



City of Buena Vista City Council Regular Council Meeting, Public Hearing, & Executive Session

April 17, 2025, 6:00 PM
Council Chambers – 2039 Sycamore Avenue

The City Council for the City of Buena Vista met for a Regular Council Meeting, Public Hearing, & Executive Session on Thursday, April 17, 2025, at 6:00 p.m.

Members Present:

Mayor Tyson Cooper	
Vice-Mayor Danny Staton	Steve Webb
Michelle Poluikis	Stanley Coffey
Melvin Henson	Ronald Cash

Members Absent: None

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

Mayor Cooper called the meeting to order and delivered the opening prayer.

ADG #2: BUENA VISTA CITY COUNCIL PUBLIC HEARING

Proposed Zoning Map Amendment, Conditional Use Permit, and Right of Way Abandonment: Tax Maps 47-1-1-27-1, 47-1-E---A, and 47-1-1-27-6 through 10; 600 Block of Magnolia Avenue. The Project proposes to rezone from R3 Residential Limited to R4 Medium Density Residential for the purpose of constructing 22 townhouses and associated private driveways and parking.

Mayor Cooper opened the Public Hearing.

There being no public comment, Mayor Cooper closed the Public Hearing.

ADG #3: APPROVAL OF THE AGENDA

Councilman Webb moved to approve the agenda, seconded by Councilmember Henson, and carried by Council.

ADG #4: APPROVAL OF MINUTES FROM THE APRIL 3, 2025, REGULAR COUNCIL MEETING & PUBLIC HEARING

Motion to approve the minutes was made by Vice-Mayor Staton, seconded by Councilman Cash, and carried by Council.

ADG #5: RECOGNITION/COMMUNICATION FROM VISITORS

There was no public comment.

ADG #6: REPORTS

1. Mayor

Mayor Cooper reported that he was able to do a few things representing the City over the last couple of weeks, and the highlight for him was hosting the spelling bee at Parry McCluer Middle School.

2. City Manager

Mr. Tyree began his report with an update on the DSS site project; they broke ground this week, so we continue to see progress being made there.

Glen Maury Park is gearing up for the summer season. We are working with [radio station] 3WZ to do some live broadcasting from the pool as part of a sponsorship to help us promote the renovated pool. We are aiming to do this Memorial Day weekend.

He also mentioned that he and staff have been focusing on budget, budget, budget!

3. City Attorney

None.

4. Council Committee / Members

a. Budget & Finance

Mr. Webb reported they have held several meetings recently and have more lined up. They have done extensive research, and still have a long way to go, but are inching their way to the finish line. As he doesn't want there to be any surprises, he noted that taxes, water bills, camping and pool rates, curb and gutter pricing, and cemetery rates are all going to increase; none of our rates have been increased for years. He noted that right now we are severely behind on our pricing, so we have room to increase and still be competitive.

Mr. Tyree added that what Mr. Webb means by "behind on our pricing" is that it has been 15-20 years in some cases since some of these rates have been increased. Operational costs have increased significantly and most of these things are getting far behind where it would potentially take a major tax increase in order to continue to sustain these activities. However, in lieu of a major tax increase, the better thing to do would be to increase the rates to cover more of the operational costs.

Mrs. Poluikis noted that this process has been a real eye-opener for her, and gave kudos to Mr. Tyree, Mr. Bolster, and the rest of the city departments for working together to try to taper the gap down as much as possible and working hard to make this as minimal as possible on the community.

b. Outdoor Spaces

Mr. Henson stated that he feels like the recent Outdoor Spaces retreat was a benefit to everyone, opened up some eyes, and got folks thinking outside the box. The next tour will be on Saturday, May 17th.

c. School Facilities

None.

Mr. Henson also reported on the Arrive Alive event at PMHS on the Friday prior to Prom, and thanked the BVFD, BVPD, and BVRS for their assistance with the event. He also thanked SVU for cleaning up trash at Laurel Park. He also mentioned that the Coffee and Cars event is occurring the second Saturday of each month through October. There will be an Easter Egg Hunt at Camden Field on Friday, April 18th hosted by BVPHC and another on Saturday at Glen Maury Park. He also reminded everyone to mark their calendars for the May 3rd PMHS baseball field dedication in honor of Charlie Manuel.

5. Department Heads / Constitutional Officers / Court Clerks

None.

