REVISED

CITY OF BUENA VISTA COUNCIL AGENDA

REGULAR MEETING

NOVEMBER 19, 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: **APPROVAL OF MINUTES FROM THE OCTOBER 15, 2026 REGULAR COUNCIL MEETING**

ADG #4: **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 #5: **REPORTS:**

1. Mayor
2. City Manager – Managerial Activities Update
3. City Attorney
4. Council Committees/Members
5. Department Heads
    A. Tom Roberts, Community Development – Upcoming HSIP Project
6. Invited Community Organizations
    A. RARO

ADG #6: **PRESENTATIONS TO CITY COUNCIL & THE PUBLIC**

None

ADG #7: **CONSIDER APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES**

Modification of Shenandoah Valley Partnership & Rockbridge Area Tourism Board Appointments

OLD BUSINESS

NONE

NEW BUSINESS

NB #1: **CONSIDERATION OF AN APPROPRIATION RESOLUTION FOR PUBLIC WORKS**

NB #2: **CONSIDERATION OF AMENDED ROADS OF HONOR MOU**

NB #3: **CONSIDERATION OF RESOLUTIONS OF SUPPORT FOR CITY VDOT APPLICATIONS**

NB #4: **MICHAEL LOCKABY, SPILMAN THOMAS & BATTLE, PLLC**

ADJOURNMENT

UPCOMING MEETINGS

- November 23 | 4:00 PM – Budget & Finance Committee
- December 8 | 7:00 PM – Planning Commission
- December 10 | 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
- November 20 | 6:00 PM – Downtown Holiday Kickoff Night
- November 20 | 7:00 PM – Word Bridge Wright Night @ Leaf & Lore
- November 21 | 8:00 AM – Heroes Breakfast @ The American Legion
- November 21 | 10:00 – Tree Giveaway @ Glen Maury Park
- November 27 | Let's Glow Paint Night @ Junction 245
- November 28 – Shop Small Saturday / Artist's Holiday Market @ Downtown
- November 28 | 6:30 PM – Film Night @ Straws
- November 29 | 6:00 PM – Grand Illumination @ Magnolia Square
- December 1 | 7:00 PM – Word Bridge Wright Night @ Leaf & Lore
- December 3 | 6:30 PM – Christmas Parade
- December 3 | 6:30 PM – Christmas Parade Movie Night @ Straws
- December 5 | 8:00 AM – Flea Market @ The American Legion

CITY OFFICES WLL BE CLOSED NOVEMBER 26-28 FOR THE THANKSGIVING HOLIDAY

ADG #3

Draft

CITY OF BUENA VISTA CITY COUNCIL

REGULAR COUNCIL MEETING

October 15, 2026 | 6:00 PM

Council Chambers – 2039 Sycamore Avenue

The Buena Vista City Council met for a Regular Council Meeting on Thursday, October 15, 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 Kerr moved to approve the agenda, Councilmember Gilliam seconded, and the motion carried.

ADG #3: APPROVAL OF MINUTES FROM THE OCTOBER 1, 2026, REGULAR COUNCIL MEETING, PUBLIC HEARING, & EXECUTIVE SESSION

Councilmember Gilliam moved to approve the minutes, Councilmember Noel-Branch seconded, and the motion carried.

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

- Tobler Hughes, 1 University Hill Drive, a new Buena Vista resident and student at SVU, introduced himself and expressed his excitement about becoming involved in the community and participating in local service opportunities.
- Avery Brinton, 1 University Hill Drive, shared a proposal for a free community car wash organized through SVU. She distributed copies of the proposal to Council members and explained that she is working with SVU's Service Council and Student Life staff, April Harris and Carrie Brotherson, to coordinate a possible event in early November at Glen Maury Park. She also hopes to partner with the owner of Holy Cow to support the business.

ADG #5: REPORTS:

1. **Mayor**
   None.
2. **City Manager**
   Community Engagement and Outreach: Ms. Onaitis reported that the City continues to receive citizen inquiries and concerns, primarily related to utility billing, including questions about rates and unusually high bills potentially caused by leaks. She also reminded residents that household trash must be placed in a trash can, as placing loose trash at the curb is a code violation.

She reported that Mountain Days was a success, with strong attendance downtown and a particularly successful first year for the children's activity zone. She recognized Council members and staff who assisted with the event and noted that Delegate Terry Austin's office had reached out with questions about Magnolia Square and the timber frame pavilion.

Additional community engagement efforts included a recent BV Beat recording by Chief Clements highlighting the SHIELD program and regional canine training at Glen Maury Park along with police department press releases on crime prevention. She also encouraged residents to visit the fall-themed photo display at Glen Maury Park.

She attended the regional social services ribbon-cutting and the Governor's Summit on Rural Prosperity, where City and regional representatives participated in discussions and showcased the area. She noted the City's interest in locating a Virginia Department of Health office near the social services facility to improve access to health and human services.

