoing provisions of Virginia Code Section 58.1-3321 shall not be applicable to the assessment of public service corporation property by the State Corporation Commission.

Notwithstanding other provisions of general or special law, the tax rate for taxes due on or before June 30 of each year may be fixed on or before May 15 of that tax year.

Kiley Kesecker
Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	March 27, 2025	John C. Blair, II City Attorney Leslie M. Beauregard City Manager
Item #	D	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsive, Efficient Government	
Subject:	Consideration of Augusta County Landfill Leases	

Background: In 1999, Augusta County, Staunton, and Waynesboro created the Augusta County Landfill. The localities executed two documents: an Agreement establishing the operational terms of the property and a Trust Agreement in which the landfill real estate was placed in a trust to be governed by Trustees.

The Trustees of the Augusta County Landfill are the Augusta County Administrator and the Staunton and Waynesboro City Managers. The Trustees manage the landfill in accordance with the Agreement and Trust Agreement.

At a recent meeting, the Trustees were presented with two potential leases of Augusta County Landfill property. The leases are for approximately 116 acres and 76 acres to be used as pastureland for two year terms with renewal options for three additional years.

The proposed lease prices are above the market value of the Virginia State Land Evaluation Advisory Council's proposed land use value of \$25.50 per year per acre for pastureland located in Augusta County, Virginia. The Schooley Lease is for \$3,400 per year for 76.57 acres and the Hershberger Lease is for \$5,100 per year for 116.83 acres. The Trustees have discussed the proposed leases and are in favor of executing them.

The Agreement requires that the governing bodies of Augusta County, Staunton, and Waynesboro provide permission for the Trustee's to lease the Trust's land.

Attachments:

Attachment 1-Proposed Lease to Charles Schooley
Attachment 2-Proposed Lease to Jesse Hershberger

City Manager's Recommendation: Authorize the Augusta County Landfill Trustees to execute the leases as presented.

Suggested Motion: I move to permit the Augusta County Landfill Trustees to execute the leases to Charles Schooley and Jesse Hershberger as presented.

City Manager: Leslie Beauregard

LEASE AGREEMENT OF FARM LAND

This **Lease Agreement of Farm Land** ("Lease"), which supersedes any and all previous agreements, is made effective this 1st day of January 2025 ("Effective Date"), by and among Timothy Fitzgerald, Administrator of the County of Augusta, a political subdivision of the Commonwealth of Virginia; Leslie M. Beauregard, City Manager of the City of Staunton, a municipal corporation of the Commonwealth of Virginia; and Michael G. Hamp, II, City Manager of the City of Waynesboro, a municipal corporation of the Commonwealth of Virginia, in their joint capacities as successor **Trustees of the Augusta County Landfill Land Trust** under a certain Trust Agreement dated September 21, 1999 ("Lessor"); and **Charles Schooley** ("Lessee"), and the **Augusta County Service Authority, d/b/a Augusta Water**, a public body politic and corporate and a political subdivision of the Commonwealth of Virginia, operating in accordance with the Virginia Water and Waste Authorities Act, §§ 15.2-5100 *et seq.*, Code of Virginia (1950, as amended) ("Lessor's Agent"),

1.0 GENERAL:

Lessor hereby leases to Lessee use of the following described property located in Augusta County, Virginia, designated as a portion of Tax Map Parcel 65-40, containing 76.579 acres (the "Leased Premises"), (as shown on a drawing entitled, "Exhibit Showing Lease Area over a Portion of Tax Map Parcel 65-40 Currently in the Name of the Trustees of the Augusta County Landfill Land Trust," a copy of which is attached hereto as Exhibit A).

2.0 REQUIREMENTS:

- 2.1 **Usages for Leased Premises:** Except when agreed otherwise by Lessee and Lessor's Agent in writing, Lessee's use of the Leased Premises shall be exclusively for the **pasturing of livestock and crop production on currently tillable land**. Hunting, shooting, or any recreational activities on the Leased Premises by any persons, including Lessee, are expressly prohibited. Changing grades/drainage, creating ponds, and burying any materials of any kind, including stumps/trees, on the Leased Premises is also prohibited.
- 2.2 **Access:** The Leased Premises' access is the Lessee's responsibility to obtain in writing from any adjoining property owner. Such written permission must be provided to Lessor's Agent prior to the use of the Leased Premises.
- 2.3 **General Maintenance:** During the term of this Lease, Lessee specifically agrees to:
 - 2.3.1 Exercise reasonable thistle and other noxious weed control in all pastures within the Leased Premises as advised by the Augusta County Extension Agent.
 - 2.3.2 Maintain in good repair all fences within and/or surrounding the Leased Premises.
 - 2.3.3 Exercise reasonable measures of erosion control on the Leased Premises.

- 2.4 Husbandry: Lessee shall cultivate, fertilize and manage the Leased Premises in a husbandry like manner, according to the most recently approved course of husbandry in order to conserve the Leased Premises.
- 2.5 Herbicides, Pesticides, Fungicides, Fertilizer, Fuel, and Hazardous Materials: Lessee shall follow all Environmental Protection Agency and other applicable governmental regulations and guidelines, as to the labeling, use, and disposal of fungicides, herbicides, pesticides, and fertilizers. Lessee shall not allow any hazardous waste, including, but not limited to, petroleum products, to be stored, used or placed on or in the Leased Premises or in or near any adjoining waterways. Lessee shall immediately notify Lessor's Agent in the event of spillage or leakage of any fungicide, herbicide, pesticide, fertilizer, petroleum product or hazardous substance, material or waste on the premises. Lessee shall not place any underground or aboveground storage tanks or containments on the Leased Premises.
- 2.6 Spillage or Leakage: In the event of the spillage or leakage of any fungicides, herbicides, pesticides, fertilizers, petroleum products or hazardous materials, substances or waste on the Leased Premises caused by Lessee or Lessee's employees, agents or invitees, Lessee shall immediately clean-up said spillage or leakage and restore the premises to its prior condition at Lessee's own expense. Proper removal by a licensed hazardous waste or oil spill contractor may be required at the discretion of and at no cost to Lessor or Lessor's Agent.
- 2.7 Material and Labor: All expenses for materials or labor incurred in the pasturing and crop production of the Leased Premises and the fulfillment of Lessee's responsibilities under this Lease shall be the sole responsibility of Lessee. Lessee will fence off, at Lessee's expense, and maintain such fences to prevent entry by Lessee's livestock or equipment from areas outside of the Leased Premises.
- 2.8 Reservation of Rights by Lessor and/or Lessor's Agent:
- 2.8.1 Lessor and Lessor's Agent reserve the right at any time for themselves, their respective agents, employees, subcontractors and assigns, to enter upon the Leased Premises and retake possession of all or part of the Leased Premises for purposes related to the operation of Lessor's landfill, including, but not necessarily limited to, the excavation and removal of materials for use in the landfill. In the event of such retaking of possession, the Lease Payment shall be prorated at the stated amount identified herein on a per acre/per year basis and Lessor's Agent shall remit any prepaid portion, prorated, to Lessee effective from the date of retaking possession.

