Work Session Agenda
Staunton City Council
Rita S. Wilson Council Chambers
April 23, 2026
5:30 p.m.

5:30 p.m.	**1.**	**Consideration of Work Session and Regular Meeting Agendas**
5:35 p.m.	**2.**	**Demonstration of "Progressing the Staunton Plan" Interactive Dashboard**
5:55 p.m.	**3.**	**Update on Beverley Street Demonstration Project and HSIP (Highway Safety Improvement Program) Intersections**
6:25 p.m.		**Dinner Break Until Regular Meeting at 7:00 p.m.**

Regular Meeting Agenda
Staunton City Council
Rita S. Wilson Council Chambers
April 23, 2026
7:00 p.m.

Call to Order

Pledge of Allegiance

Invocation/Moment of Silence—Woods

Proclamations

Arbor Day 2026

Economic Development Week

Letters Carriers Food Drive

Mayor's Report

Additional Items by Members of Council

REGULAR MEETING

A. Consent Agenda

A.1. Approval of Minutes
Work Session and Regular Meeting of April 9, 2026

A.2. FY 2026 3rd Quarter Financial Report

A.3. Consideration of Personnel Policy Manual Revision—Policy 6.4 Retirement Gift

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 Ordinance Authorizing a Lease Agreement Between City of Staunton and Happy Birthday America, Inc.*

C. 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*

D. **Consideration of Ordinance to Increase Water User Fee, Sewer User Fee, Refuse User Fees, and Landfill Fees as Included in the FY 2027 Proposed Budget**

E. **Consideration of an Ordinance to Establish a Budget for Fiscal Year 2027, July 1, 2026—June 30, 2027, totaling $168,670,911 and for the Capital Improvements Plan FY2027-FY2031**

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 23, 2026**	**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, Virginia

Meeting Date:	**April 23, 2026**	**Leslie Beauregard** **City Manager** **Alexander Efird** **Intern, City Manager's Office**
Item #	**2**	
Department:	**City Council** **City Manager's Office**	
Alignment with Staunton Plan (Value/Strategic Area):	**Values: Integrity; Inclusion & Equity; Excellence; Engagement; Environmentally Conscious** **Strategic Areas: An Economically Vibrant Community; A Resilient and Sustainable Community; A Healthy Community; An Informed and Engaged Community**	
Subject:	**Demonstration of "Progressing the Staunton Plan" Interactive Dashboard**	

Background: At the January 8, 2026 City Council meeting, City Council adopted the Staunton Plan. The Staunton Plan includes City values, a vision for the future, and strategic goal areas to guide staff in the work that should be prioritized. In order to measure progress on the objectives within the plan's strategic goal areas, the city has developed an interactive "Progressing the Staunton Plan" dashboard.

The dashboard is purpose-built around the strategic areas and timelines adopted by Council, consolidating key performance indicators into a single, accessible platform. This tool provides a clear view of how the City is advancing its stated priorities, enhancing accountability and transparency to the strategic planning process.

The Staunton Plan can be found on the City's website **Here** .

Attachment: A link to the interactive dashboard will be posted prior to the work session.

City Manager's Recommendation: Not applicable.

Suggested Motion: Not applicable.

City Manager: Leslie Beauregard

CITY COUNCIL **AGENDA BRIEFING**

Staunton, Virginia

Meeting Date:	**April 23, 2026**	**Susan Wilson** **Transportation Planner**
Item #	**3**	
Department:	**Public Works/Engineering**	
Alignment with Staunton Plan (Value/Strategic Area):	**Values: Excellence; Engagement** **Strategic Areas: A Resilient and Sustainable Community; An Economically Vibrant Community**	
Subject:	**Update on Beverley Street Demonstration Project and HSIP (Highway Safety Improvement Program) Intersections**	

Background: In January, staff presented on the design status of the nine Highway Safety Improvement Project (HSIP) intersections on Beverley and Johnson streets. The recommended improvements to the intersections along these streets came out of a Strategically Targeted and Affordable Roadway Solutions (STARS) Study that the Virginia Department of Transportation (VDOT) completed in 2022 that analyzed their traffic, safety, pedestrian and bicyclist, and geometric conditions as having Potential for Safety Improvement (PSI).

With the $2.18 million VDOT HSIP (Highway Safety Improvement Program) funding, six Beverley Street and three Johnson Street intersections (Attachment 1) will be improved to increase safety for both drivers and pedestrians. The improvements will include upgrades to traffic signal equipment, new pedestrian signals and push buttons, higher visibility crosswalks, and new ADA ramps. Staff recently received 30% plans for the intersection designs, which are currently under review by both City staff and VDOT. This review will be followed by a public hearing that will be held at City Hall, likely during the month of June. It is anticipated that these projects will be advertised summer 2027, after the downtown tunnel repairs have been completed.

A project webpage that will continue to be updated as the project progresses is available: https://www.ci.staunton.va.us/government/projects/downtown-intersection-improvements-project

Traffic Volumes and Observations: The highest traffic volumes along Beverley Street within the downtown are on the blocks between Lewis Street and New Street with average daily volumes of 1,800 vehicles. Between New Street and Coalter Street, the volume dips to 1,400 vehicles. Comparatively, on Beverley Street between Jefferson Street and Lewis Street, the average volume is 2,300 vehicles, and in the West End where West Beverley Street is a two-lane street, the highest volumes are 7,600 vehicles. Additional context shows that Johnson Street, which already has only one lane in each direction, currently carries up to 10,000 vehicles daily between Augusta Street and the Commerce/ Coalter/ Greenville intersection. These volumes, from 2024, are consistent with past traffic volumes that VDOT collects annually, showing no notable increase or decrease along Beverley Street. Anecdotally, the right lane along Beverley Street is often used for loading and unloading by delivery trucks and vans, which often block the lane from vehicle travel for extended periods. Beverley Street within downtown does not serve as a primary route for drivers connecting to other parts of the City. Instead, it serves more as a destination: City Hall and locally-owned shops, restaurants, and businesses. It is a place of pedestrian activity but lacking in ample pedestrian space on most blocks. The sidewalk width varies from six feet up to nine feet in places, measuring from the back of curb to the face of the building; it narrows to less than four feet in other places between light poles and store entrances. Exterior decorations, trash cans, sandwich board signs, and other amenities also narrow the useable space of the sidewalk.

Beverley Street Updates: With the planned intersection improvements along Beverley Street presenting an opportunity to repurpose the outside (right side) travel lane, the City applied for and is receiving technical assistance and grant funding through the Virginia Department of Health's Walkability Action Institute to support a small demonstration project this summer. For one month this summer, the Beverley Street Demonstration Project will close one lane of travel to vehicles and give that space over to pedestrians. The $6,000 grant will be used for the purchase of flexible delineator posts—the kind along Johnson Street in front of the Wharf parking lot—lumber and screws for constructing benches and seating, signage for safety and messaging, and plants and other amenities to create an inviting space. Numerous city departments are partnering with the Central Shenandoah Planning District Commission (CSPDC), the Staunton Downtown Development Association, and the City's Bicycle and Pedestrian Advisory Committee on this effort.

The main goals of the demonstration project are: 1) to make people aware of the upcoming improvements to Beverley and Johnson streets next summer, and 2) to get feedback about the demonstration project and what they would like to see along Beverley Street in the future.

Design Details: Beverley Street, from Augusta to Market Street, will be narrowed to a single travel lane for vehicles for a month this summer for the demonstration project. We are currently aiming for the month of June for this to happen.

Beginning at Augusta Street, flexible delineator posts will be installed to close the right-side travel lane to cars. The posts will be installed at a spacing of one post every six feet—close enough to ensure cars cannot enter the space, while still allowing plenty of room for pedestrians to pass through. The space that will be blocked off for pedestrians extends about eight feet from the curb, so it will be narrower than the current travel lane. This will buffer the temporary pedestrian area from the other lane of travel.

Additional information:

- None of the parking on the left side of the street will be affected by this demonstration project.
- A loading zone for deliveries will be created mid-block on both blocks, and they will remain for the project's duration.
- Shop and Dine Out will continue on the weekends. The planned spacing of the delineator posts should allow participating businesses to place their furniture and displays around them and extend halfway into Beverley Street like they normally do within their designated space.

Outreach: Demonstration projects provide a way to hear feedback on actual use by pedestrians and drivers, rather than solely on stated preferences. We are planning on a proactive outreach strategy to our businesses, residents, and visitors:

- Staff created a flyer for businesses within the two-block project area (Attachment 2) and has spoken with them about the upcoming demonstration project.
- A demonstration project website has been created that is being hosted by the CSPDC: https://connect.cspdc.org/staunton-beverley-street-demonstration-project. The site contains a survey that is live now through the end of May, a demonstration project overview, a page of more detailed information, and a link to the HSIP project's webpage.
- We plan to do intercept surveys along the project area during the month it is in place. Additionally, we plan to post new survey questions on the demonstration project's website during this time.
- We will be pushing out relevant information and updates on the City's website and through our usual social media channels.

Next Steps: Staff will soon begin ordering the elements needed for the demonstration project and then will begin assembling the seating. We intend to paint the benches and are confirming volunteers to help with this effort. We intend to install the delineator posts on a Monday morning, when Beverley Street is still closed from Shop and Dine Out. When the street is reopened, the two blocks of the demonstration project area will invite pedestrians to explore the expanded space open to them along Beverley Street.

Attachments:

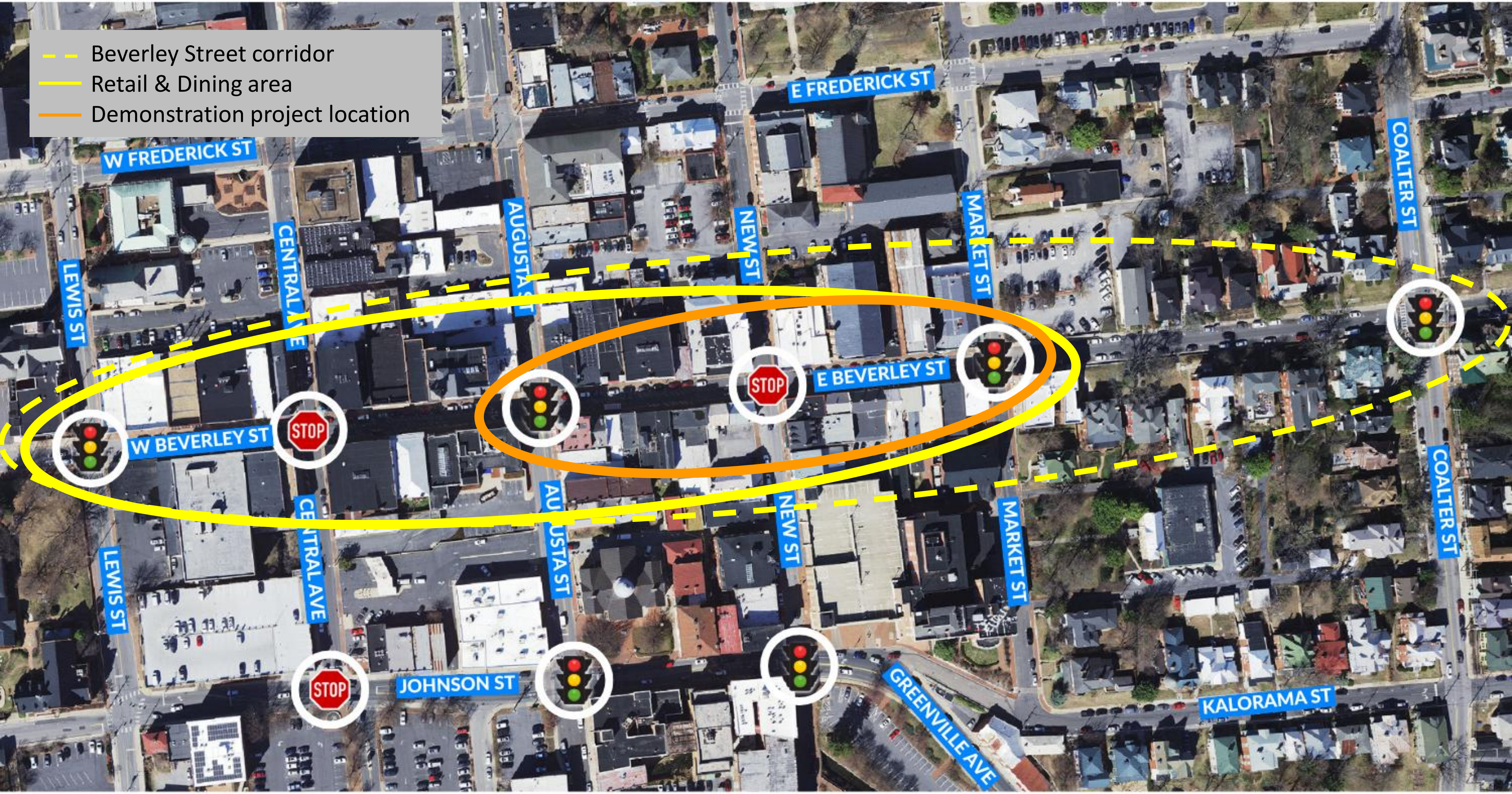
Attachment 1—Map of HSIP Intersections that show the Beverley Street Demonstration Project Area
Attachment 2—Flyer distributed to adjacent businesses

City Manager's Recommendation: Not Applicable.

Suggested Motion: Not Applicable.

City Manager: Leslie Beauregard

Attachment 1



Attachment 2

STAUNTON VIRGINIA

See You on Beverley!

Beverley Street Demonstration Project

This Summer (2026)

The city will do a grant-funded **demonstration project**, **closing one travel lane** on a two-block stretch of Beverley between **Augusta** Street and **Market** Street. Pedestrians will be able to take over the space for **one month** (planning for **June!**).

- Lane blocked off by delineators
- Both blocks will have a loading zone
- Benches, trees, and shrubs added to make space inviting → DIY features (nothing permanent)

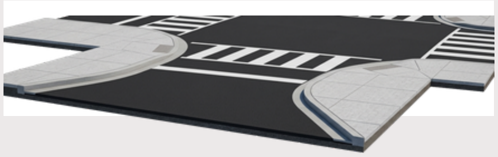
Next Summer (2027)

Six intersections along Beverley Street will undergo pedestrian improvements:

- Pedestrian signals and buttons
- Higher visibility crosswalks
- Improved ADA corner ramps

Why?

The Summer 2027 improvements will include curb extensions that will narrow Beverley Street down at each intersection to a single lane for cars.



This design:

- shortens the crossing distance for pedestrians, and
- increases safety and visibility for everyone

This change in traffic flow will allow the city to reimagine the spaces dedicated to people and to cars.

Scan here to learn more about this project!

Contact: 540.332.3812

Susan Wilson
Transportation Planner

Josh Knight
Engagement & Communication

See You on Beverley!

Business FAQs

What about parking? Will we lose spaces? No. The demonstration project is designed to stay within the footprint of the existing travel lane. By repurposing the outside (right) "through-lane" into a pedestrian area, we are able to test new features without removing existing parking spaces.