6. Invited Community Organizations

Bryson Adams – RARO

- Adult softball remains popular – they currently have eight teams registered so far, and registration is still open for additional teams.
- Fall registration is open through the entire month of May and families can register online or in person.
- This fall they are excited to introduce flag football to the 7-8-year-old group. Looking forward, they plan to expand that offering to the 9-10-year-old group as well, and by 2027 they plan to have a full flag football program across all age groups.
- Spring baseball and softball leagues continue to grow – Buena Vista has over 87 baseball participants and over 44 in softball; those were the numbers at the end of registration, but more kids came on after the registration deadline.
- RARO is proud to announce they will be hosting the District 12 and State 12-and-under baseball tournaments this year. These are two separate tournaments, and they will be utilizing fields in Buena Vista and Lexington. The District 12 tournament is in June, and the State 12-and-under tournament will be over the Fourth of July weekend (Wednesday-Sunday).
- They are working on getting final sponsor for a scoreboard at Secrist Field. There is a six-to-eight-week turnaround, so they are trying to get that ordered soon. They have some local folks that have donated to this, and their logos will be on there for the life of the scoreboard.
- RARO would like to thank the City, particularly Mr. Tyree and Mr. Bolster, for their continued support and partnership in developing this year's budget.

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

None.

OLD BUSINESS

None.

NEW BUSINESS

NB #1: FIRST READING OF AN ORDINANCE FOR A ZONING MAP AMENDMENT, CONDITIONAL USE PERMIT, & RIGHT OF WAY ABANDONMENT: 600 BLOCK OF MAGNOLIA AVENUE

Ms. Burch read the following Ordinances:

**Zoning Map Amendment & Conditional Use Permit
47-1-1-27-1, 47-1-E---A, and 47-1-1-27-6 through 10
600 through 800 Blocks of Magnolia Avenue**

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, the following property shall be rezoned from R3 Residential Limited to R4 Medium Density Residential, and the zoning map for the City will be amended to reflect this change; an approximately two acre area described by Tax Map ID 47-1-1-27-1, 47-1-E---A, and 47-1-1-27-6 through 10; as shown on “Exhibit A”.

BE IT FURTHER ORDAINED that, pursuant to Section 630.01-3 of the Land Development Regulations, a Conditional Use Permit shall be issued for a reduction of the minimum front setback for primary buildings to 20 feet; a reduction of the minimum side setback to ten (10) feet; and an increase in the maximum height to 40 feet.

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

**Abandonment of Public Right of Way
300’ of Alley in Block 27, Section 1**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BUENA VISTA, VIRGINIA, that in accordance with Section 15.2-2006 through 2008 of the Code of Virginia, as amended, that the public right of way described in “Exhibit A” and “Exhibit B” attached hereto, (the “Property”), shall be vacated and abandoned upon receipt of the consideration noted in “Exhibit A” and the completion of the conditions outlined below.

BE IT FURTHER ORDAINED that as a condition of the aforesaid abandonment and vacation, the City retains a perpetual easement over, under, and across the Property for the installation, maintenance, repair, or replacement of all utilities, including, but not limited to, water and sewer lines; electric; cable; telephone; and gas lines; and garbage pick-up.

BE IT FURTHER ORDAINED that this Ordinance shall be recorded in the Clerk’s Office of the Circuit Court for the City of Buena Vista, Virginia, and indexed under the names listed in “Exhibit A.”

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

Councilmember Coffey noted that at the lower end of the property there is a creek that runs straight across, and he wondered if they had checked on water runoff. Mr. Roberts stated that the site has to meet all the erosion and sediment control and stormwater management regulations, so there is a very carefully designed stormwater management system to capture runoff, and the rate of runoff will actually decrease.

Councilmember Cash asked what the trash collection protocol will be; it will be private and there will be a dumpster pad at the end of the dead end.

NB #2: PROCLAMATION FOR ARBOR DAY

Mr. Roberts presented the following Proclamation:

Arbor Day Proclamation

WHEREAS in 1972, the Nebraska Board of Agriculture established a special day to 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 trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing 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.

NOW THEREFORE BE IT PROCLAIMED that April 25th 2025 shall be celebrated as **ARBOR DAY** in the City of Buena Vista, Virginia, and all citizens are urged to support efforts to protect our trees and woodlands, and to plant trees to gladden the heart and promote the well-being of this and future generations.