- 2.8.2** Lessor and Lessor's Agent also reserve the right to enter the Leased Premises at any time and to consult with Lessee. If Lessor or Lessor's Agent is required to make repairs or improvements to maintain fencing, roadways, or gates on the Leased Premises, after consultation with Lessee and after an agreed upon time to effect said repairs, Lessor's Agent will perform and bill Lessee for such repairs, inclusive of labor and materials.
- 2.9** Assignment and Subletting: This Lease shall not be sold, assigned, or in any manner transferred or encumbered by Lessee, nor shall the Leased Premises or any part thereof be sublet without Lessor's prior written consent, which may be withheld in the full discretion of Lessor.
- 2.10** No Partnership: This Lease shall not be deemed to give rise to a partnership, and no party to this Lease shall have the authority to obligate any other party without such other party's written consent.
- 2.11** Term: The initial lease term shall be for a two-year period commencing January 1, 2025, and ending December 31, 2026.
- 2.11.1** Option to Renew: This Lease shall automatically renew for additional one-year terms, up to a maximum of three automatic renewals, unless written notice of termination is provided by either Lessor or Lessee no less than ninety days prior to the then-pending termination date.
- In the absence of a new lease agreement, this Lease will terminate as of December 31, 2029.
- 2.12** Payment: Lessee shall annually pay to Lessor's Agent Three Thousand Four Hundred Dollars (\$3,400.00) as Lease Payment no later than January 1st of each year of the Lease. The first Lease Payment will be due January 1, 2025. Upon each automatic renewal, the Lease Payment shall increase by five percent (5%).
- 2.13** Return of Land to Condition: Upon the termination of this Lease for any reason, Lessee, at Lessee's sole expense, shall to the extent reasonably practical return the Leased Premises to substantially the condition existing as of the Effective Date excepting general maintenance performed by Lessee pursuant to Section 2.3 or actions taken by Lessor or Lessor's Agent pursuant to Section 2.8.
- 2.14** Default: If Lessee fails to observe or perform any of the conditions or covenants of this Lease, and such default continues for fifteen (15) days after receipt of a written notice from Lessor's Agent, Lessor shall have the right to declare Lessee in default of this Lease and terminate this Lease for cause. This termination shall be delivered to Lessee in writing.

Upon termination for cause, Lessee shall restore the Leased Premises as required under Section 2.13. In the event that Lessee fails to perform such required restoration of the Leased Premises within thirty (30) days of the effective date of such termination or within such time as otherwise agreed upon in writing between Lessee and Lessor's Agent, Lessor's Agent may restore the Leased Premises to substantially the condition existing as of the Effective Date utilizing the remaining prepaid Lease Payment. Lessee shall be responsible for any restoration costs incurred by Lessor's Agent in excess of the remaining Lease Payment. No refund of any portion of the Lease Payment shall be made.

Lessee shall have fifteen (15) days from the effective date of termination for cause by Lessor to remove all livestock, crops, and equipment. Any property remaining after the fifteen (15) days shall be deemed the property of Lessor.

- 2.15 Indemnification:** Lessee shall assume all liability for any injury or damage that may arise on or about the Leased Premises for whatever reason, or may be caused by the negligence of Lessee or his employees, agents, or invitees. Lessee shall indemnify Lessor and/or Lessor's Agent against all claims filed or made by third parties so injured or damaged and shall reimburse Lessor and/or Lessor's Agent for any legal fees and/or costs incurred in defense of any such claim.
- 2.16 Certificate of Insurance for Liability:** By January 31st of each year and within 30 days of the execution date of this Lease, Lessee shall supply to Lessor's Agent a proof of liability insurance with a single occurrence minimum of \$2,000,000, in a form acceptable to Lessor's Agent, with Lessor and Lessor's Agent named as additional insureds. In addition, if Lessee hires employees, independent contractors, or seasonal workers to perform work on the Leased Premises. Lessee shall supply to Lessor's Agent a proof of workers' compensation insurance with limits no less than the statutory minimums under Virginia law. Such proofs of insurance shall require notice to Lessor's Agent in the event of non-payment of premium, non-renewal of policies, or any lapse in coverage during any term of the Lease. Failure to provide such notices of insurance within 30 days of notice of lapse in coverage will immediately terminate this Lease without proration.

In Witness whereof, the parties have signed this Lease effective as of January 1, 2025.

[SIGNATURE PAGES FOLLOW]

For Lessor:

THE AUGUSTA COUNTY LANDFILL LAND TRUST,
under a certain Trust Agreement dated September 21, 1999

TIMOTHY FITZGERALD, Successor Trustee

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF _____ to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Timothy Fitzgerald, a Successor Trustee to THE AUGUSTA COUNTY LANDFILL LAND TRUST, under a certain Trust Agreement dated September 21, 1999, who personally appeared before me in the aforesaid jurisdiction and did acknowledge that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed for the purposes herein contained.

Notary Public
Registration No. _____

My Commission Expires: _____
(SEAL)

THE AUGUSTA COUNTY LANDFILL LAND TRUST,
under a certain Trust Agreement dated September 21, 1999

LESLIE M. BEAUREGARD, Successor Trustee

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF _____ to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Leslie M. Beauregard, a Successor Trustee to THE AUGUSTA COUNTY LANDFILL LAND TRUST, under a certain Trust Agreement dated September 21, 1999, who personally appeared before me in the aforesaid jurisdiction and did acknowledge that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed for the purposes herein contained.

Notary Public

Registration No. _____

My Commission Expires: _____
(SEAL)

THE AUGUSTA COUNTY LANDFILL LAND TRUST,
under a certain Trust Agreement dated September 21, 1999

MICHAEL G. HAMP, II, Successor Trustee

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF _____ to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Michael G. Hamp, II, a Successor Trustee to THE AUGUSTA COUNTY LANDFILL LAND TRUST, under a certain Trust Agreement dated September 21, 1999, who personally appeared before me in the aforesaid jurisdiction and did acknowledge that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed for the purposes herein contained.

Notary Public

Registration No. _____

My Commission Expires: _____
(SEAL)

For Lessee:

CHARLES SCHOOLEY

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF _____ to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Charles Schooley, who personally appeared before me in the aforesaid jurisdiction and did acknowledge that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed for the purposes herein contained.

Notary Public

Registration No. _____

My Commission Expires: _____
(SEAL)

For Lessor's Agent:

AUGUSTA COUNTY SERVICE AUTHORITY,
D/B/A AUGUSTA WATER

By: _____
Phillip A. Martin, Executive Director

COMMONWEALTH OF VIRGINIA,

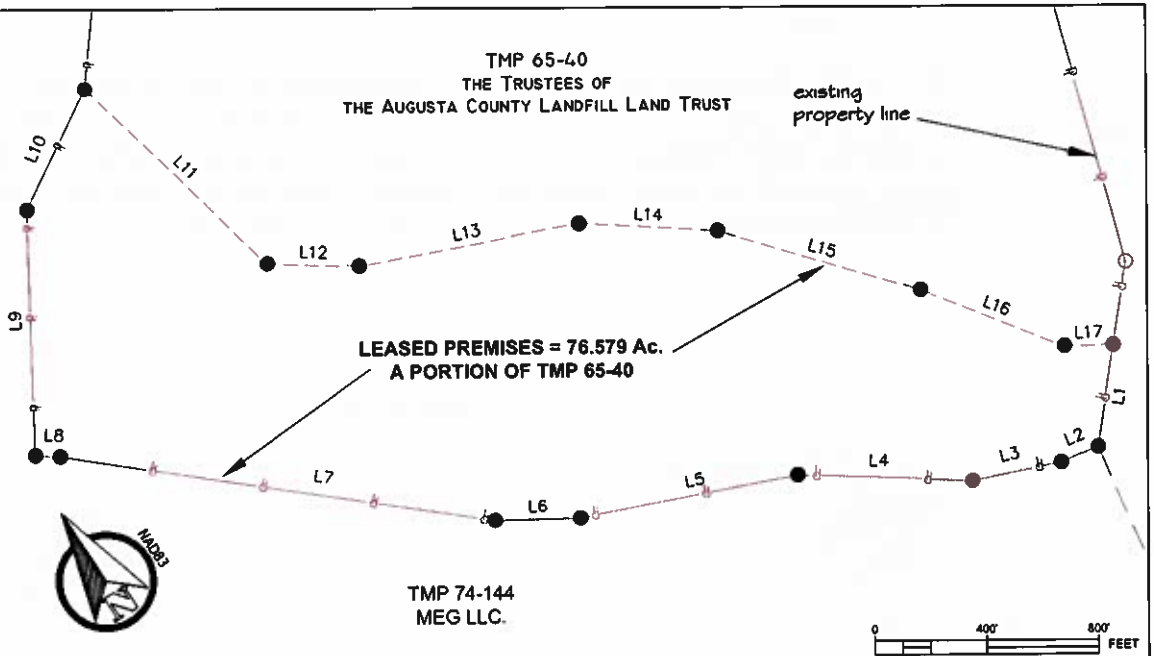
CITY/COUNTY OF _____ to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Phillip A. Martin, Executive Director, Augusta County Service Authority, d/b/a Augusta Water, who personally appeared before me in the aforesaid jurisdiction and did acknowledge that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed for the purposes herein contained.

Notary Public
Registration No. _____

My Commission Expires: _____
(SEAL)

Parcel Line Table Field Surveyed		
Line #	Length	Direction
L1	368.86'	S41° 47' 58"W
L2	142.82'	N79° 44' 01"W
L3	321.76'	N68° 46' 54"W
L4	623.72'	N55° 14' 20"W
L5	792.69'	N68° 38' 57"W
L6	303.46'	N58° 41' 31"W
L7	1571.74'	N48° 27' 07"W
L8	87.66'	N54° 30' 51"W
L9	875.78'	N31° 01' 11"E
L10	485.00'	N58° 14' 49"E
L11	903.80'	S13° 01' 18"E
L12	329.18'	S55° 35' 58"E
L13	798.06'	S67° 51' 19"E
L14	493.69'	S54° 00' 51"E
L15	753.41'	S40° 47' 59"E
L16	552.98'	S35° 46' 12"E



AUGUSTA
water
WATER • WASTEWATER • LANDFILL
18 Government Center Lane
P.O. Box 859
Verona, Virginia 24482
(540)245-5687

NOTES:
1) THIS EXHIBIT IS COMPILED FROM EXISTING DOCUMENTS, PLATS OF RECORD, AND FIELD OBSERVATION.
2) THIS EXHIBIT IN NO WAY CONSTITUTES AN ACCURATELY LOCATED BOUNDARY SURVEY.
3) THIS EXHIBIT WAS PRODUCED WITHOUT A TITLE REPORT, ADDITIONAL EASEMENTS/ENCUMBRANCES ARE NOT SHOWN.
4) SHADED AREA = EASEMENT AREA

EXHIBIT SHOWING LEASE AREA
OVER A PORTION OF TAX MAP PARCEL 65-40
CURRENTLY IN THE NAME OF THE TRUSTEES OF
THE AUGUSTA COUNTY LANDFILL LAND TRUST

1"=400' - JANUARY 28, 2025

LEASE AGREEMENT OF FARM LAND AND BUILDINGS

This Lease Agreement of Farm Land and Buildings ("Lease"), which supersedes any and all previous agreements, is made effective this 1st day of January 2025 ("Effective Date"), by and among Timothy Fitzgerald, Administrator of the County of Augusta, a political subdivision of the Commonwealth of Virginia; Leslie M. Beauregard, City Manager of the City of Staunton, a municipal corporation of the Commonwealth of Virginia; and Michael G. Hamp, II, City Manager of the City of Waynesboro, a municipal corporation of the Commonwealth of Virginia, in their joint capacities as successor Trustees of the Augusta County Landfill Land Trust under a certain Trust Agreement dated September 21, 1999 ("Lessor"); and Jesse Hershberger ("Lessee"), and the Augusta County Service Authority, d/b/a Augusta Water, a public body politic and corporate and a political subdivision of the Commonwealth of Virginia, operating in accordance with the Virginia Water and Waste Authorities Act, §§ 15.2-5100 *et seq.*, Code of Virginia (1950, as amended) ("Lessor's Agent"),

1.0 GENERAL:

Lessor hereby leases to Lessee use of the following described property located in Augusta County, Virginia, designated as a portion of Tax Map Parcel 74-141, containing approximately 116.83 acres± (the "Leased Premises"), (as shown on a drawing entitled, "Exhibit Showing Lease Area over a Portion of Tax Map Parcel 74-141 Currently in the Name of the Trustees of the Augusta County Landfill Land Trust," a copy of which is attached hereto as Exhibit A). The Leased Premises includes four buildings which shall also be available for use by Lessee.

2.0 REQUIREMENTS:

- 2.1 Usages for Leased Premises: Except when agreed otherwise by Lessee and Lessor's Agent in writing, Lessee's use of the Leased Premises shall be exclusively for the pasturing of livestock and crop production on currently tillable land. Hunting, shooting, or any recreational activities on the Leased Premises by any persons, including Lessee, are expressly prohibited. Changing grades/drainage, creating ponds, and burying any materials of any kind, including stumps/trees, on the Leased Premises is also prohibited.
- 2.2 Access: The Leased Premises may be accessed from any point where Lessee's current property (Tax Map Parcel 74-142) adjoins the Leased Premises at locations where there are currently existing gates/breaks in fencing. Any fence alterations must be approved by Lessor's Agent. The 16' Augusta Water Right of Way noted on Exhibit A cannot be utilized by Lessee without separate written permission of the owner of Tax Map Parcel 75-4A or successor. Such written permission must be provided to Lessor's Agent prior to use of existing access road on 16' Augusta Water Right of Way. If such permission is granted, the existing access road must be maintained in its present condition by Lessee.
- 2.3 Perimeter Road: The Perimeter Road, as shown on Exhibit A, is available for use by Lessee but is not part of the Leased Premises. The Perimeter Road must be maintained in its present condition by Lessee and shall not be blocked by any debris and/or equipment.