How will deliveries work? We know that reliable loading zones are very important to downtown businesses. A dedicated loading zone will be maintained on each block for the duration of the pilot. We are using this month to study how these zones are used to ensure possible future design supports delivery needs.

How does this affect Shop and Dine Out weekends? The Shop and Dine Out program will continue as scheduled. While the temporary safety markers (delineators) will remain in place 24/7, they are spaced six feet apart. This spacing should allow your team to position tables, chairs, or retail displays around the markers as you extend beyond the delineators into your typical halfway spot onto Beverley on Friday afternoons.

What is the benefit of these areas during the week? Think of this space as a "Weekday Bonus." While your private furniture must be brought in Sunday night, the city-provided benches, planters, and "Outdoor Living Room" features stay in place. While this public space doesn’t belong to any specific business, this creates an inviting atmosphere that encourages visitors to linger in front of your business.

Is this project permanent? Not yet. This is a "Try Before We Buy" demonstration. We are using DIY materials specifically so we can adjust the design based on feedback. If a specific layout isn't working, we want to know.

Is this how Beverley Street will look permanently after 2027? No. The permanent 2027 project is specifically focused on intersection safety. While the 2027 construction will install permanent curb extensions that narrow the street to a single lane at each intersection, we are still exploring what the current right-hand travel lane will become.

Then why are we doing this "Demonstration Project" now? This summer’s pilot is a grant-funded opportunity to reimagine how that right-hand lane *could* be used in the future. By temporarily repurposing the lane into a pedestrian space, we can gather data and community feedback on whether a permanent "amenity lane" (for seating, greenery, or public space) is something Staunton wants to pursue.

Is there a plan to make the pedestrian spaces permanent? Currently, there is no funded project or official plan to permanently repurpose the travel lane. Any future project of that nature would require separate planning, funding, and continued engagement with our community. This pilot is the first step.

Who can I talk to for more information? We are committed to open communication. If you have questions about your specific storefront or setup, please reach out to us directly for a "Walk and Talk" site visit:

- **Susan Wilson**, Transportation Planner: 540.490.1115
- **Josh Knight**, Engagement & Communications Manager: 540.332.3812

CITY OF STAUNTON, VIRGINIA

Proclamation

Arbor Day

April 24, 2026

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, 2026 marks the 50th anniversary of the Tree City USA program, a nationwide initiative that has recognized thousands of communities committed to the planting, care, and celebration of trees; and

WHEREAS, the City of Staunton is being honored this year for the 30th time as a "Tree City USA" by the Arbor Day Foundation.

NOW, THEREFORE, BE IT PROCLAIMED, by Staunton City Council, that April 24, 2026, 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 23rd day of April, 2026.

____

MICHELE D. EDWARDS, MAYOR

ATTEST: ____________________

CLERK OF COUNCIL

CITY OF STAUNTON, VIRGINIA

Proclamation

Economic Development Week

May 4-8, 2026

WHEREAS, economic development professionals across Virginia work every day with businesses, educational institutions, government leaders and community partners to strengthen local economies and ensure vibrant communities for current and future generations; and

WHEREAS, economic development is a strategic investment that helps create high-quality jobs, attract new businesses, support existing industries and generate revenues that sustain essential services such as education, transportation, housing, and healthcare; and

WHEREAS, from July 1, 2019 through June 30, 2024, Virginia recorded more than 900 company announcements, over 85,000 new jobs and nearly $170 billion in capital investment; and

WHEREAS, approximately 72 percent of those announcements came from existing businesses expanding in their communities; and

WHEREAS, economic development professionals serve as connectors, bringing together residents, elected officials, business leaders, educators, and regional partners to expand opportunity; and

WHEREAS, Economic Development Week provides an opportunity to recognize the vital role these professionals play in fostering innovation, supporting business success, and improving quality of life; and

NOW, THEREFORE, BE IT PROCLAIMED, by Staunton City Council, that May 4-8, 2026, is hereby designated as

Economic Development Week

in the City of Staunton, and City Council encourages the residents, businesses, and community partners of Staunton to recognize and celebrate the contributions of economic development professionals who work to expand opportunity, strengthen our economy, and build a prosperous future for all.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the city to be affixed, adopted this 23rd day of April, 2026.

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MICHELE D. EDWARDS, MAYOR

ATTEST: ______________________

CLERK OF COUNCIL

CITY OF STAUNTON, VIRGINIA

Proclamation

Letter Carriers' *Stamp Out Hunger* Food Drive Day
May 9, 2026

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 34 years that the National Letter Carrier Food Drive celebrates in 2026.

NOW, THEREFORE, BE IT PROCLAIMED by Staunton City Council that May 9, 2026 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 23rd day of April, 2026.

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MICHELE D. EDWARDS, MAYOR

ATTEST: ______________________

CLERK OF COUNCIL

CITY COUNCIL AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	**April 23, 2026**	**City Council**
Item #:	**A**	
Department:	**City Council**	
Alignment with Staunton Plan (Value/Strategic Area):	**Values: Integrity; Engagement** **Strategic Area: An Informed and Engaged Community**	
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 23, 2026**	**City Council**
Item #	**A.1**	
Department:	**City Council**	
Alignment with Staunton Plan (Value/Strategic Area):	**Values: Integrity Engagement**	
Subject:	**Approval of Minutes**	

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

Attachment:

Attachment 1 – Work Session and Regular Meeting Minutes of April 9, 2026 and Budget Work Session of April 16, 2026

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

City Manager: Leslie Beauregard

City of Staunton Virginia

City Council
WORK SESSION
Caucus Room
April 9, 2026
5:15 p.m.

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

Note: Councilor Campbell arrived at 5:21 p.m.

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

Mayor Edwards stated that she received a request from Councilor Overholtzer to remotely participate in today's work session and regular meeting due to a personal reason. She then asked Councilor Overholtzer to state the personal reason.

Councilor Overholtzer stated that the personal reason was that he is on vacation.

Councilor Woods then made the following motion: Pursuant to Staunton City Council Procedural Memorandum Number Three, I move to allow Councilor Overholtzer to remotely participate in the April 9, 2026 Staunton City Council meeting due to a personal matter.

The motion was seconded by Councilor Park and carried as follows:

Ms. Park	aye	Mr. Shepherd	aye
Mr. Overholtzer	N/A	Vice Mayor Arrowood	aye
Ms. Woods	aye	Mayor Edwards	aye
Mr. Campbell	Absent		

Mayor Edwards then asked Councilor Overholtzer to state the location he was participating from.

Councilor Overholtzer stated that he was located at Nags Head, North Carolina.

Mayor Edwards then asked the audience and Council assembled if they could hear Councilor Overholtzer. The audience and Council affirmed that they could hear Councilor Overholtzer.

1. Consideration of Work Session and Regular Meeting Agendas

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

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

The motion was seconded by Councilor 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	Absent		

2. Joint Work Session with the Staunton City School Board

Kristin Siegel, the Staunton School Board Chair, called the School Board's meeting to order.

Jessie Moyers, the City of Staunton's Chief Financial Officer offered a presentation on the City of Staunton's proposed Fiscal Year 2027 budget.

The School Board did not have any questions about Ms. Moyer's presentation.

Dr. Eric Irizarry, the Staunton Superintendent of Schools, and Catina Claytor-Frye, the Staunton City Schools Finance Director, offered a presentation on the Staunton City Schools budget development process as well as highlights of the School Division's Fiscal Year 2027 budget. The overall School Division proposed budget is $55 million dollars for Fiscal Year 2027.

Mayor Edwards asked if there is a specific disability that is increasing the School Division's need to provide more special education and other specialized services. Dr. Irizarry responded that there isn't a specific disability that is rapidly increasing. He said there is an across-the-board increase in students needing specialized services, however he did note that autism services is the fastest growing specialized education need.

Councilor Shepherd asked if redistricting might assist the capacity challenges the School Division is facing. Dr. Irizarry stated that in the future, the School Division might need to redistrict, but that it was more of a band-aid than a viable long term strategy to address capacity challenges.

With no further questions, Chair Siegel adjourned the School Board meeting and Mayor Edwards asked the Council to move to Council Chambers for the remainder of the Council's Work Session.

Note: At the conclusion of the Joint Work Session with the Staunton City School Board, the Council moved the remainder of the Work Session to the Rita S. Wilson Council Chambers

3. Update and Discussion on Staunton Crossing Business Plan

In 2019, City Council approved the Staunton Crossing Business Plan, establishing a framework for site development, marketing, and infrastructure readiness. Since that time, several tasks identified in the plan have been completed, while others remain outstanding. Market conditions, industry trends, and site considerations have also evolved, prompting the need to reassess priorities and next steps related to the plan.

In February, the Economic Development Authority (EDA) received a presentation from the Timmons Group outlining the status of the 2019 plan and the need for an updated version. The EDA unanimously supported moving forward with this update.

Tim Davey, who led development of the original plan, provided a presentation to the Council concerning the potential plan update as well as a discussion of target industries for Staunton Crossing and what additional policy or planning actions may be necessary to ensure the site is fully prepared.

Councilor Park stated that she thought marketing the Staunton Crossing site for data centers is inefficient. She stated that the City's constituents will not support a data center use at the site. She also mentioned that the Virginia Economic Development Partnership (VEDP) has claw back regulations regarding data center siting, and she mentioned data center water usage in light of the current drought conditions in Staunton.

Mr. Davey stated that data center developers are happy to pay the claw back payments on behalf of the locality to VEDP. He also stated that newer data centers are not using as much water due to closed loop features. Finally, he stated that localities could market to data center end users such as Microsoft rather than to data center land developers.

Vice-Mayor Arrowood asked if Staunton Crossing's rail hub is advantageous for the site. Mr. Davey stated that he started his career working for a railroad and that he is a big rail advocate. However he said that the development for Staunton Crossing should not wait for a client that **wishes** to use rail services. He said there is an advantage for certain potential businesses that need rail, but the City should not cater its approach solely to rail users when marketing the site.

Councilor Shepherd said it is important to understand the size and magnitude of different types of data centers. He also asked Mr. Davey about whether data center developers disfavor locations near rail and interstates.

Mr. Davey responded that he has been working with Dominion Energy for years concerning criteria for data center sites. He stated that Dominion used to have lists of 15 criteria for data center sites, but those lists have been whittled down to just two criteria.

Councilor Campbell asked if it was wise to update the Staunton Crossing master plan considering the use of artificial intelligence by site selectors. He stated that he wanted to maintain flexibility with the site. Mr. Davey acknowledged that site selection is a down selection process and the use of artificial intelligence could cause the master plan to appear rigid in its requirements.

Councilor Campbell followed up by stating that the master plan is a tool and it is not a mandate of what will happen with the site. Mr. Davey agreed with Councilor Campbell.

Mayor Edwards pointed out that the original master plan contained office and retail uses. She asked if market conditions have changed for those two uses since adoption of the master plan. Mr. Davey said that market conditions have changed for those uses since the original master plan adoption and stated that experiential retail is now a desirable use. However, he said that he did not think the market would be conducive to placing experiential retail next to an interstate.

Councilor Overholtzer said he appreciated Mr. Davey's fact-based approach and asked if a good first step would be to engage the community in discussions about target industries. Mr. Davey said that it would.

Councilor Overholtzer asked about a timeline. Mr. Davey said such a process could be finished in 90 days based on the 2019 community engagement discussions he lead concerning Staunton Crossing.

Councilor Shepherd stated that he liked the idea of a pharmaceutical plant at the site based on similar developments in Rockingham County. Mr. Davey said that the pharmaceutical industry doesn't use site selectors. Therefore, he and Staunton's staff would need to work closely with VEDP and the Shenandoah Valley Partnership in pursuit of that type of industry.

Councilor Shepherd asked if a pharmaceutical plant would be considered an anchor tenant for the Staunton Crossing site. Mr. Davey said it would be considered an anchor tenant.

The April 9, 2026 Staunton City Council Work Session adjourned at 6:32 p.m.

____

John Blair
City Clerk

CITY OF STAUNTON VIRGINIA

REGULAR MEETING OF STAUNTON CITY COUNCIL
Thursday, April 9, 2026
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 (Remote Participant)
Corrie R. Park
Blake N. Shepherd
Alice L. Woods

ABSENT: **None**

ALSO PRESENT: **Leslie Beauregard, City Manager**
John Blair, City Attorney

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 Reverend Edward Scott at the invitation of Councilor Shepherd.

MAYOR'S REPORT

Mayor Edwards stated that she had little to report as she is preoccupied with her daughter's upcoming wedding in nine days.

ADDITIONAL ITEMS BY MEMBERS OF COUNCIL

Councilor Shepherd stated that he and the City Manager and various City staff members as well as Economic Development Authority Director Suzie Dull attended the inauguration of the seventh President of James Madison University on April 8, 2026.

<u>REGULAR MEETING</u>

A. Consent Agenda (Note: A copy of all Ordinances and Resolutions approved on the Consent Agenda shall appear at the conclusion of these minutes.)

A.1. Approval of Minutes
Work Session and Regular Meeting of March 26, 2026

A.2 Consideration of Proclamation to be Presented in Council Chambers Recognizing Arbor Day 2026

A.3. Consideration of Proclamation to be Presented in Council Chambers Recognizing Economic Development Week

A.4. Consideration of Virginia Department of Transportation Blanket Resolution for Signature Authority and Funding Commitments

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."

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.

Councilor Campbell moved to approve the Consent Agenda as presented.

The motion was seconded by Vice-Mayor Arrowood 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. Discussion Followed by Public Hearing on Water User Fee, Sewer User Fee, Refuse User Fees, and Landfill Fees as Included in the FY 2027 Proposed Budget

Jessie Moyers, Chief Financial Officer, presented the following information to Council:

The FY2027 budget proposes fee increases in three areas in order to fund critical infrastructure projects now and in the future: Water Fund, Sewer Fund and the Environmental Fund. A preliminary report on these proposed increases was provided to City Council at the March 12, 2026 Work Session, followed by the introduction of the FY 2027 Proposed Budget on March 26, 2027.

Details of each of these proposals are below:

Proposed Changes to the Water Usage Fee

The FY2027 budget proposal includes a 5.4% water rate increase, effective July 1, 2026, for water consumption. Residential bi-monthly customers will be billed at the new rate beginning with utility bills issued on September 10. Monthly customers will be impacted with the new rate beginning with the July utility bills. The increase will generate $208,000 in additional water user fee revenue. The rate is proposed to increase to $4.28/100 cubic feet from $4.06/100 cubic feet. The minimum charge per two months by each regular user of City water is proposed to increase from $20.30 to $21.40. The bulk water rate is also proposed to increase from $10.50 to $11.00 per 750 gallons of water purchased in bulk quantities from the treatment plant. The minimum charge for bulk water purchases of less than 1,500 gallons during a month is proposed to increase from $21.00 to $22.00. The proposed increase would cost a family of four an additional $2.64 per bi-monthly billing cycle, based on an average bi-monthly consumption of 12/100 cubic feet, or $15.84 annually. Rates were last increased effective July 1, 2024, for fiscal year 2025.