Tyson T. Cooper, Mayor

Attest:

Sarah M. Burch, Clerk of Council

Date of Adoption

Councilmember Henson moved to **approve** the Proclamation, with Councilmember Cash seconding, and it was carried by Council.

Mr. Roberts added that he is planning a simple tree planting at City Hall on Arbor Day, Friday, April 25th.

NB #3: ADOPTION OF TREE BOARD BYLAWS & APPOINTMENT OF MEMBERS

Mr. Roberts recalled that he had previously mentioned to Council that we would be establishing a Tree Board, and in order to get an advisory board going, it has to have bylaws. These drafted bylaws are quite simple and talk about the purpose of the Board and general language about membership, officers, and meetings. The only officers designated are a Chair and a Secretary.

Councilmember Webb asked if this board would create an expense for the City. Mr. Roberts stated that there is no funding that will be allocated to this board, so any expenses would need to go through either the Community Development Department or Public Works and come out of an otherwise obligated line item; if there is a project to plant trees, then that would need to come out of a line item that's in the budget of one of those departments. He added that if there is a larger expense or a grant for a lot of money, that would come to City Council. Mr. Roberts also noted that the Boxerwood Cool Trees Program can fund the purchase of trees; however, once that program is finished, we will pursue grants and/or fundraise to help fund the trees. There was some further discussion around a potential tree ordinance, maintenance responsibilities once the trees are planted, and Tree Board membership guidelines.

Councilmember Webb made a motion to **approve** the bylaws, with noted membership changes, seconded by Councilmember Poluikis, and carried by Council. Ms. Burch completed a roll call vote of Council as follows:

Member	Present	Absent	Yes	No	Abstain
Councilmember Henson	X		X		
Councilmember Poluikis	X		X		
Councilmember Webb	X		X		
Councilmember Coffey	X		X		
Councilmember Cash	X		X		
Vice-Mayor Staton	X		X		
Mayor Cooper	X		X		

**A complete copy of the approved Tree Board bylaws can be found in the City Manager's Office.*

There were six applicants for the Tree Board: Krista Carter; Teresa Ellison, Samuel Hirt; Michelle Poluikis; Tim Petrie; and Ron Cash. The terms will be four year.

Vice-Mayor Staton moved to appoint all applicants to a four-year term. Councilmember Coffey seconded the motion, and it was carried by Council, with Mrs. Poluikis and Mr. Cash abstaining.

NB #4: DISCUSSION & APPROVAL OF ROCKBRIDGE REGIONAL LIBRARY CONTRACT

Mr. Tyree reported that this Agreement has been in place for many years and all parties involved have been following it, however it came to our attention that it was never fully executed. Part of the reason for that were issues with the Goshen library where things were needing to happen but did not, therefore the contract was never fully signed off on. So, now we just need to formalize the Agreement with everyone's signatures.

Councilmember Webb moved to approve the contract as presented. Councilmember Poluikis seconded the motion, and it was carried by Council. Ms. Burch completed a roll call vote of Council as follows:

Member	Present	Absent	Yes	No	Abstain
Councilmember Henson	X		X		
Councilmember Poluikis	X		X		
Councilmember Webb	X		X		
Councilmember Coffey	X		X		
Councilmember Cash	X		X		
Vice-Mayor Staton	X		X		
Mayor Cooper	X		X		

The **approved** contract is as follows:

Rockbridge Regional Library System Contract

This **CONTRACT** made and entered into this 1st day of April 2025, by and between the **ROCKBRIDGE REGIONAL LIBRARY SYSTEM BOARD OF TRUSTEES**, hereinafter “Trustees”; the **COUNTY OF ROCKBRIDGE, VIRGINIA**, hereinafter “Rockbridge”; the **COUNTY OF BATH, VIRGINIA**, hereinafter “Bath”; the **CITY OF LEXINGTON, VIRGINIA**, hereinafter “Lexington”; and the **CITY OF BUENA VISTA, VIRGINIA**, hereinafter “Buena Vista”. Rockbridge, Bath, Lexington, and Buena Vista are collectively referred to as the “Jurisdictions.” The Trustees and the Jurisdictions may be referred to herein individually as “Party” or collectively as the “Parties.”

