



CITY OF BUENA VISTA COUNCIL AGENDA

REGULAR MEETING, PUBLIC HEARING, & EXECUTIVE SESSION

OCTOBER 1, 2026 | 6:00 PM

Council Chambers – 2039 Sycamore Avenue

ADG #1: CALL TO ORDER, PLEDGE OF ALLEGIANCE, & PRAYER

ADG #2: APPROVAL OF THE AGENDA

ADG #3: BUENA VISTA CITY COUNCIL PUBLIC HEARING

Pursuant to Code of Virginia Section 15.2-1800, the Buena Vista City Council will receive public comment on the following matter:

First Amendment to Lease, 5.104 acres to Advanced Drainage Systems. This amendment would extend the end date of the lease from 2036 to 2046.

ADG #4: APPROVAL OF MINUTES FROM THE SEPTEMBER 17, 2026 REGULAR COUNCIL MEETING & EXECUTIVE SESSION

ADG #5: RECOGNITION/COMMUNICATION FROM VISITORS

Citizens who desire to speak to council regarding items **NOT listed** on the agenda will be recognized at this time. Please limit your statement to three (3) minutes.

ADG #6: REPORTS:

1. Mayor
2. City Manager
3. City Attorney
4. Council Committees/Members
5. Department Heads
6. Invited Community Organizations

ADG #7: PRESENTATIONS TO CITY COUNCIL & THE PUBLIC

None.

ADG #8: CONSIDER APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

None.

OLD BUSINESS

NONE

NEW BUSINESS

ADG #9: RECOGNITION/COMMUNICATION FROM VISITORS

Citizens who desire to speak to council regarding items **listed under New Business** on the agenda will be recognized at this time. Please limit your statement to three (3) minutes.

- NB #1:** **CONSIDERATION OF AN APPROPRIATION RESOLUTION**
- NB #2:** **CONSIDERATION OF ADVANCED DRAINAGE SYSTEMS LEASE AMENDMENT**
- NB #3:** **CONSIDERATION OF COMMUNITY GARDEN MOU**
- NB #4:** **DISCUSSION OF GREEN HILL CEMETERY FEE STRUCTURE**

EXECUTIVE SESSION

According to Section 2.2-3711(A)(1) of the 1950 Code of Virginia, as amended, for the purpose of discussing the interaction of City Council members with City employees appointed by, or through, the City Manager.

REGULAR SESSION

- ADG #10:** **CERTIFICATION OF EXECUTIVE SESSION**

ADJOURNMENT

UPCOMING MEETINGS

- October 13 | 7:00 PM – Planning Commission
- October 14 | 6:00 PM – GMP-OS Committee
 - October 15 | 6:00 PM – City Council

UPCOMING EVENTS

- Every Monday | 6:30 PM – Line Dancing @ The American Legion
- Every Friday | 3:00 PM – Farmers Market @ Magnolia Square
 - Every Friday | 6:00 PM – Friday Events @ Straws
- October 2 | 6:00 PM – Bluegrass Downtown Jam @ Magnolia Square
- October 3 | 2:00 PM – Family Game Day @ The American Legion
- October 6 | 7:00 PM – Word Bridge Wright Night @ Leaf & Lore
- October 9 | 7:00 PM – Mountain Day Eve Presentation & Film @ Magnolia Square
 - October 10 | 8:00 AM – Flea Market @ The American Legion
 - October 10 | 10:00 AM – Mountain Day Festival
 - October 10 | 11:00 AM – BBQ Chicken Cooking @ BVFD
- October 10 | 6:30 PM – Mountain Day Film Night @ Magnolia Square
- October 11 | 2:00 PM – Downtown Mountain Day Gospel Sing

**CITY OF BUENA VISTA CITY COUNCIL****REGULAR COUNCIL MEETING & EXECUTIVE SESSION**

September 17, 2026 | 6:00 PM

Council Chambers – 2039 Sycamore Avenue

The Buena Vista City Council met for a Regular Council Meeting and Executive Session on Thursday, September 17, 2026, at 6:00 p.m.

Members Present:

Vice-Mayor Danny Staton

Amy Gilliam

Michelle Poluikis

William Kerr

Stephanie Noel-Branch

Ronald Cash

Members Absent:

Mayor Jesse Lineberry

ADG #1: CALL TO ORDER, PLEDGE OF ALLEGIANCE, & PRAYER

Vice-Mayor Staton called the meeting to order at 6:00 p.m., and Councilmember Kerr delivered the opening prayer.