The increase is necessary to cover the increasing operating costs and to unfreeze two equipment operator positions that were frozen in FY2023. Even the 5% rate increase does not generate sufficient revenue to cover the total capital expenditures for the Water Fund. The total FY2027 Water Fund budget is $8,318,365, a decrease of $1,888,610 over the FY2026 adopted budget. FY2027 budget includes capital expenditures of $3,240,000 including $450,000 for water line replacements, $2,500,000 for the construction phase of the Richmond Ave phase I project, and $290,000 to paint the Franklin Hills #1 water storage tank.

Proposed Changes to the Sewer Usage Fee

The FY2025 budget proposal includes a 7.14% sewer rate increase, effective July 1, 2026, for sewage disposal services. Residential bi-monthly customers will be billed at the new rate beginning with utility bills issued on September 10. Monthly customers will be impacted with the new rate beginning with the July utility bills. The increase will generate $309,000 in additional water user fee revenue. The rate is proposed to increase to $6.00/100 cubic feet from $5.60/100 cubic feet. The minimum charge per two months by each regular user of City water is proposed to increase from $28.00 to $30.00. Rates have only been increased twice over the last 13 years.

The proposed increase would cost a family of four an additional $4.80 per bi-monthly billing cycle, based on an average bi-monthly consumption of 12/100 cubic feet, or $28.80 annually.

The increase is necessary to cover the increasing operating costs, unfreeze one equipment operator position that was frozen in FY2023, and capital costs to replace/ repair major sewer system infrastructure assets. Even the 7.14% rate increase does not generate sufficient revenue to cover the total cash expense of $5,361,881.

The total FY2027 Sewer Fund budget is $5,361,881, a decrease of $1,332,937 over the FY2026 adopted budget. The FY2027 budget included capital projects that totaled $1,198,024. The FY2027 budget includes capital expenditures of $250,000 for sewer line replacements, $150,000 for Lewis Creek PER, $500,000 for the New Hope Rd evaluation and study, and $248,024 for plant machinery at the Middle River Waste Water Treatment Plant.

Proposed Changes to the Environmental Fees

The FY2027 budget proposal includes an increase in the environmental fund of 14.5%, which increases the residential refuse fee from $24.01 per month to $27.50 per month. The commercial refuse fees will also increase by 14.5%. The fee increases will generate approximately $450,000 in additional revenue. The proposed increase will allow the city to replace one refuse truck in FY2027 and help to fund the landfill capital needs. The fund will still run a deficit of $208,484 after the 14.5% increase in revenue.

In addition, the Augusta Regional Landfill have proposed increases to the landfill tipping and disposals fees. The commercial and industrial waste tipping fee will increase from $52 per ton to $65 per ton. Other landfill fee increases can be found on Attachment #3.

In summary

The financial impact to the minimum bill (not including stormwater) will be $10.08 every two months and an average bill of 12 hundred cubic feet (approx. 9,000 gallons) will be $14.42 every two months.

Mayor Edwards asked if the $13,000,000 water fund balance is money available to expend on capital needs. Ms. Moyers said that it was.

Mayor Edwards pointed out that there is a large deficit between available funds and future water capital needs.

Councilor Woods asked Ms. Moyers to explain the flat fee charged by other localities. Ms. Moyers explained that other localities have a set charge for every utilities customer in addition to any usage of a utility. Staunton does not have a flat fee, but it has a minimum charge. However, the minimum charge is applied to any usage. Ms. Moyers explained that she anticipates the utility rate study will recommend that Staunton implement a flat fee for its utility services.

Councilor Campbell asked how much landfill revenue comes from commercial tipping fees. Ms. Moyers stated that Staunton has the smallest percentage of commercial tipping fees at the regional landfill. She said the increased commercial tipping fees will help, but it will not solve the landfill capital problem.

Councilor Overholtzer stated that he'd like to see the City's trash collection fees based on usage. He suggested a fee differential based on the size of the cans. He asked Ms. Moyers how that could happen from an operational standpoint. Ms. Moyers stated that there are already some usage-based fees in place for trash collection including the extra can fee and the bag tags. However, in order to implement Councilor Overholtzer's suggestion would require additional staffing hours by the front office staff at the Public Works Department.

Councilor Overholtzer stated that he would be willing to examine such additional operational expenses in a future budget cycle.

Mayor Edwards asked that the upcoming utility fee study examine data to determine if usage-based fees actually decrease the amount of trash produced. Ms. Moyers said she would ask that the study consider that request.

Mayor Edwards opened the public hearing.

No one spoke at the public hearing.

The City Manager stated that a vote on these matters would come before Council at its April 23, 2026 meeting.

C. Discussion Followed by Public Hearing of an Ordinance to Establish a Budget for FY 2027 (July 1, 2026—June 30, 2027) and to Increase Excise Tax Rate on Sale of Cigarettes to $.40 Per Pack

Jessie Moyers, Chief Financial Officer, presented the following information to Council:

The FY 2027 City Manager's Proposed Budget was presented at the regular meeting on March 26, 2026. A public hearing of the budget ordinance, and the increase in the excise tax rate on the sale of cigarettes, is scheduled for the regular meeting on April 9, 2026. Notice of the public hearing, attached, was advertised in The News Leader on March 25, 2026 and April 1, 2026. Prior to the public hearing, there will be a joint budget work session with Staunton City Schools and a city only review of the FY 2027 Proposed Budget.

In addition, in the FY2027 budget there is a proposed increase in the excise tax on the sale of cigarettes to $.40 per pack from the current $.30 per pack. This results in an estimated additional revenue of $90,000, of which $15,000 will fund a pilot programs and education geared to reducing refuse and increase recycling.

Josh Knight, Communications Director, also presented on potential expenditures from the proposed cigarette tax increase.

Mayor Edwards asked if implementing the hazardous duty pay multiplier would affect all employees. Ms. Moyers stated that only sworn law enforcement officers would benefit from the hazardous duty multiplier, but each City employee's annual VRS multiplier would increase.

Councilor Campbell asked Ms. Moyers to clarify that the annual expenditures on the hazardous duty multiplier would come from non sworn law enforcement employees. Ms. Moyers confirmed that.

Councilor Overholtzer stated that since the City was already expending $250,000 on an increased pay plan for the Police Department, he would prefer to consider the hazardous duty multiplier when considering the Fiscal Year 2028 budget.

Councilor Campbell agreed with Councilor Overholtzer that he would prefer to spread out the increased expenditures over two years.

Councilor Woods said that she wanted to support the hazardous duty pay this year because there might be new needs that displace it if the Council waited until the Fiscal Year 2028 budget cycle.

Mayor Edwards and Vice-Mayor Arrowood as well as Councilors Woods, Park, and Shepherd expressed their desire to vote in favor of the hazardous duty multiplier for the Fiscal Year 2027 budget.

Councilor Campbell pointed out the increased mowing expense and asked about the contract. Ms. Moyers stated that it was an on-demand contract.

Vice-Mayor Arrowood expressed support for better sorting equipment at the recycling center and asked if it might lead to the return of curbside recycling. Mr. Knight said no.

The City Manager clarified that the market was simply too volatile to return to curbside recycling. However, the new sorting equipment would help the City better meet the rapidly changing market for recyclable materials.

Vice-Mayor Arrowood asked if the Lake Tams continuous monitoring system is a flood mitigation measure. Ms. Moyers said that it was.

Councilor Shepherd mentioned the possibility of raising the transient occupancy tax in the future to address utility needs.

Mayor Edwards opened the public hearing.

No one spoke.

The City Manager asked if the Council wanted to cancel its April 16, 2026 Budget Work Session Special Meeting. The Council indicated that it did want to cancel the meeting.

MATTERS FROM THE CITY MANAGER

Ms. Beauregard presented updates and information on the following items:

- There will be an April 15th community meeting on the draft Flood Resilience Plan at the Staunton Public Library at 6:00 p.m.

- The Staunton Public Library Terrace Project continues to proceed.

- On April 11th, there will be a 20th anniversary celebration of Fire Station 2 at 302 Grubert Avenue from noon to 4 p.m. that will feature refreshments, tours, and free smoke detectors.

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."

Cindy Connors asked that the Council examine tweaks to its current yard waste collection policies so that alternative receptacles and practices could be used by citizens to dispose of yard waste in addition to the current required cans.

Lee Ann Whitesell gave the Council an overview of the Valley Career and Technical Center's recent accomplishments including the addition of aviation and firefighting programs, success in statewide competitions, and the recognition of over 400 students receiving a certification this Spring. She thanked the Council and local businesses for their support of Valley Tech. She stated that the copper pen found at each Councilor's chair was made by the precision machinery class at Valley Tech.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 8:29 p.m.

____

John C. Blair, II
Clerk of Council

CITY COUNCIL **AGENDA BRIEFING**

Staunton, Virginia

Meeting Date:	**April 23, 2026**	**Jessie Moyers** **Chief Finance Officer**
Item #	**A.2**	
Department:	**Finance**	
Alignment with Staunton Plan (Value/Strategic Area):	**Value: Excellence** **Strategic Areas: An Economically Vibrant Community; An Informed and Engaged Community**	
Subject:	**FY 2026 3rd Quarter Financial Report**	

Background: Attached for review, as prepared by Jessie Moyers, Chief Finance Officer, is the financial report for the 3rd quarter of fiscal year 2026. 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

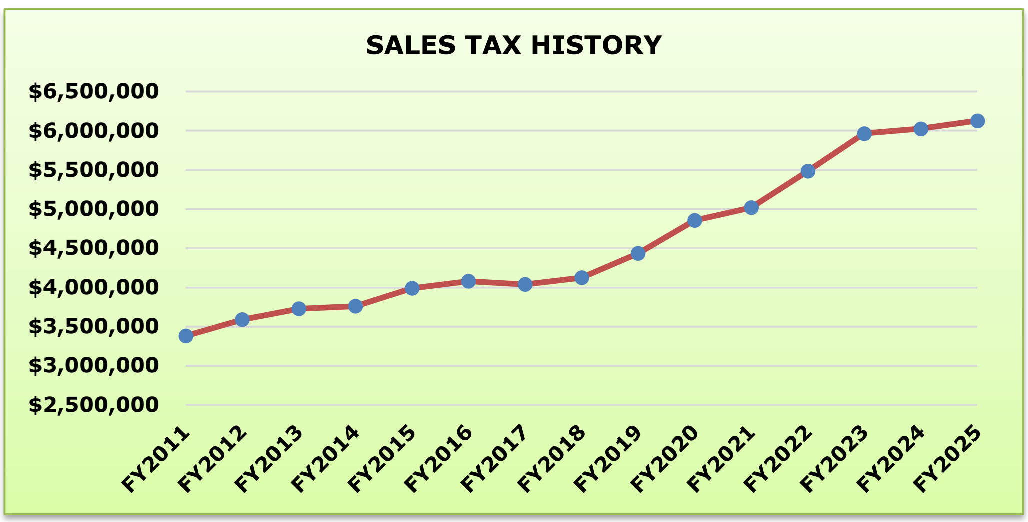
City Manager: Leslie Beauregard

Attachment 1

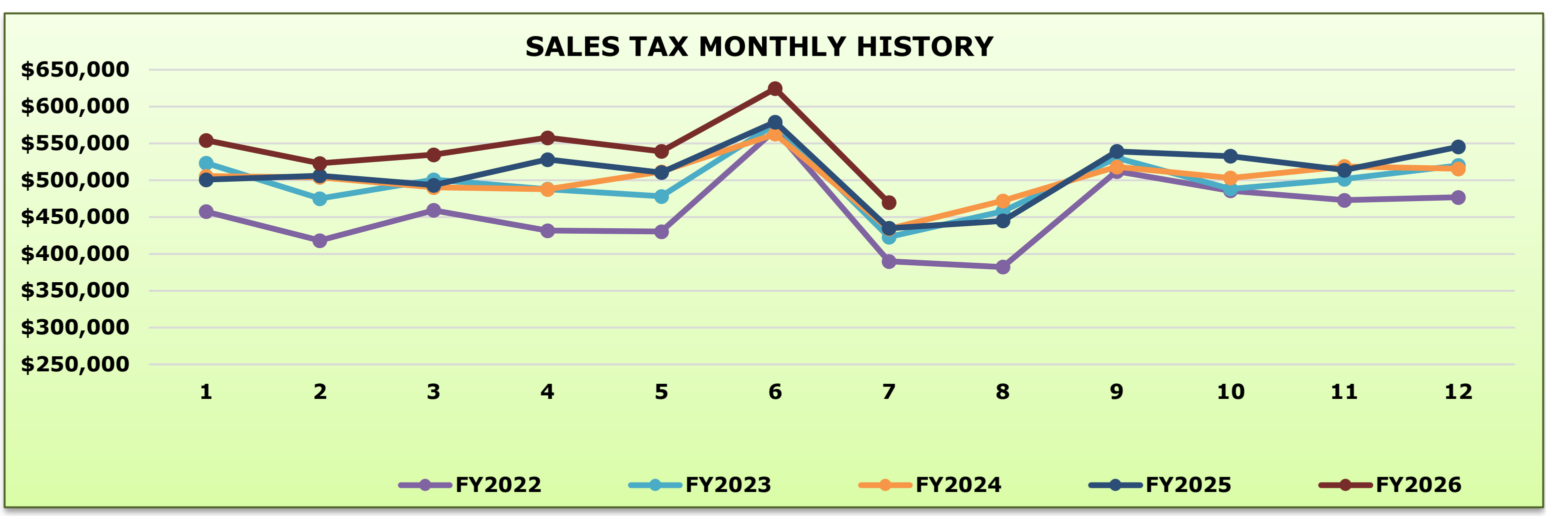
City of Staunton

LOCAL SALES TAX HISTORY - 1% Tax Rate

	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	% Change
July	399,841	408,778	457,551	523,345	505,526	500,653	554,226	10.7%
August	390,365	383,139	418,081	475,016	503,910	506,256	522,851	3.3%
September	408,013	416,225	459,262	500,792	490,234	493,334	534,578	8.4%
October	406,308	417,973	431,562	487,941	487,742	528,210	557,589	5.6%
November	386,214	367,040	430,213	478,059	511,628	510,490	539,198	5.6%
December	459,871	489,867	568,394	576,043	562,768	578,906	624,422	7.9%
January	378,159	381,915	389,797	422,884	434,039	434,875	469,762	8.0%
February	354,448	360,082	382,280	457,991	472,145	444,829		0.0%
March	424,727	462,591	512,099	530,346	518,109	539,253		0.0%
April	384,624	497,565	485,816	488,377	503,061	532,640		0.0%
May	408,068	451,087	472,797	501,712	518,827	513,795		0.0%
June	454,692	381,951	476,868	520,099	515,566	545,224		0.0%
Totals	4,855,331	5,018,212	5,484,719	5,962,604	6,023,556	6,128,466	3,802,627	
Budget	4,300,000	3,393,750	4,662,500	5,275,000	5,624,522	5,974,522	5,999,522	
Budget Variance	555,331	1,624,462	822,219	687,604	399,034	153,944	(2,196,895)	
% OF BUDGET	112.9%	147.9%	117.6%	113.0%	107.1%	102.6%	63.4%	
% CHANGE- YEAR	9.5%	3.4%	9.3%	8.7%	1.0%	1.7%	-38.0%	



