

Tristan Harris, Mayor  
Chris Witt, Vice Mayor  
James Manspile  
Marlon Rickman  
James Eubank



**Buchanan Town Council**  
**Monday, April 10, 2023**  
**Regular Meeting 7:00 p.m.**  
**Council Chambers**  
**19753 Main Street**  
**Buchanan, VA 24066**

Conference call-in option: 701-802-5423 Access Code:3474425

## **AGENDA**

### **A. ROLL CALL AND ESTABLISHMENT OF QUORUM**

### **B. MOMENT OF SILENCE**

### **C. PLEDGE OF ALLEGIANCE TO THE U.S. FLAG**

### **D. CONSENT AGENDA**

1. Financial Reports March 2023
2. Approval of Paid Bills
3. Minutes from February 13, 2023 Regular Council Meeting, March 9, 2023 Work Session, and March 13, 2023 Regular Council Meeting.

### **E. AWARDS, RECOGNITIONS AND PRESENTATIONS**

### **F. CITIZEN COMMENTS AND PETITIONS REGARDING AGENDA ITEMS –**

**This time is reserved for comments and questions for issues listed on the agenda. Comments should be directed to Council.**

### **G. NEW BUSINESS / ACTION ITEMS / PUBLIC HEARINGS**

1. Resolution R23-0410-10: A Resolution Authorizing Application for a Virginia Brownfields Assessment Fund (VBAF) Planning Grant for the Assessment and Remediation of the Former Buchanan High School Site at 55 Bedford Street.

Action: Vote to Approve

2. Authorize Expansion of Town sanctioned Farmers Market Event Schedule to include:

Farmers Market Honey Festival on August 19, 2023

Farmers Market Tomato Festival on July 29, 2023

Farmers Market Flower Festival on June 3, 2023

Action: Vote to Approve

3. Resolution R23-0410-11: A Resolution Authorizing Contracting with Stantec Consulting to Provide Professional Services for the Completion of a Community Flood Preparedness Resilience Plan for the Town of Buchanan.

Action: Vote to Approve

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4. San Mar Co - Conditional Use Permit

Placement of 12,000 gallon above ground Diesel Tank at second location for Sandra's Marking Co.

[Recommendation to approve by Planning Commission]

Action: Vote to Approve

5. Generator for Well No. 1/ Cost \$60,000

ARPA Funding

Action: Vote to approve purchase and installation

6. Grant Application

Real Estate Investment Grants Program (ARPA)

Electric Sliding Glass Door. Total Cost-\$9,207/ Grant amount \$4,603.50

[Recommendation to Approve by Planning Commission]

By Robert Bankert/ Treknas Properties (Former Mt Joy Hardware)

Action: Vote to approve

7. Health Insurance

Approve policy that Town of Buchanan employee health insurance cost coverage shall be 100% for each employee and 50% for spouse and family.

Action: Vote to approve

**H. Reports**

1. Staff Monthly Reports

- i. Town Clerk
- ii. Community Planner
- iii. Public Works
- iv. Town Treasurer
- v. Town Manager

**I. CITIZEN COMMENTS AND PETITIONS REGARDING NON-AGENDA**

**ITEMS**– This time is reserved for comments and questions for issues not listed on agenda. Comment should be directed to Council.

**J. ADDITIONAL COMMENTS**

Tristan Harris, Mayor  
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#### **K. UPCOMING MEETINGS AND EVENTS**

- **Town Clean Up** - Saturday, April 15, 2023 from 8:00 - 2:00 - Town Park Parking Lot
- **FSWVA Farmer's Market** - Wednesday, April 26, 2023 - 2:00-3:30 - Resource Center
- **Civil War Weekend** - April 28,29,30, 2023 - Buchanan Town Park
- **Planning Commission** - Monday, May 1, 2023 - 7:00pm - Town Hall
- **Leap Mobile Market** - Wednesday, May 3, 2023 - 1:30 - 2:30 - Resource Center
- **Work Session** - Thursday, May 4, 2023 - 7:00pm - Town Hall
- **Garden Festival** - Saturday, May 6, 2023 - 10:00 - 4:00 - Town Park behind the Community House
- **Town Council Meeting** - Monday, May 8, 2023 - 7:00pm - Town Hall