- 2.4 General Maintenance:** During the term of this Lease, Lessee specifically agrees to:
- 2.4.1** Exercise reasonable thistle and other noxious weed control in all pastures within the Leased Premises as advised by the Augusta County Extension Agent.
 - 2.4.2** Maintain in good repair all fences and buildings within and/or surrounding the Leased Premises.
 - 2.4.3** Exercise reasonable measures of erosion control on the Leased Premises.
- 2.5 Husbandry:** Lessee shall cultivate, fertilize and manage the Leased Premises in a husbandry like manner, according to the most recently approved course of husbandry in order to conserve the Leased Premises.
- 2.6 Herbicides, Pesticides, Fungicides, Fertilizer, Fuel, and Hazardous Materials:** Lessee shall follow all Environmental Protection Agency and other applicable governmental regulations and guidelines, as to the labeling, use, and disposal of fungicides, herbicides, pesticides, and fertilizers. Lessee shall not allow any hazardous waste, including, but not limited to, petroleum products, to be stored, used or placed on or in the Leased Premises or in or near any adjoining waterways. Lessee shall immediately notify Lessor's Agent in the event of spillage or leakage of any fungicide, herbicide, pesticide, fertilizer, petroleum product or hazardous substance, material or waste on the premises. Lessee shall not place any underground or aboveground storage tanks or containments on the Leased Premises.
- 2.7 Spillage or Leakage:** In the event of the spillage or leakage of any fungicides, herbicides, pesticides, fertilizers, petroleum products or hazardous materials, substances or waste on the Leased Premises caused by Lessee or Lessee's employees, agents or invitees, Lessee shall immediately clean-up said spillage or leakage and restore the premises to its prior condition at Lessee's own expense. Proper removal by a licensed hazardous waste or oil spill contractor may be required at the discretion of and at no cost to Lessor or Lessor's Agent.
- 2.8 Material and Labor:** All expenses for materials or labor incurred in the pasturing and crop production of the Leased Premises and the fulfillment of Lessee's responsibilities under this Lease shall be the sole responsibility of Lessee. Lessee will fence off, at Lessee's expense, and maintain such fences to prevent entry by Lessee's livestock or equipment from areas designated by Lessor or Lessor's Agent as riparian plantings for VDEQ-required wetlands compensation as further identified in Section 2.9, below.
- 2.9 Conservation Easement Areas:** *A Declaration of Restrictions of Augusta County Landfill Land Trust*, dated December 4, 2009, is recorded in the Circuit Court Clerk's Office of Augusta County, Virginia as Instrument Number 090012340 (a copy of which is attached hereto as Exhibit B). This Declaration sets out the Virginia Department of Environmental Quality (VDEQ) requirements to maintain the Conservation Easement Areas as shown on the plats (Plat Book 1, Pages 7685-7689) attached to the aforesaid instrument.

Lessee shall prevent livestock or equipment from entering the Conservation Easement Areas and damaging the riparian plantings. If any damage from Lessee's livestock or equipment occurs, Lessee is responsible for reimbursing Lessor and/or Lessor's Agent for the full replacement costs of the damaged riparian plantings.

2.10 Reservation of Rights by Lessor and/or Lessor's Agent:

2.10.1 Lessor and Lessor's Agent reserve the right at any time for themselves, their respective agents, employees, subcontractors and assigns, to enter upon the Leased Premises and retake possession of all or part of the Leased Premises for purposes related to the operation of Lessor's landfill, including, but not necessarily limited to, the excavation and removal of materials for use in the landfill. In the event of such retaking of possession, the Lease Payment shall be prorated at the stated amount identified herein on a per acre/per year basis and Lessor's Agent shall remit any prepaid portion, prorated, to Lessee effective from the date of retaking possession.

2.10.2 Lessor and Lessor's Agent also reserve the right to enter the Leased Premises at any time and to consult with Lessee. If Lessor or Lessor's Agent is required to make repairs or improvements to maintain fencing, roadways, buildings or gates on the Leased Premises, after consultation with Lessee and after an agreed upon time to effect said repairs, Lessor's Agent will perform and bill Lessee for such repairs, inclusive of labor and materials.

2.11 Assignment and Subletting: This Lease shall not be sold, assigned, or in any manner transferred or encumbered by Lessee, nor shall the Leased Premises or any part thereof be sublet without Lessor's prior written consent, which may be withheld in the full discretion of Lessor.

2.12 No Partnership: This Lease shall not be deemed to give rise to a partnership, and no party to this Lease shall have the authority to obligate any other party without such other party's written consent.

2.13 Term: The initial lease term shall be for a two-year period commencing January 1, 2025, and ending December 31, 2026.

2.13.1 Option to Renew: This Lease shall automatically renew for additional one-year terms, up to a maximum of three automatic renewals, unless written notice of termination is provided by either Lessor or Lessee no less than ninety days prior to the then-pending termination date.

In the absence of a new lease agreement, this Lease will terminate as of December 31, 2029.

2.14 Payment: Lessee shall annually pay to Lessor's Agent Five Thousand One Hundred Dollars (\$5,100.00) as Lease Payment no later than January 1st of each

year of the Lease. The first Lease Payment will be due January 1, 2025. Upon each automatic renewal, the Lease Payment shall increase by five percent (5%).

- 2.15 Return of Land to Condition:** Upon the termination of this Lease for any reason, Lessee, at Lessee's sole expense, shall to the extent reasonably practical return the Leased Premises to substantially the condition existing as of the Effective Date excepting general maintenance performed by Lessee pursuant to Section 2.4 or actions taken by Lessor or Lessor's Agent pursuant to Section 2.10.
- 2.16 Default:** If Lessee fails to observe or perform any of the conditions or covenants of this Lease, and such default continues for fifteen (15) days after receipt of a written notice from Lessor's Agent, Lessor shall have the right to declare Lessee in default of this Lease and terminate this Lease for cause. This termination shall be delivered to Lessee in writing.

Upon termination for cause, Lessee shall restore the Leased Premises as required under Section 2.15. In the event that Lessee fails to perform such required restoration of the Leased Premises within thirty (30) days of the effective date of such termination or within such time as otherwise agreed upon in writing between Lessee and Lessor's Agent, Lessor's Agent may restore the Leased Premises to substantially the condition existing as of the Effective Date utilizing the remaining prepaid Lease Payment. Lessee shall be responsible for any restoration costs incurred by Lessor's Agent in excess of the remaining Lease Payment. No refund of any portion of the Lease Payment shall be made.

Lessee shall have fifteen (15) days from the effective date of termination for cause by Lessor to remove all livestock, crops, and equipment. Any property remaining after the fifteen (15) days shall be deemed the property of Lessor.

- 2.17 Indemnification:** Lessee shall assume all liability for any injury or damage that may arise on or about the Leased Premises for whatever reason, or may be caused by the negligence of Lessee or his employees, agents, or invitees. Lessee shall indemnify Lessor and/or Lessor's Agent against all claims filed or made by third parties so injured or damaged and shall reimburse Lessor and/or Lessor's Agent for any legal fees and/or costs incurred in defense of any such claim.
- 2.18 Certificate of Insurance for Liability:** By January 31st of each year and within 30 days of the execution date of this Lease, Lessee shall supply to Lessor's Agent a proof of liability insurance with a single occurrence minimum of \$2,000,000, in a form acceptable to Lessor's Agent, with Lessor and Lessor's Agent named as additional insureds. In addition, if Lessee hires employees, independent contractors, or seasonal workers to perform work on the Leased Premises. Lessee shall supply to Lessor's Agent a proof of workers' compensation insurance with limits no less than the statutory minimums under Virginia law. Such proofs of insurance shall require notice to Lessor's Agent in the event of non-payment of premium, non-renewal of policies, or any lapse in coverage during any term of the Lease. Failure to provide such notices of insurance within 30 days of notice of lapse in coverage will immediately terminate this Lease without proration.

In Witness whereof, the parties have signed this Lease effective as of January 1, 2025.