ADG #2: APPROVAL OF THE AGENDA

Councilmember Noel-Branch moved to approve the agenda, and Councilmember Poluikis seconded the motion. The motion carried.

ADG #3: APPROVAL OF MINUTES FROM THE SEPTEMBER 3, 2026, REGULAR COUNCIL MEETING, PUBLIC HEARING, & EXECUTIVE SESSION

Councilmember Kerr moved to approve the minutes, Councilmember Gilliam seconded, and the motion carried.

ADG #4: RECOGNITION/COMMUNICATION FROM VISITORS – NON-AGENDA ITEMS

- Avery Brinton, 1 University Hill Drive, is a Southern Virginia University student studying music and psychology. She shared her appreciation for living in Buena Vista and expressed her desire to become more involved in the community, better understand the City, and find ways to contribute. Ms. Brinton thanked Council for their service and leadership and expressed her appreciation for work being done on behalf of the community.
- Dylan Williams, 1 University Hill Drive, is a senior political science major at SVU. He expressed his appreciation for living in Buena Vista and said that his experience in the community during the past two years has been very positive.
- Kristie Gibbons, 2075 Maple Avenue, assistant to SVU President Aaron Hale, invited Council and the community to an October 24 event at 7:00 p.m. honoring Jane Armstrong through the establishment of a scholarship benefiting local Buena Vista and Rockbridge-area students attending SVU. The event will include light refreshments and campus tours, with the goal of encouraging more local students to attend SVU.
- Lily McBride, 1 University Hill Drive, SVU student body vice president for campus engagement, spoke on behalf of the University's student government. She reported that student government is seeking additional opportunities to give back to and serve the Buena Vista community and plans to have student representatives regularly attend City Council meeting. Ms. McBride also described her positive

experience living in Buena Vista since 2022 and her involvement as the musical theatre choreographer at PMHS, which has allowed her to build relationships with local families and youth.

ADG #5: REPORTS:

1. Mayor

None.

2. City Manager

Ms. Onaitis provided an update on recent City activities and initiatives. She reported continued engagement with SVU, including an upcoming meeting with President Aaron Hale, as well as meetings with citizens regarding stormwater concerns and support for Glen Maury Park. She also noted her plans to attend National Night Out at Maury River Middle School. Executive team meetings are now being held biweekly on Thursdays when Council does not meet to improve communication and coordination among department heads. Council's strategic planning retreat is scheduled for October 17 from 10:00 a.m. to 2:00 p.m. at the BRITE Transit Facility in Fishersville, with a second session tentatively planned for November.

Regarding process improvements, she reported ongoing challenges with the new financial system, particularly the water billing interface. Staff is continuing manual meter readings while an improved interface is developed, and citizens remain within a 45-day grace period to report unusual bills for review and potential adjustments. Standardized credit card purchasing and requisition procedures have been implemented. GIS improvements are also underway, including development of a publicly accessible parcel layer. Staff is additionally developing a process to prioritize derelict, abandoned, and fire-damaged properties for condemnation and demolition.

In operations, Public Works crews have continued work on curbing, storm-related brush removal, water meter checks, and repairs related to the ballfield water system, including a collapsed pipe and hydrant issues. The Public Works Director will attend VDOT's locally administered projects training to increase the City's capacity for project management and provide additional staff redundancy. The City will submit its first DEQ report under the wastewater consent order and is prioritizing water and sewer plant maintenance and capital projects in connection with the City's congressionally directed funding and DEQ commitments. The City is also engaging AECOM to inspect bridges and culverts, with inspections due to VDOT in February. Staff is evaluating long-term paving needs, including Longhollow Road and the 12th and Cherry corridor, for potential inclusion in future budgets and VDOT funding applications.

Ms. Onaitis reported progress at Magnolia Square, including repairs to the concrete seat wall and Christmas tree pipe cover, with completion of the donor wall anticipated in the fall. An indoor air quality study has been initiated for City buildings, beginning with City Hall. Economic and Community Development efforts include finalizing the community garden MOU, advancing the DHCD wayfinding project, launching the City's economic development business plan, meeting with prospective investors, and continuing regional economic development and tourism partnerships.

She also reported upcoming meetings with the Superintendent and the City's financial advisors regarding school funding scenarios and noted that staff is considering an informational community conversation regarding the proposed 1% sales tax referendum. She further reported that staff had attended a webinar regarding Virginia's emerging cannabis marketplace and that the new state legislation will require Council to consider related actions in the coming months.

