

**Work Session Agenda
Staunton City Council
Rita S. Wilson Council Chambers
April 24, 2025
6:15 p.m.**

- | | | |
|------------------|-----------|--|
| 6:15 p.m. | 1. | Consideration of Work Session and Regular Meeting Agendas |
| 6:20 p.m. | 2. | Presentation of Central Shenandoah Health District 2024 Annual Report |
| 6:35 p.m. | 3. | Presentation of Valley Career & Technical Center Foundation |
| 6:55 p.m. | | Break Before Regular Meeting at 7:00 p.m. |

**Regular Meeting Agenda
Staunton City Council
Rita S. Wilson Council Chambers
April 24, 2025
7:00 p.m.**

Call to Order

Pledge of Allegiance

Invocation/Moment of Silence—Arrowood

Proclamations

Arbor Day 2025/Shenandoah Green Presentation

Letter Carriers' *Stamp Out Hunger* Food Drive

Mayor's Report

Additional Items by Members of Council

REGULAR MEETING

A. Consent Agenda

A.1. Approval of Minutes

Special Meeting of April 3, 2025

Work Session and Regular Meeting of April 10, 2025

A.2. Consideration of Resolution Approving City Council Summer Meeting Schedule for 2025

A.3. Consideration of Proclamation to be Presented in Council Chambers at the May 8, 2025 City Council Meeting—Building Safety Month

A.4. FY 2025 3rd Quarter Financial Report

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. Public Hearing and Consideration of an Amendment to Chapter 18.50 P-1, Professional District, of Title 18, Zoning, of the Staunton City Code*

C. Public Hearing and Consideration of a Request by Melissa Swan for a Special Use Permit at 2010 N Augusta Street to Operate a Florist Shop in a P-1, Professional District*

- D. Public Hearing and Consideration of an Ordinance Authorizing the Lease Agreement Between City of Staunton and Staunton Baseball, Inc. for the Limited Use of Baseball Field and Operation of Concession Rights***
- E. Public Hearing and Consideration of an Ordinance Authorizing a Lease Agreement Between City of Staunton and Happy Birthday America, Inc.***
- F. Consideration of an Ordinance to Establish a Budget for Fiscal Year 2026, July 1, 2025—June 30, 2026, totaling \$164,535,789 and for the Capital Improvement Plan FY2026-FY2030**

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:	April 24, 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



AGENDA BRIEFING

Staunton, VA

Meeting Date:	April 24, 2025	Leslie Beauregard City Manager
Item #	2	
Department:	City Manager’s Office	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence	
Subject:	Presentation of Central Shenandoah Health District 2024 Annual Report	

Background: The Central Shenandoah Health District (CSDH) has been working on their 2024 Annual Report and will be sharing that information with City Council. Dr. Allison Baroco, Health District Director, will present the annual report and answer any questions.

The Central Shenandoah Health District is one of thirty five health districts under the Virginia Department of Health. It is comprised of seven health departments that serve the counties of Augusta, Bath, Highland, Rockbridge, and Rockingham along with the cities of Buena Vista, Harrisonburg, Lexington, Staunton, and Waynesboro. The local health departments within the district provide numerous services to approximately 293,000 individuals. Those services include, but are not exclusive to, immunizations, health testing and screenings, health physicals, restaurant permitting, and screening services for nursing home and in home care.

Attachment: [2024 Central Shenandoah Health District Annual Report](#)

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	April 24, 2025	Leslie Beauregard City Manager
Item #	3	
Department:	City Manager’s Office	
Alignment with Staunton Plan (Value/Strategic Area):	Values: Excellence; Inclusion & Equity	
Subject:	Presentation of Valley Career & Technical Center Foundation	

Background: The Valley Career & Technical Center (VCTC) Foundation supports VCTC's efforts by building partnerships and providing additional resources for students and programs. John Glover, VCTC Foundation Board Member, will present information on the role they play and how people can contribute to their efforts.

Valley Career & Technical Center is a top Career and Technical Education Center in our area and one of 9 regional centers in Virginia. VCTC provides high-quality technical education and career preparation to meet the needs of today's high school students and adults. The school serves the public school systems of Augusta County, Staunton, and Waynesboro. Through their Adult and Continuing Education Departments, adult students can take part in various programs from GED preparation to highly technical apprenticeship training. With their campus located in Fishersville, we are conveniently located to serve all of our students.

Attachment: [Valley Career & Technical Center Foundation Brochure](#)

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Leslie Beauregard



CITY OF STAUNTON, VIRGINIA

Proclamation

Arbor Day

April 25, 2025

- WHEREAS,** in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- WHEREAS,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- WHEREAS,** Arbor Day is now observed throughout the nation and the world; and
- WHEREAS,** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and
- WHEREAS,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and
- WHEREAS,** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and
- WHEREAS,** trees, wherever they are planted, are a source of joy and spiritual renewal; and
- WHEREAS,** the City of Staunton is being honored this year for the 29th time as a “Tree City USA” by the Arbor Day Foundation.

NOW, THEREFORE, BE IT PROCLAIMED, by Staunton City Council, that April 25, 2025, is hereby designated as

Arbor Day

in the City of Staunton, and City Council urges the residents of Staunton, the region, and communities across the country to celebrate Arbor Day, to support efforts to protect our trees and woodlands, and to plant trees to warm the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the city to be affixed, adopted this 24th day of April, 2025.

MICHELE D. EDWARDS, MAYOR

ATTEST: _____
CLERK OF COUNCIL



CITY OF STAUNTON, VIRGINIA

Proclamation

Letter Carriers' *Stamp Out Hunger* Food Drive Day May 10, 2025

WHEREAS, every year on the second Saturday in May, letter carriers across the country collect non-perishable food as part of the nation's largest one-day food drive, distributing the donations to local food banks; and

WHEREAS, the Letter Carriers' *Stamp Out Hunger* Food Drive is just one example of how letter carriers work to make a difference in the lives of those they serve. Since the pilot drive was held in 1991, over 1.9 billion pounds of food have been collected; and

WHEREAS, we recognize all letter carriers for their hard work and their commitment to their communities. All the food collected in our community stays in our community, and we support carriers' efforts to help those in need in Staunton; and

WHEREAS, we also recognize the noteworthy milestone of 33 years that the National Letter Carrier Food Drive celebrates in 2025.

NOW, THEREFORE, BE IT PROCLAIMED by Staunton City Council that May 10, 2025 is hereby designated as:

Letter Carriers' *Stamp Out Hunger* Food Drive Day

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

IN WITNESS WHEREOF, I have set my hand and caused the seal of the city to be affixed, adopted this 24th day of April, 2025.

MICHELE D. EDWARDS, MAYOR

ATTEST: _____
CLERK OF COUNCIL

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	April 24, 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:	April 24, 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 – Special Meeting Minutes of April 3, 2025

Attachment 2 – Work Session and Regular Meeting Minutes of April 10, 2025

Suggested Motions: I move to approve the special meeting minutes of April 3, 2025, and the work session and regular meeting minutes of April 10, 2025 [as presented] [with the following changes: _____].]

City Manager: Leslie Beauregard



City Council
SPECIAL CALLED BUDGET WORK SESSION
April 3, 2025
5:00 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.

Mayor Edwards stated: “On March 17, 2025, I received a request from Councilor Overholtzer to participate remotely in the April 3, 2025 Staunton City Council Budget Work Session due to a personal matter that prevents his physical attendance at the meeting. Pursuant to the Freedom of Information Act, I will now ask Councilor Overholtzer to state the personal matter that makes him unable to attend tonight’s meeting.”

Mr. Overholtzer stated that he was on vacation.

Ms. Park stated, “Pursuant to Staunton City Council Procedural Memorandum Number Three, I move to allow Councilor Overholtzer to remotely participate in the April 3, 2025 Staunton City Council Budget Work Session due to a personal matter.”

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

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

Mayor Edwards asked Mr. Overholtzer to state the remote location from which he is participating. Mr. Overholtzer responded that he was in Nags Head, North Carolina. Mayor Edwards asked Councilmembers and the audience if they could hear Mr. Overholtzer. The response was affirmative.

1. FY 2026 Budget Work Session

City Manager Leslie Beauregard and Chief Financial Officer Jessie Moyers gave a presentation of the FY 2026 proposed budget, highlighting the following:

Total proposed budget is \$164,037,707 for all funds

- \$15.4 million (or 10.4%) increase over FY 2025

- 50
51 General Fund proposed budget is \$79,613,013
52 • \$6.1 million (or 8.31%) increase over FY 2025
53

54 General Property Taxes

- 55 • Real estate tax revenue increase by \$4,469,075
56 • Personal property tax revenue increase by \$278,000
57 •

58 Other Local Taxes

- 59 • No material changes in Sales and Transient Occupancy (Lodging) tax revenue
60 • Meals tax revenue increase by \$90,000
61 • Business license tax revenue increase by \$100,000
62

63 State Funding

- 64 • Virginia Department of Transportation reimbursable funds increase by \$1.1 million
65 • State revenue increase of \$513,800 for Children's Services Act
66

67 Recovered Cost

- 68 • Loss of Harrisonburg/Rockingham Jail Buy-in (\$665,000)
69

70 Ms. Beauregard stated that the proposed real estate tax rate is \$.91/\$100 assessed value, in order
71 to provide the most flexibility to address critical and essential infrastructure investments. She then
72 outlined how new money in the General Fund is being allocated and how the proposed budget
73 aligns with the Staunton Plan.
74

75 Ms. Moyers addressed the potential loss of federal funding and then outlined unfunded
76 departmental and outside agency funding requests, as well as provided an overview of the FY 2026
77 Capital Improvement Plan.
78

79 Other items were discussed as follows:

- 80
81 • Regional comparative tax rates and revenues
82
83 • CIP reserves
84
85 • Cost of living adjustments for employees and regional comparisons
86
87 • Outside and nonprofit agencies
88
89 • Departmental budgets
90 o Golf
91 o Economic Development – StauntonBusiness.com
92 o Grant Coordinator Position
93

94 Council discussed the proposed budget, including the general fund contribution, school funding,
95 and revenue and expenditure changes. They also discussed the city's investment strategies, reserve
96 fund balance, and potential uses for the funds. Councilors also discussed the tax rate, and its
97 competitiveness compared to other localities in the region.
98

The renovation of the Gypsy Hill Park pool house, including the estimated cost and potential design plan was also discussed, as well as outside agency requests, golf carts, raising the personal property tax instead of the real estate tax, cutting funding from specific areas to address others, and the possibility of keeping the tax rate at \$.89/\$100.

The work session adjourned at 7:24 p.m.

Kiley A. Kesecker
Clerk of Council



City Council
WORK SESSION
April 10, 2025
5:00 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.

Mr. Overholtzer 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. Joint FY 2026 Budget Work Session—City Council and School Board

The Staunton City School Board and City Council conducted a joint work session to discuss the proposed FY 2026 Staunton City Schools budget. Chief Financial Officer Jessie Moyers presented information on the proposed budget, including general fund expenditures, capital projects, the school funding formula, and outstanding debt.

School Board Chair Kristen Siegel provided an update on state and federal funding for schools. She also stated that the proposed one cent sales tax to be used for school construction was again vetoed by Governor Youngkin.

Schools Superintendent Garrett Smith provided an update highlighting student and staff successes, including regional and state awards for teachers and students.

The joint work session was adjourned at 5:36 p.m.

3. FY 2026 Budget Work Session

City Council conducted a work session to discuss the proposed FY 2026 Staunton City budget.

City Manager Leslie Beauregard and Ms. Moyers provided a review of the proposed budget, highlighting the real estate tax rate, a city grant writer position, outside agency funding, and other city department items. The city's tax rates were compared to other localities, showing Staunton's affordability in real estate and personal property taxes.

A discussion took place regarding the potential impact of Waynesboro's living wage adjustment on the recruitment and retention of city employees, as well as the need for a dedicated grant writer position, considering the current decentralized grant-writing process and the potential for increased staff capacity.

Councilmembers agreed to hold an additional budget work session of April 17.

4. Closed Meeting for (i) the Potential Disposition of Publicly Held Real Property Bordering Peck Street; and (ii) Consultation with Legal Counsel for Legal Advice Related to Establishment of a Special Tax District

Mr. Overholtzer moved to enter a closed meeting for (i) the discussion of the potential disposition of real property bordering Peck Street where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the City of Staunton pursuant to Virginia Code §2.2-3711(A)(3); and (ii) consultation with legal counsel from the City Attorney for legal advice related to establishment of a special tax district pursuant to Virginia Code §2.2-3711(A)(8).

The motion was seconded by Ms. Park 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		

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. Overholtzer 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, April 10, 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 Pastor Ronald Watson on the invitation of Ms. Woods.

MAYOR'S REPORT

Mayor Edwards stated that she and other members of Council had attended a groundbreaking ceremony for the new Wawa store on Richmond Avenue. She also attended a ribbon cutting for Safe Storage 365 and provided information about the upcoming senior health fair at the Gypsy Hill Park gym.

ADDITIONAL ITEMS BY MEMBERS OF COUNCIL

Mr. Shepherd added that Wawa also presented a check to the Blue Ridge Area Food Bank at the groundbreaking ceremony.

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 March 27, 2025****A.2 Consideration of Virginia Department of Criminal Justice Services FY 2026 Edward Byrne Memorial Justice Assistance Grant****A.3 Consideration of Proclamation to be Presented in Council Chambers at the April 24, 2025 City Council Meeting—Stamp Out Hunger Food Drive**

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.

Vice Mayor Arrowood moved to approve the Consent Agenda as presented.

The motion was seconded by Mr. Overholtzer 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 of an Ordinance to Establish a Budget for FY 2026

Ms. Beauregard and Ms. Moyers provided another review of the proposed budget.

A discussion took place during which the following items were highlighted: debt capacity, infrastructure needs, tax rate increases, specific allocations, economic development, Staunton Crossing, the Wharf tunnel repairs, and grant writing.

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.

Elizabeth Respass, 200 North Market Street, spoke in support of the Arcadia Project and urged Council to fund its request.

Pamela Wagner, 164 North Coalter Street, spoke in support of the Arcadia Project and urged Council to fund its request.

Stanley Grimm, 100 Village Drive, spoke in support of the Arcadia Project and urged Council to fund its request.

Mary Miller, 471 Albemarle Avenue, spoke in support of the Arcadia Project and urged Council to fund its request.

Randolph Bertin, 211 Hendren Avenue, shared information about the Talking Book Center and asked Council to continue funding the invaluable services it provides.

Thomas Wagner, 164 North Coalter Street, spoke in support of the Arcadia Project and urged Council to fund its request.

Nikki West, 950 Selma Boulevard, asked Council not to raise the real estate tax rate, as it could have unintended consequences.

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

C. Update on Gypsy Hill Park and Cole Ave Stream Restorations

Environmental Programs Administrator Willow Hughes provided an update on the status of both the Gypsy Hill Park Stream Restoration and the Cole Avenue Stream Channel Restoration projects. She stated that the stream channel work at Gypsy Hill Park is complete, with remaining tasks including sidewalk installation, plantings, and educational signage. She added that the majority of

the work is complete on the Cole Avenue project, with substantial completion expected by the end of the month.

Mayor Edwards asked if there were any questions from Councilmembers.

Mr. Overholtzer asked the stream remediation project behind the high school is on the calendar for future years. Ms. Hughes stated that it is in the CIP, but there is one project in FY 2026 that will take place before then.

Mr. Campbell asked if there are any issues with the Stormwater Local Assistance Fund (SLAF). Ms. Hughes stated that there are no indications from the SLAF team that there will be any issues going forward in the foreseeable future.

Councilmembers had no further questions.

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

Ms. Beauregard and City Engineer Lyle Hartt presented an update on the tunnel survey and structural evaluation under the Wharf parking lot. Mr. Hartt stated that since the March 13, 2025 update, the following has been occurring:

Parking – A portion of the eastern part of the Wharf parking lot has been reopened offering additional free downtown spaces. Signage is being improved to better direct those looking for downtown parking and to make it as easy as possible to find. Conversations have started regarding overall changes to downtown parking as it relates to the Augusta County Courts moving to Verona later this year. The Johnson Street Parking Garage has returned to its typical pay structure and monthly Wharf parking lot customers were requested to park in the garage in order to free up the limited space available in the Wharf.

Farmers Market – The 2025 Farmers Market opened, as scheduled, on April 5, in the western portion of the Wharf parking lot. City staff has been working with the Farmers Market Board to ensure as smooth an opening as possible, and they will continue to be in the Wharf until any future construction prohibits it. An alternative location will be identified when that time comes.

Tunnel Repairs – Wiley|Wilson continues their assessment and is focusing on immediate repairs in places that have the highest impact on the Wharf area. They are focusing on the tunnel crossings beneath West Johnson Street and Byers Street. Due to safety and access concerns, Wiley|Wilson has recommended that the city make repairs from the top side of the tunnel. Due to the severity of deterioration, repairing the tunnel will require replacing the tunnel walls and roof with a new reinforced concrete structure.