For Lessor:

THE AUGUSTA COUNTY LANDFILL LAND TRUST,
under a certain Trust Agreement dated September 21, 1999

TIMOTHY FITZGERALD, Successor Trustee

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF _____ to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Timothy Fitzgerald, a Successor Trustee to THE AUGUSTA COUNTY LANDFILL LAND TRUST, under a certain Trust Agreement dated September 21, 1999, who personally appeared before me in the aforesaid jurisdiction and did acknowledge that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed for the purposes herein contained.

Notary Public

Registration No. _____

My Commission Expires: _____
(SEAL)

THE AUGUSTA COUNTY LANDFILL LAND TRUST,
under a certain Trust Agreement dated September 21, 1999

LESLIE M. BEAUREGARD, Successor Trustee

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF _____ to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Leslie M. Beauregard, a Successor Trustee to THE AUGUSTA COUNTY LANDFILL LAND TRUST, under a certain Trust Agreement dated September 21, 1999, who personally appeared before me in the aforesaid jurisdiction and did acknowledge that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed for the purposes herein contained.

Notary Public

Registration No. _____

My Commission Expires: _____
(SEAL)

THE AUGUSTA COUNTY LANDFILL LAND TRUST,
under a certain Trust Agreement dated September 21, 1999

MICHAEL G. HAMP, II, Successor Trustee

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF _____ to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Michael G. Hamp, II, a Successor Trustee to THE AUGUSTA COUNTY LANDFILL LAND TRUST, under a certain Trust Agreement dated September 21, 1999, who personally appeared before me in the aforesaid jurisdiction and did acknowledge that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed for the purposes herein contained.

Notary Public

Registration No. _____

My Commission Expires: _____
(SEAL)

For Lessee: JESSE HERSHBERGER

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF _____ to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Jesse Hershberger, who personally appeared before me in the aforesaid jurisdiction and did acknowledge that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed for the purposes herein contained.

Notary Public

Registration No. _____

My Commission Expires: _____
(SEAL)

For Lessor's Agent:

AUGUSTA COUNTY SERVICE AUTHORITY,
D/B/A AUGUSTA WATER

By: _____
Phillip A. Martin, Executive Director

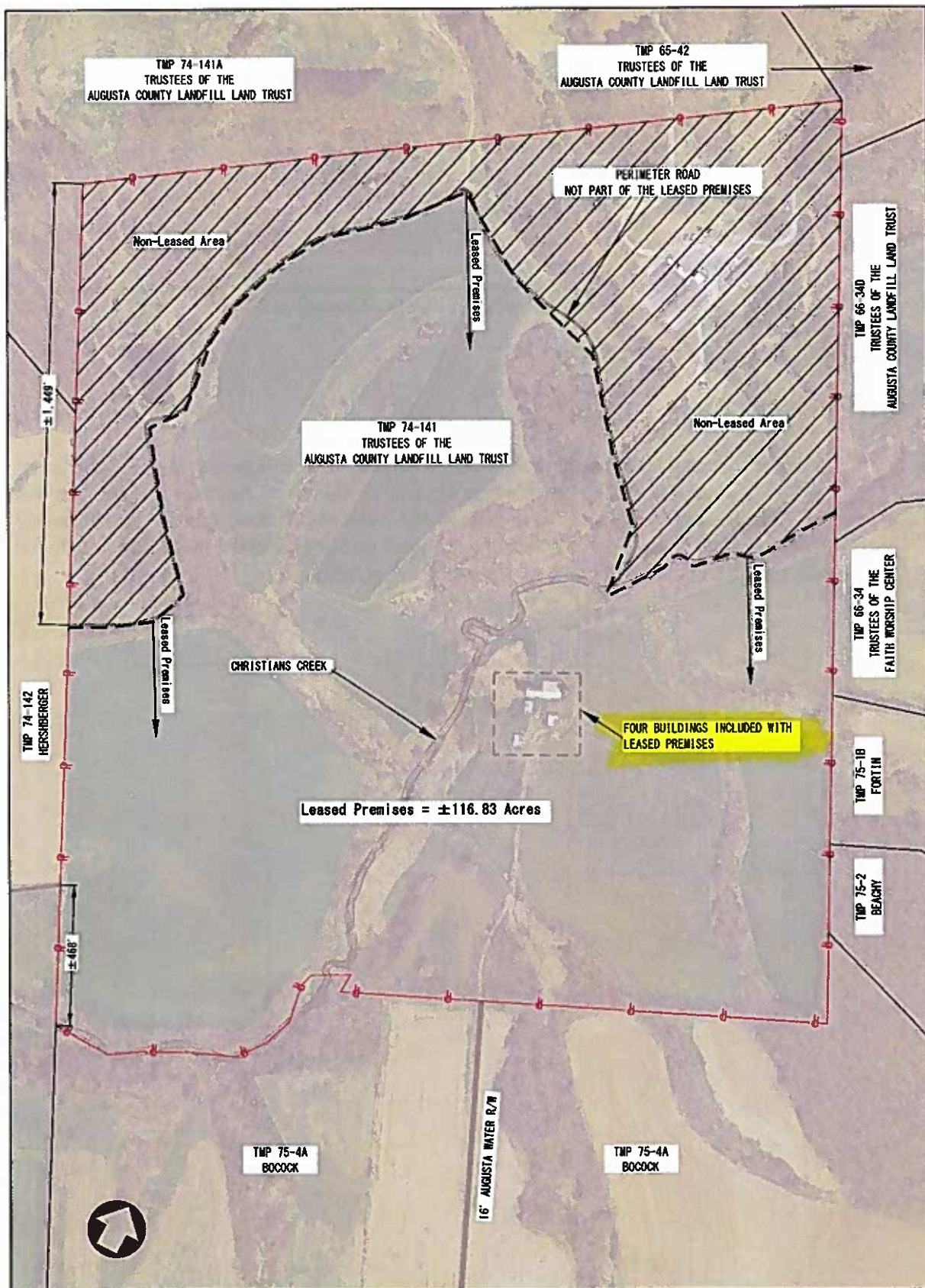
COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF _____ to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Phillip A. Martin, Executive Director, Augusta County Service Authority, d/b/a Augusta Water, who personally appeared before me in the aforesaid jurisdiction and did acknowledge that he signed, sealed and delivered the foregoing instrument as his voluntary act and deed for the purposes herein contained.

Notary Public
Registration No. _____

My Commission Expires: _____
(SEAL)



AUGUSTA
water

WATER • WASTEWATER • LANDFILL
18 Government Center Lane
P.O. Box 859
Verona, Virginia 24482
(540)245-5687

EXHIBIT A

EXHIBIT SHOWING
LEASE AREA OVER A PORTION OF
TAX MAP PARCEL 74-141
CURRENTLY IN THE NAME OF THE
TRUSTEES OF THE AUGUSTA COUNTY
LANDFILL LAND TRUST

AUGUSTA COUNTY, VIRGINIA
1" = 300' JANUARY 2, 2025

Exhibit B

090012340

PG0075 DEC-8 2

DECLARATION OF RESTRICTIONS

OF

Augusta County Landfill Land Trust
(Owner)
Augusta County, Virginia

THIS DECLARATION OF RESTRICTION COVENANTS is made this 4th day of December 2009, by Augusta County Landfill Land Trust, Owner.