Staff and Process Improvements: Ms. Onaitis reported holding individual meetings with department leadership and conducting the fifth executive team meeting. These meetings take place during weeks when Council does not meet and provide an opportunity for staff to review upcoming agendas and discuss departmental activities.

The City continues working to standardize finance and HR forms to improve consistency, reduce confusion, and support compliance with FOIA and public records retention requirements. A citywide safety training was also completed, with additional training through the Virginia Risk Sharing Association (VRSA) anticipated in January, covering topics such as workers' compensation, FMLA, and reporting responsibilities.

Regarding the RDA financial software, IT has met with department heads and constitutional offices to identify system issues and user needs. Staff are compiling the feedback, which will be used to prepare a formal letter to the vendor outlining the City's concerns.

City Operations: She reminded everyone that the 45-day utility billing grace period will end October 24. Residents with questions about their bills were encouraged to contact the City, and accounts must be current by that date to avoid potential fees or service interruptions.

The City's upcoming Pothole Blitz is scheduled for the week of October 26. Residents are encouraged to report potholes by providing the exact location or nearest intersection, with Public Works planning to address as many areas as possible through cold-patch repairs.

She also discussed upcoming Halloween activities with Main Street, including the annual trick-or-treating event at the lower campground at Glen Maury Park. She requested Council's support for temporarily reduced campground rates to encourage campers to participate by handing out candy, providing children with a safe, traditional trick-or-treating experience.

She also reported that Hurt & Proffitt contractors would be visiting City Hall to assess needed work and provide cost estimates.

DEQ Consent Order: Ms. Onaitis reported that she, the Public Works Director, and the City Attorney recently met with the Department of Environmental Quality to discuss concerns with the City's wastewater consent order. Discussions focused on clarifying the requirements, addressing aggressive deadlines, and working toward a more realistic compliance schedule.

She explained that the City is seeking to ensure the consent order reflects feasible improvements to the existing wastewater treatment plant through renovation, retrofitting, and modernization rather than requiring full replacement of the facility. The City currently has a utility services RFP advertised to secure a firm that can provide technical assistance with water and wastewater projects, maintenance priorities, funding opportunities, regulatory compliance, and consent order requirements.

Economic and Community Development: She reminded Council that the EDA Façade Improvement Program is open, with applications being accepted through November 6. Brownfields applications are expected to open in early spring, with an initial focus on publicly owned properties.

She also reported receiving a draft scope of work from Timmons Group for the City's economic development strategic planning efforts. The project will evaluate approximately 8-10 City-owned properties, considering utility capacity, land use, topography, potential uses, needed improvements, and marketing strategies. The assessment will also consider potential site-readiness funding opportunities and whether certain properties may be better suited for sale to adjacent property owners.

She noted that the Police Department continues to increase its public outreach and media presence and recently received the Rising Star Award for the local Triad chapter. Chief Clements also attended the Governor's First Unified Readiness Summit, a statewide emergency management exercise.

Schools Collaboration: Ms. Onaitis reported that funding analyses related to school needs are ongoing, with several financial scenarios expected from the City's financial advisors, Davenport. She reminded Council that the City's community conversation regarding the proposed additional 1% sales tax is scheduled for October 20 at 6:00 p.m. The meeting will provide information about the referendum, the legally permitted uses of the revenue, and what purchases would be subject to the additional tax.

Finance: She advised Council to anticipate an appropriation request at the November meeting related to a delayed vendor invoice for salt purchased in January 2026. Because the purchase occurred during the previous fiscal year, but the vendor did not submit the invoice until about 10 months later, an appropriation will be necessary to process a payment.

She also provided an update on the expenditure report being developed for Council, which is expected to be presented in November. She cautioned that the report may initially provide budgeted amounts alongside estimated year-to-date expenditures, as staff continue working through the annual audit and outstanding reconciliation items.

3. City Attorney

None.

4. Council Committees/Members

Mr. Cash thanked Jen and Neil Carpenter for their hard work and contributions to Mountain Days, noting the many hours they devoted to planning and coordinating the events. He shared that he enjoyed the children's activities and praised the children's behavior and participation. He noted that the girls won many of the event competitions and highlighted the importance of creating lasting memories for the children. He also discussed opportunities to improve next year's event, including better signage directing visitors to the children's area and expanding participation. Mrs. Noel-Branch agreed that the pie-eating contest was a highlight, noting that even one parent joined in and enjoyed the opportunity of making memories.

5. Department Heads/Constitutional Officers/Court Clerks

Tom Roberts – Community Development

Mr. Roberts provided an update on the Community Garden, explaining that organizers are developing a clearer policy regarding use of the pavilion and confirming that the public is welcome.