Wiley|Wilson is working on preliminary design of these repairs. In the near term, they will make a recommendation for the construction method that will minimize the impact to the Wharf area and result in a cost effective, long-term solution for the city. They are currently reviewing both

cast-in-place reinforced concrete and precast reinforced concrete options. At this time, cost estimates and a probable construction schedule are still unknown.

Mayor Edwards asked if there were any questions from Councilmembers.

Mr. Campbell asked if staff can reach out to the county to get an estimated number of employees coming in to use the courts and the average daily number of visitors. Ms. Beauregard stated that they will work on putting that data together.

Mr. Overholtzer stated that this is an opportune time to reexamine the parking needs downtown.

Councilmembers discussed the possibility of daylighting the creek, which areas to daylight, redesigning parking areas near the Wharf.

Councilmembers had no further questions.

MATTERS FROM THE CITY MANAGER

There were no matters from the City Manager.

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.”

There was no one present wishing to speak.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 8:28 p.m.

Kiley A. Kesecker
Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	April 24, 2025	Leslie Beauregard City Manager John C. Blair, II City Attorney
Item #	A.2	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Area: Responsive, Efficient Government	
Subject:	Consideration of Resolution Approving City Council Summer Meeting Schedule for 2025	

Background: The City Manager polled the members of Council to determine if they were interested in cancelling one or more meetings during the months of June, July, and/or August. Based on that poll, the majority of City Councilmembers desired to cancel one meeting in June as well as one meeting in July. The attached resolution cancels the first Council meetings in June and July.

Attachment: Proposed resolution

City Manager's Recommendation: Adopt the proposed resolution

Suggested Motion: I move that City Council adopt the proposed resolution cancelling the following City Council meetings: June 12, 2025 and July 10, 2025.

City Manager: Leslie Beauregard

1
2
3
4
5
6
7
8
9
10
11
12
13

**RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON
ESTABLISHING DATES FOR
REGULAR MEETINGS OF THE
COUNCIL OF THE CITY OF STAUNTON
FOR THE PERIOD OF
JUNE, 2025 THROUGH
DECEMBER, 2025**

14
15
16
17
18
19
20
21
22
23
24
25
26

RECITALS

27
28
29
30
31
32
33
34
35
36

A. Section 6 of Chapter II of the Charter of the City of Staunton provides that regular meetings of the Council must occur at least once per month and that Council meet at such times as prescribed by ordinance or resolution;

37
38
39
40
41
42
43
44
45
46

B. Section 2.10.070 of the Staunton City Code provides that Council will hold regular meetings on the second and fourth Thursdays of each month at such hour as it may designate and at any other time to which it may be regularly adjourned or postponed;

47
48
49
50
51

C. For the months of June and July 2025, City Council has determined that it will not meet on the second Thursday, and for the months of November and December 2025, City Council has determined that it will not meet on the fourth Thursday due to the Thanksgiving and Christmas holidays, respectively, which Council recognizes as holidays observed by the City;

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

1. Regular meetings of the Council shall be held on the second and fourth Thursdays of each month for the period of June, 2025 through December, 2025, at City Hall, 116 West Beverley Street, Staunton, Virginia, at 7:00 p.m. or at such earlier or other time or place as may be designated by the published agenda for any meeting or session of Council, except Council shall only meet on the fourth Thursday of June and July, 2025, and only meet on the second Thursday of November and December, 2025

2. In the event the Mayor, or the Vice-Mayor, if the Mayor is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members of the Council to attend a regular meeting, such regular meeting shall be continued to the next Monday. Such finding and declaration shall be communicated to the members of the Council and the media as promptly as possible. And to the fullest extent permitted by law, all hearings and other matters previously advertised shall be conducted at the continued meeting and no further advertisement is required.

Adopted this ____ day of April, 2025.

Michele D. Edwards, Mayor

ATTEST: _____
Kiley A. Kesecker, Clerk of Council

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	April 24, 2025	City Council
Item #	A.3	
Department:	City Council	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Engagement Strategic Area: Responsive, Efficient Government	
Subject:	Consideration of Proclamation to be Presented in Council Chambers at the May 8, 2025 City Council Meeting—Building Safety Month	

Background: Per [City Council Procedure Memorandum No. 19](#), all proclamations presented in Council Chambers must be approved by City Council at the preceding regular meeting.

The item before City Council is the approval of a request for a proclamation to be presented in Council Chambers at the May 8, 2025 Council meeting. The proclamation is in recognition of **Building Safety Month**. Should Council approve this proclamation, it will be prepared for presentation at the beginning of the Regular Meeting on May 8.

Attachment: Not applicable

City Manager's Recommendation: Not applicable

Suggested Motion: I move to approve the requested proclamation in recognition of Building Safety Month for presentation at the May 8, 2025 City Council meeting.

City Manager: Leslie Beauregard

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	April 24, 2025	Jessie Moyers Chief Finance Officer
Item #	A.4	
Department:	Finance	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsible, Efficient Government	
Subject:	FY 2025 3 rd Quarter Financial Report	

Background: Attached for review, as prepared by Jessie Moyers, Chief Finance Officer, is the financial report for the third quarter of fiscal year 2025. The quarterly financial report and the sales, meals, and lodging tax reports history reports are attached.

Attachments:

Attachment 1—Sales, Meals, and Lodging Tax Reports
Attachment 2—Financial Report

City Manager's Recommendation: Not applicable

Suggested Motion: Not applicable

City Manager: Leslie Beauregard

LOCAL SALES TAX HISTORY - 1% Tax Rate

	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	% Change
July	359,853	399,841	408,778	457,551	523,345	505,526	500,448	-1.0%
August	353,758	390,365	383,139	418,081	475,016	503,910	506,256	0.5%
September	364,511	408,013	416,225	459,262	500,792	490,234	493,334	0.6%
October	368,779	406,308	417,973	431,562	487,941	487,742	528,210	8.3%
November	367,724	386,214	367,040	430,213	478,059	511,628	510,490	-0.2%
December	416,329	459,871	489,867	568,394	576,043	562,768	578,906	2.9%
January	301,088	378,159	381,915	389,797	422,884	434,039	434,875	0.2%
February	333,110	354,448	360,082	382,280	457,991	472,145		-100.0%
March	393,767	424,727	462,591	512,099	530,346	518,109		-100.0%
April	382,963	384,624	497,565	485,816	488,377	503,061		-100.0%
May	409,439	408,068	451,087	472,797	501,712	518,827		-100.0%
June	383,654	454,692	381,951	476,868	520,099	515,566		-100.0%
Totals	4,434,974	4,855,331	5,018,212	5,484,719	5,962,604	6,023,556	3,552,519	
Budget	4,015,000	4,300,000	3,393,750	4,662,500	5,275,000	5,624,522	5,974,522	
Budget Variance	419,974	555,331	1,624,462	822,219	687,604	399,034	(2,422,003)	
% OF BUDGET	110.5%	112.9%	147.9%	117.6%	113.0%	107.1%	59.5%	
% CHANGE- YEAR	7.5%	9.5%	3.4%	9.3%	8.7%	1.0%	-41.0%	

SALES TAX HISTORY

\$6,500,000
\$6,000,000
\$5,500,000
\$5,000,000
\$4,500,000
\$4,000,000
\$3,500,000
\$3,000,000
\$2,500,000

FY2010
FY2011
FY2012
FY2013
FY2014
FY2015
FY2016
FY2017
FY2018
FY2019
FY2020
FY2021
FY2022
FY2023
FY2024

FY2009	\$	3,554,096	
FY2010	\$	3,495,905	-1.6%
FY2011	\$	3,381,018	-3.3%
FY2012	\$	3,588,737	6.1%
FY2013	\$	3,729,201	3.9%
FY2014	\$	3,760,505	0.8%
FY2015	\$	3,988,839	6.1%
FY2016	\$	4,079,919	2.3%
FY2017	\$	4,039,658	-1.0%
FY2018	\$	4,123,862	2.1%
FY2019	\$	4,434,974	7.5%
FY2020	\$	4,855,331	9.5%
FY2021	\$	5,018,212	3.4%
FY2022	\$	5,484,719	9.3%
FY2023	\$	5,962,604	8.7%
FY2024	\$	6,023,556	1.0%

SALES TAX MONTHLY HISTORY

\$600,000
\$550,000
\$500,000
\$450,000
\$400,000
\$350,000
\$300,000
\$250,000

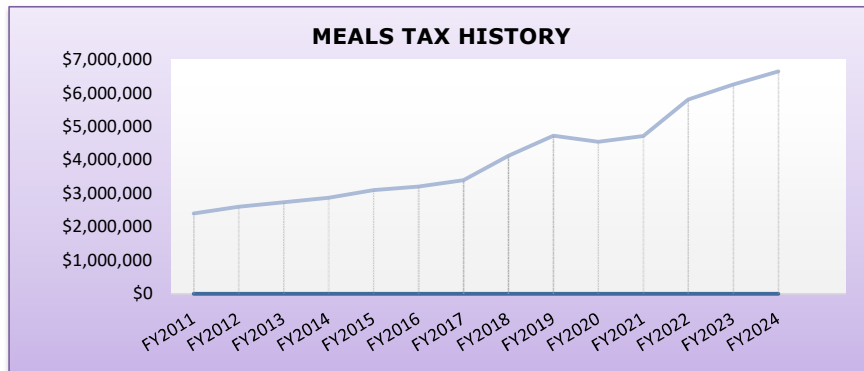
1 2 3 4 5 6 7 8 9 10 11 12

FY2019 FY2020 FY2021 FY2022 FY2023 FY2024 FY2025

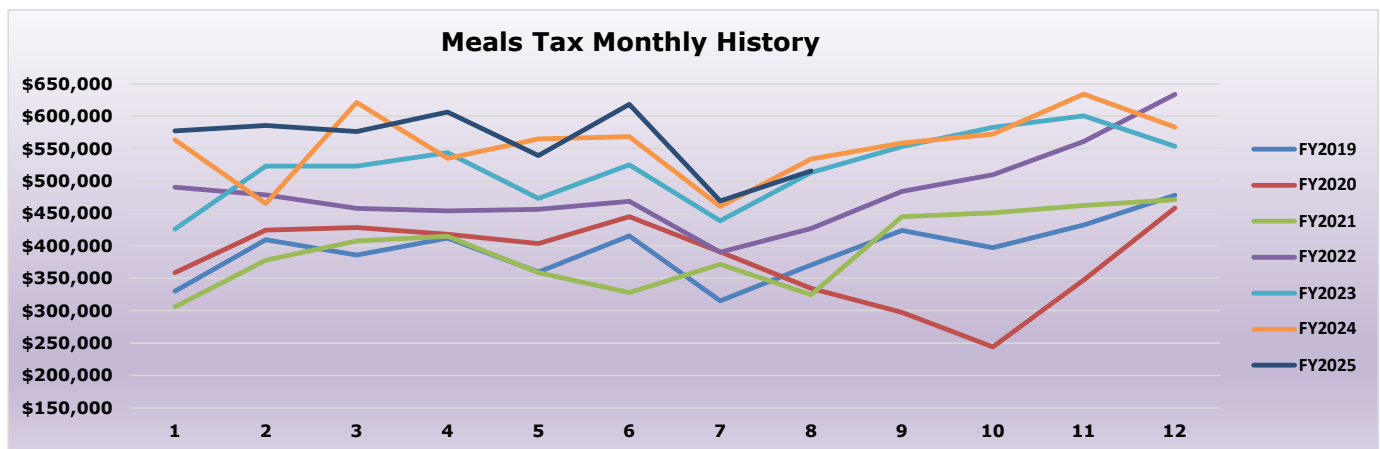
City of Staunton

MEALS TAX HISTORY- 7% Tax Rate

Tax Rate	7% TAX RATE	7% TAX RATE	7% TAX RATE	7% TAX RATE	7% TAX RATE	7% TAX RATE	7% TAX RATE	
	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	% Change
July	329,573	358,212	305,920	490,076	426,045	563,368	577,436	2.5%
August	409,425	424,090	377,519	478,421	522,710	465,046	585,486	25.9%
September	385,385	427,995	407,128	457,575	522,740	621,042	576,077	-7.2%
October	411,876	417,690	414,546	453,768	543,587	534,524	606,402	13.4%
November	359,316	403,285	358,586	456,293	473,158	564,659	539,170	-4.5%
December	415,030	444,990	327,793	468,456	524,706	568,130	618,321	8.8%
January	315,163	390,333	371,174	390,422	438,260	460,988	469,125	1.8%
February	370,265	334,123	324,288	426,769	512,829	533,665	515,512	-3.4%
March	423,831	297,411	445,061	483,854	552,774	558,236		-100.0%
April	397,110	244,201	450,532	509,567	582,702	572,388		-100.0%
May	432,043	347,244	462,115	561,110	600,814	634,055		-100.0%
June	478,306	458,278	471,063	633,671	553,460	583,321		-100.0%
Actuals	4,727,323	4,547,853	4,715,726	5,809,981	6,253,785	6,659,422	4,487,530	
Budget	4,112,500	4,600,000	3,562,500	4,300,000	5,358,050	5,985,000	6,660,000	
Budget Variance	614,823	(52,147)	1,153,226	1,509,981	895,735	674,422	(2,172,470)	
% of BUDGET	115.0%	98.9%	132.4%	135.1%	116.7%	111.3%	67.4%	
% CHANGE-YEAR	14.8%	-3.8%	3.7%	23.2%	7.6%	6.5%	-32.6%	



FY2009	\$	2,304,448	
FY2010	\$	2,344,698	1.7%
FY2011	\$	2,406,577	2.6%
FY2012	\$	2,599,776	8.0%
FY2013	\$	2,732,598	5.1%
FY2014	\$	2,868,910	5.0%
FY2015	\$	3,099,130	8.0%
FY2016	\$	3,203,638	3.4%
FY2017	\$	3,391,337	5.9%
FY2018	\$	4,118,267	21.4%
FY2019	\$	4,727,323	14.8%
FY2020	\$	4,547,853	-3.8%
FY2021	\$	4,715,726	3.7%
FY2022	\$	5,809,981	23.2%
FY2023	\$	6,253,785	7.6%
FY2024	\$	6,659,422	6.5%

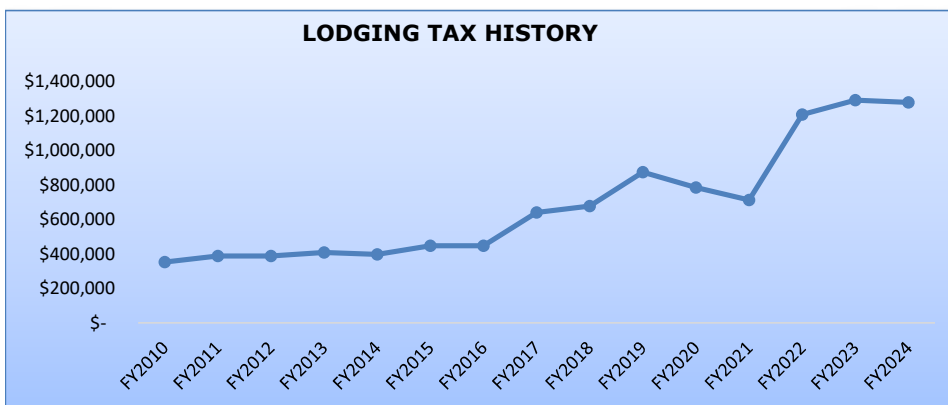


MEALS TAX HISTORY- RATE INCREASES

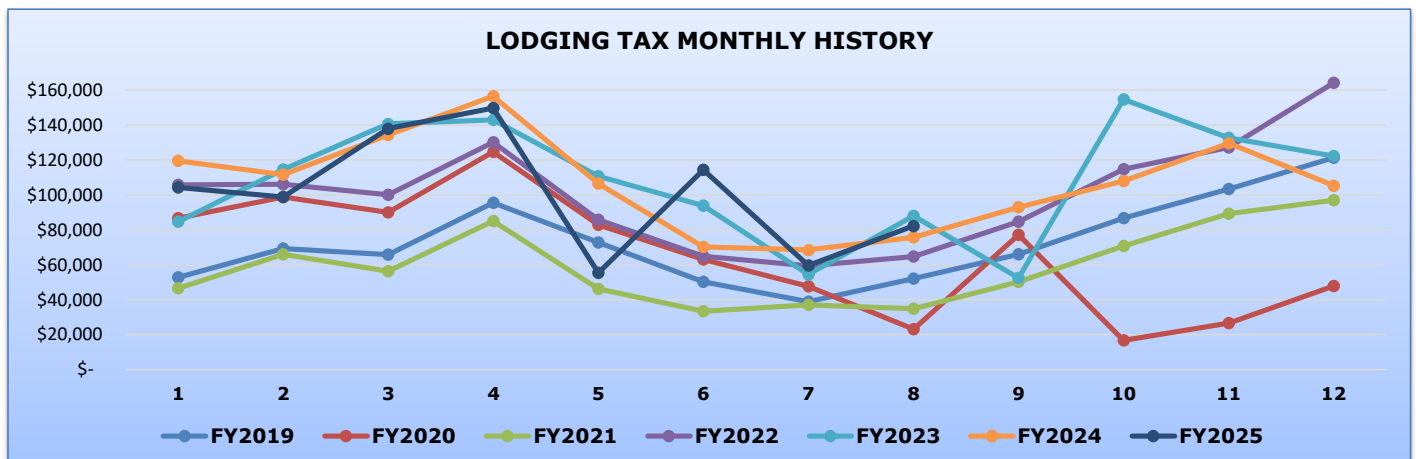
JULY 1, 1986	
JULY 1, 1994	
SEPTEMBER 1, 1998	NEW STREET PARKING GARAGE FUNDING
JULY 1, 2007	CIP/ SCHOOL PROJECTS
JULY 1, 2017	SCHOOL PROJECT - STAUNTON HIGH RENOVATION