3. City Clerk

Ms. Burch announced that City Council will host a "Meet Your Manager" open house on Thursday, October 1, from 5:00 to 6:00 p.m., immediately prior to the regular Council meeting. The event will

provide residents and community members an opportunity to meet City Manager Krystal Onaitis, introduce themselves, and visit with her informally. Light refreshments will be provided.

4. City Attorney

None.

5. Council Committees/Members

Mr. Cash reported that he has been actively participating in planning for the upcoming Mountain Days Festival. He highlighted the expanded children's activities planned for the event, including games, competitions, a petting zoo, pony rides, and prizes, and encouraged Council members to volunteer and participate in activities for children and families.

Mr. Staton reported that he and Mrs. Noel-Branch are working on the Magnolia Square Christmas celebration and hope to create a community-decorated Christmas tree with community participation.

6. Department Heads/Constitutional Officers/Court Clerks

None.

7. Invited Community Organizations

Jen Carpenter – Main Street Buena Vista

Mrs. Carpenter reported that the City's downtown walking tour was highlighted in the Virginia Main Street blog. She also announced that MSBV and Main Street Lexington have been invited to participate on a panel at the Governor's Summit of Rural Prosperity at the Virginia Horse Center on October 14-15 and will assist with downtown walking tours for approximately 200 attendees. She encouraged community members to volunteer for Mountain Days through the event's online volunteer registration.

She also announced two October 2 ribbon cuttings: Vinyl Cuts, celebrating its 10th anniversary, and Baker Box, a bakery operating from a trailer. She noted that invitations and additional information would be coming soon.

ADG #6: PRESENTATIONS TO CITY COUNCIL & THE PUBLIC

None.

ADG #7 CONSIDER APPOINTMENTS TO BOARDS, COMMISSIONS, & COMMITTEES

None.

OLD BUSINESS

OB #1: SECOND READING OF AN ORDINANCE FOR A CONDITIONAL USE PERMIT IN THE 600 BLOCK OF MAGNOLIA AVENUE

There being no changes to the text of the ordinance, Councilmember Noel-Branch moved to read by title only. Councilmember Cash seconded the motion, and it carried.

Ms. Burch read the ordinance by title.

Councilmember Cash moved to approve the ordinance, and Councilmember Poluikis seconded the motion. Ms. Burch then conducted a roll-call vote of Council as follows:

Member	Present	Absent	Yes	No	Abstain
Mrs. Poluikis	X		X		

Mrs. Gilliam	X		X		
Mr. Kerr	X		X		
Mrs. Noel-Branch	X		X		
Mr. Cash	X		X		
Vice-Mayor Staton	X		X		
Mayor Lineberry		X			

The following ordinance was **approved** unanimously.

Conditional Use Permit

600 Block Magnolia Avenue, Tax Maps 47-1-1-27-1, 47-1-E---A, and 47-1-1-27-6 through 10

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BUENA VISTA, VIRGINIA, that after a duly called public hearing, in accordance with the general welfare of the citizens of Buena Vista and in accordance with good zoning practices, pursuant to Section 603.03-8 and 630.01-3 of the Land Development Regulations, a Conditional Use Permit shall be issued for construction of two two-family dwellings on the property, and the front setback requirement for the said two-family dwellings shall be reduced to ten feet, at the property known as the 600 block of Magnolia Avenue, Tax Maps 47-1-1-27-1, 47-1-E---A, and 47-1-1-27-6 through 10. This shall be in accordance with the staff report and site plan attached hereto as "Exhibit A".

This ordinance shall be effective 30 days following adoption by City Council.

Daniel L. Staton, Vice-Mayor

Attest:

Sarah M. Burch, Clerk of Council

Date of Adoption

NEW BUSINESS

None.

EXECUTIVE SESSION

According to Section 2.2-3711 (A)(8) of the 1950 Code of Virginia, as amended, for the purpose of discussing the behavior of an employee and to discuss the alignment and assignment of duties for employees.

On motion by Councilmember Kerr, seconded by Councilmember Gilliam, and carried unanimously, City Council convened in an Executive Session at 6:29 p.m.