WHEREAS, Trustees of the Augusta County Landfill Land Trust is the Owner of the Property more fully described on Exhibit A attached hereto; it being the same property conveyed to Trustees of the Augusta County Landfill Land Trust, by deed from Augusta County Board of Supervisors and City of Staunton, dated September 21, 1999, and duly recorded in the Clerk's Office of the County of Augusta, Instrument #990012724 and by deed from E. Allan Bocock, Jr., dated May 26, 2005, and duly recorded in the Clerk's Office of the County of Augusta, Instrument #050007131.

WHEREAS, Augusta County Landfill Land Trust desires to impose on said Property restrictive covenants expressing the Owner's intent to preserve 17.4788 acres of said property as shown on Sheets 1-5 and as described as Plat Showing Conservation Easement for the Property of Augusta County Landfill Land Trust in perpetuity in its natural state as detailed below. These covenants are imposed by Owner freely and voluntarily, in order to assure that the aquatic impacts pursuant to permit # 07-0609 shall be minimal.

NOW THEREFORE THIS DECLARATION WITNESSETH: Augusta County Landfill Land Trust does hereby declare, covenant and agree, for itself and its successors and assigns, that said Property described as Proposed Conservation Easement Areas shown on Sheets 1-5 shall be hereafter held, leased, transferred, and sold subject to the following conditions and restrictions which shall run with the land and be binding on all parties and persons claiming under them.

Covenants and Restrictions.

The Property described as Proposed Conservation Easement Areas shown on Sheets 1-5 attached hereto shall be preserved in perpetuity in its natural state, by prohibiting the following activities:

1. Destruction or alteration of the conservation area shown on Sheets 1-5 other than those alterations authorized by the Virginia Department of Environmental Quality (DEQ) under Permit Number 07-0609;

Plat Book 1 Pages 7685, 7686, 7687, 7688, 7689

2. Construction, maintenance or placement of any structures or fills including but not limited to buildings, mobile homes, fences, signs other than those which currently exist or are included in the approved mitigation plans. However, boardwalks, wildlife management structures, and unpaved foot trails may be placed within the preservation area provided that any such structure(s) permit(s) the natural movement of water and preserves the natural contour of the ground and subject to prior written approval by the DEQ;
3. Ditching, land clearing or discharge of dredge or fill material, including diking, damming, filling, excavating, grading, plowing, flooding/ponding, draining, mining, drilling, placing of trash and yard debris or removing/adding topsoil, sand, or other materials (except as may be necessary on a case-by-case basis with prior written approval by DEQ);
4. Permitting livestock to graze, inhabit or otherwise enter the preservation area.
5. Cultivating, harvesting, cutting, logging, and pruning of trees and plants, or using fertilizers and spraying with biocides (except as may be necessary on a case-by-case basis with prior approval by DEQ);

Amendment

The covenants contained herein shall not hereafter be altered in any respect without the express written approval and consent of the Owner or its successor in interest and the DEQ. The Owner or its successor may apply to the DEQ for vacation or modification of this declaration; however, after recording, these restrictive covenants may only be amended or vacated by a recorded document signed by the DEQ and the Owner or its successor in interest.

Compliance Inspections and Enforcement

The DEQ and its authorized agents shall have the right to enter and go upon the Property to inspect the Property and take actions necessary to verify compliance with these restrictive covenants. The restrictive covenants herein shall be enforceable by any proceeding at law or in equity or administrative proceeding by the DEQ. Failure by any agency (or owner) to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

Severability Provision

The provisions hereof shall be deemed individual and severable and the invalidity or partial invalidity or unenforceability of any one provision or any portion thereof shall not affect the validity or enforceability of any other provision thereof.

[SIGNATURE PAGES FOLLOW]

WITNESS the following signature the day and year first above written.

BY: P. J. Coffield

Patrick J. Coffield, Augusta County Administrator

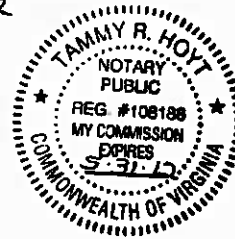
Commonwealth of Virginia, City/County of Augusta, to wit:

I, Tammy R. Hoyt a notary public for the state and city/county aforesaid, do certify that Patrick J. Coffield, Augusta County Administrator whose name was signed on December 4, 2009 in his capacity on that date to the foregoing document has acknowledged said document and signature before me in the city/county aforesaid.

Given under my hand and notarial seal this 4th day of December, 2009.

Tammy R. Hoyt
Notary Public

My commission expires May 31, 2012



WITNESS the following signature the day and year first above written.

BY: Stephen F. Owen
Stephen F. Owen, Staunton City Manager

Commonwealth of Virginia, City/County of Staunton, to wit:

I, Barbara S. Bell, a notary public for the state and city/county
aforesaid, do certify that Stephen F. Owen, Staunton City Manager whose name was
signed on December 4, 2009 in his capacity on that date to the
foregoing document has acknowledged said document and signature before me in the
city/county aforesaid.

Given under my hand and notarial seal this 4th day of
December, 2009.

Barbara S. Bell
Notary Public

My commission expires May 31, 2013.



WITNESS the following signature the day and year first above written.

BY: Michael G. Hamp II

Michael G. Hamp II, Waynesboro City Manager

Commonwealth of Virginia, City/County of Waynesboro, to wit:

I, Julia Bortle, a notary public for the state and city/county aforesaid, do certify that Michael G. Hamp II, Waynesboro City Manager, whose name was signed on December 4, 2009 in his capacity on that date to the foregoing document has acknowledged said document and signature before me in the city/county aforesaid.

Given under my hand and notarial seal this 4th day of December, 2009.

Julia Bortle
Notary Public

My commission expires

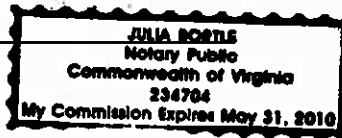


Exhibit A

Legal description of property as described on attached Sheets 1-5.

Plat Map and /or Legal description of preserved area. If plat is oversized it will be recorded separately. Sheets 1-5 contain a description that includes the reference to the Plat Book and Page number where the plat is recorded.

INSTRUMENT #090012340
RECORDED IN THE CLERK'S OFFICE OF
AUGUSTA COUNTY ON
DECEMBER 8, 2009 AT 12:48PM

JOHN B. DAVIS, CLERK
RECORDED BY: JWD

Doc. 090013340

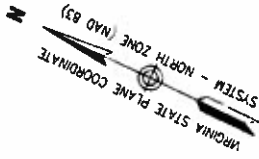
PB 1 PG 7686

CONSERVATION EASEMENT AREA=165264 / 3.0001 ACRES

CURVE TABLE					
CURVE	LENGTH	RADIUS	TANGENT	BEARING	CHORD
C1	224.88	388.38	118.48	S24°38'37"E	219.25
C2	180.28	272.44	93.59	S85°53'41"E	177.02

N/F
AUGUSTA COUNTY LANDTRUST
LAND TRUST
INST: 050007131
LOT 2
DIVISION OF THE
EDGAR ALLEN BROOK, JR.
PROPERTY
(P.B. 1, PG. 6245)
32,018 ACRES
TAX MAP# 068 340

CHRISTIANS CREEK ROAD
(30' R/W)
S46°56'11"E 99.02'



PLAT SHOWING
Conservation Easement for
the property of
Augusta County Landfill
Land Trust