City of Staunton

LODGING TAX HISTORY- 6.7% Tax Rate									
TAX RATE	6.70%	6.70%	6.70%	6.70%	6.70%	6.70%	6.70%		
	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025		% CHANGE
July	\$ 52,798	\$ 86,792	\$ 46,648	\$ 105,750	\$ 84,716	\$ 119,557	\$ 104,322		-12.7%
August	\$ 69,287	\$ 98,765	\$ 66,056	\$ 106,184	\$ 114,547	\$ 111,597	\$ 98,804		-11.5%
September	\$ 65,785	\$ 89,978	\$ 56,235	\$ 100,094	\$ 140,720	\$ 134,448	\$ 137,970		2.6%
October	\$ 95,600	\$ 124,738	\$ 85,131	\$ 130,186	\$ 142,991	\$ 156,633	\$ 149,730		-4.4%
November	\$ 72,869	\$ 82,915	\$ 46,252	\$ 85,840	\$ 110,688	\$ 106,610	\$ 55,431		-48.0%
December	\$ 50,208	\$ 63,057	\$ 33,471	\$ 65,008	\$ 93,847	\$ 70,232	\$ 114,470		63.0%
January	\$ 38,856	\$ 47,730	\$ 37,127	\$ 59,405	\$ 54,478	\$ 68,508	\$ 59,656		-12.9%
February	\$ 52,085	\$ 23,204	\$ 34,928	\$ 64,791	\$ 88,071	\$ 75,737	\$ 82,250		8.6%
March	\$ 65,973	\$ 77,152	\$ 50,273	\$ 84,717	\$ 52,430	\$ 92,945			-100.0%
April	\$ 86,719	\$ 16,730	\$ 70,866	\$ 114,860	\$ 154,822	\$ 107,974			-100.0%
May	\$ 103,399	\$ 26,667	\$ 89,381	\$ 127,191	\$ 132,827	\$ 129,687			-100.0%
June	\$ 121,369	\$ 47,878	\$ 97,078	\$ 164,234	\$ 122,320	\$ 105,350			-100.0%
Actuals	\$ 874,948	\$ 785,605	\$ 713,445	\$ 1,208,260	\$ 1,292,457	\$ 1,279,278	\$ 802,634		
Budget Totals	\$ 890,000	\$ 890,000	\$ 836,000	\$ 760,000	\$ 968,000	\$ 1,350,000	\$ 1,350,000		
Budget Variance	\$ (15,052)	\$ (104,395)	\$ (122,555)	\$ 448,260	\$ 324,457	\$ (70,722)	\$ (547,366)		
% of BUDGET	98%	88%	85%	159%	134%	95%	59%		
% CHANGE-YEAR	29.1%	-10.2%	-9.2%	69.4%	7.0%	-1.0%	-37.3%		



		TOTAL REVENUE	% CHANGE
FY2010	\$	354,239	
FY2011	\$	388,022	9.5%
FY2012	\$	388,721	0.2%
FY2013	\$	408,906	5.2%
FY2014	\$	397,786	-2.7%
FY2015	\$	447,792	12.6%
FY2016	\$	448,175	0.1%
FY2017	\$	640,843	43.0%
FY2018	\$	677,917	5.8%
FY2019	\$	874,948	29.1%
FY2020	\$	785,605	-10.2%
FY2021	\$	713,444	-9.2%
FY2022	\$	1,208,260	69.4%
FY2023	\$	1,292,457	7.0%
FY2024	\$	1,279,278	-1.0%



GENERAL FUND REVENUES	FY25 Original Budget	FY25 Revised Budget	ACTUAL YTD THRU MARCH 2025	AVAILABLE BUDGET	% RECEIVED	Comment
PROPERTY TAXES						
Real Estate Taxes 2024 (25%) & 2025 (75%)	\$ 25,500,561	\$ 25,500,561	\$ 6,780,393	\$ 18,720,168	27%	25% due Dec 5, 2024; 75% due June 20, 2025
Real Estate - Public Service	1,140,000	1,140,000	1,117,810	22,190	98%	100% of 2025 Taxes due Dec 5, 2024
Real Estate - Interest	135,000	135,000	86,079	48,921	64%	
Real Estate- Penalty	135,000	135,000	113,772	21,228	84%	
Real Estate Tax -Downtown Serv District	162,213	162,213	40,811	121,402	25%	25% due Dec 5, 2024; 75% due June 20, 2025
Personal Property Taxes	6,607,000	6,607,000	6,972,164	(365,164)	106%	100% of 2025 PP Tax due December 5, 2024
Personal Property Taxes -Prior Written Off	-	-	123	(123)	0%	
Personal Property Taxes- Public Service	3,000	3,000	4,779	(1,779)	159%	
Personal Property -Interest	130,000	130,000	105,161	24,839	81%	
Personal Property - Penalty	170,000	170,000	115,008	54,992	68%	
Machinery & Tools Tax	425,000	425,000	421,590	3,410	99%	100% Tax Due December 5, 2024
TOTAL PROPERTY TAXES	\$ 34,407,774	\$ 34,407,774	\$ 15,757,690	\$ 18,650,084	46%	
OTHER LOCAL TAXES						
Business & Occupational Licenses	\$ 2,650,000	\$ 2,650,000	\$ 2,825,882	\$ (175,882)	107%	BPOL License due March 1, 2025
Water Utility Tax	300,000	300,000	197,286	102,714	66%	Paid Monthly w/ 1-2 months delay in collection
Gas Utility	298,000	298,000	215,014	82,986	72%	Paid Monthly w/ 1-2 months delay in collection
Electric Utility	590,000	590,000	414,587	175,413	70%	Paid Monthly w/ 1-2 months delay in collection
Local Sales Tax	5,974,522	5,974,522	3,552,724	2,421,798	59%	Paid Monthly w/ 2 months delay in payment from State
Bank Stock	700,000	700,000	-	700,000	0%	Paid in June
Recordation	350,000	350,000	203,959	146,041	58%	Paid Monthly w/ 1 month delay in collection
Cigarette Tax	335,000	335,000	226,501	108,499	68%	Paid at sale date, no delay in collection
Lodging Tax	1,350,000	1,350,000	802,633	547,367	59%	Paid Monthly w/ 1 month delay in collection
Meals Tax	6,660,000	6,660,000	4,487,930	2,172,070	67%	Paid Monthly w/ 1 month delay in collection
Probate Tax on Wills	10,000	10,000	6,445	3,555	64%	
Short Term Rental Tax	32,000	32,000	23,034	8,966	72%	
Local Communications Tax	970,000	970,000	535,002	434,998	55%	Paid Monthly w/ 1-2 months delay in collection
TOTAL OTHER LOCAL TAXES	\$ 20,219,522	\$ 20,219,522	\$ 13,490,997	\$ 6,728,525	67%	
PERMITS						
Judicial Charges for Services	1,000	1,000	548	452	55%	
Public Safety Charges for Services	251,200	251,200	167,533	83,667	67%	
Planning and Development Charges for Services	17,000	17,000	7,875	9,125	46%	
TOTAL PERMITS	\$ 269,200	\$ 269,200	\$ 175,956	\$ 93,244	65%	
FINES & FORFEITURES						
Circuit Court Fines	\$ 130,000	\$ 130,000	\$ 63,385	\$ 66,615	49%	
Court Recorder Fees	52,000	52,000	45,775	6,225	88%	
Courthouse Maintenance Fee	9,500	9,500	6,365	3,135	67%	
Animal Control Fines	6,000	6,000	3,580	2,420	60%	
TOTAL FINES & FORFEITURES	\$ 197,500	\$ 197,500	\$ 119,105	\$ 78,395	60%	

THROUGH MARCH 31, 2025

GENERAL FUND REVENUES	FY25 Original Budget	FY25 Revised Budget	ACTUAL YTD THRU MARCH 2025	AVAILABLE BUDGET	% RECEIVED	
REVENUE FROM USE OF PROPERTY						
Interest Revenue	\$ 550,000	\$ 550,000	\$ 505,956	\$ 44,044	92%	
Rental of Real Property	58,000	58,000	107,755	(49,755)	186%	
Rental of Real Property-Recreation	7,000	7,000	6,453	547	92%	
TOTAL REVENUE FROM USE OF PROPERTY	\$ 615,000	\$ 615,000	\$ 620,164	\$ (5,164)	101%	
CHARGES FOR SERVICES						
Property Clean Up Fees	\$ 5,000	\$ 5,000	\$ 6,460	\$ (1,460)	129%	
Payment in Lieu of Tax from Proprietary Funds	1,077,887	1,077,887	1,227,269	(149,382)	114%	Allocation transfers from Enterprise Funds
DMV Stop Fees	10,000	10,000	24,353	(14,353)	244%	
Administrative Fees	35,000	35,000	2,551	32,449	7%	
Judicial Operations Charges for Services	79,967	79,967	57,001	22,966	71%	
Public Safety Tax Exempt Service Charge	7,000	7,000	4,338	2,662	62%	
Sale of Publications & Maps	-	-	620	(620)	0%	
Recreation Charges for Services	\$ 660,500	\$ 660,500	543,828	116,672	82%	
TOTAL CHARGES FOR SERVICES	\$ 1,875,354	\$ 1,875,354	\$ 1,866,420	\$ 8,934	100%	
MISCELLANEOUS						
Sale of Salvage & Surplus	\$ 35,000	\$ 35,000	\$ 31,701	\$ 3,299	91%	
Payment in Lieu of Taxes SRHA	14,000	14,000	16,812	(2,812)	120%	
Donations	-	6,000	17,616	(11,616)	294%	
Miscellaneous	-	71,811	93,630	(21,819)	130%	
TOTAL MISCELLANEOUS	\$ 49,000	\$ 126,811	\$ 159,759	\$ (32,948)	126%	
RECOVERED COSTS						
Wellness Program Reimbursement	\$ 12,000	\$ 12,000	\$ 4,852	\$ 7,148	40%	
Recovered Costs - General Govt	83,191	83,191	-	83,191	0%	
Recovered Costs - Courts	25,000	25,000	5,223	19,777	21%	
Recovered Costs- Public Safety	665,000	680,524	715,487	(34,963)	105%	Buy-In from Harrisonburg/Rockingham for Regional Jail.
Recovered Costs- Police Security	30,000	30,000	41,580	(11,580)	139%	
Recovered Costs- Sheriff Security	20,000	20,000	-	20,000	0%	
Recovered Costs- Insurance Recovery	-	12,381	25,511	(13,130)	206%	
Recovered Costs- Public Works	20,000	20,000	11,391	8,609	57%	
Recovered Costs- Education	359,000	359,000	-	359,000	0%	Software Annual Costs and Bus Mechanic Services
Recovered Costs- Recreation/ Library	68,453	68,453	55,870	12,583	82%	Talking Book Center Reimbursement
TOTAL RECOVERED COSTS	\$ 1,282,644	\$ 1,310,549	\$ 859,914	\$ 450,635	66%	

THROUGH MARCH 31, 2025

GENERAL FUND REVENUES	FY25 Original Budget	FY25 Revised Budget	ACTUAL YTD THRU MARCH 2025	AVAILABLE BUDGET	% RECEIVED
COMMONWEALTH OF VIRGINIA REVENUE					
Public Facilities Tax	\$ 87,500	\$ 87,500	\$ 51,145	\$ 36,355	58% State sales tax revenue from Hotel 24 South
Rolling Stock Taxes	10,000	10,000	7,817	2,183	78%
Motor Vehicle Rental Tax	130,000	130,000	119,319	10,681	92%
HB599 Law Enforcement	1,045,000	1,143,758	857,817	285,941	75% Quarterly Payments from State
Personal Property Tax Relief Act (PPTRA)	1,652,200	1,652,200	1,569,590	82,610	95%
Recordation - Grantor's Tax	110,000	110,000	59,145	50,855	54%
Juror/Witness Fees	5,000	5,000	8,970	(3,970)	179%
DCJS- Victim Witness Grant	26,000	26,000	13,438	12,562	52%
DMV Four for Life Funds	23,500	23,500	24,179	(679)	103%
DMV Animal License Plates	1,000	1,000	969	31	97%
State Crime Forfeited Assets- Police	-	-	10,291	(10,291)	0% Revenue based on criminal drug activity
State Crime Forfeited Assets- Courts	-	-	229	(229)	0%
Fire Programs Fund	88,000	131,967	131,967	-	100%
PSAP Education Grant	-	-	3,231	(3,231)	0%
E911 Wireless Funds	105,000	105,000	93,213	11,787	89% Grants from the Wireless Board of Virginia
DCJS-Grants	-	-	21,688	(21,688)	0%
Street & Highway Maintenance	4,380,000	5,661,279	4,246,777	1,414,502	75% Quarterly Payments from State
Miscellaneous State Aid	-	-	28,692	(28,692)	#DIV/0!
Public Assistance	1,298,510	1,298,510	822,400	476,110	63%
CSA Administrative Fees	13,405	13,405	13,405	-	100%
Comprehensive Services Act (CSA)	2,135,400	2,135,400	1,269,108	866,292	59%
VA Comm for the Arts	4,500	4,500	4,500	-	100%
Library	220,318	220,318	181,778	38,540	83% Quarterly Payments from State
Commissioner of Revenue	173,768	173,768	145,704	28,064	84%
Treasurer	150,793	150,793	90,430	60,363	60%
Electoral Board & Registrar	81,847	81,847	-	81,847	0%
Commonwealth Attorney	754,891	801,844	461,716	340,128	58%
Sheriff	484,202	484,202	385,622	98,580	80%
Circuit Court Clerk	409,365	409,365	227,029	182,336	55%
Circuit Court Technology Grant	17,634	17,634	9,407	8,227	53%
Circuit Court Library Grant	-	25,511	25,511	-	100%
TOTAL COMMONWEALTH OF VIRGINIA	\$ 13,407,833	\$ 14,904,301	\$ 10,885,087	\$ 4,019,214	73%
FEDERAL REVENUES					
Victim Witness Federal Grant	\$ 62,000	\$ 62,000	\$ 33,056	\$ 28,944	53%
Federal DMV Grant	-	12,000	2,356	9,644	20%
U S Marshall Forfeited Asset	-	23,500	(5,191)	28,691	-22%
ARPA Social Services	-	-	1,013	(1,013)	0%
Miscellaneous Federal Aid	-	20,236	-	20,236	0%
Welfare Public Assistance	1,117,557	1,117,557	639,665	477,892	57%
TOTAL FEDERAL REVENUE	\$ 1,179,557	\$ 1,235,293	\$ 670,900	\$ 564,394	54%
PRIOR YEAR APPROPRIATIONS					
Appropriation for Prior Year Encumbrances	\$ -	\$ 762,186	\$ -	\$ 762,186	0% Outstanding Encumbrances at June 30, 2024
Appropriation of Prior Year Fund Balance	-	8,431,757	-	8,431,757	0%
TOTAL PRIOR YEAR APPROPRIATIONS	\$ -	\$ 9,193,943	\$ -	\$ 9,193,943	0%
TOTAL GENERAL FUND REVENUES	\$ 73,503,384	\$ 84,355,247	\$ 44,605,991	\$ 39,749,256	52.9%