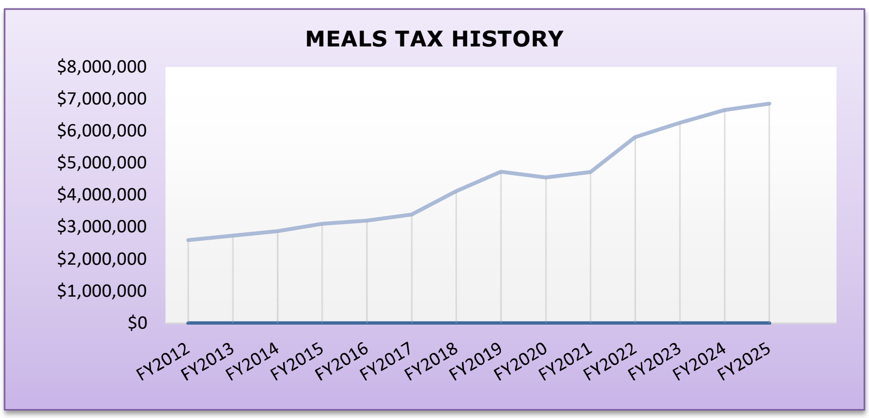
FY2010	$	3,495,905	
FY2011	$	3,381,018	-3.3%
FY2012	$	3,588,737	6.1%
FY2013	$	3,729,201	3.9%
FY2014	$	3,760,505	0.8%
FY2015	$	3,988,839	6.1%
FY2016	$	4,079,919	2.3%
FY2017	$	4,039,658	-1.0%
FY2018	$	4,123,862	2.1%
FY2019	$	4,434,974	7.5%
FY2020	$	4,855,331	9.5%
FY2021	$	5,018,212	3.4%
FY2022	$	5,484,719	9.3%
FY2023	$	5,962,604	8.7%
FY2024	$	6,023,556	1.0%
FY2025	$	6,128,466	1.7%



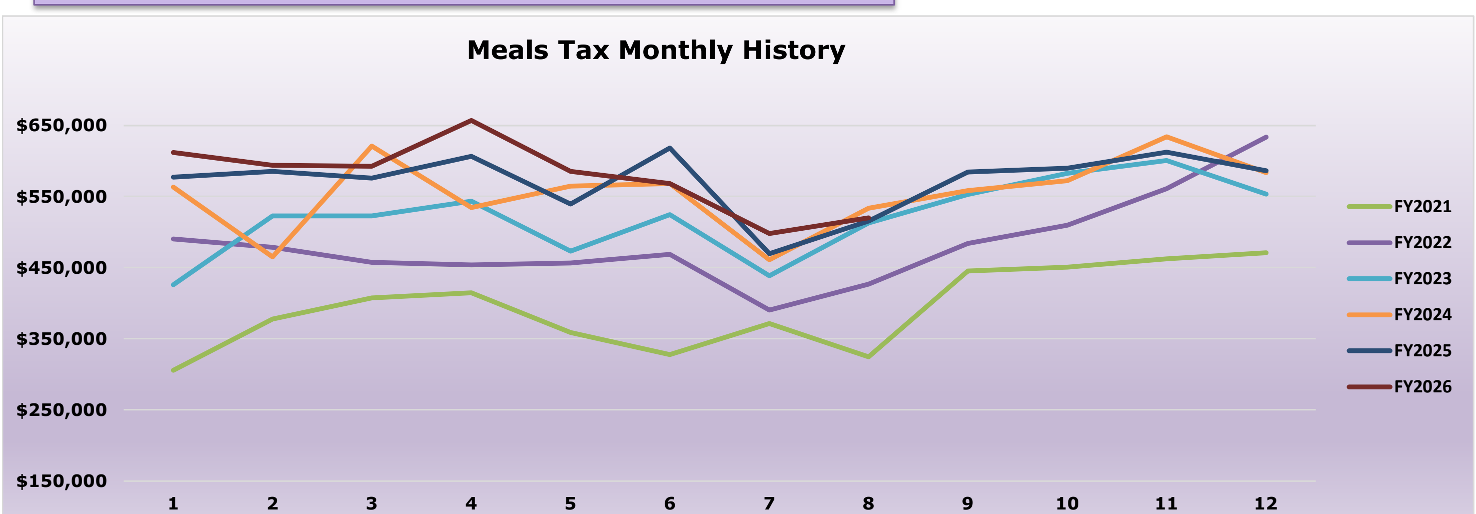
City of Staunton

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	
	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	% Change
July	358,212	305,920	490,076	426,045	563,368	577,436	611,897	6.0%
August	424,090	377,519	478,421	522,710	465,046	585,486	594,059	1.5%
September	427,995	407,128	457,575	522,740	621,042	576,077	592,518	2.9%
October	417,690	414,546	453,768	543,587	534,524	606,402	657,385	8.4%
November	403,285	358,586	456,293	473,158	564,659	539,170	585,134	8.5%
December	444,990	327,793	468,456	524,706	568,130	618,321	568,198	-8.1%
January	390,333	371,174	390,422	438,260	460,988	469,525	498,057	6.1%
February	334,123	324,288	426,769	512,829	533,665	515,512	519,838	0.8%
March	297,411	445,061	483,854	552,774	558,236	584,633		0.0%
April	244,201	450,532	509,567	582,702	572,388	589,947		0.0%
May	347,244	462,115	561,110	600,814	634,055	612,226		0.0%
June	458,278	471,063	633,671	553,460	583,321	586,183		0.0%
Actuals	4,547,853	4,715,726	5,809,981	6,253,785	6,659,422	6,860,918	4,627,086	
Budget	4,600,000	3,562,500	4,300,000	5,358,050	5,985,000	6,660,000	6,750,000	
Budget Variance	(52,147)	1,153,226	1,509,981	895,735	674,422	200,918	(2,122,914)	
% of BUDGET	98.9%	132.4%	135.1%	116.7%	111.3%	103.0%	68.5%	
% CHANGE-YEAR	-3.8%	3.7%	23.2%	7.6%	6.5%	3.0%	-32.6%	



FY2010	$	2,344,698	
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%
FY2025	$	6,860,918	3.0%



MEALS TAX HISTORY- RATE INCREASES

JULY 1, 1986

JULY 1, 1994

SEPTEMBER 1, 1998

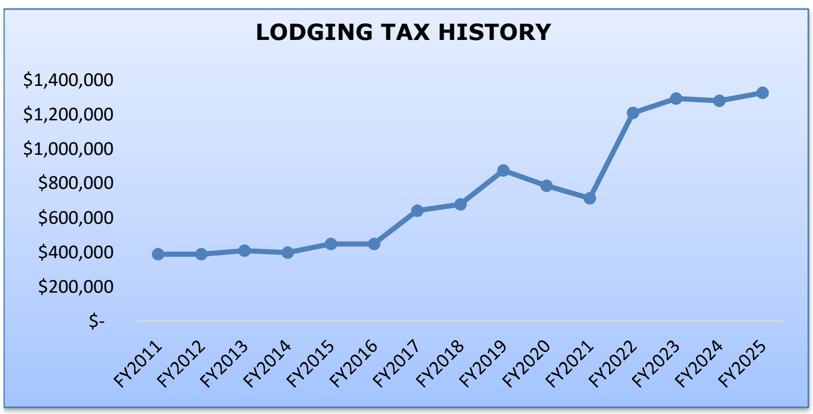
JULY 1, 2007

JULY 1, 2017

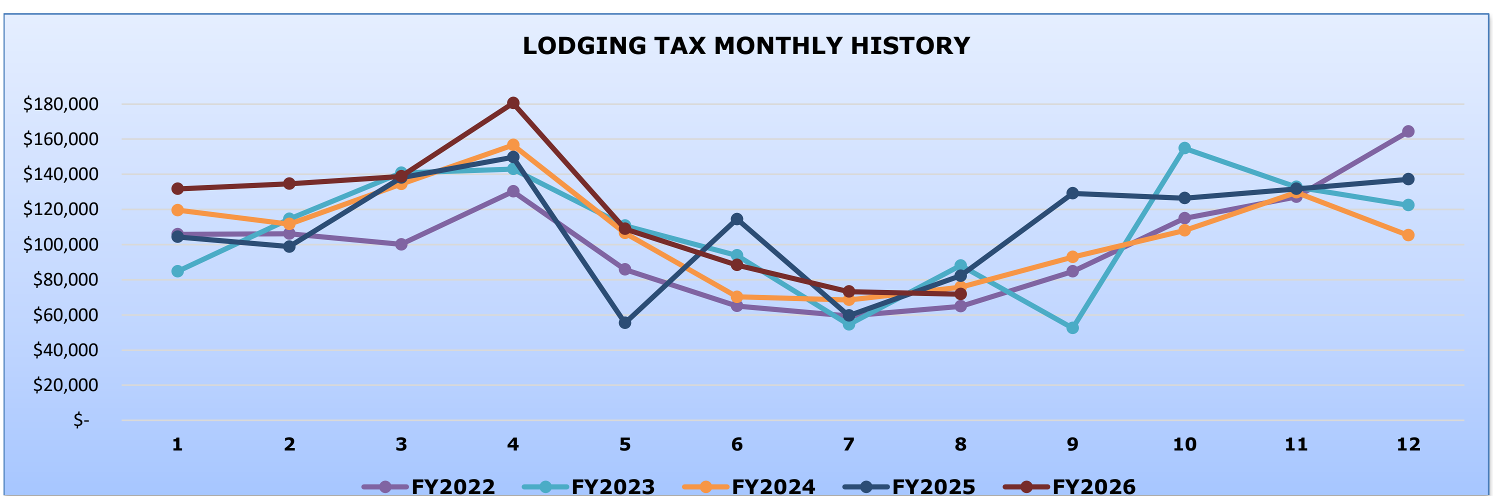
City of Staunton

LODGING TAX HISTORY- 6.7% Tax Rate

TAX RATE	6.70%	6.70%	6.70%	6.70%	6.70%	6.70%	6.70%	
	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	% CHANGE
July	$ 86,792	$ 46,648	$ 105,750	$ 84,716	$ 119,557	$ 104,322	$ 131,656	26.2%
August	$ 98,765	$ 66,056	$ 106,184	$ 114,547	$ 111,597	$ 98,804	$ 134,582	36.2%
September	$ 89,978	$ 56,235	$ 100,094	$ 140,720	$ 134,448	$ 137,970	$ 138,781	0.6%
October	$ 124,738	$ 85,131	$ 130,186	$ 142,991	$ 156,633	$ 149,730	$ 180,527	20.6%
November	$ 82,915	$ 46,252	$ 85,840	$ 110,688	$ 106,610	$ 55,431	$ 108,904	96.5%
December	$ 63,057	$ 33,471	$ 65,008	$ 93,847	$ 70,232	$ 114,470	$ 88,423	-22.8%
January	$ 47,730	$ 37,127	$ 59,405	$ 54,478	$ 68,508	$ 59,656	$ 73,254	22.8%
February	$ 23,204	$ 34,928	$ 64,791	$ 88,071	$ 75,737	$ 82,250	$ 71,853	-12.6%
March	$ 77,152	$ 50,273	$ 84,717	$ 52,430	$ 92,945	$ 129,170		0.0%
April	$ 16,730	$ 70,866	$ 114,860	$ 154,822	$ 107,974	$ 126,393		0.0%
May	$ 26,667	$ 89,381	$ 127,191	$ 132,827	$ 129,687	$ 131,676		0.0%
June	$ 47,878	$ 97,078	$ 164,234	$ 122,320	$ 105,350	$ 137,079		0.0%
Actuals	$ 785,605	$ 713,445	$ 1,208,260	$ 1,292,457	$ 1,279,278	$ 1,326,951	$ 927,979	
Budget Totals	$ 890,000	$ 836,000	$ 760,000	$ 968,000	$ 1,350,000	$ 1,350,000	$ 1,300,000	
Budget Variance	$ (104,395)	$ (122,555)	$ 448,260	$ 324,457	$ (70,722)	$ (23,049)	$ (372,021)	
% of BUDGET	88%	85%	159%	134%	95%	98%	71%	
% CHANGE-YEAR	-10.2%	-9.2%	69.4%	7.0%	-1.0%	2.7%	-27.5%	



	TOTAL REVENUE	% CHANGE
FY2011	$ 388,022	
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%
FY2025	$ 1,326,951	3.7%



Attachment

FY2026 FINANCIAL REPORT - UNAUDITED

THROUGH MARCH 31, 2026

GENERAL FUND REVENUES	FY26 Original Budget	FY26 Revised Budget	ACTUAL YTD THRU MARCH 2026	AVAILABLE BUDGET	% RECEIVED	Comment
PROPERTY TAXES						
Real Estate Taxes 2025 (25%) & 2026 (75%)	$ 29,989,636	$ 29,989,636	$ 8,107,065	$ 21,882,571	27%	25% due Dec 5, 2025; 75% due June 20, 2026
Real Estate - Public Service	1,120,000	1,120,000	1,423,782	(303,782)	127%	100% of 2025 Taxes due Dec 5, 2025
Real Estate - Interest	135,000	135,000	78,932	56,068	58%	
Real Estate - Penalty	145,000	145,000	121,811	23,189	84%	
Real Estate Tax - Downtown Serv District	154,521	154,521	47,126	107,395	30%	25% due Dec 5, 2025; 75% due June 20, 2026
Personal Property Taxes	7,025,500	7,025,500	7,223,255	(197,755)	103%	100% of 2025 PP Tax due December 5, 2025
Personal Property Taxes - Prior Written Off	-	-	335	(335)	0%	
Personal Property Taxes- Public Service	3,500	3,500	9,852	(6,352)	281%	
Personal Property - Interest	150,000	150,000	117,720	32,280	78%	
Personal Property - Penalty	170,000	170,000	117,386	52,614	69%	
Machinery & Tools Tax	425,000	425,000	413,501	11,499	97%	100% Tax Due December 5, 2025
TOTAL PROPERTY TAXES	**$ 39,318,157**	**$ 39,318,157**	**$ 17,660,766**	**$ 21,657,391**	**45%**	
OTHER LOCAL TAXES						
Business & Occupational Licenses	$ 2,800,000	$ 2,800,000	$ 3,223,918	$ (423,918)	115%	BPOL License due March 1, 2026
Water Utility Tax	300,000	300,000	196,091	103,909	65%	Paid Monthly w/ 1-2 months delay in collection
Gas Utility	270,000	270,000	170,346	99,654	63%	Paid Monthly w/ 1-2 months delay in collection
Electric Utility	590,000	590,000	441,008	148,992	75%	Paid Monthly w/ 1-2 months delay in collection
Local Sales Tax	5,999,522	5,999,522	3,802,627	2,196,895	63%	Paid Monthly w/ 2 months delay in payment from State
Bank Stock	725,000	725,000	-	725,000	0%	Paid in June
Recordation	325,000	325,000	244,625	80,375	75%	Paid Monthly w/ 1 month delay in collection
Cigarette Tax	310,000	310,000	205,200	104,800	66%	Paid at sale date, no delay in collection
Lodging Tax	1,300,000	1,300,000	927,978	372,022	71%	Paid Monthly w/ 1 month delay in collection
Meals Tax	6,750,000	6,750,000	4,627,086	2,122,914	69%	Paid Monthly w/ 1 month delay in collection
Probate Tax on Wills	12,000	12,000	7,438	4,562	62%	
Short Term Rental Tax	32,000	32,000	26,349	5,651	82%	
Local Communications Tax	915,000	915,000	517,460	397,540	57%	Paid Monthly w/ 1-2 months delay in collection
TOTAL OTHER LOCAL TAXES	**$ 20,328,522**	**$ 20,328,522**	**$ 14,390,126**	**$ 5,938,396**	**71%**	
PERMITS						
Judicial Charges for Services	750	750	555	195	74%	
Public Safety Charges for Services	272,450	272,450	180,348	92,102	66%	
Planning and Development Charges for Services	15,000	15,000	8,975	6,025	60%	
TOTAL PERMITS	**$ 288,200**	**$ 288,200**	**$ 189,878**	**$ 98,322**	**66%**	
FINES & FORFEITURES						
Circuit Court Fines	$ 130,000	$ 130,000	$ 55,967	$ 74,033	43%	
Court Recorder Fees	55,000	55,000	43,425	$ 11,575	79%	
Courthouse Maintenance Fee	9,500	9,500	6,365	3,135	67%	
Animal Control Fines	6,000	6,000	3,955	2,045	66%	
TOTAL FINES & FORFEITURES	**$ 200,500**	**$ 200,500**	**$ 109,712**	**$ 90,788**	**55%**	