#### **L. ADJOURNMENT**

## Town of Buchanan, Virginia

## Balance Sheet

As of March 31, 2023

	Mar 31, 23
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
10050 Town Events	5.97
10010 Buchanan General Fund	351,707.39
10030 Change Funds	100.00
10040 Town Beautification Fund	9,104.03
10500 Certificates of Deposit	1,668,910.95
<b>Total Checking/Savings</b>	<b>2,029,828.34</b>
Accounts Receivable	
Prepaid Taxes	-750.12
11001 General AR Billed	3,977.48
Property Taxes Receivable	26,265.30
WSG Receivable	65,509.78
<b>Total Accounts Receivable</b>	<b>95,002.44</b>
<b>Other Current Assets</b>	
11012 Due from State/Fed Sewer	11,486.00
11200 Prepaid Items	105,112.07
11000 Acct Receivable General	33,054.00
11010 Due from State/Fed Gen	6,958.64
11099 NSF Checks Receivable	25.25
11100 Water, Sewer, Garbage AR	18,805.14
11109 Allowance - Wat/Sew/Garba	-10,142.23
Allowance-Property Taxes	-525.60
Undeposited Funds	5,243.01
<b>Total Other Current Assets</b>	<b>170,016.28</b>
<b>Total Current Assets</b>	<b>2,294,847.06</b>
<b>Fixed Assets</b>	
13000 Property, Plant, Equip	8,223,426.94
<b>Total Fixed Assets</b>	<b>8,223,426.94</b>
<b>TOTAL ASSETS</b>	<b>10,518,274.00</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
20000 Accounts Payable	-766.54
<b>Total Accounts Payable</b>	<b>-766.54</b>
<b>Other Current Liabilities</b>	
22299 Def Rev - ARPA	349,861.50
21161 Accrued Payroll - Water	406.46
21160 Accrued Payroll - General	12,617.66
22000 Customer Deposits	25,581.31
23000 Payroll Liabilities	9,052.28
25200 Accrued Interest Payable	387.14
Deferred Taxes Receivable	33,529.96
Vandalism Reward Funds	12.89
<b>Total Other Current Liabilities</b>	<b>431,449.20</b>
<b>Total Current Liabilities</b>	<b>430,682.66</b>
<b>Long Term Liabilities</b>	
26300 Sewer Long Term Loans	18,266.92

**Town of Buchanan, Virginia**  
**Balance Sheet**  
**As of March 31, 2023**

	<b>Mar 31, 23</b>
26200 Water Long Term Loans	4,069,293.86
Total Long Term Liabilities	4,087,560.78
Total Liabilities	4,518,243.44
Equity	
30100 General Fund Balance	723,927.11
30200 Water Retained Earnings	4,531,808.00
30300 Sewer Retained Earnings	171,825.05
30400 Carnival Fund Balance	148,135.89
Retained Earnings	113,841.32
Net Income	310,493.19
Total Equity	6,000,030.56
TOTAL LIABILITIES & EQUITY	10,518,274.00

# Town of Buchanan, Virginia

## (GF) Profit & Loss Budget Performance

### March 2023

	Mar 23	Budget	Jul '22 - Mar 23	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
Returned Check Charges	0.00	0.00	35.00	0.00	0.00
3100000 Local Revenue					
3110000 General Property Taxes					
3110100 Real Property Taxes	1,152.35	12,500.00	130,052.35	112,500.00	150,000.00
3110101 Current Taxes	0.00	333.34	744.51	3,000.00	4,000.00
3110102 Delinquent Taxes					
Total 3110100 Real Property Taxes	1,152.35	12,833.34	130,796.86	115,500.00	154,000.00
3110300 Personal Property Taxes					
3110301 Current Taxes	25.56	1,291.66	25,725.50	11,624.94	15,500.00
3110302 Delinquent Taxes	0.00	4.16	0.77	37.44	50.00
Total 3110300 Personal Property Taxes	25.56	1,295.82	25,726.27	11,662.38	15,550.00
3110600 Penalties & Interest					
3110601 Penalties & Interest	151.17	166.66	1,477.62	1,499.94	2,000.00
Total 3110600 Penalties & Interest	151.17	166.66	1,477.62	1,499.94	2,000.00
Total 3110000 General Property Taxes	1,329.08	14,295.82	158,000.75	128,662.32	171,550.00
3120000 Other Local Taxes					
3120100 Local Sales & Use Taxes	5,618.91	4,250.00	55,551.90	38,250.00	51,000.00
3120200 Consumer Utility Taxes	2,384.31	1,916.66	18,613.53	17,249.94	23,000.00
3120210 Consumption Tax	485.79	291.66	3,002.07	2,624.94	3,500.00
3120300 Business License Taxes	652.47	3,541.66	40,945.85	31,874.94	42,500.00
3120500 Vehicle Fees	0.00	1,166.66	0.00	10,499.94	14,000.00
3120600 Bank Franchise Fees	0.00	4,750.00	0.00	42,750.00	57,000.00
3121000 Occupancy Tax	586.25	333.33	5,241.71	2,999.97	4,000.00
3121100 Meals Taxes	1,508.59	2,083.33	23,585.66	18,749.97	25,000.00
Total 3120000 Other Local Taxes	11,236.32	18,333.30	146,940.72	164,999.70	220,000.00
3130000 Permits/Fees/Reg Lic					
3130307 Zoning Permits	0.00	20.83	100.00	187.47	250.00
3130308 Building Permits	150.00	0.00	600.00	0.00	0.00
3130309 Sign Permits	0.00	8.33	0.00	74.97	100.00
3130310 Special Use Permit	0.00	8.33	0.00	74.97	100.00
Total 3130000 Permits/Fees/Reg Lic	150.00	37.49	700.00	337.41	450.00
3140000 Fines and Forfeitures					
3140102 Property Leins	57.91	125.00	3,209.52	1,125.00	1,500.00
3140103 Zoning Violations	0.00	41.66	1,350.00	374.94	500.00
Total 3140000 Fines and Forfeitures	57.91	166.66	4,559.52	1,499.94	2,000.00