FY 2025 FINANCIAL REPORT - UNAUDITED

THROUGH MARCH 31, 2025

GENERAL FUND EXPENDITURES	FY25 Original Budget	FY25 Revised Budget	ACTUAL YTD THRU MARCH 2025	ENCUMBRANCES	AVAILABLE BUDGET	% EXPENDED
<u>GENERAL GOVERNMENT ADMINISTRATION</u>						
CITY COUNCIL	\$ 178,511	\$ 178,511	\$ 79,266	\$ -	\$ 99,245	44%
CLERK OF COUNCIL	123,756	123,756	84,596	3	39,157	68%
CITY MANAGER	647,661	647,661	451,267	-	196,394	70%
HUMAN RESOURCES	790,355	790,380	564,654	13,635	212,091	71%
CITY ATTORNEY	420,226	516,438	256,329	96,212	163,897	50%
COMMUNICATIONS MANAGER	192,319	192,319	119,359	-	72,960	62%
PROFESSIONAL CONSULTANTS	80,000	81,400	58,200	1,400	21,800	71%
CITY MEMBERSHIPS	31,550	31,550	29,029	-	2,521	92%
FINANCE	1,468,669	1,517,656	1,044,016	67,113	406,527	69%
ASSESSOR	402,547	402,547	288,507	8	114,032	72%
COMMISSIONER OF REVENUE	506,184	506,184	331,269	178	174,737	65%
TREASURER	443,863	443,863	276,435	80	167,348	62%
REGISTRAR	281,317	288,257	173,008	26,195	89,054	60%
INFORMATION TECHNOLOGY	1,602,845	1,746,348	978,228	57,587	710,533	56%
RISK MANAGEMENT	771,500	771,500	598,521	-	172,979	78%
TOTAL GENERAL GOV'T ADMINISTRATION	\$ 7,941,303	\$ 8,238,370	\$ 5,332,684	\$ 262,411	\$ 2,643,275	65%
<u>JUDICIAL ADMINISTRATION</u>						
CIRCUIT COURT	\$ 168,732	\$ 168,732	\$ 126,703	\$ -	\$ 42,029	75%
GENERAL DISTRICT COURT	18,512	18,512	2,711	-	15,801	15%
MAGISTRATES	2,225	2,225	-	-	2,225	0%
JUVENILE DOMESTIC RELATIONS COURT	76,292	76,292	2,386	-	73,906	3%
CLERK OF THE CIRCUIT COURT	743,218	768,777	528,804	13,897	226,076	69%
SHERIFF	1,256,720	1,267,476	891,035	1,960	374,481	70%
VICTIM/WITNESS GRANT	101,267	101,267	73,635	-	27,632	73%
COMMONWEALTH ATTORNEY	1,178,324	1,250,600	851,609	-	398,991	68%
TOTAL JUDICIAL ADMINISTRATION	\$ 3,545,290	\$ 3,653,881	\$ 2,476,883	\$ 15,857	\$ 1,161,141	68%
<u>PUBLIC SAFETY</u>						
POLICE	\$ 6,498,520	\$ 6,695,359	\$ 4,665,578	\$ 57,353	\$ 1,972,428	70%
E911 CENTER	1,160,536	1,160,536	795,221	16,124	349,191	69%
FIRE	4,187,445	4,187,445	2,991,565	4,332	1,191,548	71%
COMMUNITY PUBLIC SAFETY	110,500	278,417	86,102	36,629	155,686	31%
JUVENILE DETENTION HOME	337,038	337,038	252,780	-	84,258	75% Quarterly Payments
JAIL	3,418,169	3,418,169	2,563,627	-	854,542	75% Quarterly Payments
OFFICE ON YOUTH	186,700	186,700	139,774	-	46,926	75%
INSPECTIONS	452,688	452,688	323,437	922	128,329	71%
ANIMAL CONTROL	176,254	176,254	133,535	-	42,719	76%
MEDICAL EXAMINER	500	500	300	-	200	60%
TOTAL PUBLIC SAFETY	\$ 16,528,350	\$ 16,893,106	\$ 11,951,919	\$ 115,360	\$ 4,825,827	71%

THROUGH MARCH 31, 2025

GENERAL FUND EXPENDITURES	FY25 Original Budget	FY25 Revised Budget	ACTUAL YTD THRU MARCH 2025	ENCUMBRANCES	AVAILABLE BUDGET	% EXPENDED
PUBLIC WORKS						
ENGINEERING	\$ 532,663	\$ 535,220	\$ 267,946	\$ 640	\$ 266,634	50%
PUBLIC WORKS ADMINISTRATION	324,538	386,538	281,131	31,611	73,796	73%
STREETS	3,318,805	7,254,700	2,000,863	536,661	4,717,176	28%
TRAFFIC ENGINEERING	297,217	299,102	166,798	6,515	125,789	56%
TRAFFIC SIGNALS	328,388	330,077	160,468	4,888	164,721	49%
BUILDING MAINTENANCE	1,547,781	1,565,875	1,192,693	78,948	294,234	76%
EQUIPMENT MAINTENANCE	556,518	559,574	434,622	1,035	123,917	78%
TOTAL PUBLIC WORKS	\$ 6,905,910	\$ 10,931,087	\$ 4,504,521	\$ 660,298	\$ 5,766,268	41%
HEALTH AND WELFARE						
PUBLIC HEALTH	\$ 323,359	\$ 259,020	\$ 259,020	\$ -	\$ -	100%
VALLEY COMM SERVICES BOARD	271,842	271,842	203,882	-	67,960	75% Quarterly Payments
COMMUNITY POLICY MGMT TEAM (CSA)	3,100,000	3,100,000	2,270,052	-	829,948	73%
DEPT OF SOCIAL SERVICES	3,372,142	3,372,142	2,154,055	-	1,218,087	64%
TAX RELIEF FOR THE ELDERLY	284,000	284,000	-	-	284,000	0% Real Estate Tax Relief- processed May each year
COMMUNITY WELFARE ASSISTANCE	118,701	118,701	102,986	-	15,715	87% Outside Agency Contributions
TOTAL HEALTH AND WELFARE	\$ 7,470,044	\$ 7,405,705	\$ 4,989,995	\$ -	\$ 2,415,710	67%
EDUCATION -OTHER						
EDUCATIONAL CONTRIBUTIONS-BRCC	\$ 9,000	\$ 9,000	\$ 9,000	\$ -	\$ -	100% Contribution to Blue Ridge Community College
TOTAL EDUCATION-OTHER	\$ 9,000	\$ 9,000	\$ 9,000	\$ -	\$ -	100%
PARKS, RECREATION, LIBRARY, CULTURAL						
PARKS AND RECREATION ADMIN	\$ 1,311,262	\$ 1,320,130	\$ 915,155	\$ 5,175	\$ 399,800	69%
HORTICULTURE	226,481	227,181	121,225	9,886	96,070	53%
GOLF COURSE	157,166	157,166	106,323	-	50,843	68%
COMMUNITY RECREATION ASSISTANCE	20,000	20,000	20,000	-	-	100% Boys and Girls Club
PARK MAINTENANCE	1,313,326	1,386,255	845,465	77,590	463,200	61%
COMMUNITY CULTURAL CONTRIBUTIONS	15,500	15,500	15,500	-	-	100% Outside Agency Contributions
LIBRARY	1,481,791	1,481,791	1,059,136	4,366	418,289	71%
TOTAL PARKS, RECREATION, LIBRARY, CULTURAL	\$ 4,525,526	\$ 4,608,023	\$ 3,082,804	\$ 97,017	\$ 1,428,202	67%
PLANNING AND COMMUNITY DEVELOPMENT						
PLANNING	\$ 603,342	\$ 615,150	\$ 386,324	\$ 6,887	\$ 221,939	63%
COMMUNITY DEVELOPMENT ASSISTANCE	391,407	411,643	288,081	-	123,562	70% Outside Agency Contributions
ECONOMIC DEVELOPMENT	1,264,096	1,286,809	213,974	13,016	1,059,819	17%
TOURISM	665,454	698,488	499,389	78,892	120,207	71%
STAUNTON WELCOME CENTER	62,254	62,254	32,324	-	29,930	52%
TRANSPORTATION-CSPDC	64,312	64,312	54,996	-	9,316	86%
TOTAL PLANNING AND COMMUNITY DEVELOPMENT	\$ 3,050,865	\$ 3,138,656	\$ 1,475,088	\$ 98,795	\$ 1,564,773	47%

GENERAL FUND EXPENDITURES	FY25 Original Budget	FY25 Revised Budget	ACTUAL YTD THRU MARCH 2025	ENCUMBRANCES	AVAILABLE BUDGET	% EXPENDED
TRANSFERS TO OTHER FUNDS/NON-DEPARTMENTAL						
TRANSFER TO DEBT SERVICE FUND	\$ 5,676,903	\$ 5,676,903	5,676,903	-	\$ -	100% Annual Debt Payments
TRANSFER TO CIP FUND	861,783	6,343,301	861,783	-	5,481,518	14%
TRANSFER TO EDUCATION FUND	17,256,610	17,256,610	8,628,305	-	8,628,305	50%
NON-DEPARTMENTAL EXPENDITURES	(268,200)	200,605	(282)	-	200,887	0%
TOTAL TRANSFERS AND NON-DEPARTMENTAL	\$ 23,527,096	\$ 29,477,419	\$ 15,166,709	\$ -	\$ 14,310,710	51%
TOTAL GENERAL FUND EXPENDITURES	\$ 73,503,384	\$ 84,355,247	\$ 48,989,603	\$ 1,249,738	\$ 34,115,906	58%

FY2025 GENERAL FUND BUDGET

ADOPTED BUDGET	\$ 73,503,384	JULY 1, 2024
ENCUMBRANCE CARRY FORWARDS	782,543	JULY 1, 2024
FY2025 BUDGET AMENDMENT NO. 1	46,953	AUGUST 8, 2024
FY2025 BUDGET AMENDMENT NO. 2	(121)	JANUARY 9, 2025
FY2025 BUDGET AMENDMENT NO. 3	<u>10,022,488</u>	FEBRUARY 13, 2025
FY2025 REVISED BUDGET	\$ 84,355,247	
FY2025 REVENUES	\$ 44,605,991	
FY2025 EXPENDITURES	<u>\$ (48,989,603)</u>	
FY2025 NET YTD	\$ (4,383,612)	

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	April 24, 2025	Tim Hartless Planning Manager
Item #	B	
Department:	Community Development—Planning and Zoning	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Areas: Infrastructure; Responsive, Efficient Government	
Subject:	Public Hearing and Consideration of an Amendment to Chapter 18.50 P-1, Professional District, of Title 18, Zoning, of the Staunton City Code	

Background: Melissa Swan (“the Applicant”) has requested a zoning text amendment to allow florist shops as a use permitted on review in the P-1, Professional District. The Applicant recently purchased property at 2010 N Augusta Street with the intention of relocating her business, Honey Bee’s Florist; however, 2010 N Augusta Street is zoned P-1, Professional District, and florist shops are not a permitted use in the district. If Staunton City Code Chapter 18.50 is amended to allow florist shops as a use permitted on review, a Special Use Permit could be approved to allow Honey Bee’s to operate at this location. Florist shops are permitted in business districts as a “shop for the conduct of retail business”. Staff is opposed to florist shops as a by-right use in a professional zoning district but supports florist shops as a use permitted on review. Not all professional districts are suitable for retail sales, but some areas could be compatible with small scale retail such as the area where the Applicant wishes to relocate.

Analysis: The draft amendment creates SCC section 18.50.030, Uses permitted on review and lists florist shop as the only use. The Planning Commission expressed an interest in allowing additional uses but in the interest of time for the Applicant, ultimately decided to send the amendment to Council with only florist shops included. Staff will continue to work with the

Planning Commission to evaluate other uses that could be permitted on review in the P-1 District and may bring an additional amendment to Council in the future.

Attachment 2 is a map showing the existing P-1 zoning throughout the city. Staff believes that florists shops can be permitted in the areas along N Augusta and N Coalter Streets but is opposed to florist shops on N Lewis Street and the area around E Beverley and Kalorama Streets. The Special Use Permit process allows each request to be evaluated individually based upon the specific business type and the location where it is proposed. This allows flexibility for business owners while still allowing the city to retain control over where these types of retail businesses can locate.

Planning Commission Recommendation:

At its March 20, 2025 meeting, the Planning Commission conducted a public hearing on the request. During the public hearing no one spoke in opposition and on a 5-0 vote, the Planning Commission unanimously recommended approval of the amendment.

Attachment:

Attachment 1—Application, and Supporting Documents Supplied by the Applicant

Attachment 2—Map of Existing P-1 Zoning Throughout the City

Attachment 3—Draft Ordinance

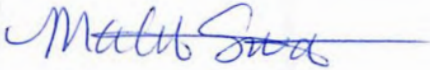
Suggested Motion: I move that Council adopt the ordinance and approve the amendment as recommended by the Planning Commission.

City Manager: Leslie Beauregard

Good morning Ms. Nesselrodt,

I wanted to follow up on our meeting on January 22nd, 2025. Per our conversation that day, I understand from the approach that you would like to make florist shops, such as ours, a use that could be permitted in the P-1 district after review and consideration by the Planning Commission and the City Council. We are supportive of this approach and would appreciate the support of Staff, the Planning Commission and the City Council. As always, please let me know if you have any questions.

Thank you-



Melissa Swan

Honey Bee's Florist

Judith Wiegand
Chair, City of Staunton Planning Commission
City Hall
116 W Beverly Street
Staunton, Virginia 24401

RE: Zoning Text Amendment Request to Permit Florist Shops in the Professional (P-1)
Zoning District

Dear Ms. Wiegand,

Thank you for your time and attention as I present an important matter for your consideration. My name is Melissa Swan and I am the owner of Honey Bee's Florist, Inc., an award-winning local florist shop that has served the local Staunton community for nearly 20 years. Since 2006, Honey Bee's has supplied and curated high quality flowers and floral arrangements to both Staunton residents and local organizations including the Staunton Police Department, the Staunton Sheriff's Office, Henry, Coffman & Bear Funeral Homes, the Staunton Volunteer Fire Department, the Staunton Augusta Rescue Squad, Staunton High School, and local churches, just to name a few important community-focused institutions.

Historically, Honey Bee's has operated at 2211 N. Augusta Street in the Terry Court Shopping Center. Recently, I leased the building that housed the Staunton Eye Clinic (a medical office building located at 2010 N. Augusta Street (the "Property")). Honey Bee's needed a larger store footprint to better serve the Staunton community. The Property is within walking distance to the Terry Court Shopping Center and is located on Route 11/ N. Augusta Street.

Given the Property's location on a busy Route 11 and its former use by the busy Staunton Eye Clinic, we assumed that Honey Bee's could properly operate here. Unfortunately, we found out soon after signing the lease for the Property that the Professional (P-1) zoning district in which the Property is located does not permit florist shops either by-right or by special use permit. After discussions with City planners, I learned that I could request this zoning text amendment which would add a "florist shop" as a by-right use within the P-1 zoning district. Respectfully, the requested use would fit seamlessly with the existing, nearby uses, including the adjacent residential uses, and will allow our long-established Staunton florist to flourish and continue to serve the greater Staunton community.

Though some might think of a florist shop as a retail business, florist shops (and Honey Bee's in particular) are far less impactful than another retail business. Of note, a florist shop such as Honey Bee's makes far more of its sales by delivery than by walk-in customers. This means that there will be less traffic than another retail business. Nevertheless, we researched the trip generation for a retail use pursuant to the standards established by the Institute of Traffic Engineers and found that even if the Property were to be used as an ordinary retail establishment (without the offsetting reduction in traffic owing to the volume of offsite floral deliveries that are common with a florist shop), the difference in traffic volumes would be nominal. As the chart below reflects, a retail use like Honey Bee's would be expected to generate two *fewer* trips in the AM peak hour, only seven more trips in the PM peak hour and only forty-eight more trips over the course of a weekday. It is very likely that there would be no discernable difference in traffic volumes owing to the change in use from the Staunton Eye Clinic to Honey Bee's.

Land Use	ITE Code	Size	Units	-- Weekday --						Weekday Total
				AM Peak			PM Peak			
				In	Out	Total	In	Out	Total	
<u>Medical</u>										
Medical-Dental Office	720	2.583 kSF		6	2	8	3	7	10	93
Total Medical Office Trips		2.583 kSF		6	2	8	3	7	10	93
<u>Retail</u>										
Strip Retail	822	2.583 kSF		4	2	6	9	8	17	141
Total Retail Trips		2.583 kSF		4	2	6	9	8	17	141
Difference (Retail - Medical)				-2	0	-2	6	1	7	48

The Zoning Ordinance requires that a Zoning Text Amendment (“ZTA”) request analyze the four factors outlined in Section 18.215.060. The analysis provided below demonstrates that amending the P-1 district to allow florist shops is a suitable and appropriate amendment for the City’s consideration.

- a. The proposed amendment shall be necessary because of substantially changed or changing conditions of the area and districts affected, or in the city generally.*

The continued growth of the business community necessitates the inclusion of the florist shop use within the P-1 district. The move from Honey Bee’s current and historical location just up the street from the Property will allow the more efficient use of City properties and the growth of the Staunton business community, which includes Honey Bee’s. As the area continues to develop, and professional businesses contemplate the most strategic site for operations, the City should contemplate additional, low impact uses to the P-1 district that support the purpose and intent of the district and the comprehensive plan. The proposed florist shop use, though not contemplated in the P-1 district, provides the City with a unique opportunity to increase the value of surrounding properties without the introduction of a potentially incompatible high-traffic generating use.