REGULAR SESSION

ADG #8: CERTIFICATION OF EXECUTIVE SESSION

On motion by Councilmember Noel-Branch, seconded by Councilmember Kerr, and carried by Council, City Council reconvened in Regular Session at 6:55 p.m. and adopted the following certification:

Certification of Executive Meeting

WHEREAS the Buena Vista City Council has convened in an Executive Meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Freedom of Information Act; and

WHEREAS Section 2.1-344.1 of the Code of Virginia requires a certification by the Buena Vista City Council that such Executive Meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED, that the Buena Vista City Council hereby certifies to the best of each member's knowledge that: (1) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the Executive Meeting to which this certification resolution applies; and (2) only such public business matters as were identified in the motion convening the Executive Meeting were heard, discussed, or considered by the Buena Vista City Council.

VOTE:

Councilmember Poluikis ✓

Councilmember Gilliam ✓

Councilmember Kerr ✓

Councilmember Noel-Branch ✓

Councilmember Cash ✓

Vice-Mayor Staton ✓

Mayor Lineberry *absent*

AYES – 6

NAYS – 0

Members absent during vote: Mayor Lineberry

Members absent during meeting: Mayor Lineberry

Sarah M. Burch, Clerk of Council

ADJOURNMENT

With no further business, the meeting adjourned at 6:57 p.m.

Sarah M. Burch, Clerk of Council

Daniel L. Staton, Vice-Mayor

Agenda Item: Consideration of an Appropriation Resolution

Overview: 1. The Virginia Department of Fire Programs released their FY 2027 Fire Program allocation list on July 1, 2026 (see link below). We are passing through the grant amount received on September 18, 2026 (\$40,099) to the BVFD. The program funding is \$3,134 higher than budgeted (see FY 2027 revenue line 10.0024.31850 and expenditure line 10.3202.60010). There is no local funding match with this grant program.

<https://www.vdfp.virginia.gov/media/vdfp/site-content/documents/documents-for-grants-section/Virginia-Fire-Program-Fund---FY2027-Allocation-Report.pdf>

2. On September 24, 2026, BVCPS leadership submitted a request to City Council seeking the appropriation of \$615,055.00 in unexpended grant funds from FYs 2025 and 2026.

- Title I (24-25)- \$11,822.67
- Title I (25-26)- \$155,530.09
- Title II (24-25)- \$15,361.01
- Title II (25-26)- \$41,731.13
- Title III (25-26)- \$1,496.60
- Title IV B-21 Best (25-26)- \$44,552.43
- IDEA 611 Flow-through Special Ed (24-25)- \$11,623.78
- IDEA 611 Flow-through Special Ed (25-26)- \$204,797.01
- VPSA (Technology) Grant (25-26)- \$9,677.11
- School Nutrition Funds- \$16,184.17
- Textbook Funds- \$102,278.45

These grant funds remained unspent as of June 30th, and under grant requirements must be carried forward into FY 2027 for the same educational purposes established in the original award. Approval of this appropriation will allow BVCPS to continue utilizing these restricted funds to support approved school programs. Because this funding was not included in the School Board's originally adopted FY 2027 budget, an appropriation is required to establish spending authority for the School Division to administer the grant in accordance with federal and state requirements. These funding sources are restricted for educational purposes and do not require additional local tax support. Secondly, the approval process for the School Fund appropriation resolution supports City staff updating the FY 2027 budget information in our financial management software with a goal that both agencies are in alignment with each other.

Recommendation: Receive staff report. Pose any questions you may have and discuss as desired. If in agreement, vote to approve the attached appropriation resolution.

Attachment: BVCPS Letter of Request to Council: Change to Appropriations – dated September 24, 2026 (textbooks, school nutrition, technology, and federal grant funds).

Buena Vista City Public Schools

HEATHER AULT, ED.D
Division Superintendent

BRENDA WALTON, ED.D
Assistant Superintendent



TERESA ELLISON
School Board Chairman

SANDRA MOHLER
Clerk of the School Board

September 24, 2026

TO: Buena Vista City Council

FROM: Ms. Teresa Ellison, Buena Vista City Public Schools Chair

RE: Change to appropriations

BE IT RESOLVED, by the School Board of Buena Vista City, in a vote of the City Council of Buena Vista, the following appropriation change:

Appropriation of Funds:

Appropriate the following funding for Buena Vista City Public Schools. This money will be added to the 26-27 school year budget in textbooks, school nutrition, technology grant, and federal grant funds respectively:

- Title I (24-25)- \$11,822.67
- Title I (25-26)- \$155,530.09
- Title II (24-25)- \$15,361.01
- Title II (25-26)- \$41,731.13
- Title III (25-26)- \$1,496.60
- Title IV B-21 Best (25-26)- \$44,552.43
- IDEA 611 Flow-through Special Ed (24-25)- \$11,623.78
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- VPSA (Technology) Grant (25-26)- \$9,677.11
- School Nutrition Funds- \$16,184.17
- Textbook Funds- \$102,278.45

These funds remain unexpended as of June 30th, 2026, and must be carried forward into the new fiscal year for the same purpose as established in their original appropriating acts.