He also reported on discussions with Austin Rehl of the Rockbridge Creative Institute regarding a proposed U-Pick blackberry operation at Meridian Farmstead on the north end of the City. The project would initially include about two acres, with the potential to expand to eight acres. The City is exploring the Agriculture and Forestry Industries Development (AFID) grant program to help fund the project, with additional details and matching requirements still to be determined. The proposal also

includes using the Innovation Accelerator's commercial kitchen to package harvested blackberries into jams, jellies, and other products.

6. Invited Community Organizations

Jen Carpenter – Main Street Buena Vista

Mrs. Carpenter began her reported by thanking Council and the community for their support and assistance with Mountain Days, noting that the event was a meaningful and encouraging experience.

She announced that MSBV was awarded a $9,000 Downtown Investment Grant through the Governor's office. The grant will support a wayfinding signage project to improve connections between downtown and other community assets, including Glen Maury Park. She will coordinate with the City Manager regarding the City's proposed in-kind match.

She also reported that 18 people participated in the Buena Vista downtown walking tour during the Governor's Summit on Rural Prosperity, with positive feedback from attendees. MSBV was also awarded a Virginia State Tourism Homestay grant to promote local lodging options, including Glen Maury Park and short-term rentals. As part of the initiative, Main Street will work with the City to identify registered lodging businesses and help ensure applicable lodging taxes are collected.

Mrs. Carpenter also shared that Leaf and Lore received a Virginia State Tourism Grant in collaboration with Virginia Main Street and tourism organizations to develop a Shenandoah Valley book crawl and day-trip itinerary featuring independent bookstores.

She announced that the annual Halloween Spooktacular will be held Saturday, October 31, from 4:00 to 6:00 p.m., including the return of the golf cart parade. She also noted that she will work with the City Manager to develop a formal memorandum of understanding between the City and MSBV as part of the organization's accreditation requirements. An annual impact report will also be prepared and presented to Council.

Councilmember Noel-Branch praised Mrs. Carpenter's work and shared positive feedback received from participants in the Governor's Summit and walking tour, noting the welcoming atmosphere created by local businesses and the positive impression of Buena Vista.

ADG #6: PRESENTATIONS TO CITY COUNCIL & THE PUBLIC

Kim Shaw, Rockbridge Area Community Services

Ms. Shaw provided an overview of RACS services and recent accomplishments. She reported that RACS served 1,772 individuals during the previous fiscal year, including 352 Buena Vista residents, representing approximately 20% of those served. RACS provides services related to mental health, substance use, intellectual and developmental disabilities, and prevention, along with 24-hour emergency services.

She reported that RACS has implemented its permanent supportive housing program, with about 15 available placements. One individual has been housed, and additional referrals are pending. She noted a need for additional landlords willing to participate in the program. She also highlighted RACS' partnership with the local Recovery Court program and the expansion of its intensive outpatient program from one group to three, each serving up to 12 participants.

RACS is preparing to expand services at the Eagle's Nest building in Buena Vista, with renovations underway and a goal of opening by the end of the year. Ms. Shaw also announced the purchase of Maple Hall in Timber Ridge, which is planned for use as a residential substance use treatment facility offering 30-, 60-, and 90-day stays. The goal is to provide a full continuum of treatment and recovery services locally, reducing the need for individuals to seek residential treatment outside the area.

Ms. BreAnne Rogers shared information about several RACS programs and upcoming events. She encouraged Council to help promote the Magnolia Players' Christmas performance at the Magnolia Center, scheduled for December 21 and 22 at 1:00 p.m. She also highlighted the monthly veteran breakfast, which typically serves 20-25 veterans and is open to family members, and their ongoing caregiver support group.

Ms. Rogers and Ms. Shaw also discussed RACS prevention and peer support efforts, including:

- Providing crisis intervention training resources and community prevention information to local law enforcement.
- Partnering with the BVPD on their recent cop camp.
- Reaching 672 area students through the Catch My Breath vaping prevention curriculum.
- Hosting a mental health awareness walk, which drew 63 participants despite rainy weather and included a visit from Officer Matt Slagle and K-9 Hans.
- Scheduling their next annual prevention forum for June 10, 2027.
- Expanding peer support services for veterans, individuals experiencing mental health or substance use challenges, and participants in intensive outpatient programs. RACS peer services have assisted about 100 individuals during the year and also provide support at the regional jail, serving approximately 15-20 inmates each week.

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

None.

OLD BUSINESS

None.

NEW BUSINESS

None.

ADJOURNMENT

With no further business, the meeting adjourned at 6:55 p.m.

_____ _____

Sarah M. Burch, Clerk of Council Jesse D. Lineberry, Mayor

NB #1

BUENA VISTA CITY COUNCIL

STAFF REPORT

Steve Bolster, Director of Finance

October 30, 2026

Agenda Item: Consideration of an Appropriation Resolution

Overview: Buena Vista received a delivery of road salt for winter operations on December 3, 2025, at a cost of $2,763.25 from Morton Salt. Due to an administrative oversight during a period of staffing and management transition within Public Works, the invoice was not forwarded to the Finance Department for processing and remained unpaid at the conclusion of FY 2026. The City has received the product and remains obligated to satisfy the outstanding invoice. Staff is requesting an appropriation of $2,764 from the General Fund unassigned fund balance to provide budget authority for payment and to settle the City's account with the vendor.