- b. The proposed amendment shall be consistent with the intent and purpose of this title.*

In accordance with Section 18.50.010 of the Ordinance, the purpose of the P-1 district is to promote and encourage the reuse of undesirable residential buildings into compatible community serving uses that will not detriment the surrounding properties. A florist shop use is appropriate given its scale and operation. Importantly, due to the nature of the business, florist shops are more likely to utilize delivery services, as opposed to traditional in-store retail traffic, minimizing vehicular traffic to the use. The zoning text amendment requested continues to realize the purpose and intent of the P-1 district which is to revitalize undesirable residential uses with compatible and attractive uses.

- c. The proposed amendment shall not adversely affect any other part of the city, nor shall any direct or indirect adverse effects results from such amendment.*

The proposed amendment will not adversely affect the surrounding neighborhood, or otherwise negatively affect the use and operation of the neighboring uses. Florist shops are wholly operational within the building footprint, and do not require any outdoor displays or storage eliminating visual impacts to the site from neighboring uses. Additionally, the operation of florist shops (and the heavy reliance on deliveries) leads to far fewer vehicular trips than what is generated

with traditional retail uses. As referenced above, a florist shop is expected to generate only 48 more total weekday trips (or 2 fewer trips in the AM peak and 7 more trips in the PM peak) than the existing medical office use. The trips generated by a florist shop pale in comparison to the trips that could be generated by a hospital or funeral home, both of which are permitted uses in the P-1 district. The proposed use will have a minimal impact on the existing, nearby uses.

d. The proposed amendment shall be consistent with and not in conflict with Staunton's master plan.

The proposed zoning text amendment request is consistent with the Staunton master plan. The Property is part of the "Professional" land use designation which "encourages development, reuse, and redevelopment of professional properties in a manner which is compatible with adjacent residential properties and maintains the residential character of the area in question" (page 2-13). The requested amendment does not change the nature or character of the building. Instead, the amendment seeks to permit a compatible, innocuous use to a land use designation already permitting low-density professional uses.

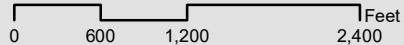
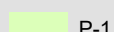
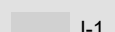
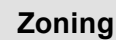
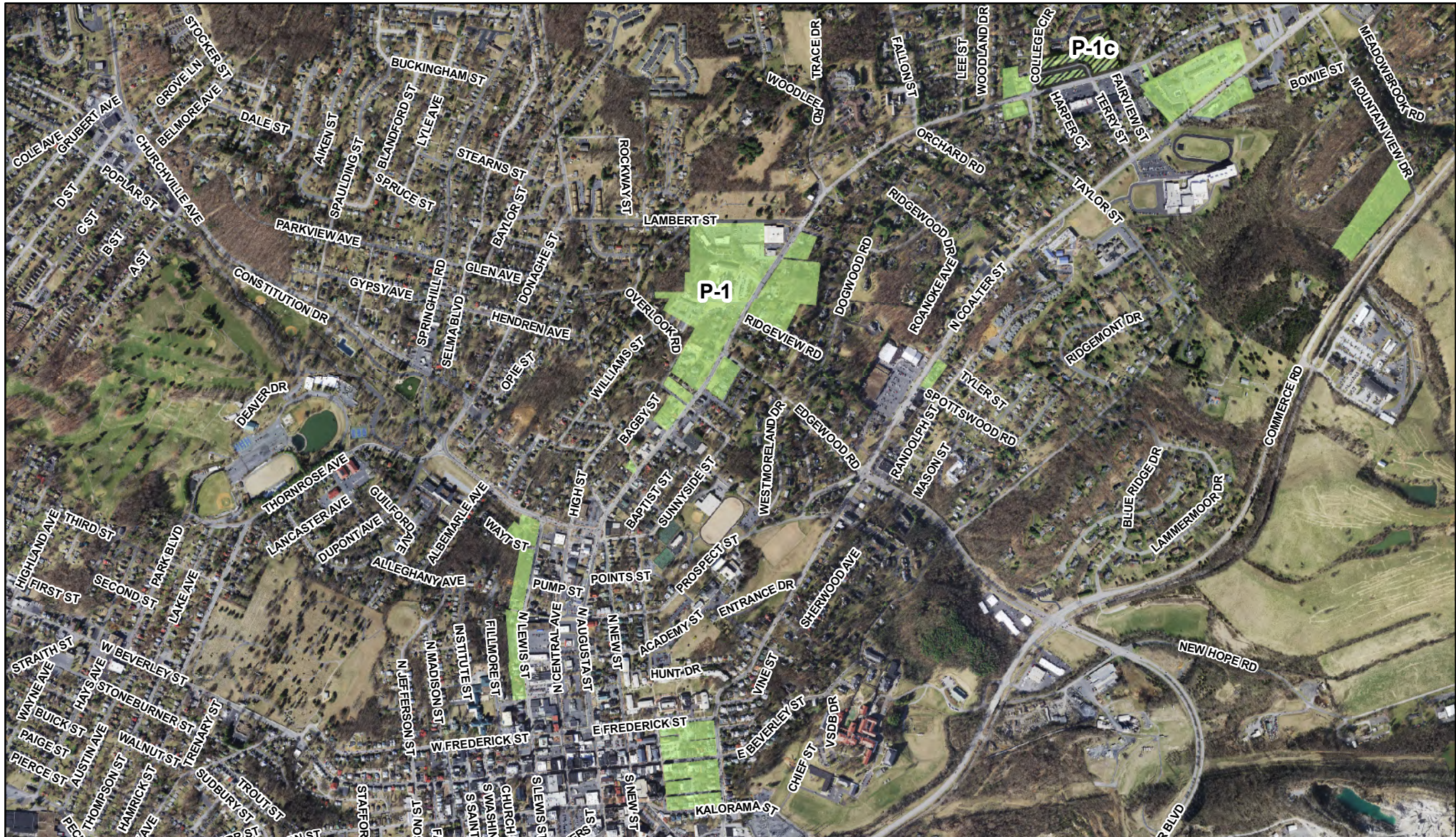
For the reasons stated herein, I respectfully request an opportunity to submit a zoning text amendment request to permit the development of florist shop uses in the Professional District. Thank you for your time and attention.

Sincerely,

Melissa Swan
Honey Bee's Florist, Inc.
2211 N. Augusta St. Staunton, Va 24401 &

Swans Properties, LLC
2010 N. Augusta St. Staunton, Va 24401

Attachment 2



Ordinance No. 2025-____

AN ORDINANCE AMENDING
CHAPTER 18.50, P1, PROFESSIONAL DISTRICT,
OF TITLE 18, ZONING, OF THE STAUNTON CITY CODE,
TO ADD SECTION 18.50.030, USES PERMITTED ON REVIEW

Recitals

A. Staunton City Code (SCC) Chapter 18.50 establishes the regulations for the P-1, Professional District within the City of Staunton;

B. Currently, Chapter 18.50 includes a list of permitted uses in the district but does not include a list of uses permitted on review;

C. Swan's Properties, LLC wishes to operate a florist shop at a property zoned Professional (P-1) and has applied for a zoning text amendment to make florist shops a use permitted on review in the P-1, Professional District;

D. Staff supports the requested amendment and believes that florist shops could be operated on certain properties within the P-1, Professional District without creating conflict or unnecessary impacts with other Professional uses;

E. It is necessary to amend SCC Chapter 18.50 by adding section 18.50.030, Uses permitted on review, and subsection 18.50.030 (1), florist shops;

F. At its February 20, 2025 meeting, the Planning Commission took action to authorize staff to proceed with drafting the necessary zoning text amendment;

G. The Staunton Planning Commission conducted a public hearing on the request, after notice and advertisement as required by law on March 20, 2025;

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

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 18.50, P-1, Professional District, of Title 18, Zoning, of the Staunton City Code, are **HEREBY AMENDED, RESTATED, AND REORDAINED** as follows:

Chapter 18.50

P-1 PROFESSIONAL DISTRICT

Sections:

18.50.010 General description.

18.50.020 Uses permitted.

18.50.030 Uses permitted on review

~~18.50.0340~~ Area regulations.

~~18.50.0450~~ Height regulations.

~~18.50.0560~~ Off-street parking.

~~18.50.0670~~ Occupancy limitations.

18.50.010 General description.

This professional district is intended to encourage and promote the use of lands adjacent to residential areas that are undesirable for residential use and older homes that are no longer practical to maintain as dwellings. These uses are intended to be compatible with the other uses in the area and should not be a detriment to the surrounding properties. One important purpose of this district is to increase the value of surrounding properties by maintaining attractive buildings with open spaces landscaped and all service entrances or unattractive area screened. (Zoning ordinance Art. 4, § 7).

18.50.020 Uses permitted.

The following uses shall be permitted in the P-1 professional district:

(1) Any use permitted in the R-4 residential district.

(2) Any use permitted on review in the R-4 district.

(3) Medical care facility, except veterinary establishments.

(4) Clinical laboratories.

(5) Hospitals, incidental hospital retail uses such as cafeterias, gift or variety shops, soda bars conducted solely for the convenience of employees, patients, patrons, or visitors wholly within the principal buildings and without exterior advertising display.

(6) Agencies and offices rendering specialized services in the professions, finance, insurance, real estate and brokerage, including service agencies not involving on-premises retail or wholesale trade nor the maintenance of a stock of goods for display of sale.

(7) Chiropractors, optometrists, osteopaths.

(8) Dental laboratories.

(9) Offices of architects and engineers.

(10) Funeral homes.

(11) Signs as regulated by Chapter 18.140 SCC.

(12) Living or sleeping quarters shall be permitted in the same building with professional uses, provided they meet the requirements of the building codes and additional off-street parking is provided.

(13) Co-location of telecommunication antenna and related equipment as regulated in SCC 18.185.020(4). (Zoning ordinance Art. 4, § 7).

18.50.030 Uses permitted on review.

The following uses may be permitted on review by the city council in accordance with provisions contained in Chapter 18.210 SCC:

(1) Florist shops.

18.50.0340 Area regulations.

The following shall apply to all uses permitted in this district:

(1) Front Yard. All buildings shall set back from the street right-of-way lines not less than 25 feet.

(2) Side Yard. On the side of a lot adjoining a residential district, there shall be a side yard of not less than 12 feet. There shall be a side yard setback from an intersecting street of not less than 25 feet. In all other cases, a side yard for a professional building shall not be required. Side yard for dwellings shall be as required in the R-4 district.

(3) Rear Yard. There shall be a rear yard, alley, service court or combination thereof, of not less than 30 feet in depth and all of the service areas of all buildings shall be completely screened from public view with permanent ornamental screening materials. Rear yard for dwellings is the same as R-4 district.

(4) Maximum Lot Coverage. No building or buildings shall cover more than 35 percent of the lot area. (Zoning ordinance Art. 4, § 7).

18.50.0450 Height regulations.

No building shall exceed two and one-half stories, or 35 feet in height, except as provided in Chapter 18.115 SCC. (Zoning ordinance Art. 4, § 7).

18.50.0560 Off-street parking.

Off-street parking is as regulated in Chapter 18.125 SCC. (Zoning ordinance Art. 4, § 7).

18.50.0670 Occupancy limitations.

Occupancy limitations are as regulated in Chapter 18.180 SCC. (Zoning ordinance Art. 4, § 7)

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:

112 Adopted:
113 Effective Date:
114
115
116

Michele D. Edwards, Mayor

117
118
119
120 ATTEST: _____

Kiley A. Kesecker,
Clerk of Council

DRAFT

CITY COUNCIL



AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	April 24, 2025	Tim Hartless Planning Manager
Item #	C	
Department:	Community Development— Planning and Zoning	
Alignment with Staunton Plan (Value/Strategic Area):	Strategic Areas: Infrastructure; Responsive, Efficient Government	
Subject:	Public Hearing and Consideration of a Request by Melissa Swan for a Special Use Permit at 2010 North Augusta Street to Operate a Florist Shop in a P-1, Professional District	

Background: Melissa Swan, owner of Honey Bee's Florist, is requesting a Special Use Permit at 2010 N Augusta Street to operate her florist business. The property is located on N Augusta Street near the intersection with College Circle. The property is zoned P-1, Professional District. In the immediate area, there are a number of professional and business offices, Terry Court Shopping Center, and many residential uses.

Professional zoning is intended for residential uses as well as professional business offices. Currently, a shop for the conduct of retail business is not a permitted use either by-right or on review. Ms. Swan acquired the property in January, 2025, unaware of the permissible uses of P-1 zoning and is now requesting a Special Use Permit.

Ms. Swan has also requested a zoning text amendment to allow florist shops in a P-1, Professional District. If the zoning text amendment is approved, this request can be considered. If the zoning text amendment is not approved, this Special Use Application will be void because the requested use would not be permitted.

Analysis: As shown on the attached map (Attachment 3), surrounding zoning is P-1, Professional, to the north, south, and east, R-2, Low Density Residential, to the southwest, and R-1, Low Density Residential, to the west.

The property is part of the N Augusta Street Entrance Corridor Overlay (ECO) District and if any exterior changes are made to the structure, the changes would be reviewed and approved through the ECO review process. This would include changes to the building façade including windows and doors as well as any exterior lighting and signs.

The *City of Staunton, Virginia, Comprehensive Plan 2018-2040*, Future Land Use Map, designates this area as Professional. This designation is characterized as service-oriented uses with consideration to the character of the area. These uses are found in the residential areas along major thoroughfares and adjacent to the Central Business District. Although florist shop is a retail use, it could also be considered a service-oriented use. Given the 8 a.m. – 5 p.m. Monday through Saturday operations of a florist shop, staff believes the requested Special Use Permit is consistent with this designation.

Planning Commission Recommendation:

At its March 20, 2025 meeting, the Planning Commission conducted a public hearing on the request. During the public hearing no one spoke in opposition and on a 5-0 vote, the Planning Commission unanimously recommended approval of the request.

Attachment:

Attachment 1—Application, and Supporting Documents Supplied by the Applicant

Attachment 2—Vicinity Map

Attachment 3—Current Zoning Map

Attachment 4—Future Land Use Map

Attachment 5—Draft Resolution

Suggested Motion: I move that Council adopt the resolution and approve the Special Use Permit with its condition as recommended by the Planning Commission.

City Manager: Leslie Beauregard



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

APPLICATION FOR SPECIAL USE PERMIT

DATE: 2/27/2025

NAME OF APPLICANT: Honey Bee's Florist / Melissa Swan

ADDRESS OF APPLICANT: 1102 Donaghe St. Staunton, VA
24401

PHONE #: 540-887-1221

E-MAIL ADDRESS: Honeybeesflorist1@gmail.com

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

LOCATION OF PROPERTY: 2010 N. Augusta St., Staunton,
VA

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

FEE PAID: YES ☒ NO ☐ CN# 9442 2/27/25
*check or cash only

PRESENT ZONING OF THE PROPERTY: P1

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

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

yes

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

Highlighted areas on building schematic attached
SIGNATURE: Melina Swan

Dear Planning and Zoning Department,

Thank you to the Planning and Zoning Department and Planning and Zoning Commission for your consideration of our business. We are so grateful to have the ability to apply for a special use permit as well as an amendment to the zoning code.

We believe we have met all the building and area requirements as stated in section 18.50.030. As well as off-street parking, we have 8 regular parking spaces and 1 handicap space at the buildings main entrance. As well as 30 parking spaces around the back of the building, which the optical shop and Dr. Stathos used for years. We also have a handicapped-accessible ramp and bathroom for customers to enter the building safely and have facilities should they need them.

We have documentation to support our annual credit card sales to show we do more than half of our business over the phone and on the website. We have security cameras also to support how much traffic we have coming to the shop daily, which we believe is a small number compared to the visits Dr. Stathos received each day when his practice was open until last fall.

We have worked with many local community programs with students from all over Augusta County that are interested in the floral industry. From Buffalo Gap High School, Wilson High School, V.S.D.B., & Woodrow Wilson Rehab to name a few...

We offer goods for sale to be added to our floral arrangements, and ALL of them (7) are local artists looking for an outlet for their talents and an avenue to sell their goods. Anything from Local art by Natalie Dubrowski with florals and resin to handmade scrubs by Honey Sweet Face and Body by Nadia Ware.

Thank you once again for your time and consideration. I appreciate all the hard work and planning that's gone into making these changes. Should you all need any further documentation from me don't hesitate to reach out, I will provide whatever I can.