THROUGH MARCH 31, 2026

GENERAL FUND REVENUES	FY26 Original Budget	FY26 Revised Budget	ACTUAL YTD THRU MARCH 2026	AVAILABLE BUDGET	% RECEIVED	
REVENUE FROM USE OF PROPERTY						
Interest Revenue	$ 550,000	$ 550,000	$ 549,473	$ 527	100%	
Rental of Real Property	58,000	58,000	62,420	(4,420)	108%	
Rental of Real Property - Recreation	7,000	7,000	4,136	2,864	59%	
TOTAL REVENUE FROM USE OF PROPERTY	**$ 615,000**	**$ 615,000**	**$ 616,028**	**$ (1,028)**	**100%**	
CHARGES FOR SERVICES						
Property Clean Up Fees	$ 5,000	$ 5,000	$ 1,319	$ 3,681	26%	
Payment in Lieu of Tax from Proprietary Funds	1,227,269	1,227,269	-	1,227,269	0%	Allocation transfers from Enterprise Funds
DMV Stop Fees	27,000	27,000	13,780	13,220	51%	
Administrative Fees	35,000	35,000	15,845	19,155	45%	
Judicial Operations Charges for Services	82,517	82,517	48,720	33,797	59%	
Public Safety Tax Exempt Service Charge	5,000	5,000	425	4,575	8%	
Sale of Publications & Maps	-	-	700	(700)	0%	
Recreation Charges for Services	$ 767,650	$ 767,650	578,770	188,880	75%	
TOTAL CHARGES FOR SERVICES	**$ 2,149,436**	**$ 2,149,436**	**$ 659,559**	**$ 1,489,877**	**31%**	
MISCELLANEOUS						
Sale of Salvage & Surplus	$ 35,000	$ 35,000	$ 15,766	$ 19,234	45%	
Payment in Lieu of Taxes SRHA	16,000	16,000	19,566	(3,566)	122%	
Donations	-	-	8,235	(8,235)	0%	
Miscellaneous	-	114,700	$ 125,083	(10,383)	109%	
TOTAL MISCELLANEOUS	**$ 51,000**	**$ 165,700**	**$ 168,650**	**$ (2,950)**	**102%**	
RECOVERED COSTS						
Wellness Program Reimbursement	$ 10,000	$ 10,000	$ 9,621	$ 379	96%	
Recovered Costs - General Govt	-	-	25	$ (25)	0%	
Recovered Costs - Courts	24,000	24,000	7,439	16,561	31%	
Recovered Costs - Public Safety	-	-	21,484	(21,484)	0%	
Recovered Costs - Police Security	25,000	25,000	46,875	(21,875)	188%	
Recovered Costs - Sheriff Security	7,500	7,500	-	7,500	0%	
Recovered Costs - Insurance Recovery	-	38,401	61,286	(22,885)	160%	
Recovered Costs - Public Works	5,000	5,000	1,392	3,608	28%	
Recovered Costs - Education	375,000	375,000	-	375,000	0%	Software Annual Costs and Bus Mechanic Services
Recovered Costs - Recreation/ Library	78,000	78,000	62,412	15,588	80%	Talking Book Center Reimbursement
TOTAL RECOVERED COSTS	**$ 524,500**	**$ 562,901**	**$ 210,534**	**$ 352,367**	**37%**	

THROUGH MARCH 31, 2026

GENERAL FUND REVENUES	FY26 Original Budget	FY26 Revised Budget	ACTUAL YTD THRU MARCH 2026	AVAILABLE BUDGET	% RECEIVED	
COMMONWEALTH OF VIRGINIA REVENUE						
Public Facilities Tax	$ 87,500	$ 87,500	$ 53,232	$ 34,268	61%	State sales tax revenue from Hotel 24 South
Rolling Stock Taxes	7,500	7,500	7,674	(174)	102%	
Motor Vehicle Rental Tax	150,000	150,000	142,679	7,321	95%	
HB599 Law Enforcement	1,100,000	1,143,758	857,838	285,920	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	100,000	100,000	70,149	29,851	70%	
Juror/Witness Fees	5,000	5,000	6,222	(1,222)	124%	
DCJS- Victim Witness Grant	26,000	26,000	13,079	12,921	50%	
DMV Four for Life Funds	23,500	24,225	24,225	0	100%	
DMV Animal License Plates	1,000	1,000	1,057	(57)	106%	
State Crime Forfeited Assets- Police	-	-	10,381	(10,381)	0%	Revenue based on criminal drug activity
State Crime Forfeited Assets- Courts	-	-	2,192	(2,192)	0%	
Fire Programs Fund	88,000	144,121	144,121	-	100%	
PSAP Education Grant	-	114,212	70,236	43,976	61%	
E911 Wireless Funds	110,000	110,000	99,457	10,543	90%	Grants from the Wireless Board of Virginia
DCJS-Grants	-	-	25,177	(25,177)	0%	
Street & Highway Maintenance	5,439,448	5,873,403	2,937,813	2,935,590	50%	Quarterly Payments from State
Public Assistance	1,255,297	1,255,297	846,246	409,051	67%	
CSA Administrative Fees	13,405	13,405	13,405	-	100%	
Comprehensive Services Act (CSA)	2,649,200	2,649,200	1,780,045	869,155	67%	
VA Comm for the Arts	4,500	4,500	-	4,500	0%	
Library	237,049	237,049	193,929	43,120	82%	Quarterly Payments from State
Commissioner of Revenue	182,046	182,046	121,924	60,122	67%	
Treasurer	155,317	155,317	104,896	50,421	68%	
Electoral Board & Registrar	84,302	84,302	-	84,302	0%	
Commonwealth Attorney	837,463	837,463	477,438	360,026	57%	
Sheriff	504,218	504,218	350,482	153,736	70%	
Circuit Court Clerk	427,803	476,778	320,192	156,586	67%	
Circuit Court Technology Grant	15,000	31,981	11,782	20,199	37%	
TOTAL COMMONWEALTH OF VIRGINIA	**$ 15,155,748**	**$ 15,870,475**	**$ 10,255,457**	**$ 5,615,018**	**65%**	
FEDERAL REVENUES						
Victim Witness Federal Grant	$ 65,000	$ 65,000	$ 31,787	$ 33,213	49%	
Federal DMV Grant	-	-	3,005	(3,005)	-	
U S Marshall Forfeited Asset	-	25,000	6,774	18,226	27%	
Welfare Public Assistance	1,080,746	1,080,746	616,289	464,457	57%	
TOTAL FEDERAL REVENUE	**$ 1,145,746**	**$ 1,170,746**	**$ 657,855**	**$ 512,891**	**56%**	
PRIOR YEAR APPROPRIATIONS						
Appropriation for Prior Year Encumbrances	$ -	$ 779,262	$ -	$ 779,262	0%	Outstanding Encumbrances at June 30, 2025
Appropriation of Prior Year Fund Balance	-	9,203,386	-	$ 9,203,386	0%	
TOTAL PRIOR YEAR APPROPRIATIONS	**$ -**	**$ 9,982,648**	**$ -**	**$ 9,982,648**	**0%**	
TRANSFERS FROM OTHER FUNDS/NON-DEPARTMENTAL						
TRANSFER FROM OTHER FUNDS	$ 26,704	$ 26,704	-	$ 26,704	0%	Annual Debt Payments
TOTAL TRANSFERS AND NON-DEPARTMENTAL	**$ 26,704**	**$ 26,704**	**$ -**	**$ 26,704**	**$ -**	
TOTAL GENERAL FUND REVENUES	**$ 79,803,513**	**$ 90,678,989**	**$ 44,918,566**	**$ 45,733,719**	**49.5%**	

FY 2026 FINANCIAL REPORT - UNAUDITED

THROUGH MARCH 31, 2026

GENERAL FUND EXPENDITURES	FY26 Original Budget	FY26 Revised Budget	ACTUAL YTD THRU MARCH 2026	ENCUMBRANCES	AVAILABLE BUDGET	% EXPENDED	
GENERAL GOVERNMENT ADMINISTRATION							
CITY COUNCIL	$ 108,740	$ 111,240	$ 78,190	$ -	$ 33,050	70%	
CLERK OF COUNCIL	127,856	122,002	34,537	-	87,465	28%	
CITY MANAGER	672,486	658,424	443,003	-	215,421	67%	
HUMAN RESOURCES	844,976	844,976	593,259	15,450	236,267	70%	
CITY ATTORNEY	431,733	528,945	194,681	96,212	238,052	37%	
COMMUNICATIONS MANAGER	201,514	211,958	153,299	5,105	53,553	72%	
PROFESSIONAL CONSULTANTS	78,500	78,500	63,490	32,300	(17,290)	81%	
CITY MEMBERSHIPS	31,950	31,950	30,716	-	1,234	96%	
ECONOMIC MOBILITY	-	140,128	25,030	-	115,098	18%	
FINANCE	1,524,382	1,589,525	1,101,986	66,075	421,464	69%	
ASSESSOR	409,067	409,067	286,763	3	122,301	70%	
COMMISSIONER OF REVENUE	517,688	517,688	365,725	7,166	144,797	71%	
TREASURER	474,093	474,093	314,232	144	159,717	66%	
REGISTRAR	290,688	290,688	174,839	29	115,821	60%	
INFORMATION TECHNOLOGY	1,564,078	1,630,543	981,888	105,471	543,183	60%	
RISK MANAGEMENT	801,000	801,000	665,227	-	135,773	83%	
TOTAL GENERAL GOV'T ADMINISTRATION	**$ 8,078,751**	**$ 8,440,727**	**$ 5,506,865**	**$ 327,955**	**$ 2,605,907**	**65%**	
JUDICIAL ADMINISTRATION							
CIRCUIT COURT	$ 174,010	$ 174,010	$ 125,050	$ -	$ 48,960	72%	
GENERAL DISTRICT COURT	17,127	17,127	2,809	-	14,318	16%	
MAGISTRATES	2,225	2,225	-	-	2,225	0%	
JUVENILE DOMESTIC RELATIONS COURT	76,777	76,777	3,442	-	73,335	4%	
CLERK OF THE CIRCUIT COURT	783,205	862,849	584,718	165	277,966	68%	
SHERIFF	1,506,760	1,533,146	1,151,482	546	381,117	75%	
VICTIM/WITNESS GRANT	116,877	121,877	74,671	-	47,207	61%	
COMMONWEALTH ATTORNEY	1,275,785	1,295,023	758,418	130	536,475	59%	
TOTAL JUDICIAL ADMINISTRATION	**$ 3,952,766**	**$ 4,083,034**	**$ 2,700,590**	**$ 841**	**$ 1,381,603**	**66%**	
PUBLIC SAFETY							
POLICE	$ 6,989,091	$ 7,306,833	$ 4,940,035	$ 189,104	$ 2,177,694	68%	
E911 CENTER	1,244,265	1,244,265	839,926	6,085	398,254	68%	
FIRE	4,408,656	4,442,360	3,214,182	8,102	1,220,076	72%	
COMMUNITY PUBLIC SAFETY	110,500	335,425	110,016	45,713	179,697	33%	
JUVENILE DETENTION HOME	227,194	227,194	170,343	-	56,851	75%	Quarterly Payments
JAIL	3,462,015	3,462,015	2,596,511	-	865,504	75%	Quarterly Payments
OFFICE ON YOUTH	215,751	215,751	54,653	-	161,098	25%	
INSPECTIONS	499,531	500,010	332,655	550	166,806	67%	
ANIMAL CONTROL	296,154	296,154	210,505	-	85,649	71%	
MEDICAL EXAMINER	500	500	80	-	420	16%	
TOTAL PUBLIC SAFETY	**$ 17,453,657**	**$ 18,030,508**	**$ 12,468,906**	**$ 249,553**	**$ 5,312,048**	**69%**	