# Town of Buchanan, Virginia

## (GF) Profit & Loss Budget Performance

### March 2023

	Mar 23	Budget	Jul '22 - Mar 23	YTD Budget	Annual Budget
3150000 Rev-Use of Money/Prop					
3150100 Interest Income	0.00	250.00	-26.58	2,250.00	3,000.00
3150200 Rental Income	330.00	83.33	1,175.00	749.97	1,000.00
<b>Total 3150000 Rev-Use of Money/Prop</b>	<b>330.00</b>	<b>333.33</b>	<b>1,148.42</b>	<b>2,999.97</b>	<b>4,000.00</b>
3160000 Charges for Services					
3165000 Charge Enterprise Svcs					
3165100 Water Revenues	-103.00		-203.00		
3165110 Water Services	0.00		6,900.00		
3165190 Water Hook Up Fees					
<b>Total 3165100 Water Revenues</b>	<b>-103.00</b>		<b>6,697.00</b>		
3165200 Sewer Revenues					
3165290 Sewer Hook Up Fees	0.00		4,700.00		
<b>Total 3165200 Sewer Revenues</b>	<b>0.00</b>		<b>4,700.00</b>		
3165300 Garbage Fees					
3165310 Garbage Collection Fee	8,362.50	8,250.50	74,793.50	74,254.50	99,006.00
<b>Total 3165300 Garbage Fees</b>	<b>8,362.50</b>	<b>8,250.50</b>	<b>74,793.50</b>	<b>74,254.50</b>	<b>99,006.00</b>
<b>Total 3165000 Charge Enterprise Svcs</b>	<b>8,259.50</b>	<b>8,250.50</b>	<b>86,190.50</b>	<b>74,254.50</b>	<b>99,006.00</b>
<b>Total 3160000 Charges for Services</b>	<b>8,259.50</b>	<b>8,250.50</b>	<b>86,190.50</b>	<b>74,254.50</b>	<b>99,006.00</b>
3180000 Miscellaneous Revenue					
3189929 Christmas Mkt.	0.00	416.66	1,714.00	3,749.94	5,000.00
3189926 Christmas Parade	0.00	41.66	0.00	374.94	500.00
3189925 Mountain Magic	225.00	708.33	10,962.00	6,374.97	8,500.00
3189924 Botetourt Co. Fair	0.00	16.66	1,361.00	149.94	200.00
3189922 Pork by the James	0.00	708.33	0.00	6,374.97	8,500.00
3189921 Reggae by the River	0.00	1,166.66	8,760.00	10,499.94	14,000.00
3189920 Bot.Co.Fishing Carnival	0.00	8.33	0.00	74.97	100.00
3189919 LEU Police Bicycle Tour	0.00	4.16	0.00	37.44	50.00
3189918 Buchanan Garden Festival	300.00	166.66	430.00	1,499.94	2,000.00
3189917 CivilWar History Weeked	1,195.00	208.33	1,700.00	1,874.97	2,500.00
3189916 Easter Egg Hunt	0.00	25.00	0.00	225.00	300.00
3189905 Overage/Shortage	0.00		0.00	0.00	0.00
3189904 Other	154.00	83.33	7,190.06	749.97	1,000.00
<b>Miscellaneous Revenue</b>					
3189903 Gifts and Donations	300.00	83.33	2,222.00	749.97	1,000.00
3189910 Arbor Day Donations	1,830.00	83.33	1,830.00	749.97	1,000.00
3189911 Event Fees	0.00	8.33	7,876.00	74.97	100.00
3189912 Carnival Proceeds	280.00	6,250.00	155,259.93	56,250.00	75,000.00
<b>3189999 Overpayments</b>	<b>0.00</b>		<b>18.95</b>	<b>0.00</b>	<b>0.00</b>