Respectfully Submitted:

Handwritten signature of Teresa R. Ellison in blue ink.

Ms. Teresa Ellison, Buena Vista City Public Schools Chair

Handwritten signature of Heather Ault in black ink.

Heather Ault, ED.D., Division Superintendent



CITY OF BUENA VISTA

APPROPRIATION RESOLUTION

October 1, 2026

BE IT RESOLVED by the City Council of Buena Vista, Virginia, that the following appropriations are, and the same is hereby made, for the period ending **June 30, 2027**, from the UNAPPROPRIATED SURPLUS of the **GENERAL FUND** and expended as follows:

Fire Program Grant Funds

10.3202.60010	Fire Programs Grant	\$2,930.00
Sub-total		\$2,930.00

Total General Fund Appropriation	\$2,930.00
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BE IT RESOLVED by the City Council of Buena Vista, Virginia, that the following appropriations are, and the same is hereby made, for the period ending **June 30, 2027**, from the UNAPPROPRIATED SURPLUS of the **SCHOOL FUND** and expended as follows:

FY 2026 Carryover Grants (Title I, Title II, Title III, Title IV B-21, IDEA 611, Technology, School Nutrition, and Textbook Funding)

19.6600.69130	School Expenses	\$615,055.00
Sub-total		\$615,055.00

Total School Fund Appropriation	\$615,055.00
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Approved: This 1st day of October 2026.

Jesse D. Lineberry, Mayor

Attest:

Sarah M. Burch, Clerk of Council

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("First Amendment") is made and entered into as of the ____ day of _____, 2026 (the "Effective Date") by and between **THE CITY OF BUENA VISTA, VIRGINIA**, a municipal corporation, whose address is 2039 Sycamore Avenue, Buena Vista, Virginia 24416 ("Lessor"), and **ADVANCED DRAINAGE SYSTEMS, INC.**, a Delaware corporation with principal offices located at 4024 Green Stripe Lane, Hilliard, Ohio 43026 ("Lessee").

RECITALS:

WHEREAS, Lessor and Lessee entered into a certain Lease dated as of the 1st day of August, 2016 (the "Original Lease") for approximately 5.104 acres of land as set forth on Exhibit "A" to the Original Lease for a ten (10) year period commencing August 1, 2016 and ending July 31, 2026.

WHEREAS, via letter to Lessor dated April 24, 2026, and pursuant to Section 6 of the Original Lease, Lessee exercised its option to renew the Lease for an additional ten (10) year period commencing on August 1, 2026 and ending on July 31, 2036 (the "Renewal Letter") (collectively, the Original Lease and the Renewal Letter are hereinafter referred to as the "Lease").

WHEREAS, Lessor and Lessee now desire to amend the Lease with regard to the definition of the Premises and provide an additional ten (10) year option to renew the Lease as hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Definition of Revised Premises.** As of the Effective Date, the Premises is hereby redefined as Parcels C and D, as set forth on Exhibit "A" attached hereto and incorporated herein by reference (the "Revised Premises").

2. Lessor hereby gives its approval and grants permission to Lessee to fence, grade, alter, disturb and place gravel, electrical and lighting on the Revised Premises.

3. Lessee, having complied with all obligations under the Lease, and upon giving written notice to Lessor no later than May 1, 2036, is hereby granted one (1) additional option to renew the Lease for ten (10) years commencing on August 1, 2036 and ending on July 31, 2046.

4. All other terms, condition and provisions contained in the Lease not specifically amended herein, are hereby ratified and confirmed and shall remain in full force and effect.

LESSOR'S SIGNATURE PAGE TO FIRST AMENDMENT TO LEASE

IN WITNESS WHEREOF, Lessor has duly executed this First Amendment to Lease as of the Effective Date.