WITNESSETH

WHEREAS the Jurisdictions recognize the need to provide a wide range of essential library services across the Region; and

WHEREAS the Jurisdictions are authorized by Title 42.1, Chapter 2, §42.1-37 of the Code of Virginia (1950, as amended) to enter into contracts to cooperatively and efficiently utilize their powers to mutual advantage in providing services and facilities that will accord best with geographic, economic, population, and other factors influencing the needs and development of the Region encompassed by the counties of Rockbridge and Bath, and the cities of Lexington and Buena Vista; and

WHEREAS the Parties agree that a cooperative regional approach to library services without regard to political or governmental boundaries is necessary in order to promote and protect the public health, welfare, and convenience of the citizens of the Region; and

WHEREAS the Jurisdictions entered into separate but similar Contracts with the Trustees in the 1980s for the provision of regional library services; and

WHEREAS the Trustees and Jurisdiction agree that this updated, consolidated Contract will supersede and replace all previous agreements between the Trustees and Jurisdictions, individually or collectively; and

WHEREAS each of the Jurisdictions has determined that each Jurisdiction’s entry into this cooperative arrangement will enable the continued provision of library services which would otherwise be unavailable under current and future anticipated funding mechanisms.

NOW THEREFORE, for an in consideration of the mutual benefits to flow to the Jurisdictions and the citizens thereof, and in consideration of the mutual covenants herein contained, the Parties

hereby agree as follows:

I. EFFECTIVE DATE

The effective date of this Contract shall be the 1st day of April 2025. This Contract shall supersede and replace all prior agreements, or amendments thereto, regarding the same subject matter between any of the Parties hereto, individually or collectively.

II. TERM

The initial term of this Contract shall be for five (5) years, commencing on April 1, 2025, and ending on March 30, 2030, (the "Initial Term"). The Initial Term shall automatically extend for up to four (4) additional terms of five (5) years each (each, a "Renewal Term"), if not terminated by the Parties. Should one Jurisdiction withdraw from participation in this Contract in accordance with the provisions of Article IV hereof, the Contract shall remain in full force and effect between the remaining Parties.

III. GENERAL PROVISIONS

1. Rockbridge Regional Library System (the "System") shall operate as a regional library provided in Title 42.1, Chapter 2, §42.1-37 through §42.1-42 of the Code of Virginia (1950, as amended), and shall be governed by the Regional Library Board of Trustees (the "Trustees"). The Trustees shall adopt bylaws, policies, rules and regulations for their own guidance and for the government of free public library system, as may be periodically updated and provided to the Jurisdictions; subject, however, to the condition that the bylaws, policies, rules and regulations shall not be in conflict with the state code or the terms of this Contract.
2. The Rockbridge Regional Library System currently includes the Headquarters Library, the Glasgow Library, the Goshen Library, the Bath Library, the Buena Vista Library, the Bookmobile, and any additional existing or future assets of the System.
3. Ownership of the Headquarters Library and the Glasgow Library buildings and building fixtures shall continue to be vested in the Trustees. Buena Vista and Bath shall continue to provide and maintain the Buena Vista Library and the Bath Library buildings and fixtures, respectively, or at least comparable buildings and fixtures at a reasonable convenient alternative location, for the Trustees' use in the System. The Goshen Library shall be operated and maintained in accordance with a lease agreement, dated October 10, 2022, between the owner and the Trustees, a copy of which is attached hereto as "Exhibit A".
4. The management and control of the System shall be vested in the Trustees, created and appointed pursuant to Va. Code §42.1-39 (1950, as amended). The Board of Trustees shall consist of twelve (12) members, with three (3) members appointed by each Jurisdiction for a term of four (4) years. Existing Trustees shall continue to serve on the Regional Library Board of Trustees for their respective previously appointed terms, with new or reappointments made at the end of each term. Trustees as in effect on the date of this Contract are represented in "Exhibit B."
5. The Trustees shall operate and shall be vested with the powers and subject to the limitations according to the laws governing regional library boards generally; §42.1-39, §42.1-40, and §42.1-41 of the Code of Virginia (1950, as amended).
6. The Trustee's policies, formulated on the recommendation of its members and the Library Director, shall govern the selection and distribution of library books, periodicals, and other

library materials; the programs of the library; the use of public meeting rooms; and every other question of service, policies, or expenditures within the limits of annual appropriations.