# Town of Buchanan, Virginia

## (GF) Profit & Loss Budget Performance

### March 2023

	Mar 23	Budget	Jul '22 - Mar 23	YTD Budget	Annual Budget
Total Miscellaneous Revenue	2,410.00	6,424.99	167,206.88	57,824.91	77,100.00
Total 3180000 Miscellaneous Revenue	4,284.00	9,979.10	199,323.94	89,811.90	119,750.00
Total 3100000 Local Revenue	25,646.81	51,396.20	596,863.85	462,565.74	616,756.00
3200000 Rev from Commonwealth					
3220000 Non-Categorical Aid					
3220112 VA Comm of the Arts	0.00	0.00	0.00	0.00	0.00
3220112 VA Comm of the Arts	0.00	0.00	0.00	0.00	0.00
3220111 Car Rental Tax	0.00	0.00	335.52	0.00	0.00
3220150 Communications Tax	0.00	189.58	1,165.74	1,706.22	2,275.00
3220107 Rolling Stock Taxes	0.00	270.83	3,251.04	2,437.47	3,250.00
3220108 HB599 Aid Local Police	0.00	2,740.66	18,080.00	24,665.94	32,888.00
3220109 PPTRA-Car Tax Relief	0.00	967.33	11,608.54	8,705.97	11,608.00
Total 3220000 Non-Categorical Aid	0.00	4,168.40	34,440.84	37,515.60	50,021.00
3240000 Categorical Aid					
3240420 Corona Rec Fu / ARPA	0.00	38,873.50	466,482.00	349,861.50	466,482.00
3240701 VA Commission Arts Grt	0.00	333.33	0.00	2,999.97	4,000.00
3240101 Fire Programs Funds	0.00	1,250.00	0.00	11,250.00	15,000.00
3240000 Categorical Aid - Other	0.00	0.00	0.00	0.00	0.00
Total 3240000 Categorical Aid	0.00	40,456.83	466,482.00	364,111.47	485,482.00
Total 3200000 Rev from Commonwealth	0.00	44,625.23	500,922.84	401,627.07	535,503.00
3300000 Rev from Federal Gov't					
3330000 Categorical Aid					
3330210 Fed Forest Land Mgmt	0.00	117.00	0.00	1,053.00	1,404.00
Total 3330000 Categorical Aid	0.00	117.00	0.00	1,053.00	1,404.00
Total 3300000 Rev from Federal Gov't	0.00	117.00	0.00	1,053.00	1,404.00
3410000 Non-Revenue Receipts					
3410100 Insurance Recovery	0.00		0.00	0.00	0.00
Total 3410000 Non-Revenue Receipts	0.00		0.00	0.00	0.00
3410500 Interfund Transfers					
3410503 Transfer fr Sewer Fund	0.00	1,354.16	0.00	12,187.52	16,250.00
3410501 Transfers fr General Fd	0.00	0.00	0.00	0.00	0.00
3410502 Transfer fr Water Fund	0.00	1,354.16	0.00	12,187.52	16,250.00
Total 3410500 Interfund Transfers	0.00	2,708.32	0.00	24,375.04	32,500.00
Total Income	25,646.81	98,846.75	1,097,821.69	889,620.85	1,186,163.00