LESSOR:
THE CITY OF BUENA VISTA, VIRGINIA
a Municipal Corporation

By: _____
Printed Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF VIRGINIA :
COUNTY OF BUENA VISTA : SS.

Before me, a notary public in and for said County and State, personally appeared the Lessor in the foregoing Lease, The City of Buena Vista, Virginia, a municipal corporation, by _____, its _____, who acknowledged that he/she did sign said instrument and that such act was the free act and voluntary deed of said Lessor, and his/her free act and voluntary deed individually for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this ____ day of _____, 2026.

Notary Public

LESSEE'S SIGNATURE PAGE

IN WITNESS WHEREOF, Lessee has duly executed this First Amendment to Lease as of the Effective Date.

LESSEE:
ADVANCED DRAINAGE SYSTEMS, INC.
a Delaware Corporation

By: _____
Printed Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF OHIO :
COUNTY OF FRANKLIN : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____, the _____ of Advanced Drainage Systems, Inc, a Delaware corporation, on behalf of the corporation.

Notary Public
State of Ohio
My Commission Expires: _____

STAFF REPORT

TYPE: Memorandum of Understanding

PROJECT: Community Garden

DATE: 9/23/2026

OVERVIEW

The Community Garden was established nearly 15 years ago. Since 2018-2019, management has been a volunteer effort led by Sam Roberts. The City worked with her to establish some written policies, but there was no formal agreement with her regarding operation of the garden, in part because she was acting as an individual and there was not a nonprofit entity. In the last couple years, especially in light of the growth of the garden and the construction of a timber frame pavilion, Sam has brought garden activities under a nonprofit associated with the Bridge to Hope Food Pantry.

Last spring the City began working with the garden to draft an MOU to outline responsibilities and expectations of the garden and of the City. The attached MOU signed by the garden generally reflects how it has been operating, with the City providing the space but all decisions about programming and operations being with the garden organization.

Staff request approval of the MOU for City Manager signature.



BUENA VISTA COMMUNITY GARDEN

MEMORANDUM OF AGREEMENT WITH CITY OF BUENA VISTA

Last Updated: September 14, 2026

MEMORANDUM OF AGREEMENT BETWEEN CITY OF BUENA VISTA AND BUENA VISTA COMMUNITY GARDEN FOR USE OF LAND AS A COMMUNITY GARDEN

1. This agreement is entered into between the City of Buena Vista (hereafter referred to as "Property Owner") and BV Community Garden Project (hereinafter referred to as the "Project") for the use of land located at 1704 Magnolia Avenue as a community garden. The purposes of this garden are primarily, but not exclusively
 - a. To provide fresh produce to the residents in Buena Vista, neighboring communities, hikers, and the Bridge to Hope Food Pantry
 - b. To provide hands-on educational opportunities for students, families and the general public
 - c. To enhance the vitality of downtown Buena Vista by activating green space
2. The term of this agreement is three (3) years and may be renewed indefinitely.
3. Responsibilities of the Property Owner: The Property Owner agrees to:
 - a. Provide use of the parcel of land at no cost, located at 1704 Magnolia Ave, for use as a community garden
 - b. Provide water at no cost
 - c. Provide trash pick up to the garden once per week of two trash cans
 - d. Share, at its discretion and as capacity allows, information regarding significant Community Garden events or initiatives through existing City communication channels, such as community announcements, press releases, or event listings, in a manner consistent with how the City supports other community organizations; and
 - e. Prune or remove large trees when needed
 - f. Clear ice or snow from the sidewalk along Magnolia Avenue in front of the property
4. Responsibilities of The Project: The Project agrees to:
 - a. *General Operations*
 - i. Oversee all operations of the community garden, including setting policies for use of the property and managing access and use of the property;
 - ii. Permit City staff to access the site at reasonable times for safety, inspection, maintenance purposes.
 - iii. Bear all costs of operating the garden and maintaining the property, except as otherwise addressed in this agreement;
 - iv. Maintain the following insurance coverage, at its sole cost, during the term of this agreement. Certificates of Insurance evidencing the above coverages shall be provided to the City prior to commencement of activities and upon renewal.