Instrument #: 090012724
Instrument #: 050007131
Augusta County, VIRGINIA

SCALE: 1"=50' DATE: November 9, 2009
Sheet 2 of 5

VHB
Venezio Hampton Brasfield, Inc.
Transportation Land Development Environmental Services
351 McLane Circle, Suite 3
Richmond, Virginia 23185-6416
(877) 220-0800 FAX (877) 220-8344

P-12-08-007-CAD\SP\PLANS\13240002-PL.DWG

N/F
AUGUSTA COUNTY LANDTRUST
LAND TRUST
INST: 050007131
LOT 2
DIVISION OF THE
EDGAR ALLEN BROOK, JR.
PROPERTY
(P.B. 1, PG. 6245)
32,018 ACRES
TAX MAP# 068 340

N/F
TRUSTEES OF
FAIR WARDEN CENTER
INST: 05000597
LOT 1
DIVISION OF EDGAR ALLEN BROOK, JR.
PROPERTY
(P.B. 1, PG. 6245)
TAX MAP# 068 34

CONSERVATION EASEMENT
HERBERT CHARTER

N34°13'57"W 65.32'

556°46'21"W
746.79

424.89 (TOTAL)

556°25'07"W

138.20

56.77

254.56

N40°25'14"E

171.14

16.16

S44°12'24"E

89.37

S55°50'50"W

156.32

S46°56'11"E

122.18

S47°58'14"E

74.52

S46°56'11"E

99.02'

N67°21'35"E

107.27

N67°44'28"E

75.15

19.52

13.94

N34°13'57"W

65.32'

556°25'07"W

746.79

424.89 (TOTAL)

556°46'21"W

254.56

N40°25'14"E

171.14

16.16

S44°12'24"E

89.37

S55°50'50"W

156.32

S46°56'11"E

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S47°58'14"E

74.52

S46°56'11"E

99.02'

N67°21'35"E

107.27

N67°44'28"E

75.15

19.52

13.94

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74.52

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99.02'

N67°21'35"E

107.27

N67°44'28"E

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19.52

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156.32

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S47°58'14"E

74.52

S46°56'11"E

99.02'

N67°21'35"E

107.27

N67°44'28"E

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19.52

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556°25'07"W

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S46°56'11"E

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19.52

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16.16

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S55°50'50"W

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19.52

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65.32'

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746.79

424.89 (TOTAL)

556°46'21"W

254.56

N40°25'14"E

171.14

16.16

S44°12'24"E

89.37

CONSERVATION EASEMENT AREA-1538774 / 15325 ACRES

CHRISTIAN CREEK

N/F
AUGUSTA COUNTY LANDFILL
LANDFILL TRACT
LOT 2
INST: 050007131
DIVISION OF THE
EDGAR ALLEN BROOK, JR.
PROPERTY (P.B. 1, PG. 6126)
151.67 ACRES
TAX MAP: 068 340

N/F
TRUSTEES OF
FAIR HARBOR CENTER
INST: 050007131
DIVISION OF EDGAR ALLEN BROOK, JR.
PROPERTY (P.B. 1, PG. 6126)
151.67 ACRES
TAX MAP: 068 340

N/F
CHRISTOPHER A. JAMES
INST: 050007131
DIVISION OF EDGAR ALLEN BROOK, JR.
PROPERTY (P.B. 1, PG. 6126)
151.67 ACRES
TAX MAP: 068 340

N/F
AUGUSTA COUNTY
LANDFILL TRACT
INST: 050007131
151.67 ACRES
TAX MAP: 074 141

N/F
AUGUSTA COUNTY
LANDFILL TRACT
INST: 050007131
151.67 ACRES
TAX MAP: 074 141

CONSERVATION EASEMENT
HEREBY GRANTED

S26°36'33"E

3020.31' (TOTAL)

145.51'

N75°51'06"E

235.45'

N77°34'32"E

S83°28'36"E 78.28'

154.93'

S53°04'09"E

109.22'

S70°20'00"W

N44°23'25"W

123.46'

N62°35'10"W

128.20'

N72°33'45"W

154.00'

S77°05'37"W

109.19'

S87°24'28"W

210.34'

N68°10'34"W

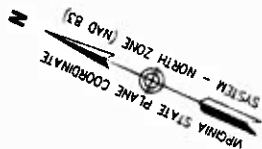
170.83'

211.58'

48.63'

460.17'

888.01'



PLAT SHOWING
Conservation Easement for
the property of
Augusta County Landfill
Land Trust

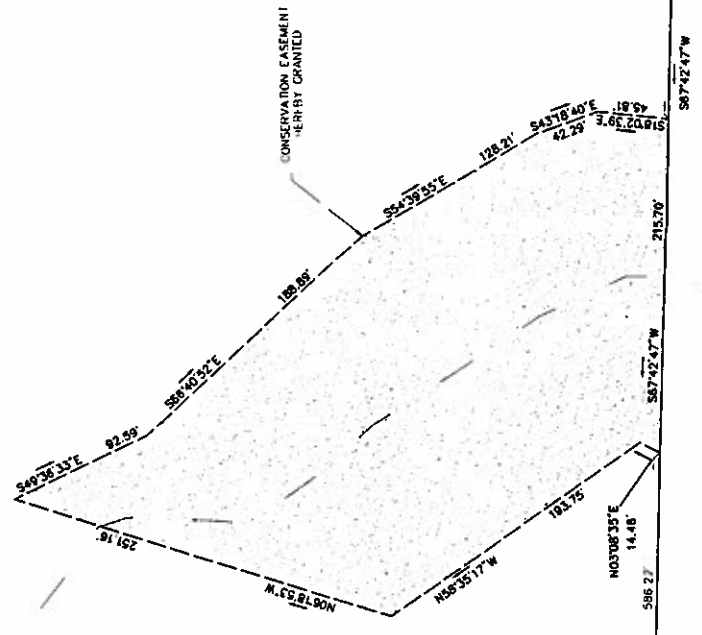
Instrument #: 9900012724
Instrument #: 050007131
Augusta County, VIRGINIA
SCALE: 1" = 50' DATE: November 9, 2009
Sheet 3 of 5



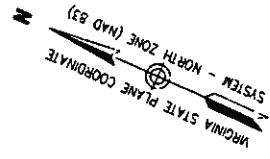
VHB
Vincenzo Hengeman Brasfield, Inc.
Transportation Land Development Environmental Services
331 McLean Circle, Suite 3
Falls Church, Virginia 22045-5916
(703) 281-0800 FAX (703) 281-0844

CONSERVATION EASEMENT AREA=702864 / 1.8136 ACRES

N/F
AUGUSTA COUNTY
LANDFILL LAND TRUST
INST: 990012724
161.67 ACRES
TAX MAP: 074 141



N/F
EDGAR ALLAN BOODER JR.
(D.B. 662 PC 253)
TAX MAP: 075 44



PLAT SHOWING
Conservation Easement for
the property of
Augusta County Landfill
Land Trust
Instrument #: 990012724
Instrument #: 050007131
Augusta County, VIRGINIA
SCALE: 1"=50' DATE: November 9, 2009
Sheet 4 of 5

VHB
Vance Hanger Breastlin, Inc.
Professional Land Development Surveyors
1111 McLane Court, Suite 200
Winchester, Virginia 21890-0316
(703) 220-0500 FAX (703) 220-5544
P:\2488 (07) CAD\SR\PLATSET\1248802 - PL.Dwg