# Town of Buchanan, Virginia

## (GF) Profit & Loss Budget Performance

### March 2023

	Mar 23	Budget	Jul '22 - Mar 23	YTD Budget	Annual Budget
<b>Gross Profit</b>	25,646.81	98,846.75	1,097,821.69	889,620.85	1,186,163.00
<b>Expense</b>					
Bank Service Charges					
01 General Government Admin					
001 Legislative	0.00		113.45		
11110 Town Council					
1100 Salaries	420.00	420.83	3,890.80	3,787.47	5,050.00
3600 Advertising	0.00	187.50	1,149.38	1,687.50	2,250.00
5540 Convention & Education	0.00	20.83	3,014.84	187.47	250.00
5600 Mileage Reimbursement	0.00	20.83	0.00	187.47	250.00
5800 Miscellaneous Expense	0.00	20.83	63.52	187.47	250.00
5810 Dues and Memberships	0.00	208.33	91.00	1,874.97	2,500.00
<b>Total 11110 Town Council</b>	<b>420.00</b>	<b>879.15</b>	<b>8,209.54</b>	<b>7,912.35</b>	<b>10,550.00</b>
<b>Total 001 Legislative</b>	<b>420.00</b>	<b>879.15</b>	<b>8,209.54</b>	<b>7,912.35</b>	<b>10,550.00</b>
<b>Total 01 General Government Admin</b>	<b>420.00</b>	<b>879.15</b>	<b>8,209.54</b>	<b>7,912.35</b>	<b>10,550.00</b>
<b>02 General &amp; Financial Admin</b>					
12210 Legal Services	1,920.00	2,083.33	24,189.14	18,749.97	25,000.00
3100 Professional Services					
<b>Total 12210 Legal Services</b>	<b>1,920.00</b>	<b>2,083.33</b>	<b>24,189.14</b>	<b>18,749.97</b>	<b>25,000.00</b>
<b>12240 Independent Auditor</b>					
3100 Professional Services	0.00	1,112.50	14,050.00	10,012.50	13,350.00
<b>Total 12240 Independent Auditor</b>	<b>0.00</b>	<b>1,112.50</b>	<b>14,050.00</b>	<b>10,012.50</b>	<b>13,350.00</b>
<b>12410 Clerk-Treasurer</b>					
3140 ARPA Exp - General	37,501.00		37,501.00		
1100 Salaries	6,636.56	7,083.33	55,701.98	63,750.01	85,000.00
1110 Overtime	146.28	83.33	4,923.78	749.97	1,000.00
1120 Bonus	0.00		6,700.00	0.00	0.00
2100 FICA/Medicare Tax	1,679.60	1,250.00	16,579.53	11,250.00	15,000.00
2110 Virginia Unemployment Ins	13.20	50.00	704.72	450.00	600.00
2210 IRA Contribution	0.00		0.00	0.00	0.00
2212 Retirement	474.88	0.00	3,763.53	0.00	0.00
2213 VRS VLDP	0.00	270.83	653.37	2,437.47	3,250.00
2300 Health Insurance	1,694.00	1,694.00	13,552.00	15,246.00	20,328.00
3120 Accounting Services	0.00	1,250.00	13,593.06	11,250.00	15,000.00
3130 Bank Service Charges	0.00	58.33	427.68	524.97	700.00
3500 Printing and Binding	44.00	125.00	3,594.93	1,125.00	1,500.00
3600 Advertising	0.00	41.66	-270.00	374.94	500.00
5210 Postal Services	0.00	270.83	2,020.65	2,437.47	3,250.00
5230 Telecommunications	428.22	258.33	2,445.61	2,324.97	3,100.00
5401 Copy Machine Rental	210.97	250.00	2,157.01	2,250.00	3,000.00

# Town of Buchanan, Virginia

## (GF) Profit & Loss Budget Performance

### March 2023

	Mar 23	Budget	Jul '22 - Mar 23	YTD Budget	Annual Budget
5600 Mileage Reimbursement	0.00	16.66	317.51	149.94	200.00
5800 Miscellaneous Expense	0.00	0.00	27,021.00	0.00	0.00
5810 Dues and Memberships	0.00	25.00	179.00	225.00	300.00
6001 Office Supplies	400.87	375.00	5,262.22	3,375.00	4,500.00
<b>Total 12410 Clerk-Treasurer</b>	<b>49,229.58</b>	<b>13,102.30</b>	<b>196,828.58</b>	<b>117,920.74</b>	<b>157,228.00</b>
12510 Town Manager					
1100 Salaries	9,088.45	5,208.34	62,545.18	46,874.99	62,500.00
1120 Bonus	0.00	0.00	2,000.00	0.00	0.00
2212 Retirement	0.00	0.00	1,405.44	0.00	0.00
2213 VRS VLDP	0.00	166.66	0.00	1,499.94	2,000.00
2300 Health Insurance	3,811.50	847.00	8,893.50	7,623.00	10,164.00
5600 Mileage Reimbursement	0.00	37.50	777.32	337.50	450.00
5800 Miscellaneous Expense	0.00	41.66	134.34	374.94	500.00
5810 Dues and Memberships	0.00	75.00	250.00	675.00	900.00
<b>Total 12510 Town Manager</b>	<b>12,899.95</b>	<b>6,376.16</b>	<b>76,005.78</b>	<b>57,385.37</b>	<b>76,514.00</b>
<b>Total 02 General &amp; Financial Admin</b>	<b>64,049.53</b>	<b>22,674.29</b>	<b>311,073.50</b>	<b>204,068.58</b>	<b>272,092.00</b>
03 Public Safety					
001 Law Enforcement					
31100 Police Department					
3840 Purch of Svc from County	2,917.00		8,750.00		
31100 Police Department - Other	0.00	2,916.66	17,500.00	26,249.94	35,000.00
<b>Total 31100 Police Department</b>	<b>2,917.00</b>	<b>2,916.66</b>	<b>26,250.00</b>	<b>26,249.94</b>	<b>35,000.00</b>
<b>Total 001 Law Enforcement</b>	<b>2,917.00</b>	<b>2,916.66</b>	<b>26,250.00</b>	<b>26,249.94</b>	<b>35,000.00</b>
002 Fire & Rescue Services					
32200 Volunteer Fire Department					
5602 Fire Dept building maint.	130.00	416.66	20,344.00	3,749.94	5,000.00
5601 Grant (Firefighter)	0.00	833.33	0.00	7,499.97	10,000.00
5600 Purchase for Fire Dept	0.00	8.33	0.00	74.97	100.00
<b>Total 32200 Volunteer Fire Department</b>	<b>130.00</b>	<b>1,258.32</b>	<b>20,344.00</b>	<b>11,324.88</b>	<b>15,100.00</b>
<b>Total 002 Fire &amp; Rescue Services</b>	<b>130.00</b>	<b>1,258.32</b>	<b>20,344.00</b>	<b>11,324.88</b>	<b>15,100.00</b>
<b>Total 03 Public Safety</b>	<b>3,047.00</b>	<b>4,174.98</b>	<b>46,594.00</b>	<b>37,574.82</b>	<b>50,100.00</b>
04 Public Works					
43200 Maint of Gen Properties					
1100 Salaries & Wages	1,520.00	3,958.33	36,077.60	35,624.97	47,500.00
1110 Overtime	0.00	166.66	1,414.09	1,499.94	2,000.00
1120 Bonus	0.00	0.00	1,000.00	0.00	0.00
2212 Retirement	116.95	0.00	2,103.94	0.00	0.00
2213 VRS VLDP	0.00	91.66	274.32	824.94	1,100.00