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: Morton Salt invoice # 5403873147, dated December 3, 2025

CITY OF BUENA VISTA

APPROPRIATION RESOLUTION

November 5, 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 J**une 30, 2027**, from the UNAPPROPRIATED SURPLUS of the **GENERAL FUND** and expended as follows:

Street Maintenance Department		
10.4102.55600	Snow/Ice Supplies	$2,764.00
Sub-total		**$2,764.00**
Total General Fund Appropriation		**$2,764.00**

Approved: This 5th day of November 2026.

_____

Jesse D. Lineberry, Mayor

Attest:

_____

Sarah M. Burch, Clerk of Council

MORTON SALT

UPC 24600

444 W. Lake Street, Suite 2900
Chicago, IL 60606-0090

PLEASE REMIT TO: Dept. CH 19973
Palatine, IL 60055-9973

CSF	SALES REP.	DATE	INVOICE NUMBER
X030	Szatkowski T	DEC 03, 2025	5403873147

PURCHASE ORDER NO.	RELEASE NUMBER
Streets	

Credit Representative: Carrasco Nicolas

TERMS: 30 days net cash after dte inv

Customer Service: Jefferson-William +1 (312) 807-2719

ADDITIONAL TERMS AND MARKETING PROVISIONS ON REVERSE SIDE

5365102

CUSTOMER NO.: 3649419

BILL TO
City of Buena Vista
Dept of Public Works
2039 Sycamore Ave
Buena Vista VA 24416-3133

SHIP TO
CITY BUENA VISTA-VA
2735 ALLEGHANY AVE
BUENA VISTA VA 24416-1552

CREDIT

DATE SHIPPED	SHIPPED VIA	FOB	SHIPPED FROM	BILL OF LADING NO.	MORTON ORDER NO.
DEC 03, 2025	HOUFF CORPORAT	CONSIGNE	Clifton Forge VA	0023026278	5103550168

QTY	U/M	Code	*--------Description--------*	Price	Extension	Net
26.13	STO	F140020000Z	Bulk Safe-T-Salt	105.75	2,763.25	
						2,763.25

B/L No.	Ticket no.	Weight		Shipped date
0023026278	6846	52,260	LB	Dec 3, 2025

Promo/Allowce$	Gross Product$	Tot Tax $	
0.00	2,763.25		INVOICE TOTAL $ 2,763.25

thank you for buying Morton Salt

CREDIT $

Total Net Weight 52,260 LB Total Unit Weight 52,260 LB

849 R/12/16

ORIGINAL
DETACH HERE

MORTON SALT

PLEASE REMIT TO: Dept. CH 19973
Palatine, IL 60055-9973

INVOICE # 5403873147

DATE DEC 03, 2025

AMOUNT DUE 2,763.25

5365102

BILL TO
City of Buena Vista
Dept of Public Works
2039 Sycamore Ave
Buena Vista VA 24416-3133

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

MORTON SALT, INC. ("Seller") STANDARD INVOICE TERMS AND CONDITIONS

All price quotations and sales are subject to the following terms and conditions:

PRICES AND TERMS OF PAYMENTS:

1. Sales are F.O.B. SELLER'S plant or warehouse. If shipment is to be arranged by SELLER for BUYER'S account, the freight charges to BUYER will be based on SELLER'S freight rates; such rates may represent an average of carrier rates and may or may not include carrier surcharges and/or volume discounts. Shipments will be made with freight charges collect or, at SELLER'S option, freight will be prepaid and billed to BUYER. Stopoff charges and other accessorial charges must be paid by BUYER. On pooled shipments, delivered costs for the entire shipment may be based on the highest freight rate applicable to any of the stopoff points.

2. All orders are subject to any production, processing, sales, use, transportation, and all other taxes (excluding those taxes based on SELLER'S income), dues and duties now in effect or hereafter imposed, which are to be paid by BUYER. Additionally, BUYER shall be responsible for all tax liabilities resulting from any allowances given by SELLER.

3. Net cash payable within 30 days after date of invoice. All invoices payable at **Dept CH 19973, Palatine, IL 60055-9973,** unless otherwise designated on the invoice. BUYER will pay a 1 1/2% per month surcharge upon any invoice not paid within thirty (30) days. Such a surcharge does not constitute a further extension of credit but rather is an agreed upon measure of SELLER'S damages for delay in payment and from BUYER'S default hereunder, in addition to any other remedies that SELLER may be entitled to at law, in equity or pursuant to any written agreement between the parties. On bulk shipments, SELLER'S weights at shipping origin, based on the bill of lading quantity, shall govern pricing.