Sincerely,

Melissa Swan
Honey Bee's Florist, Inc.
2211 N. Augusta St. Staunton, Va 24401 &

Swans Properties, LLC
2010 N. Augusta St. Staunton, Va 24401

2010 N AUGUSTA ST

Location 2010 N AUGUSTA ST

Acct# 2946

Owner SWAN'S PROPERTIES LLC

Assessment \$282,300

PID 2946

Building Count 1

Legal Description LOT C (REV LOTS 1-6, 3A,-3B)
BLK 1-PLAT 283/725

Historic Dist

Zoning P1

Map Number 278

Subdivision COLLEGE PARK

Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2025	\$203,100	\$79,200	\$282,300

Owner of Record

Owner SWAN'S PROPERTIES LLC
Co-Owner
Address 2211 N AUGUSTA ST
STAUNTON, VA 24401

Sale Price \$270,000
Certificate
Book & Page 250000014/0
Sale Date 01/03/2025
Instrument 01

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
SWAN'S PROPERTIES LLC	\$270,000		250000014/0	01	01/03/2025
STATHOS JOHN A JR	\$0		0432/0507	01	10/15/1999
GARDNER RICHARD E ETAL	\$0		0270/0056	00	03/25/1981

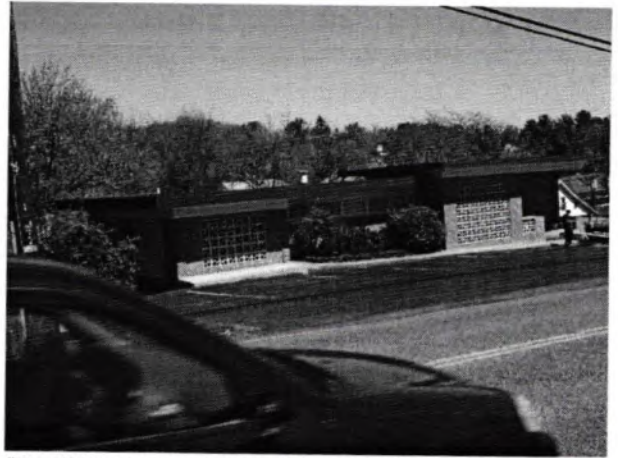
Building Information

Building 1 : Section 1

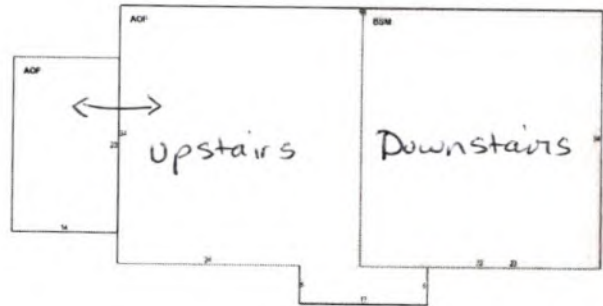
Year Built: 1961
Living Area: 2,583
Replacement Cost
Less Depreciation: \$164,300

Building Attributes

Field	Description
Style:	Office
Model	Comm/Ind
Grade	C Level 5
Stories:	
SF Bsmt	1088.00
Exterior Wall 1	Brick Veneer
Exterior Wall 2	
Roof Structure	Gable
Roof Cover	Comp Shingle
Interior Wall 1	Plaster
Adjustment	
Interior Floor 1	Cpt/Vinyl
Occupancy	
Heating Fuel	Gas
Heating Type	Hot Air
AC Type	Central
Foundation	Cinderblock
Bldg Use	Medical Office
Total Rooms	10
Total Bedrms	
Total Baths	1
Half Baths	2
Bsmt Type	Partial
1st Floor Use:	
Attic Type	
Frame Type	Wood Frame
Attic SF	
Ceiling/Wall	
Rooms/Prtns	
Wall Height	0.00
% Comn Wall	

Building Photo

(https://images.vgsi.com/photos/StauntonVAPhotos/A00\00\25\12.JPG)

Building Layout

(ParcelSketch.ashx?pid=2946&bid=2946)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
AOF	Office	2,583	2,583
BSM	Basement	1,088	0
		3,671	2,583

Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
FBM	SF Fin Bsmt	1088.00 S.F.	\$38,800	1

Land

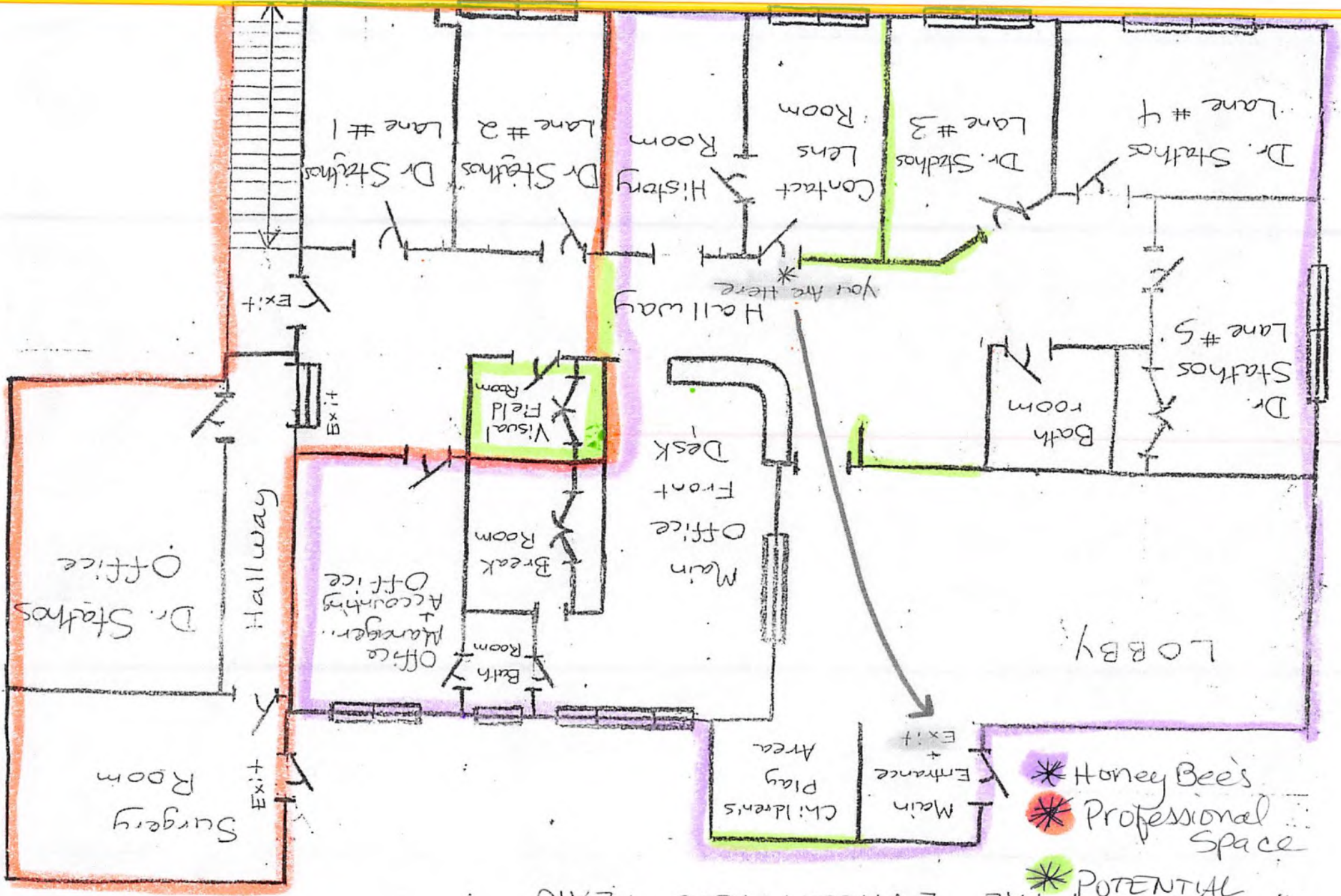
Outbuildings	Legend
No Data for Outbuildings	

Valuation History

Assessment			
Valuation Year	Improvements	Land	Total
2024	\$188,400	\$79,200	\$267,600
2023	\$188,400	\$79,200	\$267,600
2022	\$174,500	\$72,100	\$246,600

(c) 2025 Vision Government Solutions, Inc. All rights reserved.

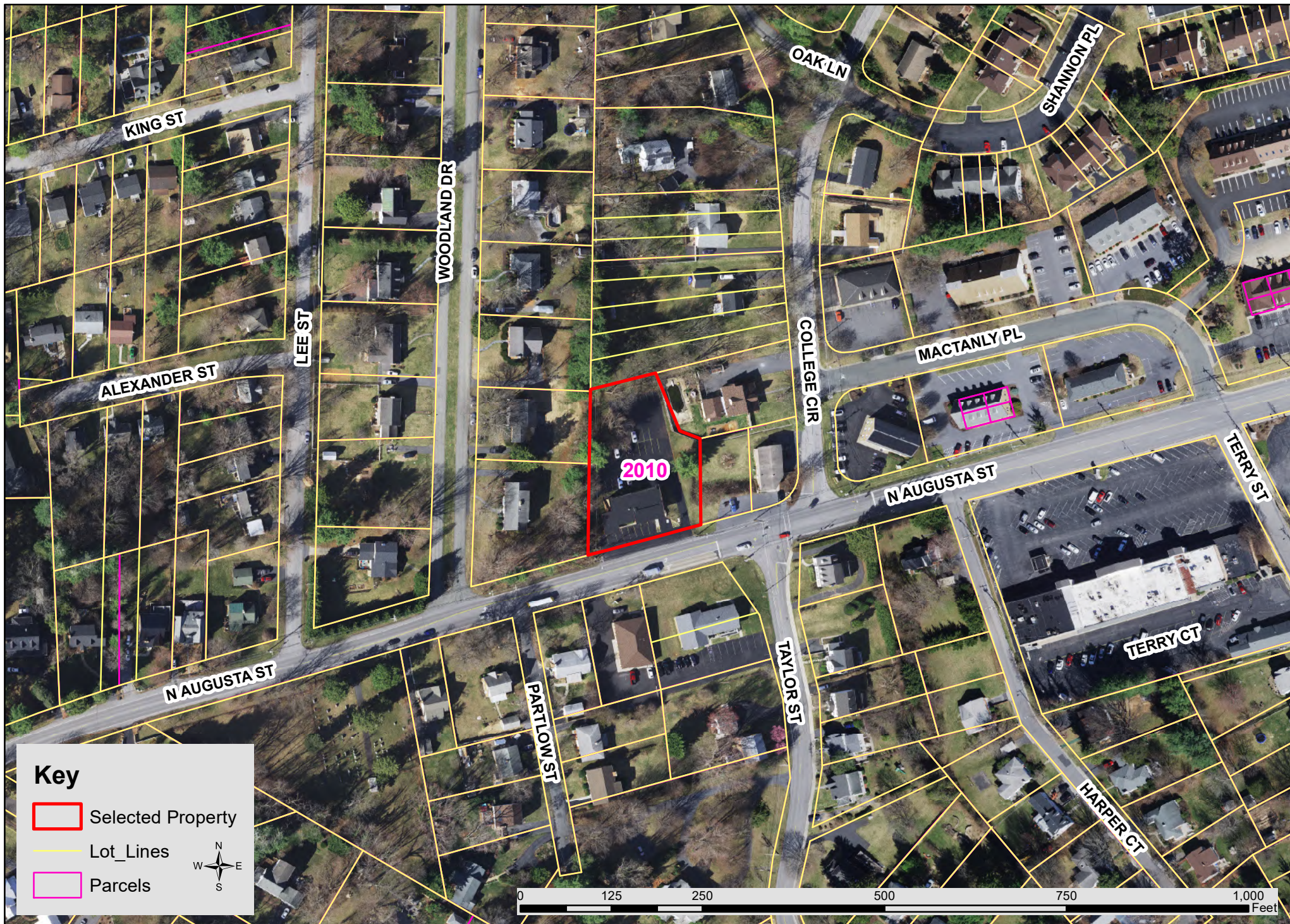
Swatifications FIRE EVACUATION PLAN



- * Honey Bee's
- * Professional Space
- * POTENTIAL FIRE

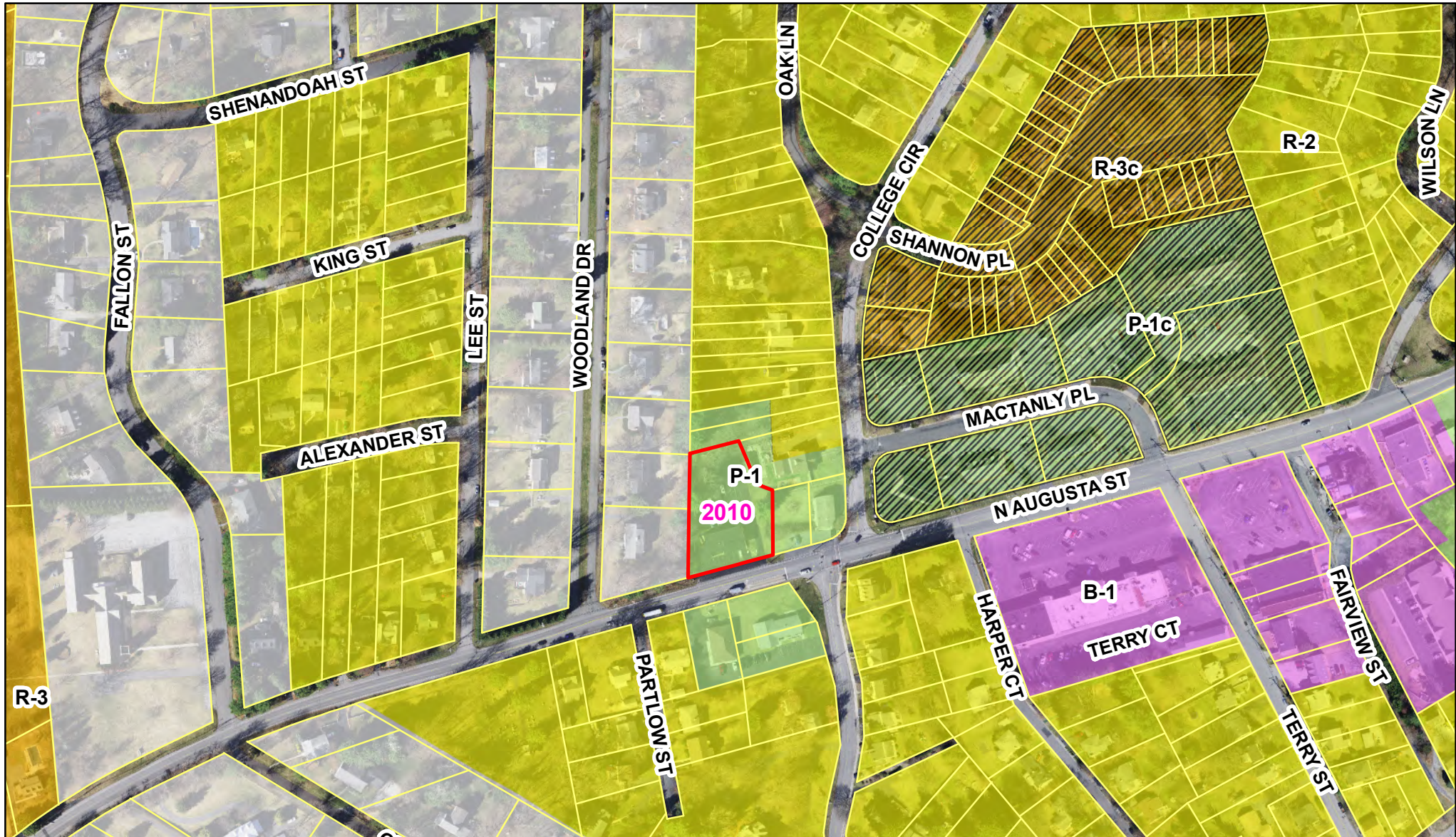
Vicinity Map: 2010 N Augusta St

Attachmnet 2



Current Zoning: 2010 N Augusta St

Attachment 3



0 115 230 460 Feet

Zoning

B-1
B-1(conditional)
B-2
B-2(conditional)