SARAH E. S. HERSHBERGER
N/F
(D.B. 491, PG. 86)
TAX MAP: 074 142



Instrument #: 990012724
Instrument#: 050007131
Augusta County, VIRGINIA

Augusta County, VIRGINIA
SCALE: 1"=100' DATE: November 9, 2009
Sheet 5 of 5

VHB
Vonsose Hansen Brantley, Inc.
 Transportation Land Development Environmental Services
 3311 McLees Circle, Suite 3
 Williamsburg, Virginia 23115-0316
 (757) 220-0500 FAX (757) 220-0544

P:\J2488 02\CAD\SR\PL ANSE T\J248802 -PL.DWG

CITY COUNCIL



Staunton, Virginia

AGENDA BRIEFING

Meeting Date:	March 27, 2025	John C. Blair, II City Attorney
Item #	E	
Departments:	City Attorney	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsive, Efficient Government	
Subject:	Consideration of Amendment to Staunton City Code Section 6.10.010	

Background: In 2002, the Staunton City Council amended its Animal Control ordinance to reflect that certain, common offenses would be punished with civil penalties rather than as criminal offenses.

The Council adopted Staunton City Code Section 6.05.020 to reflect the change in punishments. One of the offenses that the Council decided to punish as a civil penalty rather than a misdemeanor was the failure of a dog, cat, or ferret owner to vaccinate an animal older than four months with a rabies vaccine.

However, the ordinance which mandates the rabies vaccination for dogs, cats, and ferrets, adopted in 1964, still provides for criminal penalties.

The proposed ordinance would conform the current City Code with Council's 2002 amendments.

Attachment: Proposed Revisions to Staunton City Code Section 6.10.010

City Manager Recommendation: Adopt the ordinance as presented.

Suggested Motion: I move to adopt the amendments to Staunton Code Section 6.10.010, as presented.

City Manager: Leslie M. Beauregard

Ordinance No. 2025 - __

**AN ORDINANCE AMENDING, RESTATING AND REORDAINING
SECTION 6.10.010, RABIES VACCINATION OR INOCULATION OF CATS,
DOGS, AND FERRETS, OF CHAPTER 6.10, DOGS AND CATS, OF TITLE 6,
ANIMALS AND FOWL OF THE STAUNTON CITY CODE**

RECITALS

A. The Staunton City Code's rabies vaccination ordinance still provides for criminal penalties;

B. The Staunton City Code currently classifies the failure of a cat, dog, or ferret to receive a rabies vaccination as a violation punishable as a civil penalty;

C. The legislative history indicates that the Staunton City Council desired to make the failure of a cat, dog, or ferret to receive a rabies vaccination punishable as a civil penalty;

D. These changes to the City Code are recommended by the City's animal control officer and the City Attorney; and

E. This matter has been heard and considered; and

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that Section 6.10.010, Rabies vaccination or inoculation of cats, dogs, and ferrets, of Title 6, Animals and Fowl, of the Staunton City Code is hereby amended as follows:

6.10.010 Rabies vaccination or inoculation of cats, dogs and ferrets.

(1) It shall be unlawful for any person to own, keep, hold or harbor any cat, dog or ferret over the age of four months within the city limits unless such cat, dog or ferret shall have been vaccinated with a vaccine licensed by the U.S. Department of Agriculture as recommended in the current "Compendium of Animal Rabies Control," prepared by the National Association of State Public Health Veterinarians, Inc. If, however, the requirement of vaccination or inoculation threatens the physical well-being of such cat, dog or ferret, the owner or custodian of such animal shall have a certificate signed by a licensed veterinarian certifying the same; and the owner shall provide a copy of the signed veterinarian certificate to the city's animal control officer. A copy of such certificate will be forwarded to the local health department officer within one working day of receipt by the animal control officer. The owner or custodian of a dog, cat or ferret shall furnish upon request of an animal control officer, deputy animal control officer, humane investigator,

law enforcement officer or official of the local health department, the current certificate of vaccination for such animal.

(2) Any person transporting a cat, dog or ferret into the city from another jurisdiction shall immediately conform with the provisions of this section.

~~(3) The first violation of this section shall constitute a Class 4 misdemeanor. The second violation as to the same animal shall constitute a Class 3 misdemeanor. Subsequent violations as to the same animal shall constitute Class 2 misdemeanors. Upon being found guilty of a third or subsequent violation related to the same animal, the court may also order the confiscation and the proper disposition of the animal.~~

Introduced:

Adopted:

Effective Date:

Michele D. Edwards, Mayor

ATTEST: _____
Kiley A. Kesecker,
Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	March 27, 2025	Lyle Hartt City Engineer Leslie Beauregard City Manager
Item #	F	
Department:	Public Works City Manager’s Office	
Alignment with Staunton Plan (Value/Strategic Area):	Values: Excellence; Engagement Strategic Areas: Infrastructure; Built Environment; Responsive, Efficient Government	
Subject:	Update on Virginia Department of Transportation Richmond Avenue Road Diet & Roundabout and Project	

Background: In 2016, the city applied for and was later awarded Virginia Department of Transportation (VDOT) Smart Scale funding in the amount of \$2,245,805 for improvements along Richmond Avenue in the vicinity of the intersection with Greenville Avenue, to include a road diet and roundabout. At the November 2024 City Council meeting, city and VDOT staff provided an update on this project, in particular the funding gap between the original budget and current estimates.

During the February 13, 2025 work session, city staff provided an update on these projects and asked for guidance from City Council regarding next steps. A link to that presentation can be found under Attachments.

At the February 27, 2025 regular meeting, city staff updated City Council again and presented an update on both projects and several options to consider. A link to that presentation can be found under Attachments.

At the February 27th meeting, City Council authorized the Edgewood Rd. sidewalk project,

agreeing to request that the two Augusta St. sidewalks projects be canceled and those funds transferred to Edgewood Rd., and City Council committed to allocating between \$400K and \$1.1M in local dollars to complete the project.

City Council also decided to continue the conversation about the Richmond Ave. roundabout and road diet with the new information provided that evening that much of the funding for the single lane roundabout that VDOT had indicated would be available was in question.

On March 20, 2025, city staff was informed of the following by VDOT regarding the Richmond Ave. single lane roundabout project:

- Revised estimate for a single lane roundabout has increased from \$7.5M to \$7,798,637
- Total available funding from SMART SCALE and other non local sources is \$3,393,868 broken out as follows:
 - SMART SCALE=\$2,245,805
 - Other Non Local Sources=\$1,148,063

That leaves a funding gap of \$4,404,769 based on VDOT's most recent cost estimate of the single lane roundabout.

Staff reviewed several options with VDOT's team as far as the roundabout is concerned, which we continue to process and will review with City Council during this meeting. Those options ranged from the city identifying \$4.4M to fill the funding gap, to applying for VDOT Revenue Sharing to help fund the roundabout, which would still leave an anticipated gap requiring approximately \$3M in local funds, to doing something other than a roundabout to interface with the Greenville Ave. road diet.

Attachments:

Attachment 1—[Presentation from February 13, 2025 work session](#)

Attachment 2—[Presentation from February 27, 2025 regular meeting](#)

City Manager's Recommendation: Receive feedback from City Council as far as next steps to communicate to VDOT.

Suggested Motion: To be determined.

City Manager: Leslie Beauregard