# Town of Buchanan, Virginia

## (GF) Profit & Loss Budget Performance

### March 2023

	Mar 23	Budget	Jul '22 - Mar 23	YTD Budget	Annual Budget
2300 Health Insurance	0.00	1,694.00	5,541.00	15,246.00	20,328.00
3310 Repair & Maint Services	107.51	500.00	7,585.20	4,500.00	6,000.00
3320 Street Repair-Snow Removal	0.00	416.66	242.60	3,749.94	5,000.00
3322 Janitorial Services	180.00	300.00	2,327.61	2,700.00	3,600.00
5100 Electricity - Streetlights	70.92	916.66	12,507.89	8,249.94	11,000.00
5110 Electricity - Town Hall	367.57	229.16	3,289.26	2,062.44	2,750.00
5120 Heating Fuel	47.55	208.33	4,972.44	1,874.97	2,500.00
5230 Telecommunications	51.52	316.66	2,530.89	2,849.94	3,800.00
5308 General Liability Insur	0.00	1,666.66	0.00	14,999.94	20,000.00
5800 Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00
5811 Uniforms & Safety Clothing	35.00	166.66	1,671.44	1,499.94	2,000.00
5812 Safety Footwear	0.00	41.66	0.00	374.94	500.00
6007 Repair & Maint Supplies	252.08	500.00	3,391.58	4,500.00	6,000.00
6008 Vehicle & Equip Fuels	0.00	500.50	3,283.37	4,504.50	6,006.00
8002 Capital Outlay	0.00	666.66	0.00	5,999.94	8,000.00
<b>Total 43200 Maint of Gen Properties</b>	<b>2,749.10</b>	<b>12,340.26</b>	<b>88,213.23</b>	<b>111,062.34</b>	<b>148,084.00</b>
<b>44000 Trash Department</b>					
33301 Brush Grinding	0.00	750.00	0.00	6,750.00	9,000.00
33201 Trash Pickup	0.00	6,791.66	53,176.27	61,124.94	81,500.00
<b>Total 44000 Trash Department</b>	<b>0.00</b>	<b>7,541.66</b>	<b>53,176.27</b>	<b>67,874.94</b>	<b>90,500.00</b>
<b>44100 Water Operations</b>					
1110 Overtime	0.00	0.00	202.50	0.00	0.00
5210 Postal Services	96.00		96.00		
<b>Total 44100 Water Operations</b>	<b>96.00</b>	<b>0.00</b>	<b>298.50</b>	<b>0.00</b>	<b>0.00</b>
<b>44200 Sewer Operations</b>					
1110 Overtime	0.00	0.00	0.00	0.00	0.00
6001 Office Supplies	0.00		40.19		
<b>Total 44200 Sewer Operations</b>	<b>0.00</b>	<b>0.00</b>	<b>40.19</b>	<b>0.00</b>	<b>0.00</b>
<b>Total 04 Public Works</b>	<b>2,845.10</b>	<b>19,881.92</b>	<b>141,728.19</b>	<b>178,937.28</b>	<b>238,584.00</b>
<b>07 Parks, Events &amp; Cultural</b>					
71100 Parks & Recreation					
5829 Christmas Market	0.00	416.66	0.00	3,749.94	5,000.00
5210 Postage	144.00		813.76		
5810 Arbor Day Celebration	0.00	166.66	0.00	1,499.94	2,000.00
5811 Epiphany Bon Fire	0.00		0.00	0.00	0.00
5814 Easter Egg Hunt	0.00	25.00	0.00	225.00	300.00
5815 Civil War History Weekend	0.00	166.66	0.00	1,499.94	2,000.00
5816 Buchanan Garden Festival	0.00	208.33	0.00	1,874.97	2,500.00
5817 LEU Police Bicycle Tour	0.00	4.16	0.00	37.44	50.00
5818 Bo Co Fishing Carnival	0.00	6.25	0.00	56.25	75.00