THROUGH MARCH 31, 2026

GENERAL FUND EXPENDITURES	FY26 Original Budget	FY26 Revised Budget	ACTUAL YTD THRU MARCH 2026	ENCUMBRANCES	AVAILABLE BUDGET	% EXPENDED	
PUBLIC WORKS							
ENGINEERING	$ 545,283	$ 585,822	$ 443,083	$ 260	$ 142,478	76%	
PUBLIC WORKS ADMINISTRATION	333,181	382,194	292,260	6,152	83,781	76%	
STREETS	3,967,511	8,356,706	3,290,807	284,633	4,781,265	39%	
TRAFFIC ENGINEERING	739,855	739,855	255,904	10,784	473,167	35%	
TRAFFIC SIGNALS	409,974	435,974	214,302	2,344	219,328	49%	
BUILDING MAINTENANCE	1,806,810	1,820,289	1,186,965	37,900	595,425	65%	
EQUIPMENT MAINTENANCE	581,665	511,665	359,628	2,019	150,018	70%	
TOTAL PUBLIC WORKS	**$ 8,384,279**	**$ 12,832,504**	**$ 6,042,949**	**$ 344,092**	**$ 6,445,463**	**47%**	
HEALTH AND WELFARE							
PUBLIC HEALTH	$ 332,347	$ 277,339	$ 277,339	$ -	$ -	100%	
VALLEY COMM SERVICES BOARD	408,615	408,615	306,461	-	102,154	75%	Quarterly Payments
COMMUNITY POLICY MGMNT TEAM (CSA)	3,800,000	3,800,000	2,894,738	-	905,262	76%	
DEPT OF SOCIAL SERVICES	3,386,905	3,386,905	2,290,487	-	1,096,418	68%	
TAX RELIEF FOR THE ELDERLY	360,000	360,000	-	-	360,000	0%	Real Estate Tax Relief- processed May each year
COMMUNITY WELFARE ASSISTANCE	157,073	157,073	145,777	-	11,296	93%	Outside Agency Contributions
TOTAL HEALTH AND WELFARE	**$ 8,444,940**	**$ 8,389,932**	**$ 5,914,801**	**$ -**	**$ 2,475,131**	**70%**	
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	$ 1,323,507	$ 1,339,091	$ 921,932	$ 1,763	$ 415,396	69%	
HORTICULTURE	241,264	248,260	159,319	13,925	75,016	64%	
GOLF COURSE	161,119	161,119	98,757	7,435	54,927	61%	
COMMUNITY RECREATION ASSISTANCE	20,000	20,000	20,000	-	-	100%	Boys and Girls Club
PARK MAINTENANCE	1,300,192	1,403,596	898,728	59,617	445,251	64%	
COMMUNITY CULTURAL CONTRIBUTIONS	15,500	15,500	15,500	-	-	100%	Outside Agency Contributions
LIBRARY	1,541,883	1,559,862	1,088,034	5,363	466,465	70%	
TOTAL PARKS, RECREATION, LIBRARY, CULTURAL	**$ 4,603,465**	**$ 4,747,428**	**$ 3,202,271**	**$ 88,104**	**$ 1,457,053**	**67%**	
PLANNING AND COMMUNITY DEVELOPMENT							
PLANNING	$ 629,214	$ 637,154	$ 478,970	$ 2,592	$ 155,592	75%	
HOUSING PLANNER	108,354	108,354	-	-	108,354	0%	
COMMUNITY DEVELOPMENT ASSISTANCE	421,266	421,266	314,664	-	106,602	75%	Outside Agency Contributions
ECONOMIC DEVELOPMENT	1,090,024	1,291,947	241,303	13,795	1,036,849	19%	
TOURISM	687,199	687,199	392,267	133,623	161,309	57%	
STAUNTON WELCOME CENTER	64,602	64,602	28,702	-	35,900	44%	
TRANSPORTATION-CSPDC	60,818	60,818	53,887	-	6,931	89%	
TOTAL PLANNING AND COMMUNITY DEVELOPMENT	**$ 3,061,477**	**$ 3,271,340**	**$ 1,509,793**	**$ 150,009**	**$ 1,611,537**	**46%**	

GENERAL FUND EXPENDITURES	FY26 Original Budget	FY26 Revised Budget	ACTUAL YTD THRU MARCH 2026	ENCUMBRANCES	AVAILABLE BUDGET	% EXPENDED	
TRANSFERS TO OTHER FUNDS/NON-DEPARTMENTAL							
DEBT SERVICE	$ -	$ -	30,203	-	$ (30,203)	0%	
TRANSFER TO DEBT SERVICE FUND	5,676,903	5,676,903	5,676,903	-	-	100%	Annual Debt Payments
TRANSFER TO CIP FUND	1,518,813	6,113,601	1,518,813	-	4,594,788	25%	
TRANSFER TO EDUCATION FUND	18,904,462	18,904,462	14,178,347	-	4,726,115	75%	
NON-DEPARTMENTAL EXPENDITURES	(285,000)	179,551	139	-	179,412	0%	
TOTAL TRANSFERS AND NON-DEPARTMENTAL	**$ 25,815,178**	**$ 30,874,517**	**$ 21,404,405**	**$ -**	**$ 9,470,112**	**#DIV/0!**	
TOTAL GENERAL FUND EXPENDITURES	**$ 79,803,513**	**$ 90,678,989**	**$ 58,759,580**	**$ 1,160,555**	**$ 30,758,853**	**65%**	

FY2026 GENERAL FUND BUDGET

ADOPTED BUDGET	$ 79,803,513	JULY 1, 2025
ENCUMBRANCE CARRY FORWARDS	779,262	JULY 1, 2025
FY2026 BUDGET AMENDMENT NO. 1	136,380	OCTOBER 10, 2025
FY2026 BUDGET AMENDMENT NO. 2	9,959,834	MARCH 12, 2026
FY2026 BUDGET AMENDMENT NO. 3		
FY2026 BUDGET AMENDMENT NO. 4		
FY2026 REVISED BUDGET	$ 90,678,989	

FY2026 REVENUES	$ 44,918,566
FY2026 EXPENDITURES	$ (59,920,135)
FY2026 NET YTD	$ (15,001,570)

CITY COUNCIL **AGENDA BRIEFING**

Staunton, Virginia

Meeting Date:	**April 23, 2026**	**Jon Venn** **Chief Human Resources Officer**
Item #	**A.3**	
Department:	**Human Resources**	
Alignment with Staunton Plan (Value/Strategic Area):	**Value: Excellence**	
Subject:	**Consideration of Personnel Policy Manual Revision—Policy 6.4 Retirement Gift**	

Background: In February of 2025, City Council approved major revisions to the City's Personnel Policy Manual and adopted the revised manual, in its entirety, as presented. As noted, when the manual was last revised, as staff applies the policies set forth in the revised manual, management anticipates the need to occasionally propose further revisions for Council's consideration. Circumstances warranting revisions include, for example, changes to laws or regulations, and the need to address employee questions or concerns of general applicability.

In concert with the Staunton Employee Committee, we are recommending a revision to Policy 6.4 Retirement Gift specifically to include language about adding full and part-time employees, eligible for the "Retirement Gift" from the City, who have been employed by the City of Staunton for twenty or more uninterrupted years, regardless of qualifying a VRS retirement. The purpose of this revision is to be able to recognize and highlight employees who retire from the City of Staunton who did not meet the VRS requirements as set forth in the current policy.

Attachment: Proposed revision to Polic 6.4 Retirement Gift to the Personnel Policy Manual

City Manager's Recommendation: Recommend adoption of the proposed revision to Policy 6.4 Retirement Gift to the Personnel Policy Manual.

Suggested Motion: I move that the City Council approve the proposed revision to Policy 6.4 Retirement Gift to the City of Staunton Personnel Policy manual and adopt the revised manual, in its entirety, as presented.

City Manager: Leslie Beauregard

6.4 RETIREMENT GIFT

The importance of rewarding commitment and loyalty of long service employees is recognized by the City of Staunton. It is the intent of the City of Staunton to provide such recognition. The City of Staunton wishes to recognize the long-term commitment of employees who have faithfully served the City for uninterrupted and extended years of services. Recognizing the long service commitment of its full-time employees provides benefits to the City, including:

- Retention of valued expertise;
- The creation of a positive work environment and;
- Lower staff turnover.

Eligibility

Employees must have been employed in a full-time VRS position for a minimum of ten (10) years, and employed with the City of Staunton for all five (5) years immediately preceding retirement to be eligible for the retirement gift through the City of Staunton. Additionally, full or part-time employees who have been employed by the City of Staunton for twenty or more uninterrupted years, regardless of qualifying for a VRS retirement, shall also be eligible for the retirement gift upon retirement from the city. For retirement gift eligibility purposes, employees are defined as both full and part-time employees with the city and of a constitutional officer who has a current memorandum of agreement in place with the City of Staunton.

The City has allocated up to $300.00 to spend on employees who meet the eligibility requirements set forth above. Directors/supervisors may request a purchase of an item or gift card/certificate or funds to pay for a retirement celebration (as deemed appropriate by the City Manager or designee). In addition, a retiree may choose between a $150 gift card and an unframed certificate recognizing years of service or a framed certificate recognizing years of service.

For purposes of this policy, an item or gift card/certificate is an item similar to a plaque or other memento pursuant to the Virginia Conflict of Interests Act.

*A gift card/or gift certificate regardless of the dollar value, shall be considered the same as cash by the Internal Revenue Service and is considered taxable income to the employee and will be taxed according to IRS rules and regulations.

CITY COUNCIL AGENDA BRIEFING

Staunton, VA

Meeting Date:	**April 23, 2026**	**John C. Blair** **City Attorney** **Chris Tuttle** **Parks and Recreation Director**
Item #	**B**	
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

DRAFT 3.5.26

LEASE AGREEMENT FOR HAPPY BIRTHDAY AMERICA'S 2026 FOURTH OF JULY HOLIDAY ACTIVITIES

THIS LEASE AGREEMENT (Agreement), dated ________ __, 2026, 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 2026.

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, 2026, to and including July 5, 2026, 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 27, 2026, 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 2026.

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

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

6. **Uses by HBA**. HBA will be permitted to conduct a general celebration of the birth of the United States of America upon the Property in accordance with a general schedule of events reviewed by the City for the purpose of avoiding scheduling conflicts. HBA may provide mechanically operated rides to children under the age of twelve. In this regard, HBA shall submit to the City's Director of Recreation and Parks by July 1, 2026, a written schedule of proposed events as well as a list of mechanically operated rides solely for the City to plan public safety and traffic logistics. 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 and Rides**. HBA shall be permitted to sublease space on the Property to concessionaires for such services as HBA may determine; provided, however, the City shall be furnished with a list of the proposed concessions for logistical purposes. Such list should be provided to the City at the same time, or as soon thereafter as possible, as the written schedule of proposed events mentioned in Section 6 above. HBA shall supervise all such concessions and shall be responsible to assure that all local, state, and federal health and safety standards, codes, ordinances, and statutes are met, complied with, and followed. No item shall be offered for sale or promoted unless consistent with all applicable laws, and no such item 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.

If HBA elects to provide mechanically operated rides for children under the age of twelve, HBA shall ensure that all necessary permits and inspections as required by federal, state, and local laws and ordinances are completed. HBA shall submit a copy of all inspection reports and permits to the City's Director of Parks and Recreation before the rides may be utilized by HBA's attendees.

9. **Traffic and Crowd Control; Personal Property; Parking**. As determined necessary, in its sole discretion, the City will provide, through the City Police Department, traffic, parking, and crowd management at the City's expense as part of the regular operations of the City Police Department. HBA, however, shall provide for the safekeeping of HBA's personal property situate on the Property at HBA's expense, with the City having no liability with regard to the safekeeping of the personal property of HBA or the personal property of any HBA sublessee. With regard to parking on the fairgrounds parking lot, HBA will provide a limited number of parking spaces for persons with disabilities and concessionaires. Persons who do not display an appropriate government-issued credential for persons with disabilities or a pass issued by HBA will not be permitted to park in that area 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 _________, 2026, HBA shall provide the City with satisfactory evidence, as determined by the City in its sole discretion, that HBA has obtained and paid for a general policy of public liability insurance (with the City as an additional named insured therein) insuring HBA and the City for injuries or damage to persons or property occurring by reason of HBA's, its agents', sublessees' or invitees' use of the Property. Such policy shall be in an amount not less than $1,000,000.00 for any single event occurrence, or injury. The insurance policy shall also have not less than a $2,000,000.00 aggregate policy limit and "non-owned" automobile liability coverage provisions. HBA shall require each parade participant to have a policy of automobile insurance in force at the time of parade participation that includes the following minimum limits: bodily injury/death, $300,000, and property damage, $100,000. The insurance required by this section shall be carried with an insurance company licensed to do business in the Commonwealth of Virginia and rated no less than A- by A.M. Best.

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

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

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

15.5. HBA 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: _______________________________

Attachment

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 23, 2026**, 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 smithmc@ci.staunton.va.us, to request an interpreter.

John C. Blair
Clerk of Council

Please publish on Wednesday, April 15, 2026 as a boxed ad in the “Legal Notice” section of the paper.

ATTACHMENT 3

DRAFT 03.5.26

Ordinance No. 2026 -

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 2026 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 2026;

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 2026; 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:

____

Michele Edwards, Mayor

ATTEST:____________________________

John C. Blair

Clerk of Council

CITY COUNCIL **AGENDA BRIEFING**

Staunton, VA

Meeting Date:	**April 23, 2026**	**John C. Blair** **City Attorney** **Chris Tuttle** **Parks and Recreation Director**
Item #	**C**	
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 2026 Valley League baseball season and the operation of the concession stand at the stadium. Staunton Baseball, Inc. staff have requested access to office facilities beginning May 16, 2026. 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 16, 2026, 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 M. 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 _________, 2026 for identification, is made by and between THE CITY OF STAUNTON, VIRGINIA (the City), a municipal corporation of the Commonwealth of Virginia, and STAUNTON BASEBALL, INC. (Staunton Baseball) a Virginia corporation (SCC ID: 0732260-5).

1. **Recitals**.

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

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

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

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

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

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

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

3. **Term**. The term of this Agreement shall be from May 16, 2026, to and including August 9, 2026, 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. **<u>Staunton Baseball Business Operations Space; Water and Electricity</u>**. 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. **<u>Use and Restrictions</u>**. Staunton Baseball's use of the Facilities for the season is subject to the following additional conditions:

7.l. 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, 2026. 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 27, 2026 through July 5, 2026, 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 23, 2026**, 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 smithmc@ci.staunton.va.us, to request an interpreter.

John C. Blair
Clerk of Council

Please publish on Wednesday, April 15, 2026 as a boxed ad in the “Legal Notice” section of the paper.

ATTACHMENT 3

DRAFT 03.4.26

Ordinance No. 2026 -________

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;

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 ______________, 2026; 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:

____
Michele Edwards, Mayor

ATTEST:____________________________
John C. Blair, II
Clerk of Council

CITY COUNCIL AGENDA BRIEFING

Staunton, Virginia

Meeting Date:	**April 23, 2026**	**Leslie Beauregard** **City Manager** **Jessie Moyers** **Chief Financial Officer**
Item #	**D**	
Department:	**City Manager's Office** **Finance Department**	
Alignment with Staunton Plan (Value/Strategic Area):	**Values: Excellence; Integrity; Inclusion & Equity; Engagement; Environmental Consciousness** **Strategic Areas: An Economically Vibrant Community; A Resilient and Sustainable Community; A Healthy Community; An Informed and Engaged Community**	
Subject:	**Consideration of Ordinance to Increase Water User Fee, Sewer User Fee, Refuse User Fees, and Landfill Fees as Included in the FY 2027 Proposed Budget**	

Background : The FY2027 budget proposes fee increases in three areas in order to fund critical infrastructure projects now and in the future: Water Fund, Sewer Fund and the Environmental Fund. A preliminary report on these proposed increases was provided to City Council at the March 12, 2026 Work Session, followed by the introduction of the FY 2027 Proposed Budget on March 26, 2026. A public hearing to receive comments on the proposed changes is required and occurred at Council's regular meeting on April 9, 2026 with the consideration of the ordinance scheduled for the meeting on April 23, 2026. This public hearing was properly advertised in The News Leader on March 25, 2026 and April 1, 2026.