7. In accordance with Va. Code §42.1-41, all funds of the System shall be in the custody of the Treasurer of the Rockbridge Regional Library, who shall be bonded for an amounts to be determined by the Trustees; the Trustees may authorize the Treasurer to pay bond premiums from state aid library funds. Funds shall be expended only for the library services contracted herein, and for no other purpose.
8. Each year by January 31, the Trustees shall comply with the provisions of Va. Code §42.1-41 (1950, as amended) and shall submit to the Jurisdictions, at a minimum: (i) an independent audit for the prior fiscal year; (ii) a five-year Capital Improvement Plan, with specification of prioritized Capital needs, description of the project(s), estimated Capital Costs, estimated operating costs associated with the project(s), and a financing plan detailing the recommended source(s) of funding; and (iii) a projected Operational budget for the upcoming fiscal year, showing anticipated Operating Costs and Operating Revenue, for consideration by the Jurisdictions, subject to appropriation funding by government bodies. If one or more of the Jurisdictions do not approve the Library System budget or do not approve the amount represented by its percentage of same as set forth in Section III, Paragraph 9 by May 1st of the current year, all Parties shall designate one (1) or more representative to meet prior to May 15th in attempt to resolve the issue. If agreement is not reached by June 15th, the Localities agree to pay the budgeted costs for the upcoming fiscal year, provided that the objecting Jurisdiction(s) may elect to receive reduced services as agreed by the Jurisdiction and Trustees including, but not limited to, reduced hours and/or days opened, provided there is no adverse impact to the other Jurisdiction(s), or to serve all Parties written notice of intent to terminate participation in the System in accordance with Section IV of this Contract.

For purposes of this Contract, the following capitalized terms shall have the following meanings:

- (a) *Capital Costs*: Capital Costs, and depreciation applied hereto, are costs or expenditures for acquisition, rent, construction, replacement, upgrade, or improvement (other than routine repair and maintenance) of Capital Assets, which shall include land, buildings, structures, infrastructure, installations of a permanent nature, motor vehicles, office machinery (including computers), equipment and parts (herein referred to as “Capital Assets”), any of which have a useful life under ordinary circumstances of a period in excess of one (1) year, and a cost which exceeds \$5,000. Any cost or expenditure that does no more than return a Capital Asset to its original condition, regardless of amount, shall be deemed repair and maintenance and be classified as an Operating Cost. When a cost or expenditure increases the Capital Asset’s utility through increased capacity or serviceability, or extends its useful life, the expenditure shall be classified as a Capital Cost. Expenses incurred for study, planning, design, or other special or professional services in connection with the acquisition or construction of a capital improvement or other capital expense shall be deemed a Capital Cost. In the event that any expense is questioned by any Party, the inquiry shall be referred to the Independent Auditor for the Library System for determination.
- (b) *Operating Costs*: Operating Costs shall mean net operating costs for the Library System, excluding from gross operating cost any revenues, donations, user fees and fines, grants, state aid, or reimbursements from any source. In computing operating costs, no new Capital Costs or depreciation shall be considered. Operating Costs will include, where applicable,

the following expenditures:

- (1) Wages and salaries, including Employer's Social Security contributions, Workers' Compensation, unemployment contributions, if any, and fringe benefits paid by the System.
 - (2) Administrative costs, not chargeable under any other category.
 - (3) Insurance, including, but not necessarily limited to, fire, windstorm and other casualty, and all categories of liability insurance.
 - (4) Routine maintenance and repair of Capital Assets, not classified as a Capital Cost.
 - (5) Utilities including, but not limited to, communications, electrical, gas, water and sewer.
 - (6) Equipment and equipment leasing.
 - (7) Supplies.
 - (8) Library books, periodicals, publications, on-line access fees, and other materials made available for use by the public.
9. Each Jurisdiction shall, subject to appropriation by its governing body, contribute for the following fiscal year a proportionate share of the operational budget approved by the Jurisdictions that is in the same proportion as its jurisdictional population bears to the total population of the Jurisdictions served by the System, according to the Virginia population data most recently reported by the Weldon Cooper Center for Public Service. The Jurisdictions shall transfer all moneys appropriated or collected for the System to the Library Treasurer at least quarterly.
10. The Jurisdictions shall collectively provide aggregate appropriations sufficient to meet the minimum requirements of the State in order for the System to qualify for State Aid funding, subject to the provisions of Section III.8 and III.9, and provided that all funding for the System is subject to annual appropriation by the governing body of each Jurisdiction and no Jurisdiction shall be required to contribute the proportionate share of any other Jurisdiction.