B-3
B-5
HE-1
I-1

I-1(conditional)
I-2
I-2(conditional)
I-3(conditional)
P-1

P-1(conditional)
R-1
R-2
R-2(conditional)
R-3

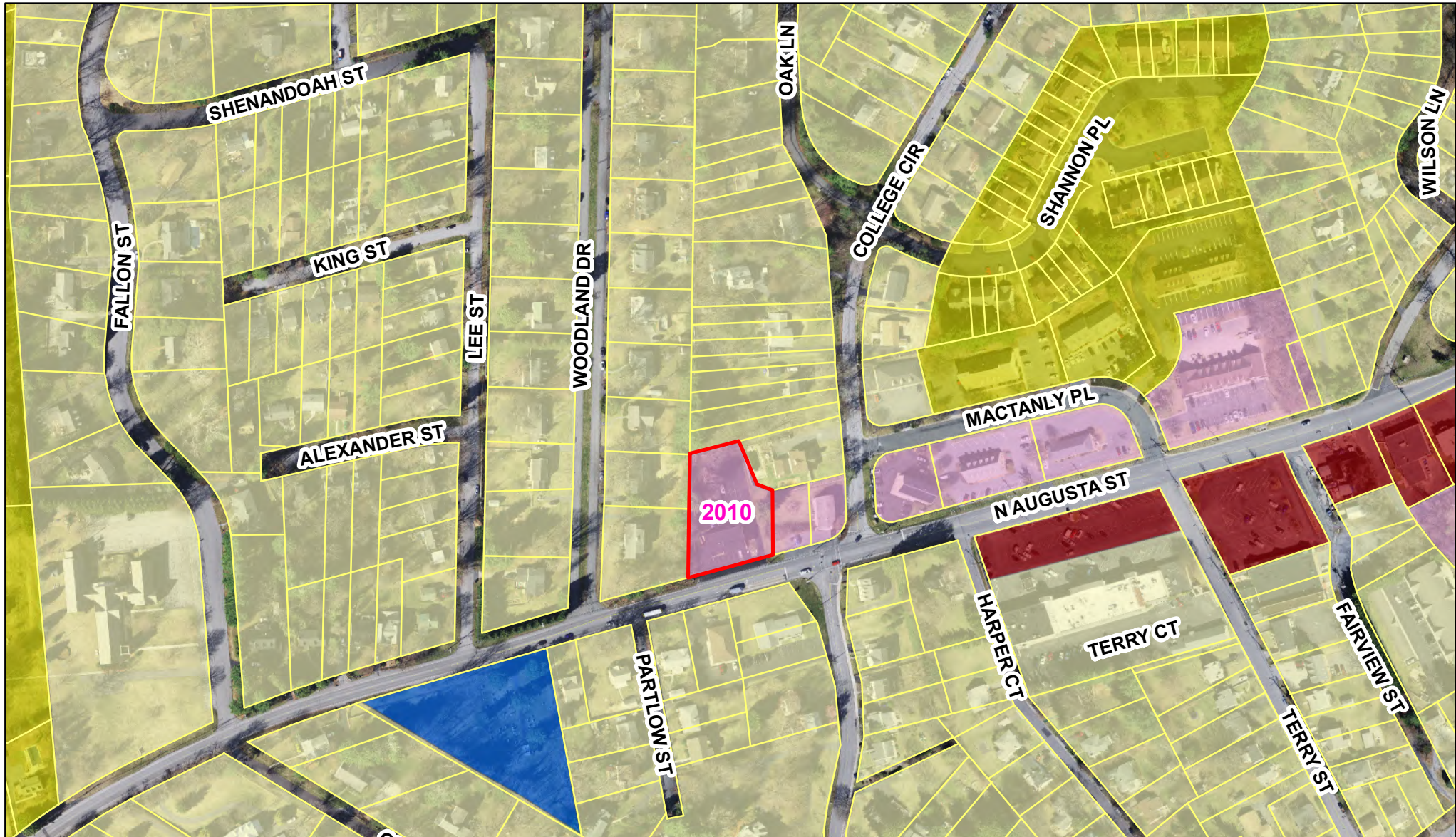
R-3(conditional)
R-4
R-4(conditional)
TRD-1 (Traditional Residential Development District)

Additional Layers

Selected Property
Lot_Lines

Future Land Use: 2010 N Augusta St

Attachment 4



Future Land Use

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

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

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

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

Additional Layers

- Selected Property
- Lot_Lines



0 115 230 460 Feet

1
2
3
4
5
6
7
8
9

**RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
GRANTING A SPECIAL USE PERMIT FOR A
FLORIST SHOP
AT 2010 N AUGUSTA STREET (PIN 2946)**

10
11
12
13
14
15
16
17
18
19

Recitals

20
21
22
23
24
25
26
27
28
29
30
31
32
33

A. Swan's Properties, LLC (Owner), owner of certain land identified as parcel identification number (PIN) 2946, currently addressed as 2010 N Augusta Street, in the City of Staunton, Virginia (the Property), having acquired the land through a deed dated December 31, 2024 and recorded in the Clerk's Office of the Circuit Court of the City of Staunton as Instrument Number 250000014, is requesting a Special Use Permit to use the existing building located on the property as a florist shop (the Project);

B. The Owner seeks a Special Use Permit under Staunton City Code (SCC) Section 18.50.030 to establish the new use;

C. The Property is located within a P-1, Professional District, which, according to SCC Section 18.50.030 florist shops may be permitted on review;

D. The Staunton Planning Commission conducted a public hearing on the request, after notice and advertisement as required by law on March 20, 2025 and recommended approval of the Special Use Permit;

E. Upon consideration of comments received at the public hearing, as well as the factors set forth within Section 18.50.030 and Chapter 18.210 of the SCC, Staunton City Council finds and determines that granting the proposed Special Use Permit would serve the public necessity, convenience, general welfare and good zoning practice; and

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

34
35
36
37

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Staunton, Virginia that a Special Use Permit is hereby granted to allow the Project to be established on the Property, subject to the following conditions:

- 38
39
40
41
42
1. Any alterations to the building must comply with the provisions of the Virginia Uniform Statewide Building Code as determined by the Staunton Building Official and Title 18, Zoning, of the Staunton City Code as determined by the Staunton Zoning Administrator.

43 Introduced:

44 Adopted:

45 Effective:

46

47
48
49
50
51
52
53

Michele D. Edwards, Mayor

Attest:

Kiley A. Kesecker, Clerk of Council

DRAFT

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	April 24, 2025	John C. Blair City Attorney Chris Tuttle Parks and Recreation Director
Item #	D	
Department:	Parks and Recreation	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Engagement	
Subject:	Public Hearing and Consideration of an Ordinance Authorizing the Lease Agreement Between City of Staunton and Staunton Baseball, Inc. for the Limited Use of Baseball Field and Operation of Concession Rights	

Background: The City intends to enter into a lease agreement with Staunton Baseball, Inc. for the lease of John Moxie Memorial Baseball Stadium and related facilities for the purposes of the 2025 Valley League baseball season and the operation of the concession stand at the stadium. Staunton Baseball, Inc. also wants to hold promotional music events immediately preceding the homes games on May 31st, June 7th, 14th, and 28th, and July 20th. Staunton Baseball, Inc. staff have requested access to office facilities beginning May 20, 2025. No field activity will take place until after May 20, 2025. The proposed lease agreement has been reviewed by the City Attorney with staff (Attachment 1). A public hearing is required, as properly noticed in *The News Leader* (Attachment 2). Subsequent to the public hearing, Council may consider the proposed lease agreement and proposed ordinance (Attachment 3).

Attachments:

Attachment 1—Proposed Lease Agreement
Attachment 2—Public Hearing Notice
Attachment 3—Proposed Ordinance

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

Suggested Motion: I move that City Council adopt the ordinance authorizing approval of the lease agreement between the City of Staunton and Staunton Baseball, Inc. for the limited use of the baseball field and operation of concession rights beginning May 20, 2025, and further authorizing the City Manager be authorized to execute the lease agreement with such modifications and in final form as approved by the City Attorney.

City Manager: Leslie Beauregard

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

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

THIS LEASE AGREEMENT (Agreement), dated _____, 2025 for identification, is made by and between THE CITY OF STAUNTON, VIRGINIA (the City), a municipal corporation of the Commonwealth of Virginia, and STAUNTON BASEBALL, INC. (Staunton Baseball) a Virginia corporation (SCC ID: 0732260-5).

1. Recitals.

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

1.2. Staunton Baseball has requested the use of John Moxie Memorial Baseball Stadium (Stadium) for the purposes, during summer months, of playing baseball at night during the Valley League Baseball Season. Staunton Baseball also wants to hold promotional music events immediately preceding the homes games on May 31st, June 7th, 14th, and 28th, and July 20th. A copy of a sketch of the stadium area is attached as **Exhibit A.**

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

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

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

2. **Property.** The City hereby leases to Staunton Baseball and Staunton Baseball hereby leases from the City, for the term of this Agreement, the Facilities. Furthermore, the City also hereby grants unto Staunton Baseball, for the term of this Agreement, the sole and exclusive privilege to concession rights at the Stadium.

3. **Term.** The term of this Agreement shall be from May 20, 2025, to and including August 10, 2025, and rent shall be the sum of \$1.00 paid by Staunton Baseball to the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.2. Staunton Baseball will provide the City with a schedule for the season on or before June 1, 2025. After the schedule is submitted to the City, all changes of dates and times must be submitted for approval by the City at least twenty-four (24) hours prior to such changes being made.

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

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

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

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

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

baseball games or events will be scheduled by Staunton Baseball which will conflict with or distract from, in the sole discretion of the City, such events in or adjacent to such park, baseball field, or other recreational or transportation near the Stadium. No games will be scheduled during the period of June 29, 2025 through July 5, 2025, without prior permission of the City.

8. **Environmental Indemnification.**

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

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

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

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

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

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

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

10. **Insurance.**

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

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

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

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

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

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

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

To the City:

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

With a copy to:

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

Fax: 540-851-4001

To Staunton Baseball:

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

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

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

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

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

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

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

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

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

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

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

WITNESS the following signatures and seals.

The City of Staunton

Leslie M. Beauregard, City Manager

Date: _____

Staunton Baseball, Inc.

Lance Mauck, President

Date: _____

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

At the regular meeting of Staunton City Council to be held at **7:00 p.m. on April 24, 2025**, in the Rita S. Wilson Council Chambers, located on the first floor of City Hall, 116 West Beverley Street, Staunton, Virginia, Council will hold public hearings for the following:

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

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

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

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

All persons wishing to be heard at the public hearings are invited to attend. The public may also participate in the public hearings by Zoom, or by phone. Specific instructions to participate by Zoom or by phone can be found at: <https://www.ci.staunton.va.us/government/city-council/access-city-council-meetings>.

Those interested in listening to the meeting may do so via live stream from the City's website or by listening to the public access television Channel (Comcast Channel 7).

Hearing impaired persons desiring to participate in the public hearings should contact the Clerk of Council by email at keseckerka@ci.staunton.va.us, to request an interpreter.

Kiley A. Kesecker
Clerk of Council

Please publish on Wednesday, April 16, 2025 as a boxed ad in the “Legal Notice” section of the paper.

DRAFT 03.13.25

Ordinance No. 2025 - _____

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

Recitals

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

B. Staunton Baseball, Inc. is a privately organized and operated organization that has requested a lease agreement for the use of John Moxie Memorial Baseball Stadium for the purposes, during summer months, of playing baseball during the Valley League Baseball Season, including the operation of a concession stand, and to hold promotional music events immediately preceding the homes games on May 31st, June 7th, 14th, and 28th, and July 20th;

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA that it authorizes the lease agreement between the City of Staunton and Staunton Baseball, Inc. for the limited use of the baseball field and operation of concession rights to and including _____, 2025; and it is

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

Introduced:

Adopted:

Effective Date:

Michelle Edwards, Mayor

ATTACHMENT 3

DRAFT 03.13.25

46

47

ATTEST: _____

48

Kiley A. Kesecker

49

Clerk of Council

DRAFT

CITY COUNCIL



Staunton, VA

AGENDA BRIEFING

Meeting Date:	April 24, 2025	John C. Blair City Attorney Chris Tuttle Parks and Recreation Director
Item #	E	
Department:	Parks and Recreation	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Engagement	
Subject:	Public Hearing and Consideration of an Ordinance Authorizing a Lease Agreement Between City of Staunton and Happy Birthday America, Inc.	

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

Attachments:

Attachment 1—Proposed Lease Agreement
Attachment 2—Public Hearing Notice
Attachment 3—Proposed Ordinance

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

Suggested Motion: I move that City Council adopt the ordinance authorizing the approval of the lease agreement between the City of Staunton and Happy Birthday America, Inc., and further authorizing the City Manager to execute the lease agreement with such modifications and in final form as approved by the City Attorney.

City Manager: Leslie Beauregard

**LEASE AGREEMENT FOR
HAPPY BIRTHDAY AMERICA'S
2025 FOURTH OF JULY HOLIDAY ACTIVITIES**

THIS LEASE AGREEMENT (Agreement), dated _____, 2025, for identification, is made by and between the CITY OF STAUNTON, VIRGINIA (the City), a municipal corporation of the Commonwealth of Virginia, and HAPPY BIRTHDAY AMERICA, INC. (HBA), a Virginia non-profit corporation (SCC ID: 08246308) and independent contractor.

1. **Recitals.**

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

1.2. HBA is a privately organized and operated organization that for charitable and educational purposes desires to sponsor and conduct Fourth of July-related activities for the year 2025.

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

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

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

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

3. **Term and Rent.** The term of this Agreement shall be from June 29, 2025, to and including July 5, 2025, and the rent shall be the sum of \$1.00 paid by HBA to the City. Notwithstanding the foregoing, HBA shall be permitted to use Gypsy Hill Gymnasium on June 29, 2025, to prepare for and to conduct a pageant. HBA's use of

Gypsy Hill Gymnasium is a limited duration license of the property and shall expire at the conclusion of pageant activities in June 2025.

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

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

6. **Uses by HBA.** HBA will be permitted to conduct a general celebration of the birth of the United States of America upon the Property in accordance with a general schedule of events reviewed by the City for the purpose of avoiding scheduling conflicts. In this regard, HBA shall submit to the City’s Director of Recreation and Parks by July 1, 2025, a written schedule of proposed events solely for the City to plan public safety and traffic logistics. Any events or activities shall be concluded and crowds dispersed by not later than 11:30 p.m. local time on each day that HBA leases the Property.

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

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

9. **Traffic and Crowd Control; Personal Property; Parking.** As determined necessary, in its sole discretion, the City will provide, through the City Police Department, traffic, parking, and crowd management at the City’s expense as part of the regular operations of the City Police Department. HBA, however, shall provide for the safekeeping of HBA’s personal property situate on the Property at HBA’s expense, with

the City having no liability with regard to the safekeeping of the personal property of HBA or the personal property of any HBA sublessee. With regard to parking on the fairgrounds parking lot, HBA will provide a limited number of parking spaces for persons with disabilities and concessionaires. Persons who do not display an appropriate government-issued credential for persons with disabilities or a pass issued by HBA will not be permitted to park in that area reserved for persons with disabilities and concessionaires. HBA shall assure reasonable access to any person with a disability.

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

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

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

13. **Environmental Indemnification.**

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

13.2. In the event the City or HBA becomes aware of the presence of any Hazardous Wastes or Toxic Substances affecting the Property in violation of any federal,

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

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

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

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

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

15. **Insurance.**

15.1. At its expense and prior to _____, 2025, HBA shall provide the City with satisfactory evidence, as determined by the City in its sole discretion, that HBA has obtained and paid for a general policy of public liability insurance (with the City as an additional named insured therein) insuring HBA and the City for injuries or damage to persons or property occurring by reason of HBA's, its agents', sublessees' or invitees' use of the Property. Such policy shall be in an amount not less than \$1,000,000.00 for any single event occurrence, or injury. The insurance policy shall also have not less than a \$2,000,000.00 aggregate policy limit and "non-owned" automobile liability coverage provisions. HBA shall require each parade participant to have a policy of automobile insurance in force at the time of parade participation that includes the following minimum limits: bodily injury/death, \$300,000, and property damage, \$100,000. The insurance required by this section shall be carried with an insurance company licensed to do business in the Commonwealth of Virginia and rated no less than A- by A.M. Best.

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

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

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

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

To the City:

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

With a copy to:

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

To HBA:

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

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

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

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

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

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

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

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

24. **Termination.** The City reserves the right to terminate this Agreement at any time on twenty-four (24) hours' written notice to HBA upon default of HBA on any

condition herein set forth, or upon violation by HBA of any ordinances of the City or any laws of the Commonwealth of Virginia or of the United States. It is expressly understood that the City shall have the right, but not the obligation, to terminate this Agreement if it reasonably believes HBA to be in violation of any ordinances or laws as aforesaid, and HBA hereby waives any claim for any damages resulting from termination of this Agreement as aforesaid even though it should subsequently be shown that HBA was not, in fact, in violation.

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

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

City of Staunton, Virginia

By: _____
Leslie M. Beauregard, City Manager

Date: _____

Happy Birthday America, Inc.

By: _____
Andrew Deitz, President

Date: _____

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

At the regular meeting of Staunton City Council to be held at **7:00 p.m. on April 24, 2025**, in the Rita S. Wilson Council Chambers, located on the first floor of City Hall, 116 West Beverley Street, Staunton, Virginia, Council will hold public hearings for the following:

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

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

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

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

All persons wishing to be heard at the public hearings are invited to attend. The public may also participate in the public hearings by Zoom, or by phone. Specific instructions to participate by Zoom or by phone can be found at: <https://www.ci.staunton.va.us/government/city-council/access-city-council-meetings>.

Those interested in listening to the meeting may do so via live stream from the City's website or by listening to the public access television Channel (Comcast Channel 7).

Hearing impaired persons desiring to participate in the public hearings should contact the Clerk of Council by email at keseckerka@ci.staunton.va.us, to request an interpreter.

Kiley A. Kesecker
Clerk of Council

Please publish on Wednesday, April 16, 2025 as a boxed ad in the “Legal Notice” section of the paper.