4. The SELLER reserves the right upon notice to BUYER to condition any future shipments (including those previously ordered or in transit) upon SELLER'S receipt of cash, certified or cashier's check in the amount of the invoice prices of such shipments and inclusive of all freight. SELLER may, upon notice to BUYER, condition all future shipments (including those in transit or previously on order) upon BUYER'S execution of documents in form satisfactory to SELLER, granting SELLER a first perfected security interest in assets which SELLER in its sole discretion believes sufficient to collateralize the outstanding account balance. The foregoing remedies are in addition to and not in lieu of SELLER'S rights under Article 2 of the Uniform Commercial Code as enacted in Illinois. BUYER agrees from time to time to supply SELLER with such financial information relative to BUYER'S operations as may be deemed relevant by SELLER for determining BUYER'S credit worthiness. BUYER'S order or its execution of any written agreement with SELLER (if applicable) shall be deemed a written representation that BUYER is solvent, which representation shall be deemed renewed by each order made by BUYER subsequent to the initial order or written agreement date, as applicable. Any sales made to BUYER by SELLER hereunder are made in reliance upon BUYER'S representation of its solvency.

NOTICE OF PRICE INCREASE: It is our intent to publish price increases to our customers thirty (30) days prior to their effective date. We reserve the right, however, to publish price increases without notice.

POST AUDITS: SELLER limits the period of post audit to no longer than two (2) years from date of invoice.

WARRANTIES: SELLER warrants that the goods sold hereunder are merchantable. SELLER warrants that the goods shall be fit for a particular purpose, provided only if SELLER at the time of contracting receives written notification of: (1) the particular purpose for which the goods are required, and (2) that BUYER is relying on SELLER'S skill or judgment to select or furnish suitable goods. SELLER warrants that the goods sold hereunder were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and further that it has not incorporated in the goods sold hereunder any goods known by it to have been produced in violation of said Act. EXCEPT AS EXPRESSLY STATED IN THE FOREGOING, SELLER MAKES AND HAS MADE NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED.

ASSUMPTION OF RISK AND LIABILITY LIMITATIONS:

1. BUYER assumes the risk for results obtained from the use of the goods sold hereunder, whether used alone or in combination with other products. BUYER assumes, and promises to indemnify and hold SELLER harmless from, any liability, loss, cost, damage and expense arising out of or in connection with the use or sale by BUYER or by any subsequent owner or user of the goods sold hereunder, including any infringement claim, except to the extent such is directly caused by the SELLER'S negligence in the manufacture or sale of the goods sold hereunder. The sale of the goods hereunder is not to be construed as a recommendation for their use in violation of any patents, applicable laws or regulations. Any technical information furnished by SELLER is offered as a service and is given gratuitously, but BUYER assumes all risks in relying upon such information.

2. SELLER'S liability under this sale shall be limited to the replacement of any improper or defective goods or the return of the purchase price thereof, at SELLER'S option, and in no event shall SELLER be liable to BUYER or any subsequent owner or user of the goods sold hereunder for any incidental, indirect or consequential damages, and in no event in an amount in excess of the invoice amount of the goods in question sold hereunder.

3. SELLER is not responsible for damage to goods in transit. In the event shipping is arranged by SELLER, SELLER will process claims for loss or damage on BUYER'S behalf only if supported by proof of loss or damage satisfactory to SELLER.

FORCE MAJEURE: If the performance by any party of any obligation under this invoice (or related written contract, if any) is prevented, hindered or delayed, in whole or in part, by as event of Force Majeure, other than the obligation to make money payments then due and owing, the party so affected shall be excused from nonperformance to the extent that performance is prevented, hindered, or delayed by such event of Force Majeure. This invoice (and related written contract, if any) shall be deemed to be suspended during the continuance of the Force Majeure, but only to the extent and for the period of time that performance is actually prevented or delayed as a direct result of Force Majeure. "Force Majeure" means any cause beyond the reasonable control of any party that impedes a party's performance hereunder, including, but not limited to, any act of God or the public enemy; fires; explosion; sabotage; perils of the sea; embargoes; accidents; riots; floods; war; acts of terrorism; strike; lockout; labor disturbances; inability to obtain goods; fuel or equipment shortages or failures in production, production equipment or contingencies of transportation; laws; orders; or any act or request of government, provided that written notice of such interference shall be given to the other party as promptly as practicable of the nature and probable duration of same. The party whose performance is excused shall use its reasonable best efforts to resume performance at the earliest practicable date, provided that the settlement of any strike or labor dispute shall be within the sole discretion of the party involved in such labor dispute and the failure by any party to prevent or settle any strike or labor dispute shall not be considered to be a matter within the control of the party claiming Force Majeure hereunder.