# Town of Buchanan, Virginia

## (GF) Profit & Loss Budget Performance

### March 2023

	Mar 23	Budget	Jul '22 - Mar 23	YTD Budget	Annual Budget
5819 Reggae by the River	0.00	666.66	8,041.25	5,999.94	8,000.00
5820 Pork by the James	0.00	666.66	0.00	5,999.94	8,000.00
5822 Botetourt Co. Fair	0.00	8.41	8.34	75.69	101.00
5823 Mountain Magic	0.00	416.66	5,729.57	3,749.94	5,000.00
5824 Christmas Parade	0.00	41.66	69.95	374.94	500.00
5825 Christmas Eve Luminaries	0.00	16.66	0.00	149.94	200.00
5827 Misc. Event Supplies	201.98	0.00	367.20	0.00	0.00
6001 Office Supplies	0.00	155.84			
3600 Advertising	0.00	350.00	2,790.00	3,150.00	4,200.00
5840 Town Events	0.00	100.00	1,292.08	900.00	1,200.00
6013 Recreational Supplies	0.00	41.66	1,411.65	374.94	500.00
8101 Machinery & Equipment Cost	0.00	0.00	0.00	0.00	0.00
71100 Parks & Recreation - Other	0.00		3,503.58		
<b>Total 71100 Parks &amp; Recreation</b>	<b>345.98</b>	<b>3,302.09</b>	<b>24,183.22</b>	<b>29,718.81</b>	<b>39,626.00</b>
71200 Carnival					
5999 Remittance to Botetourt Co	0.00		10,000.00		
3310 Repairs & Maint Contract	404.00	347.08	2,047.65	3,123.72	4,165.00
5110 Utilities	23.53	416.66	5,561.91	3,749.94	5,000.00
5801 Carnival Operations	0.00	1,666.66	32,805.54	14,999.94	20,000.00
8110 Capital Outlay	0.00	0.00	0.00	0.00	0.00
<b>Total 71200 Carnival</b>	<b>427.53</b>	<b>2,430.40</b>	<b>50,415.10</b>	<b>21,873.60</b>	<b>29,165.00</b>
<b>Total 07 Parks, Events &amp; Cultural</b>	<b>773.51</b>	<b>5,732.49</b>	<b>74,598.32</b>	<b>51,592.41</b>	<b>68,791.00</b>
08 Development					
81200 Community Development					
1100 Salaries & Wages	3,659.84	3,875.00	37,338.33	34,875.00	46,500.00
1110 Overtime	484.01	0.00	8,670.46	0.00	0.00
1120 Bonus	0.00		900.00	0.00	0.00
2212 Retirement	262.24	0.00	2,417.96	0.00	0.00
2213 VRS VLDP	0.00	83.33	195.92	749.97	1,000.00
2300 Health Insurance	847.00	847.00	6,776.00	7,623.00	10,164.00
3600 Advertising	0.00	333.33	5,904.55	2,999.97	4,000.00
5602 Donation After Prom Party	0.00	16.66	200.00	149.94	200.00
5603 Donation to Theater	0.00	333.33	9,000.00	2,999.97	4,000.00
5604 Town Flowers/Baskets	0.00	208.33	0.00	1,874.97	2,500.00
6001 Office Supplies	0.00		20.98		
6014 Other Operating Supplies	0.00	0.00	0.00	0.00	0.00
<b>Total 81200 Community Development</b>	<b>5,253.09</b>	<b>5,696.98</b>	<b>71,424.20</b>	<b>51,272.82</b>	<b>68,364.00</b>
<b>Total 08 Development</b>	<b>5,253.09</b>	<b>5,696.98</b>	<b>71,424.20</b>	<b>51,272.82</b>	<b>68,364.00</b>
09 Nondepartmental					
004 Capital Projects					
94100 General Improvements					

# Town of Buchanan, Virginia

## (GF) Profit & Loss Budget Performance

### March 2023

	Mar 23	Budget	Jul '22 - Mar 23	YTD Budget	Annual Budget
94102 Sidewalk Improvements	0.00		0.00	0.00	0.00
94105 Playground	0.00	183.33	1,833.00	1,649.97	2,200.00
94107 Community Develop Grant	0.00		165.00	0.00	0.00
94108 Covid-19 & ARPA	0.00	38,873.50	36,197.33	349,861.50	466,482.00
94199 Contingencies- Technology	0.00	3,458.33	0.00	31,124.97	41,500.00
Total 94100 General Improvements	0.00	42,515.16	38,195.33	382,636.44	510,182.00
Total 004 Capital Projects	0.00	42,515.16	38,195.33	382,636.44	510,182.00
005 Debt Service					
95100 General Debt					
95120 Interest Payments	0.00		35.79		
Total 95100 General Debt	0.00		35.79		
Total 005 Debt Service	0.00		35.79		
Total 09 Nondepartmental	0.00	42,515.16	38,231.12	382,636.44	510,182.00
Payroll Expenses	46.44		532.42	0.00	0.00
Total Expense	76,434.67	101,554.97	692,504.74	913,994.70	1,218,663.00
Net Ordinary Income	-50,787.86	-2,708.22	405,316.95	-24,373.85	-32,500.00
Net Income	-50,787.86	-2,708.22	405,316.95	-24,373.85	-32,500.00