IV. TERMINATION

1. Any Jurisdiction may withdraw from its participation in the Rockbridge Regional Library System pursuant to this Contract upon expiration of the Initial Term or any Renewal Term, by providing all other Parties no less than two (2) years' advance written notice of intent to withdraw as of the end of the Initial or Renewal Term, except as provided for in Section III, Paragraph 8 of this Contract, or unless the remaining Jurisdictions consent to earlier withdrawal in writing.
2. In the event any Jurisdiction determines to withdraw from the System under this Contract, pursuant to Section III, Paragraph 8 or Section IV, Paragraph 1, it shall be provided by Va. Code §42.1-42 (1950, as amended); in such event, any and all real property, monetary assets, and personalty, such as computers, equipment, furniture, books, vehicles, or any other library materials shall remain the property of System through its Trustees.
3. If a Jurisdiction withdraws from the System as provided herein or fails to appropriate or pay its proportionate share of funding for the System in accordance with Section III, Paragraphs 8 and 9 of this Contract, the Trustees shall cease the provision of library services within that Jurisdiction upon the effective date of the withdrawal or failure to appropriate or pay its proportionate share. Termination of participation by one Jurisdiction shall not automatically terminate participation by other Parties.

4. In the event that all of the Jurisdictions determine to withdraw from the System under this Contract, the Trustees agree to distribute all personalty, such as computers, equipment, furniture, books, vehicles, or any other library materials, as well as any remaining uncommitted monetary assets, to each Jurisdiction in the same proportion as its jurisdictional population bears to the total population of the Jurisdiction served by the System according to the Virginia population data most recently reported by the Weldon Cooper Center for Public Service; or by separate agreement, if approved by the governing bodies of each participating Jurisdiction. In the event that all Jurisdictions withdraw from the System, the Trustees further agree that its real estate and improvements, or any leasehold interest therein, will be transferred to an entity or Jurisdiction that will continue to provide free public library services for the citizens of the currently served Region, and such real property will be restricted to use for such purposes.

V. MISCELLANEOUS

- A. **Assignment.** This Contract may not be assigned or transferred by any Party without the express written consent of all other Parties.
- B. **Entire Agreement.** This Contract constitutes the entire agreement between the Parties relating to its subject matter and shall govern the respective duties and obligations of the Parties.
- C. **Effect; Modification.** The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective Parties hereto, subject to appropriations by the governing bodies of each of the Jurisdictions and provided that nothing contained herein shall be deemed a pledge of the Jurisdictions' full faith and credit. This Contract may be modified only by written amendment executed on behalf of each of the Parties hereto.
- D. **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia. Any portion of this agreement, which may be declared invalid by any court of record or become so by operation of law, shall render this entire agreement invalid.
- E. **Counterparts.** This Contract may be executed in five (5) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

VI. APPROVAL

The terms and provisions of this Contract were approved by the Parties hereto and execution of this Contract by the signatories on behalf of each Party was authorized on the specified dates of approval.

IN WITNESS, WHEREOF, the Board of Supervisors of Rockbridge County, the Board of Supervisors of Bath County, the City Council of Lexington, and the City Council of Buena Vista, and the Rockbridge Regional Library Board of Trustees have entered into this Contract and have caused it to be executed by their duly authorized officers.

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EXECUTIVE SESSION

According to Section 2.2-3711(A)(3) of the 1950 Code of Virginia, as amended, for the purpose of discussing the possible disposition of publicly held real property where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the

City, as a price for the possible disposition of publicly owned property has not been determined.

On motion by Councilmember Henson, seconded by Councilmember Cash, City Council convened in Executive Session.

RETURN TO REGULAR SESSION:

On motion by Councilmember Henson, seconded by Vice-Mayor Staton, and carried by Council, City Council returned to the regular meeting with the following certification:

CERTIFICATION OF EXECUTIVE MEETING

WHEREAS the Buena Vista City Council has convened an Executive Meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia 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 Henson ✓

Councilmember Poluikis ✓

Councilmember Webb ✓

Councilmember Coffey ✓

Councilmember Cash ✓

Vice-Mayor Staton ✓

Mayor Cooper ✓

AYES – 7 NAYS – 0

MEMBERS ABSENT DURING VOTE: None

MEMBERS ABSENT DURING MEETING: None

Sarah M. Burch, Clerk of Council

ADJOURNMENT

There being no further business, the meeting was adjourned.

Sarah M. Burch, Clerk of Council

Tyson T. Cooper, Mayor