DRAFT 03.13.25

Ordinance No. 2025 -

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

**AN ORDINANCE
AUTHORIZING THE APPROVAL
OF A LEASE AGREEMENT
BETWEEN THE CITY OF STAUNTON AND
HAPPY BIRTHDAY AMERICA, INC. FOR
HAPPY BIRTHDAY AMERICA'S BIRTHDAY CELEBRATION
2025 FOURTH OF JULY HOLIDAY ACTIVITIES**

Recitals

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

B. Happy Birthday America, Inc. (HBA) is a privately organized and operated organization that has requested a lease agreement for charitable and educational purposes to sponsor and conduct Fourth of July-related activities for the year 2025;

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STAUNTON, VIRGINIA that it authorizes the lease agreement between the City of Staunton and Happy Birthday America, Inc. to sponsor and conduct Fourth of July-related activities for the year 2025; and it is

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

Introduced:

Adopted:

Effective Date:

Michelle Edwards, Mayor

ATTACHMENT 3

DRAFT 03.13.25

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

DRAFT

CITY COUNCIL



AGENDA BRIEFING

Staunton, VA

Meeting Date:	April 24, 2025	Leslie Beauregard City Manager Jessie Moyers Chief Finance Officer
Item #	F	
Department:	City Manager’s Office Finance	
Alignment with Staunton Plan (Value/Strategic Area):	Value: Excellence Strategic Area: Responsive, Efficient Government	
Subject:	Consideration of an Ordinance to Establish a Budget for Fiscal Year 2026, July 1, 2025—June 30, 2026, totaling \$164,535,789 and for the Capital Improvement Plan FY2026-FY2030	

Background: The City Manager presented the Fiscal Year (FY) 2026 budget at the March 27, 2025 Council meeting. The budget presented to Council establishes a real estate tax rate at \$.91 per \$100 of assessed value.

Since the initial budget presentation, modifications have been made to the General Fund budget in the amount of \$190,500. The updated FY2026 General Fund Budget is \$79,803,513. The modifications to the proposed budget include:

Additional Revenues of \$190,500

\$50,000 – Increase in Business License Tax Revenue

\$140,500 – Increase in Personal Property Tax Revenue

Additional Expenditures of \$190,500

(\$35,080) – Economic Development website

\$225,580 – Phase I of Police Department Career Development Plan

A public hearing for the proposed real estate tax rate was advertised on February 25, 2025 in *The News Leader* and conducted at the March 27, 2025 Council meeting.

The public hearing for all ordinances for the proposed budget was advertised on April 2, 2025 in *The News Leader* and conducted at the April 10, 2025 Council meeting.

Council held budget discussions on the proposed budget on April 3, April 10, and April 17 for the City and School Division Proposed Budgets.

The attached FY2026 Budget Ordinance is presented for consideration at the April 24, 2025 Council meeting and is based upon the City Manager's Proposed Budget with modifications mentioned earlier.

The FY2026 Budget Ordinance includes the following:

- Totals \$164,535,789 (City Budget = \$112,846,285 and School Budget = \$51,689,504).
- Provides \$18,904,462 in local funding to Staunton City Schools, an increase of \$1,647,852 over FY2025's Adopted Budget.
- Provides \$6,586,025 for all annual debt service payments for all funds.
- Provides \$1,518,813 as a transfer to the City Capital Improvement Fund.
- Sets the real estate tax at \$0.91 per \$100 of assessed values, effective January 1, 2025.
- Maintains the current personal property tax rate at \$2.90 per \$100 of assessed value, effective January 1, 2025.
- Maintains the current machinery and tools tax rate at \$1.24 per \$100 of assessed value.
- Adds 1 full-time position and 1 part-time position for the Sheriff's Office, 1 full-time and 1 part-time position for the Building Maintenance Department to the General Fund. All positions relate to Staunton's new Juvenile & Domestic Relations District Courthouse.
- Restores funding for one previously frozen full-time position in the Traffic Department.
- Restores funding for one previously frozen full-time position in the Water Distribution Division in the Water fund.
- Provides \$1,334,421 in funding to outside agencies, an increase of \$179,465.
- Maintains the current utility rates for water, sewer, and stormwater.
- Provides no increase in residential or commercial refuse collection fees.

FY2026-2030 Capital Improvement Plan

- An overview of the plan was presented to the Planning Commission on January 16, 2025. A public hearing, consideration, and approval of the plan occurred at the Commission's February 20, 2025. The plan was approved on a unanimous vote.

- The plan was presented to the School Board on December 9, 2024 and adopted by the School Board on January 13, 2025.
- The plan was introduced to City Council on February 27, 2025, with subsequent work sessions on April 3, April 10 and April 17. Final consideration of the plan is scheduled for City Council's meeting on April 24, 2025.
- The scheduled FY2026-2030 Capital Improvement Plan totals \$78,729,917 for all city and school funds.
- While \$1,518,813 is a General Fund transfer to the FY 2026 City Capital Improvement Fund, the remainder of the FY 2026 Capital Improvement Plan will be appropriated at a later date with FY 2025 Year End Carryover.

Attachment: FY 2026 Budget Ordinance

City Manager's Recommendation: Recommend Council adopt the FY2026 Budget Ordinance establishing a budget totaling \$164,535,789, and adoption of the FY2026-2030 Capital Improvement Plan.

Suggested Motion: I move to adopt the FY2026 Budget Ordinance, as presented, establishing and approving a budget for the City of Staunton for fiscal year 2026, totaling \$164,535,789, and fixing other tax rates and fees as proposed, advertised and considered for public hearing, and to adopt the FY2026-2030 Capital Improvement Plan, as presented.

City Manager: Leslie Beauregard

Ordinance No. 2025-

AN ORDINANCE ESTABLISHING A BUDGET FOR THE CITY OF STAUNTON, VIRGINIA, FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026, APPROPRIATING FUNDS FOR PUBLIC PURPOSES FOR SUCH FISCAL YEAR, SUBJECT TO FUTURE APPROPRIATION AMENDMENT; ESTABLISHING A TAX RATE ON TAXABLE PERSONAL PROPERTY, REAL ESTATE AND PROPERTY OF PUBLIC SERVICE CORPORATIONS; ESTABLISHING AND IMPOSING A SERVICE CHARGE ON CERTAIN REAL PROPERTY EXEMPT FROM TAXATION; AND CONTINUING IN EFFECT ALL ORDINANCES OF THE CITY OF STAUNTON, VIRGINIA, RELATING TO TAXES, LICENSES, FEES, SERVICE CHARGES, COSTS AND OTHER CHARGES AND ALL ORDINANCES RELATING TO THE TIME OF PAYMENT THEREOF AND COLLECTION THEREOF, EXCEPT AS HEREIN SPECIFICALLY MODIFIED

BE IT ORDAINED by the Council of the City of Staunton, Virginia, as follows:

SECTION 1. The following budget, annexed and incorporated by reference, totaling **\$164,535,789** for the City of Staunton, Virginia for the fiscal year beginning July 1, 2025 and ending June 30, 2026 is hereby proposed, approved and adopted:

(SEE ATTACHED BUDGET, incorporated by reference)

SECTION 2. Public revenues of the City of Staunton, Virginia are hereby appropriated for public purposes for the fiscal year beginning July 1, 2025, and ending June 30, 2026, as set forth in the appropriate Section of such budget.

SECTION 3.

3.1. The tax rate for all real estate, including real estate owned by public service corporations, subject to tax for the calendar year beginning January 1, 2025, shall be and is fixed at \$0.91 per \$100.00 of assessed value of such property per year, with assessed values being established through biennial reassessments pursuant to Section 58.1-3253 of the Code of Virginia, as amended, as of January of every odd numbered year.

3.2. The tax rate for all real property and improvements located in the Downtown Service District is subject to an additional tax for the calendar year beginning January 1, 2025, which shall be and is fixed at \$0.15 (fifteen cents) per \$100.00 of assessed value of such property for calendar year 2025. Assessed values for the Downtown Service District shall be established through biennial reassessments pursuant to Section 58.1-3253 of the Code of Virginia, as amended, as of January 1 of every odd numbered year. These rates shall continue until modified by action of the Council of the City of Staunton, Virginia.

SECTION 4.

4.1. The tax rate for all personal property, including vehicles owned by public service corporations (but excluding machinery and tools, referenced and defined in Section 58.1-3507 of the Code of Virginia, as amended), subject to tax for the calendar year beginning January 1, 2025, shall be fixed at \$2.90 per \$100.00 of assessed value per year.

4.2. The tax rate for machinery and tools as defined in Section 58.1-3507 of the Code of Virginia, as amended, subject to tax for the calendar year beginning January 1, 2025 shall be and is fixed at \$1.24 per \$100.00 of assessed value per year.

SECTION 5. For the period of July 1, 2025, through June 30, 2026, certain categories of property exempted from taxation under Section 58.1-3600 et seq. of the Code of Virginia, as amended, shall be assessed and have imposed a fee or service charge based on the assessed value of the real estate and the amount which the City of Staunton expended in the year preceding for police and fire protection and, in the case of faculty and staff housing of an educational institution, the cost of public school education. The categories of property eligible for such assessment, and the method for calculating the assessment, are prescribed in Section 58.1-3400 et seq. of the Code of Virginia, as amended.

SECTION 6. The rate of service charge or fee imposed for property subject to such charge or fee under Section 5 of this ordinance shall be and is fixed and imposed at \$0.19 per annum per \$100.00 of assessed value and \$0.49 per annum per \$100.00 of assessed value for faculty and staff housing of an educational institution for the 2025 calendar year. The service charge shall be and is payable in one installment on December 15, 2025. Any service charge not paid when due shall bear interest computed at the rate of 10% per annum from the due date until paid.

SECTION 7. The real estate lawfully owned by the County of Augusta lying wholly or partly in the corporate limits of the City of Staunton, Virginia, shall be exempt from the service charge imposed by Section 5 of this ordinance.

SECTION 8. It is the intention of Section 5, 6 and 7 of this ordinance to conform to and meet all the requirements of Section 58.1-3400 et seq. of the Code of Virginia, as amended, and shall be read and construed accordingly.

SECTION 9. The annual salary for each member of the Council of the City of Staunton, Virginia, is hereby established as follows and shall remain in effect until formal action is taken to amend this ordinance:

Mayor	\$11,000
Vice-Mayor	\$10,000
Council Member	\$10,000

SECTION 10.

10.1. The City Manager is hereby authorized to transfer funds from one line item to another line item within each Fund of such budget, with the exception of the general contingency account.

10.2. Authorization is hereby given to the City Manager to withhold or postpone the expenditure of any funds appropriated by and in this ordinance when it appears to the City Manager that it would be in the best interests of the City for such expenditure to be withheld; but, this provision shall not in any way limit or restrict the right of the Council of the City of Staunton, Virginia, in its sole discretion to the fullest extent permitted by law, to direct immediate disbursement of any appropriated funds when the Council of the City of Staunton, Virginia, is of the opinion that the funds should be expended regardless of the position or action or inaction of the City Manager.

SECTION 11. Any ordinance in conflict with this ordinance is hereby repealed to the extent and only to the extent that such conflict exists. However, all ordinances not in conflict with this ordinance shall continue in effect, including specifically all ordinances of the City of Staunton, Virginia relating to taxes, licenses, fees, service charges, costs and payment and collection thereof continuing in effect except as herein specifically modified.

SECTION 12. If any part of this ordinance is found to be invalid by competent authority, the remaining portions of this ordinance shall continue in effect to the fullest extent permitted by law.

This ordinance shall be effective _____, 2025.

Michele D. Edwards, Mayor

ATTEST:

Kiley A. Kesecker
Clerk of Council

**CITY OF STAUNTON, VIRGINIA
FY 2026 ADOPTED BUDGET**

GENERAL FUND

ANTICIPATED REVENUE

	BUDGET
General Property Taxes	\$ 39,318,157
Other Local Taxes	\$ 20,328,522
Commonwealth of Virginia	\$ 15,155,748
Current Service Charges	\$ 2,149,436
Federal Revenue	\$ 1,145,746
Recovered Costs	\$ 524,500
Licenses and Permits	\$ 288,200
Use of Money and Property	\$ 615,000
Fines and Forfeitures	\$ 200,500
Miscellaneous	\$ 77,704
Total Revenue	\$ 79,803,513

APPROPRIATIONS

Transfer to Education Fund	\$ 18,904,462
Public Safety	\$ 17,453,657
Health and Welfare	\$ 8,444,940
Public Works	\$ 8,384,279
General Government Administration	\$ 8,078,751
Transfer to Debt Service Sinking Fund	\$ 5,676,903
Parks, Recreation, Library, and Cultural	\$ 4,603,465
Judicial Administration	\$ 3,952,766
Community Development	\$ 3,061,477
Transfer to the City CIP Fund	\$ 1,518,813
Nondepartmental	\$ (285,000)
Educational Agency Contributions	\$ 9,000
Total Appropriations	\$ 79,803,513

DEBT SERVICE SINKING FUND

ANTICIPATED REVENUE

Transfer from the General Fund	\$ 5,676,903
General Revenues	\$ 909,122
Total Revenue	\$ 6,586,025

APPROPRIATIONS

Debt	\$ 6,586,025
Total Appropriations	\$ 6,586,025

CAPITAL IMPROVEMENTS PROJECT FUND

ANTICIPATED REVENUE

Transfer from the General Fund	\$ 1,518,813
Total Revenue	\$ 1,518,813

APPROPRIATIONS

Capital Improvements	\$ 1,518,813
Total Appropriations	\$ 1,518,813

BLUE RIDGE COURT SERVICES FUND

ANTICIPATED REVENUE

Non Capital Grants/ Contributions	\$ 1,365,927
Miscellaneous	120,468
Charges for Services	140,000
Total Revenue	\$ 1,626,395

APPROPRIATIONS

Operations	\$ 1,626,395
Total Appropriations	\$ 1,626,395

WATER FUND**ANTICIPATED REVENUE**

Charges for Service	\$	4,699,708
General Revenues		5,507,267
Grant Contributions		-
Total Revenue	\$	10,206,975

APPROPRIATIONS

Operations	\$	3,707,946
Debt		944,029
Capital		5,555,000
Total Appropriations	\$	10,206,975

SEWER FUND**ANTICIPATED REVENUE**

Charges for Services	\$	4,332,757
General Revenues		2,362,061
Total Revenue	\$	6,694,818

APPROPRIATIONS

Operations	\$	3,093,483
Debt		868,342
Capital		2,732,993
Total Appropriations	\$	6,694,818

PARKING FUND**ANTICIPATED REVENUE**

Charges for Services	\$	241,550
General Revenues		230,811
Total Revenue	\$	472,361

APPROPRIATIONS

Operations	\$	296,492
Debt		175,869
Total Appropriations	\$	472,361

STORMWATER FUND**ANTICIPATED REVENUE**

Charges for Services	\$	1,349,145
General Revenues		78,000
Total Revenue	\$	1,427,145

APPROPRIATIONS

Operations	\$	415,385
Capital		1,011,760
Total Appropriations	\$	1,427,145

ENVIRONMENTAL FUND**ANTICIPATED REVENUE**

Charges for Services	\$	3,822,400
General Revenues		675,840
Non Capital Grants/ Contributions		12,000
Total Revenue	\$	4,510,240

APPROPRIATIONS

Operations	\$	3,297,240
Capital		1,213,000
Total Appropriations	\$	4,510,240

EDUCATION FUND**ANTICIPATED REVENUE**

Commonwealth of Virginia	\$	24,898,871 (1)
Transfer from the General Fund		18,904,462
Federal Government		1,956,507
Charges for Services		10,000
General Revenues		87,000
Total Revenue	\$	45,856,840

APPROPRIATIONS

Administration and Operation of Schools	\$	45,856,840
Total Appropriations	\$	45,856,840

(1) This revenue figure is estimated and will be adjusted on the first budget amendment of FY2026.

CAFETERIA FUND

ANTICIPATED REVENUE

Operating Grants	\$ 1,907,952
Charges for Service	154,200
General Revenues	<u>338,316</u>
Total Revenue	\$ 2,400,468

APPROPRIATIONS

Operations	\$ 2,400,468
Total Appropriations	\$ 2,400,468

SCHOOL TEXTBOOK FUND

ANTICIPATED REVENUE

Commonwealth of Virginia	\$ 249,538
General Revenues	<u>150,812</u>
Total Revenue	\$ 400,350

APPROPRIATIONS

Operations	\$ 400,350
Total Appropriations	\$ 400,350

SCHOOL CAPITAL IMPROVEMENTS PROJECT FUND

ANTICIPATED REVENUE

General Revenues	\$ 200,000
Total Revenue	\$ 200,000

APPROPRIATIONS

Capital Improvements	\$ 200,000
Total Appropriations	\$ 200,000

STATE OPERATED PROGRAMS

ANTICIPATED REVENUE

Operating Grants	\$ 2,831,846
Total Revenue	\$ 2,831,846

APPROPRIATIONS

Operations	\$ 2,831,846
Total Appropriations	\$ 2,831,846

Grand Total Revenues	\$ 164,535,789
Grand Total Expenditures	\$ 164,535,789
Balance	\$0

Approved this 24th day of April 2025

Effective Date: July 1, 2025

ATTEST: _____
Kiley A. Kesecker
Clerk of Council

CERTIFIED: _____
Michele D. Edwards
Mayor of Council