1. Commercial General Liability (occurrence form) with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering bodily injury, property damage, personal/advertising injury, and products/completed operations; the policy shall name the City of Buena Vista, its officers, employees, and agents as Additional Insureds on a primary and non-contributory basis and include a waiver of subrogation in favor of the City.
2. Workers' Compensation and Employers' Liability as required by Virginia law, if the Project has employees.
3. Volunteer/Participant Accident Medical coverage (or equivalent) for volunteers and program participants, or, alternatively, obtain signed participant/volunteer waivers. Waivers shall disclose inherent risks of gardening activities (use of tools, uneven ground, weather, insects, allergens, etc.).

b. *Use and Maintenance of Property*

- i. Make reasonable efforts to keep an orderly garden space that appears tended and maintained. Both parties recognize that this is an active, working, volunteer-based garden and not a manicured display garden.
- ii. To use the property only for purposes related to the Project's primary goals. Other uses of the property require written City approval. Storage of unrelated items or vehicles is not permitted.
- iii. Build and maintain beds and structures for growing vegetables and fruit.
- iv. Create and maintain a compost site, mulch site, and a seedling bed.
- v. Perform all routine landscape maintenance of the property, including mowing and weed-eating within and outside any fenced enclosures. Grass outside the fence must be kept no taller than 10".
- vi. Construct and maintain, for the duration of the agreement, a perimeter fence with the following specifications:
 1. No more than eight (8) feet tall
 2. Metal wire material spanning between metal or wooden posts
 3. Black color
 4. Set back no less than three (3) feet from the sidewalk along Magnolia Avenue, and no less than three (3) feet from the property line on 17th Street
- vii. To use restricted-use pesticides only with prior written City approval.

c. *Engagement and Development*

- i. Solicit and manage volunteers and community partners, as appropriate;
- ii. Train students and volunteers to maintain the garden, seedling bed, and composting site and monitor for pest damage; and
- iii. Harvest gardens and share yield for distribution to partnering food providers; and
- iv. Schedule events to bring awareness and community to the garden space

- v. Be responsible for its own communications, outreach, and promotional activities, including the maintenance of any website, social media platforms, and promotional materials related to garden programs and events.
- vi. Secure possible local funding for the garden space through grants and fundraisers to maintain hard structures

5. Points of Contact and Breach of Agreement

- a. The parties agree to use the following points of contact for all communication:
 - i. City:
 - 1. Thomas Roberts, Director of Community Development, tom.roberts@buenavistava.gov, (540) 319-8004, 2039 Sycamore Ave, Buena Vista VA 24416
 - 2. Krystal Onaitis, City Manager, citymanager@buenavistava.gov, (540) 261-8601
 - ii. Project:
 - 1. Cressia (Sam) Roberts.....
 - 2. Second point of contact...
- b. Both parties agree to make all reasonable efforts to communicate with each other and resolve or correct any actual or perceived breaches of the agreement prior to termination.
- c. The City may terminate this agreement at any time for cause without notice, or may terminate with 60 days' notice without cause.
- d. The Project may terminate this agreement with 60 days' notice with or without cause. Upon termination of the agreement, the Project will leave the site in a clean and neat condition, i.e. free of trash and debris and garden structures removed or left in good repair.

6. Cessation of activities

- a. In the event the Project plans in advance to cease or wind down operations, the Project agrees to the following:
 - i. To seek a successor organization to take over maintenance and operation of the property as a community garden.
 - ii. To clean up the property to the greatest extent possible, including removing seedling beds, cutting back vegetation, removal of dead or decaying matter, and removal or storage equipment, tools, and similar items.
- b. Permanently affixed improvements to the property and all structures, including the perimeter fencing, the timber frame pavilion, and the garden shed, shall be considered City property and not removed except by permission of the City. Smaller enclosures within the perimeter fencing, raised bed structures, movable furniture, equipment, and plants (other than major trees) shall be considered property of the Project.

7. General Terms of the Agreement

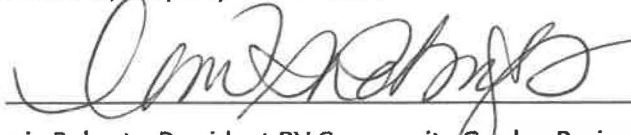
- a. The Project understands that it is not sponsored by the City, nor is it a part of the City government, and may not use City logos or branding materials without permission.

- b. Both the Property Owner and The Project agree to abide by all applicable provisions and regulations of the federal, state, and city laws and ordinances.
- c. Neither the City nor the Project shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the prior written consent of the other.
- d. Amendment: This agreement may be modified or amended with the written approval of both parties, provided the party proposing a modification or amendment submits the same in writing to the other party at least thirty (30) days in advance to allow for negotiations and Board approval as may be required.
- e. The Project, and any of its employees, volunteers, or community partners, shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Project. The City shall protect, defend, indemnify and save harmless the Project, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, employees or agents.
- f. Applicable Law: This agreement shall be governed by the laws of the State of Virginia.
- g. Entire Agreement: The agreement is the entire and only agreement between the parties and supersedes all prior understandings and practices between the parties.