ENTIRE CONTRACT; GOVERNING LAW: This invoice, together with any separate written contract between the parties hereto, if any, shall constitute the entire contract of sale and purchase of the goods sold hereunder. All questions relating to the validity, interpretation or performance of this contract shall be determined in accordance with the laws of the State of Illinois relating to contracts made and to be performed in that State, without regard to the State's conflicts of laws. All disputes arising out of this contract or performance thereof shall be litigated in a court of competent jurisdiction in Cook County, Illinois.

NB #2

MEMORANDUM OF UNDERSTANDING

FLOYD-DAVIDSON AMERICAN LEGION POST 126 – BANNER PROGRAM

This **Memorandum of Understanding** made and entered into on this 5th day of November 2026 by and between the **City of Buena Vista, Virginia** (hereinafter "City"), and **Floyd-Davidson American Legion Post 126**, Buena Vista, Virginia (hereinafter referred to as "Floyd-Davidson").

WHEREAS Floyd-Davidson launched the Roads of Honor Banner Program ("Banner Program") as a living tribute for Buena Vista to honor past and present members of the Armed Forces, First Responders, and their family members and entered into a Memorandum of Understanding with the City dated March 16, 2026; and

WHEREAS the Banner Program is so successful that Floyd-Davidson has requested the expansion of locations upon which the banners can be attached, proposed to be installed along certain prominent transportation corridors, specified in "Exhibit A" (the "Approved Locations"); and

WHEREAS in order to gain access to additional utility poles located in the City within the Approved Locations for the placement of these banners, the City must be in agreement with this Banner Program; and

WHEREAS the City greatly appreciates the efforts of Floyd-Davidson and believes the additional locations would be a valuable addition to Buena Vista and its citizens.

NOW THEREFORE, the parties agree as follows:

1. The City supports the efforts of Floyd-Davidson and approves of the placement of the Banners on the utility poles within the Expanded Approved Locations, so long as they do not interfere with maintenance of traffic or the activities of the City, including, but not limited to, the placement of flags or festive lighting.
2. This agreement allows only banners that are part of the Roads of Honor program and which display content honoring past and present members of the Armed Forces, First Responders, and their family members. Other content is not permitted.
3. Floyd-Davidson is responsible for obtaining authorization from utility pole owners for placement on utility poles.
4. Floyd-Davidson agrees that all banners installed as part of the Banner Program shall be uniform in size and design format. Each banner shall be the same dimensions, as approved by the City, to ensure consistency and safety.
5. The City agrees to mount brackets and banners for the program. The City shall determine the schedule and means of mounting. Floyd-Davidson agrees to provide banners.
6. Floyd-Davidson agrees to hold the City harmless for any and all claims of any nature associated with the Banner Program and to obtain such liability insurance if required by the City.
7. The City will remove all damaged banners in a timely manner. The City is not responsible for damage to banners or replacement of banners.
8. This MOU shall cover an initial term of three (3) years, after which it shall automatically renew for one (1) consecutive three (3) year term, unless both parties agree in writing to other terms.
9. The City reserves the right to terminate this agreement at any time with sixty (60) days' notice to Floyd-Davidson.
10. This agreement supersedes and replaces the prior MOU dated March 19th 2026.

Witness the following signatures and seals:

City of Buena Vista

By: _____
Krystal Onaitis, City Manager

Floyd-Davidson American Legion Post 126

By: _____
George Sullivan, Post Commander

EXHIBIT A: MAP OF APPROVED LOCATIONS

ROADS OF HONOR BANNER PROGRAM
Additional Requested Installation Locations

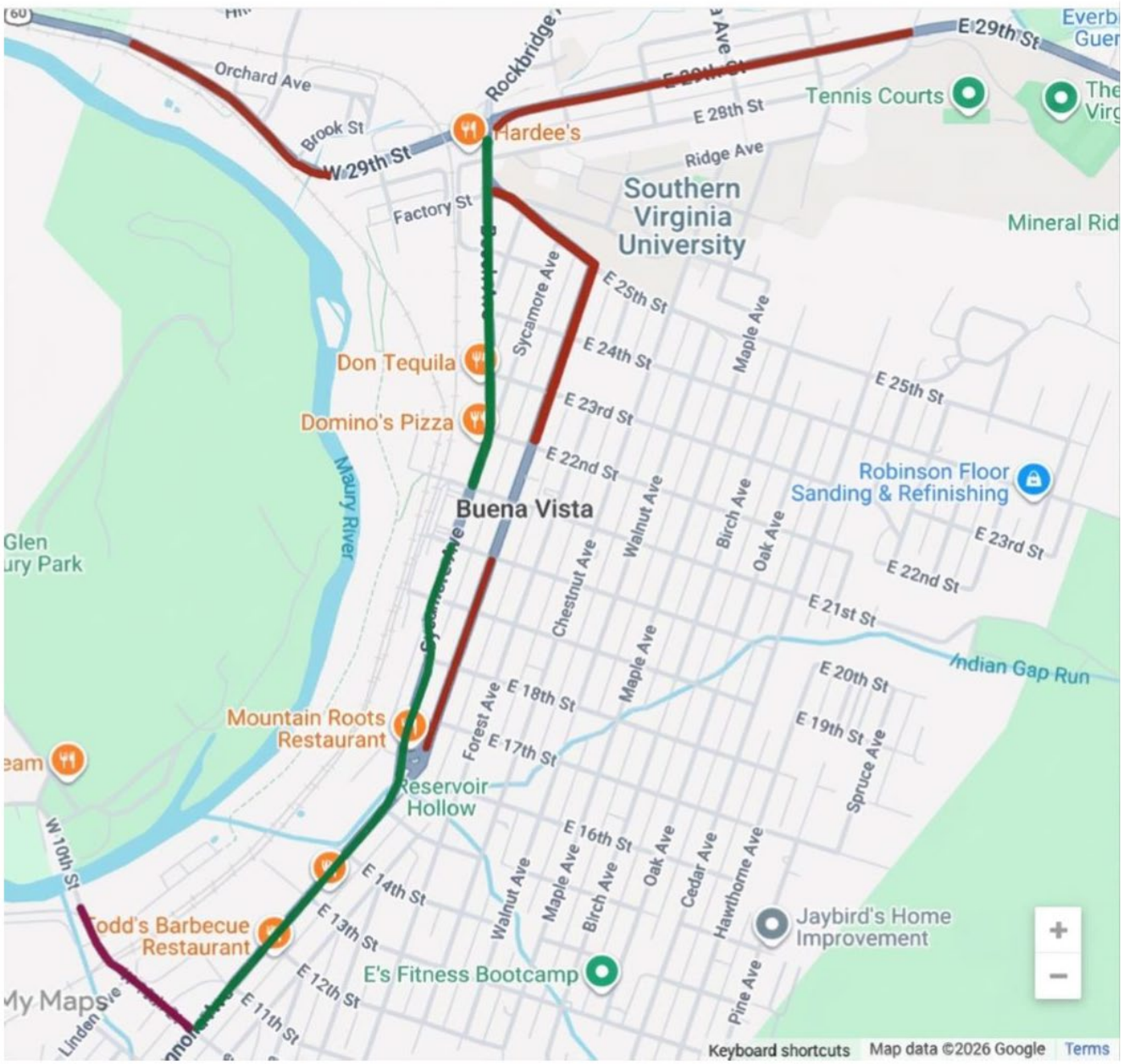
Legend

- Requested Locations
- Currently Approved

Requested Locations

- 29th Street
  Total of 32 Poles
- Magnolia Avenue
  Total of 16 Poles
- 10th Street
  Total of 4 Poles