Details of each of these proposals are below:

Proposed Changes to the Water Usage Fee

The FY2027 budget proposal includes a 5.4% water rate increase, effective July 1, 2026, for water consumption. Residential bi-monthly customers will be billed at the new rate beginning with utility bills issued on September 10. Monthly customers will be impacted with the new rate beginning with the July utility bills. The increase will generate $208,000 in additional water user fee revenue. The rate is proposed to increase to $4.28/100 cubic feet from $4.06/100 cubic feet. The minimum charge per two months by each regular user of City water is proposed to increase from $20.30 to $21.40. The bulk water rate is also proposed to increase from $10.50 to $11.00 per 750 gallons of water purchased in bulk quantities from the treatment plant. The minimum charge for bulk water purchases of less than 1,500 gallons during a month is proposed to increase from $21.00 to $22.00. The proposed increase would cost a family of four an additional $2.64 per bi-monthly billing cycle, based on an average bi-monthly consumption of 12/100 cubic feet, or $15.84 annually. Rates were last increased effective July 1, 2024, for fiscal year 2025.

The increase is necessary to cover the increasing operating costs and to unfreeze two equipment operator positions that were frozen in FY2023. Even the 5% rate increase does not generate sufficient revenue to cover the total capital expenditures for the Water Fund. The total FY2027 Water Fund budget is $8,338,170, a decrease of $1,868,805 over the FY2026 adopted budget. FY2027 budget includes capital expenditures of $3,240,000 including $450,000 for water line replacements, $2,500,000 for the construction phase of the Richmond Ave phase I project, and $290,000 to paint the Franklin Hills #1 water storage tank.

Proposed Changes to the Sewer Usage Fee

The FY2025 budget proposal includes a 7.14% sewer rate increase, effective July 1, 2026, for sewage disposal services. Residential bi-monthly customers will be billed at the new rate beginning with utility bills issued on September 10. Monthly customers will be impacted with the new rate beginning with the July utility bills. The increase will generate $309,000 in additional water user fee revenue. The rate is proposed to increase to $6.00/100 cubic feet from $5.60/100 cubic feet. The minimum charge per two months by each regular user of City water is proposed to increase from $28.00 to $30.00. Rates have only been increased twice over the last 13 years.

The proposed increase would cost a family of four an additional $4.80 per bi-monthly billing cycle, based on an average bi-monthly consumption of 12/100 cubic feet, or $28.80 annually.

The increase is necessary to cover the increasing operating costs, unfreeze one equipment operator position that was frozen in FY2023, and capital costs to replace/ repair major sewer system infrastructure assets. Even the 7.14% rate increase does not generate sufficient revenue to cover the total cash expense of $5,361,881.

The total FY2027 Sewer Fund budget is $5,364,397, a decrease of $1,330,421 over the FY2026 adopted budget. The FY2027 budget included capital projects that totaled $1,198,024. The FY2027 budget includes capital expenditures of $250,000 for sewer line replacements, $150,000 for Lewis Creek PER, $500,000 for the New Hope Rd evaluation and study, and $248,024 for plant machinery at the Middle River Waste Water Treatment Plant.

Proposed Changes to the Environmental Fees

The FY2027 budget proposal includes an increase in the environmental fund of 14.5%, which increases the residential refuse fee from $24.01 per month to $27.50 per month. The commercial refuse fees will also increase by 14.5%. The fee increases will generate approximately $450,000 in additional revenue. The proposed increase will allow the city to replace one refuse truck in FY2027 and help to fund the landfill capital needs. The fund will still run a deficit of $208,484 after the 14.5% increase in revenue.

In addition, the Augusta Regional Landfill have proposed increases to the landfill tipping and disposals fees. The commercial and industrial waste tipping fee will increase from $52 per ton to $65 per ton. Other landfill fee increases can be found on Attachment #3.

<u>In summary</u>

The financial impact to the minimum bill (not including stormwater) will be $10.08 every two months and an average bill of 12 hundred cubic feet (approx. 9,000 gallons) will be $14.42 every two months.

	Current Minimum Bill	Proposed Minimum Bill	Current Avg Bill Based on 12 HCF	Proposed Avg Bill Based on 12 HCF
Water	$ 20.30	$ 21.40	$ 48.72	$ 51.36
Sewer	28.00	30.00	67.20	72.00
Refuse	48.02	55.00	48.02	55.00
Tax	4.00	4.00	4.00	4.00
Total	$ 100.32	$ 110.40	$ 167.94	$ 182.36

The attached draft ordinances to adjust the water user fee, sewer user fee, environmental fees, and the landfill fees, effective July 1, 2026, were be presented at City Council's regular meeting on April 9, 2026 followed by a public hearing. The public hearing was properly advertised on March 25 and April 1, 2026.

Attachments:

Attachment 1 - Proposed FY 2027 Water User Fee Ordinance
Attachment 2 - Proposed FY 2027 Sewer Use Fee Ordinance
Attachment 3 - Proposed FY 2027 Refuse Use Fee Ordinance
Attachment 4 - Proposed FY 2027 Landfill Fee Ordinance

City Manager's Recommendation: Recommend Council adopt the ordinances as presented.

Suggested Motion: I move that Council adopt an ordinance amending water user fee rates, sewer user fee rates, refuse fee rates, and landfill rates effective July 1, 2026, as presented.

City Manager: Leslie Beauregard

Ordinance No. 2026 - ______

AN ORDINANCE
AMENDING, RESTATING AND REORDAINING
SECTION 13.20.020, RATES GENERALLY,
OF CHAPTER 13.20, USE CHARGES,
OF TITLE 13, ENVIRONMENT,
OF THE STAUNTON CITY CODE

BE IT ORDAINED by the Council of the City of Staunton, Virginia, that Section 13.20.020 of the Staunton City Code is hereby amended to read as follows:

13.20.020 Rates generally.
(1) Except as hereinafter set forth, for the use of water through a connection with meter attachment, the rate and method of assessment shall be according to meter measurement, as follows:

The user fee shall be $4.28 per 100 cubic feet of metered water entering the premises.

(2) There shall be paid each two months, as prescribed, by each regular user of city water a minimum charge per two months of $21.40.

(3) For a fractional part of a two-month period, a bill will be rendered for the actual consumption of water, as indicated by the meter. Where deemed necessary by the chief finance officer, rates may be computed on a monthly basis equal to one-half of the above rates.

(4) The rate at which water will be sold outside the corporate limits of the city shall be one and one-half times the rate at which water is sold inside the corporate limits, with the exception of any contracts in effect specifying a different rate.

(5) The bulk water rate to miscellaneous water customers will be $11.00 per 750 gallons of water purchased.

(6) There shall be paid a minimum charge of $22.00 for bulk water purchases during the month of less than 1,500 gallons for the month.

In all other respects, the provisions of Chapter 13.20 of the Staunton City Code remain the same and are hereby restated, confirmed and reordained.

Effective: July 1, 2026

____
Michele D. Edwards, Mayor

ATTEST:_______________________
John C. Blair, II
Clerk of Council

Attachment

DRAFT 03.31.26

Ordinance No. 2026 - __

AN ORDINANCE AMENDING STAUNTON CITY CODE SECTION 13.45.030-AMOUNT.

Recitals

A. The Council of the City of Staunton, Virginia is authorized to implement sewer charges pursuant to Virginia Code Section 15.2-2119.

B. The City's Chief Financial Officer is recommending increases in sewer rates to stabilize the Sewer Fund.

C. This matter has been properly heard and considered.

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that Section 13.45.030 of Chapter 13.45 Sewer User Fee, of Title 13, Environment, of the Staunton City Code is hereby amended as follows:

Chapter 13.45
SEWER USER FEE

…

13.45.030 Amount.

(1) The user fee shall be $6.00 per each 100 cubic feet of metered water entering the premises. The owner of any premises may, at his option and expense, install a separate meter designed to measure the wastewater actually entering the city system of sanitary sewers. Subject to the inspection and approval of the separate meter by the city, the rate of $5.60 per 100 cubic feet will be applied to the metered flow of wastewater into the sewer system. There shall be paid each two months, as prescribed, by each user of the city sewer system a minimum charge per two months of $30.00.

(2) Users of the city sewer system within the corporate limits of the city who do not have city water service shall be charged a flat rate of $60.00 each two months, with the exception of any existing contracts in effect specifying a different rate.

(3) The rate at which wastewater disposal services will be provided outside the corporate limits of the city shall be one and one-half the regular city rate, with the exception of any existing contracts in effect specifying a different rate.

(4) No sewer user fee will be charged for metered water supplies through an outside and separate water service which has been installed at the owner's expense for the exclusive

use of construction, lawn irrigation, and plant watering, and from which water cannot be reasonably expected to enter the sanitary sewer system. Refer to SCC 13.15.040(3).

(5) No sewer user fee will be charged for a portion of metered water entering the premises under the following conditions:

(a) Whenever the owner or occupant of a lot or premises is installing a new lawn or a new landscaping scheme upon the lot or premises and watering of the same is necessary for the initial gestation and growth of the same, the owner or occupant may obtain relief from the sewer user fee under the following conditions:

(i) The project must be the establishment of a new lawn of at least 1,800 square feet, the cost of which exceeds $1,500; or

(ii) The complete renovation of a previously established lawn of at least 1,800 square feet, the cost of which exceeds $1,500; or

(iii) A new landscaping plan or a renovation of an existing landscaping plan, the cost of which exceeds $2,000.

(b) An owner or occupant seeking relief under this section shall make application therefor at the water billing department of the city of Staunton and present to the water billing department such evidence, including receipts for seeding, plantings, etc., as requested by the water billing department to determine whether or not the applicant qualifies for relief. Upon approval by the water billing department of the request, the water used during the time concerned, to the extent that it exceeds the average amount of water used by the premises for the immediate past 12 months (or such lesser period of time that the premises were used or occupied), shall not be used in computing the sewer user fee set forth herein. In the event there is no past history available with regard to water usage for the subject premises, the water billing department shall determine an average water bill for the subject premises based on estimations for similarly sized dwellings or buildings in making its computations hereunder.

(c) No such relief shall be issued for the watering of vegetable gardens or for any other use except as set forth herein, and the relief granted hereunder shall be granted only for a period of time not to exceed 60 days and such relief shall not be granted with respect to the same premises more than once in each calendar year.

(6) For any premises used exclusively as an industrial laundry for which it is impractical to separately measure the wastewater by meter, as determined by the city manager or designee, the user fee charge for an account shall be reduced by credit equal to 15 percent of the charge otherwise applicable. For purposes solely of this provision, an “industrial laundry” shall mean an establishment engaged on a non-retail contract basis in operating a mechanical laundry, with steam as a significant processing byproduct, for cleaning by washing with water various clothing, fabrics, and other similar items, when during a

bimonthly billing period metered water on the premises for the particular account exceeds 1,000 hundred cubic feet.

(7) Upon prior written request and certification submitted by the owner to the city's finance department, for a period of 90 days after connection of service or until the issuance of a certificate of occupancy, whichever is earlier, no sewer user fee shall be charged as to any premises on which a new dwelling is being constructed on an unimproved lot.

(8.) The owner of a pool may be eligible for a pool adjustment credit to their sewer user fee pursuant to the following conditions:

(a.) An owner of an in-ground pool shall receive a sewer user fee adjustment if documentation satisfactory to the Chief Financial Officer is presented that the pool is newly constructed and needed to be filled with water or if pool repairs required the pool to be emptied of water and filled again.

The amount of the adjustment will be a reduction in the sewer user fee to the average sewer usage fee of the preceding six billing periods on the account that includes the pool.

(b.) An owner of an above-ground pool shall receive a sewer user fee adjustment if documentation satisfactory to the Chief Financial Officer is presented that the pool is newly constructed and needed to be filled with water, if pool repairs required the pool to be emptied of water and filled again, or if the pool needed to be emptied onto the ground and the process of emptying the pool did not use a drain system.

The amount of the adjustment will be a reduction in the sewer user fee to the average sewer usage fee of the preceding six billing periods on the account that includes the pool.

The pool adjustment credit will not be available for partial fills of in-ground or above-ground pools nor will it be available for the filling of hot tubs or jacuzzis.

The pool adjustment credit will not be available for a fill of in-ground or above-ground pools of less than five thousand (5,000) gallons.

The Chief Financial Officer is authorized to establish policies and procedures to administer the pool adjustment credit.

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

Introduced:
Adopted:
Effective Date: July 1, 2026

____
Michele D. Edwards, Mayor

ATTEST:_________________________________
John C. Blair,
Acting Clerk of Council

Ordinance No. 2026 - __

AN ORDINANCE AMENDING STAUNTON CITY CODE SECTION 8.30.110-FEES-PRESCRIBED.

Recitals

A. The Council of the City of Staunton, Virginia is authorized to establish solid waste fees for the collection of solid waste pursuant to Virginia Code Section 15.2-928.

B. The Chief Financial Officer is recommending an increase in solid waste fees in order to stabilize the City's Environmental Proprietary Fund.

C. This matter has been properly heard and considered.

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that Section 8.30.110 of Chapter 8.30 Solid Waste, of Title 8, Health and Safety, of the Staunton City Code is hereby amended as follows:

Chapter 8.30
SOLID WASTE

…

8.30.110 Fees – Prescribed.
(1) Residential. For a mandatory fee of $ 27.50 per month for each single-family unit (to include each unit in a multifamily structure), the city shall provide one weekly pickup of refuse from each residential unit in the city, whether inside or outside the central business district, the basis of computation of the fee being a single-family unit. The fee for refuse collection service for all other than single-family units shall be in an amount adequate to cover all costs to the city for such service, such amount to be established by the director of public works as part of the city's solid waste policy, with the approval of the city manager, but such fee shall not be less than $ 27.50 per month per unit.

(2) Light Commercial. The mandatory fee for refuse collection service to light commercial customers, whether inside or outside the central business district, shall be $ 62.44per month. The light commercial designation shall apply to those customers which place the equivalent of four or fewer bags/containers of refuse at the curb for collection.

(3) Heavy Commercial. The mandatory fee for refuse collection service to heavy commercial customers within the central business district shall be $ 167.84and $ 132.10 for those outside the central business district. The heavy commercial designation shall apply to those customers which place the equivalent of five or more bags/containers at the curb for collection. All full-time restaurants shall be deemed heavy commercial customers.

(4) Special Unscheduled Pickup. When refuse is stored or placed curbside in a manner not otherwise in accordance with the city's solid waste policy, it shall be deemed a request for a special unscheduled pickup and a crew may be dispatched to collect the refuse. The fee for pickup shall be in an amount adequate to cover all costs to the city for such service, such amount to be established by the director of public works as part of the city's solid waste policy, with approval of the city manager, but such fee shall not be less than $ 138.32 and shall be charged to the property owner or tenant.

(5) Collection Outside City Limits. The fee for refuse collection service rendered outside of the city limits shall be in an amount equal to 200 percent of the fee charged for such service in the city limits.

(6) Exemption, Deferral, Modification or Waiver of Fee.