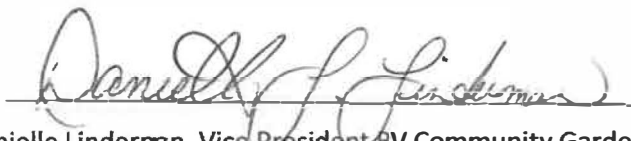
Acknowledged, Accepted, and Approved

By: _____ Date: _____

Tom Roberts, Property Owner Liaison

By:  Date: 9/14/26

Cressia Roberts, President BV Community Garden Project (540)460-9131

By:  Date: 9/14/26

Danielle Linderman, Vice President BV Community Garden Project



Coverage provided by
Erie Insurance Company
100 Erie Insurance Place Erie, PA 16530
erieinsurance.com

ErieSecure Business™ Policy Declarations

New Declarations

City Copy

Mailing name and address for Insured

BUENA VISTA COMMUNITY GARDEN
60 RIVER RD
BUENA VISTA VA 24416-4802



Named Insured's full name
BUENA VISTA COMMUNITY GARDEN

DD2528

Legal entity
Association

Agent
DD2623 FURR INSURANCE AGENCY

Policy period **Policy number**
09/11/2026 to 09/11/2027 Q61 0720259

Agent address and phone
FURR INSURANCE AGENCY
166 WALKER ST
LEXINGTON, VA 24450-2432
(540)463-4900

Policy period begins at 12:01 A.M. standard time on the effective date and ends at 12:01 A.M. standard time on the expiration date. Standard time is determined at the stated address of the Named Insured.

Agency email address
info@furrinsuranceagency.com

Agency website
<http://www.furrinsuranceagency.com>

The insurance applies to those premises described below. This is subject to all applicable terms of the policy and attached forms and endorsements.

Policy Discounts

Payment plan

Premium Summary

Total net premium:	\$300
Final premium:	\$300.00

(This is not a bill. Your invoice will follow in a separate mailing.)

Insured name: BUENA VISTA COMMUNITY GARDEN
 Policy number: Q61 0720259
 Policy period: 09/11/2026 to 09/11/2027

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Liability Protection

Commercial general liability coverage

Coverage	Deductible	Limit
Bodily injury and property damage		\$1,000,000 Each occurrence
Personal and advertising injury		\$1,000,000 Any one person or organization
Medical expense payments		\$5,000 Any one person
Damage to premises rented to you – Fire legal liability		\$1,000,000 Any one premises
General aggregate		\$2,000,000
Products – Completed operations aggregate		\$2,000,000
Non-owned and hired automobile liability		Included
Damage to customers autos - Legal liability	\$200	Included

Policy Optional Coverages and Exclusions

Coverage	Deductible	Limit
Additional insured - Club members (CG2002)		

Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
 Abuse or molestation exclusion

Property Protection

Risk information for Location 1 - Building 1

Address:	1704 MAGNOLIA AVE	Insured interest:	Building owner
City/State:	BUENA VISTA, VA		
Zip code:	24416		
County:	Buena Vista (city)		
Occupancy/Operations:	41670 Clubs - no buildings owned or leased		

Schedule of Forms

Form number	Edition date	Description
CG0001	04/13 *	Commercial General Liability Coverage Form
CG0179	07/10 *	Virginia Changes
CG2002	11/85 *	Additional Insured - Club Members
CG2106	05/14 *	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
CG2109	06/15 *	Exclusion - Unmanned Aircraft
CG2146	07/98 *	Abuse or Molestation Exclusion
CG2170	01/15 *	Cap on Losses from Certified Acts of Terrorism
CG4032	05/23 *	Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
EPP0006	12/24 *	ErieSecure Business Extra Liability Coverages
EPP0008	09/23 *	Policy Change Endorsement - Exclusions
EPP0009	10/19 *	Exclusion - Professional Liability
EPP0011VA	07/21 *	Liability Change Endorsement
EPP0035	08/26 *	Important Notice to Virginia Policyholders - ErieSecure Business
EPP0094	10/24 *	Premium Audit - Noncompliance Charge