Total # of Poles = 52
Total # Banners = 100



ROADS OF HONOR
BANNER PROGRAM
Additional Requested
Installation Locations

Legend

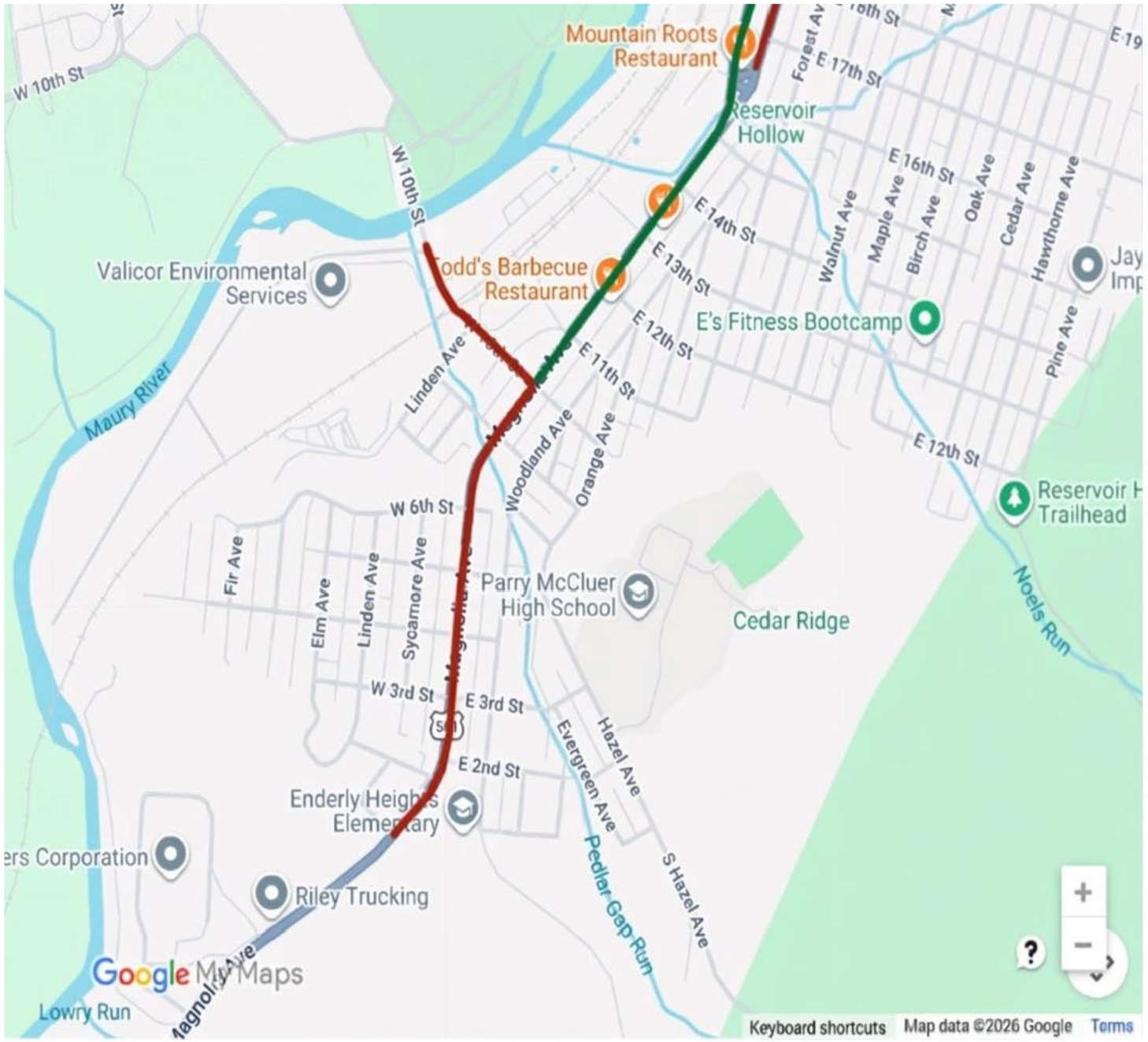
Requested Locations

Currently Approved

Requested Locations

- 29th Street
  Total of 32 Poles
- Magnolia Avenue
  Total of 16 Poles
- 10th Street
  Total of 4 Poles

Total # of Poles = 52
Total # Banners = 100



NB #3A

BUENA VISTA CITY COUNCIL

RESOLUTION

November 5, 2026

RESOLUTION OF SUPPORT FOR FY 2028 VDOT BRIDGE STATE OF GOOD REPAIR APPLICATION

WHEREAS the Bridge State of Good Repair (SGR) Program through the Virginia Department of Transportation (VDOT) provides funding to localities for transportation infrastructure projects; and

WHEREAS, the City of Buena Vista has one or more bridges eligible for SGR Program funds; and

WHEREAS the SGR Program will fund 100 percent of eligible project costs estimated at the time of award; and

THEREFORE, BE IT RESOLVED that the City Manager or his designee is hereby authorized to cause such information or materials as may be necessary to be provided to the Virginia Department of Transportation, and to enter into such agreements that may be necessary to permit formulation, approval, and funding the FY2028 Bridge State of Good Repair project.

BE IT FURTHER RESOLVED that the City of Buena Vista hereby agrees to accept all maintenance responsibilities for the permanent infrastructure constructed as part of this project, and to keep this facility reasonably open for public use for the expected useful life of the project.

_____

Jesse D. Lineberry, Mayor

Attest:

_____

Sarah M. Burch, Clerk of Council

_____

Date of Adoption

NB #3B

BUENA VISTA CITY COUNCIL

RESOLUTION

November 5, 2026

RESOLUTION OF SUPPORT FOR FY 2028 VDOT PRIMARY EXTENSION PAVING STATE OF GOOD REPAIR APPLICATION

WHEREAS the Primary Extension Paving State of Good Repair (SGR) Program through the Virginia Department of Transportation (VDOT) provides funding to localities for transportation infrastructure projects; and

WHEREAS, the City of Buena Vista has one or more primary street segments eligible for SGR Program funds; and

WHEREAS the SGR Program will fund 100 percent of eligible project costs estimated at the time of award; and

THEREFORE, BE IT RESOLVED that the City Manager or his designee is hereby authorized to cause such information or materials as may be necessary to be provided to the Virginia Department of Transportation, and to enter into such agreements that may be necessary to permit formulation, approval, and funding the FY2028 Primary Extension Paving State of Good Repair project.

BE IT FURTHER RESOLVED that the City of Buena Vista hereby agrees to accept all maintenance responsibilities for the permanent infrastructure constructed as part of this project, and to keep this facility reasonably open for public use for the expected useful life of the project.

_____

Jesse D. Lineberry, Mayor

Attest:

_____

Sarah M. Burch, Clerk of Council

_____

Date of Adoption