(a) By ordinance, persons may be exempted, deferred, or charged a lesser amount from paying any charges and fees authorized for the collection and disposal of garbage and refuse only if based on the income criteria, as provided by Section 58.1-3211 of the Code of Virginia.

(b) The director of public works may waive all or part of the fees for any multifamily structure or commercial customer if contractual arrangements are made and maintained by that customer for adequate containerized service as determined satisfactory by the director of public works.

(c)_The Chief Financial Officer may waive this fee for any multifamily residential structure if it is determined that the structure is vacant and that the only water usage of the structure is to operate a hydronic heating system. The Chief Financial Officer may establish policies and procedures to administer this waiver.

In all other respects, the provisions of Title 8, Health and Safety, of the Staunton City Code remain the same and are hereby restated, confirmed and reordained.

Introduced:
Adopted:
Effective Date: July 1, 2026

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Michele D. Edwards, Mayor

ATTEST:___________________________________

John C. Blair,
Acting Clerk of Council

Ordinance No. 2026 -

AN ORDINANCE AMENDING, RESTATING AND REORDAINING SECTION 8.30.060, SERVICE CHARGES FOR USE OF SANITARY LANDFILL OF CHAPTER 8.30, SOLID WASTE, OF TITLE 8, HEALTH AND SAFETY OF THE CODE OF THE CITY OF STAUNTON, VIRGINIA, TO INCREASE AND MODIFY FEES FOR DISPOSAL OF VARIOUS WASTE AND OTHER REFUSE MATERIALS AT THE JOINTLY-OWNED AUGUSTA REGIONAL LANDFILL

WHEREAS, Virginia Code § 15.2-928, in part, authorizes the City of Staunton, Virginia, to provide and operate, within or outside its boundaries, solid waste management facilities and appurtenances for the collection, management, recycling and disposal of solid waste, recyclable materials, and other refuse of the residents and businesses of the locality and to charge and collect compensation for such services;

WHEREAS, by its enactment of § 8.30.060 of the Code of the City of Staunton, Virginia, which establishes fees for the use of the Augusta Regional Landfill, operated for the benefit of the City of Staunton, the County of Augusta, and the City of Waynesboro, Virginia, the Council of the City of Staunton, Virginia has previously exercised such authority; and

WHEREAS, it is in the best interest of the City of Staunton to modify selective fees imposed by the city for the disposal of various waste and other refuse materials at the Augusta Regional Landfill, just as expected to be done by the other two localities.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that Section 8.30.060 of the Code of the City of Staunton, Virginia, be, and hereby is, amended, to read as follows:

8.30.060 Service charges for use of sanitary landfill.

(1) There are hereby imposed charges for disposal of solid waste at any landfill owned or operated by or for the city in accordance with the following schedule:

Passenger tires... $ 5.00 per tire.
Passenger tires, on a rim .... $ 8.00 per tire.
Truck tires .... $15.00 per tire.
Heavy equipment-tractor tires:
    agriculture use .... $15.00 per tire.
    by the ton.. $250.00 per ton.
Yard waste .... $ 50.00 per ton.
Commercial or industrial waste .... $65.00 per ton.
Construction demolition debris................................. $65.00 per ton.

Residential waste,
privately hauled by passenger car or pickup truck................No charge.
Mulch and wood chips.. $20.00 per ton.
Clean fill dirt...No charge.
Freon Bearing Appliance:………………………………...………$15.00.

This ordinance shall become effective July 1, 2026.

In all other respects, the provisions of Chapter 8.30 of the Staunton City Code remain the same and are hereby restated, confirmed and reordained.

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Michele D. Edwards, Mayor

ATTEST: ________________________________

John C. Blair, II,
Clerk of Council

CITY COUNCIL **AGENDA BRIEFING**

Staunton, Virginia

Meeting Date:	**April 23, 2026**	**Leslie Beauregard** **City Manager** **Jessie Moyers** **Chief Finance Officer**
Item #	**E**	
Department:	**City Manager's Office** **Finance**	
Alignment with Staunton Plan (Value/Strategic Area):	**Value: Excellence** **Strategic Area: An Informed and Engaged Community**	
Subject:	**Consideration of an Ordinance to Establish a Budget for Fiscal Year 2027, July 1, 2026—June 30, 2027, totaling $168,670,911 and for the Capital Improvements Plan FY 2027—FY 2031**	

Background: The City Manager presented the Fiscal Year (FY) 2027 budget at the March 26, 2026 Council meeting. There are no proposed tax rate increases for the real estate tax rate nor the personal property tax rate.

Since the initial budget presentation, modifications have been made to the General Fund budget in the amount of $150,000. The current updated proposed FY2027 General Fund Budget is $83,470,150. The modifications to the proposed budget include:

Additional Revenues of $150,000
$100,000 – Increase in Interest Income
$50,000 – Use of Fund Balance

Additional Expenditures of $150,000
$216,270 – VRS Retirement Benefits (Increasing the Hazardous Duty Multiplier to 1.85%)
($66,270) – Operating Expenditure Reductions

The public hearing for the budget was advertised on March 25, 2026 and April 1, 2026 in *The News Leader* and conducted at the April 9, 2026 Council meeting.

Council held budget discussions on the proposed budget on April 9 for the City and School Division Proposed Budgets.

The attached, FY2027 Budget Ordinance is presented for consideration at the April 23, 2026 meeting and is based upon the City Manager's Proposed Budget with modifications mentioned earlier.

The FY2027 Budget Ordinance Based upon the City Manager's Proposed Budget:

- Totals $168,670,911 (City Budget = $113,473,329 and School Budget = $55,197,582).

- Provides $20,366,404 in local funding to Staunton City Schools, an increase of $1,461,942 over FY2026's Adopted Budget.

- Provides $6,557,900 for all annual debt service payments for all funds.

- Provides $1,518,813 as a transfer to the City Capital Improvement Fund.

- Maintains the real estate tax to $0.91/$100, effective January 1, 2026.

- Maintains the current personal property tax rate at $2.90, effective January 1, 2026.

- Maintains the current machinery and tools tax rate at $1.24.

- Unfreezes one full-time position in Sewer Lines in the Sewer fund.

- Unfreezes two full-time positions in Water Distribution in the Water fund.

- Provides $1,388,853 in funding to outside agencies, an increase of $94,669.

- Provides $7,709,407 in funding for capital projects for all funds.

In addition, in the FY2027 budget there is a proposed increase in the excise tax on the sale of cigarettes to $.40 per pack from the current $.30 per pack. This results in an estimated additional revenue of $90,000, of which $15,000 will fund a pilot programs and education geared to reducing refuse and increase recycling.

FY2027-2031 Capital Improvement Plan

- An overview of the plan was presented to the Planning Commission on January 15, 2026. A public hearing, consideration, and approval of the plan occurred at its February 19, 2026. The plan was approved on a unanimous vote.

- The FY2027-2031 Capital Improvement Plan was present to the School Board on January 12, 2026 and adopted by the School Board on February 9, 2026.

- The plan was introduced to City Council on February 26, 2026, with a subsequent work session on April 9. Final consideration of the plan is scheduled for City Council's meeting on April 23, 2026.

- The scheduled FY027-2031 Capital Improvement Plan totals $90,612,236 for all city and school funds.

Attachments:

Attachment 1 - FY 2027 Budget Ordinance
Attachment 2 - Ordinance for Cigarette Tax

City Manager's Recommendation: Recommend City Council adopt the FY2027 Budget Ordinance establishing a budget totaling $168,670,911, and adoption of the FY2027-2031 Capital Improvement Plan.

Suggested Motion: I move to adopt the proposed ordinance as presented establishing and approving a budget for the City of Staunton for fiscal year 2027, totaling $168,670,911, and fixing other tax rates and fees as proposed, advertised and considered for public hearing, and adopt the FY2027-2031 Capital Improvement Plan, as presented.

City Manager: Leslie Beauregard

Attachment 1

Ordinance No. 2026-

AN ORDINANCE ESTABLISHING A BUDGET FOR THE CITY OF STAUNTON, VIRGINIA, FOR THE FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027, 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 **$168,670,911** for the City of Staunton, Virginia for the fiscal year beginning July 1, 2026 and ending June 30, 2027 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, 2026, and ending June 30, 2027, 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, 2026, 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, 2026, which shall be and is fixed at $0.15 (fifteen cents) per $100.00 of assessed value of such property for calendar year 2026. 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, 2026, 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, 2026 shall be and is fixed at $1.24 per $100.00 of assessed value per year.

SECTION 5. For the period of July 1, 2026, through June 30, 2027, 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 2026 calendar year. The service charge shall be and is payable in one installment on December 15, 2026. 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.

his ordinance shall be effective ___________________, 2026.

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Michele D. Edwards, Mayor

ATTEST: _________________________
John C. Blair
Clerk of Council

Ordinance No. 2026-

CITY OF STAUNTON, VIRGINIA
FY 2027 ADOPTED BUDGET

GENERAL FUND

ANTICIPATED REVENUE		BUDGET
General Property Taxes	$	40,371,764
Other Local Taxes	$	21,414,000
Commonwealth of Virginia	$	15,996,830
Current Service Charges	$	2,481,202
Federal Revenue	$	1,165,312
Recovered Costs	$	584,500
Licenses and Permits	$	244,000
Use of Money and Property	$	765,000
Fines and Forfeitures	$	180,500
Miscellaneous	$	267,042
Total Revenue	$	83,470,150

APPROPRIATIONS		
Transfer to Education Fund	$	20,366,404
Public Safety	$	17,580,234
Health and Welfare	$	9,122,676
Public Works	$	8,959,499
General Government Administration	$	8,579,031
Transfer to Debt Service Sinking Fund	$	5,676,903
Parks, Recreation, Library, and Cultural	$	4,710,098
Judicial Administration	$	4,028,988
Community Development	$	3,212,504
Transfer to the City CIP Fund	$	1,518,813
Nondepartmental	$	(285,000)
Total Appropriations	$	83,470,150

DEBT SERVICE SINKING FUND

ANTICIPATED REVENUE		
Transfer from the General Fund	$	5,676,903
General Revenues	$	880,997
Total Revenue	$	6,557,900

APPROPRIATIONS		
Debt	$	6,557,900
Total Appropriations	$	6,557,900

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	$	1,370,964
Miscellaneous		207,373
Charges for Services		115,000
Total Revenue	$	1,693,337

APPROPRIATIONS		
Operations	$	1,693,337
Total Appropriations	$	1,693,337

WATER FUND

ANTICIPATED REVENUE		
Charges for Service	$	5,109,174
General Revenues		3,228,996
Total Revenue	$	8,338,170
APPROPRIATIONS		
Operations	$	4,153,637
Debt		944,533
Capital		3,240,000
Total Appropriations	$	8,338,170

SEWER FUND

ANTICIPATED REVENUE		
Charges for Services	$	4,719,878
General Revenues		644,519
Total Revenue	$	5,364,397
APPROPRIATIONS		
Operations	$	3,298,028
Debt		868,345
Capital		1,198,024
Total Appropriations	$	5,364,397

PARKING FUND

ANTICIPATED REVENUE		
Charges for Services	$	134,000
General Revenues		272,694
Total Revenue	$	406,694
APPROPRIATIONS		
Operations	$	227,231
Debt		179,463
Total Appropriations	$	406,694

STORMWATER FUND

ANTICIPATED REVENUE		
Charges for Services	$	1,316,000
General Revenues		75,000
Total Revenue	$	1,391,000
APPROPRIATIONS		
Operations	$	1,100,803
Capital		290,197
Total Appropriations	$	1,391,000

ENVIRONMENTAL FUND

ANTICIPATED REVENUE		
Charges for Services	$	4,352,682
General Revenues		370,186
Non Capital Grants/ Contributions		10,000
Total Revenue	$	4,732,868
APPROPRIATIONS		
Operations	$	3,470,495
Capital		1,262,373
Total Appropriations	$	4,732,868

EDUCATION FUND

ANTICIPATED REVENUE		
Commonwealth of Virginia	$	26,691,460
Transfer from the General Fund		20,366,404
Federal Government		2,088,065
Charges for Services		10,000
General Revenues		88,000
Total Revenue	$	49,243,929
APPROPRIATIONS		
Administration and Operation of Schools	$	49,243,929
Total Appropriations	$	49,243,929

CAFETERIA FUND

ANTICIPATED REVENUE

Operating Grants	$	1,781,715
Charges for Service		42,100
General Revenues		287,721
Total Revenue	$	2,111,536

APPROPRIATIONS

Operations	$	2,111,536
Total Appropriations	$	2,111,536

SCHOOL TEXTBOOK FUND

ANTICIPATED REVENUE

Commonwealth of Virginia	$	242,025
General Revenues		161,283
Total Revenue	$	403,308

APPROPRIATIONS

Operations	$	403,308
Total Appropriations	$	403,308

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	$	3,238,809
Total Revenue	$	3,238,809

APPROPRIATIONS

Operations	$	3,238,809
Total Appropriations	$	3,238,809

Grand Total Revenues	**$**	**168,670,911**
Grand Total Expenditures	**$**	**168,670,911**
Balance		**$0**

Approved this 23rd day of April 2026

Effective Date: July 1, 2026

ATTEST:_________________________
John C. Blair
Clerk of Council

CERTIFIED:___________________________
Michele D. Edwards
Mayor of Council

Attachment

Ordinance No. 2026 -

AN ORDINANCE AMENDING, RESTATING AND REORDAINING SECTION 3.75.030, LEVIED – AMOUNT – TAX ADDITIONAL TO OTHER TAXES OF CHAPTER 3.75, CIGARETTE TAX, OF TITLE 3, REVENUE AND FINANCE

WHEREAS, the City of Staunton already imposes a tax on cigarettes to provide revenue for the general fund;

WHEREAS, the Council of the City of Staunton has determined, so as to provide further financial support to City programs and operations, to increase the tax on cigarettes, effective July 1, 2026;

WHEREAS, this matter has been properly advertised, heard and considered; and

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Staunton, Virginia, that Section 3.75.030 of the Staunton City Code be, and the same is hereby amended, restated and reordained to read as follows:

3.75.030 Levied – Amount – Tax additional to other taxes.

In addition to all other taxes of every kind now or hereafter imposed by law, there is hereby levied and imposed by the city an excise tax on the sale of cigarettes equivalent to $0.40 on each package containing 25 or fewer cigarettes. The tax shall be paid by the seller, if not previously paid, and collected in the manner and at the time provided for in this chapter; provided, that the tax payable for each package of cigarettes sold within the city shall be paid but once. The tax hereby levied shall not apply to free distribution of sample cigarettes in packages containing five or fewer cigarettes.

In all other respects, the provisions of 3.75.030, Levied – Amount – Tax additional to other taxes, of Chapter 3.75, Cigarette Tax, of Title 3, Revenue and Finance of the Staunton City Code remain the same and are hereby restated, confirmed and reordained.

Signatures Follow On Next Page

Introduced:
Adopted:
Effective Date: July 1, 2026

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Michele D. Edwards, Mayor

ATTEST:____________________________
John C. Blair, II
Clerk of Council