# Town of Buchanan, Virginia

## (Utility) Profit & Loss Budget Performance

### March 2023

	Mar 23	Budget	Jul '22 - Mar 23	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
3100000 Local Revenue					
3150000 Rev-Use of Money/Prop					
3150100 Interest Income	0.00	0.00	379.65	0.00	0.00
Total 3150000 Rev-Use of Money/Prop	0.00	0.00	379.65	0.00	0.00
3160000 Charges for Services					
3165000 Charge Enterprise Svcs					
3165100 Water Revenues					
3165110 Water Services	28,027.22	28,333.33	255,151.09	254,999.97	340,000.00
3165111 Water Sales	0.00	41.66	165.00	374.94	500.00
3165120 Water Penalties	1,443.20	1,666.66	14,758.80	14,999.94	20,000.00
3165130 Reconnect Fees	0.00	250.00	1,500.00	2,250.00	3,000.00
3165190 Water Hook Up Fees	0.00	183.33	0.00	1,649.97	2,200.00
Total 3165100 Water Revenues	29,470.42	30,474.98	271,574.89	274,274.82	365,700.00
3165200 Sewer Revenues					
3165210 Sewer Services	16,971.48	17,298.16	153,106.38	155,683.44	207,578.00
Total 3165200 Sewer Revenues	16,971.48	17,298.16	153,106.38	155,683.44	207,578.00
Total 3165000 Charge Enterprise Svcs	46,441.90	47,773.14	424,681.27	429,958.26	573,278.00
Total 3160000 Charges for Services	46,441.90	47,773.14	424,681.27	429,958.26	573,278.00
Total 3100000 Local Revenue	46,441.90	47,773.14	425,060.92	429,958.26	573,278.00
3200000 Rev from Commonwealth					
3240000 Categorical Aid					
3240201 VA Dept of Health Grant	0.00	3,333.33	0.00	29,999.97	40,000.00
Total 3240000 Categorical Aid	0.00	3,333.33	0.00	29,999.97	40,000.00
Total 3200000 Rev from Commonwealth	0.00	3,333.33	0.00	29,999.97	40,000.00
3300000 Rev from Federal Gov't					
3330000 Categorical Aid					
3330201 USDA SEARCH Grant	0.00	0.00	0.00	0.00	0.00
Total 3330000 Categorical Aid	0.00	0.00	0.00	0.00	0.00
Total 3300000 Rev from Federal Gov't	0.00	0.00	0.00	0.00	0.00
3410500 Interfund Transfers					
3410503 Transfer fr Sewer Fund	0.00	0.00	0.00	0.00	0.00
3410502 Transfer fr Water Fund	0.00	0.00	0.00	0.00	0.00

# Town of Buchanan, Virginia

## (Utility) Profit & Loss Budget Performance

### March 2023

	Mar 23	Budget	Jul '22 - Mar 23	YTD Budget	Annual Budget
Total 3410500 Interfund Transfers	0.00	0.00	0.00	0.00	0.00
Total Income	46,441.90	51,106.47	425,060.92	459,958.23	613,278.00
Gross Profit	46,441.90	51,106.47	425,060.92	459,958.23	613,278.00
Expense					
02 General & Financial Admin					
12410 Clerk-Treasurer					
2100 FICA/Medicare Tax	70.98	0.00	1,059.82	0.00	0.00
2110 Virginia Unemployment Ins	0.67	0.00	99.65	0.00	0.00
2212 Retirement	0.00	0.00	7.68	0.00	0.00
Total 12410 Clerk-Treasurer	71.65	0.00	1,167.15	0.00	0.00
12510 Town Manager					
5800 Miscellaneous Expense	0.00		30,350.00		
Total 12510 Town Manager	0.00		30,350.00		
Total 02 General & Financial Admin	71.65	0.00	31,517.15	0.00	0.00
04 Public Works					
43200 Maint of Gen Properties					
1100 Salaries & Wages	928.00		3,216.00		
1110 Overtime	0.00		264.00		
2212 Retirement	71.65	0.00	790.97	0.00	0.00
2300 Health Insurance	3,811.50		3,811.50		
5230 Telecommunications	0.00	0.00	140.44	0.00	0.00
5800 Miscellaneous Expense	7,095.00		27,095.00		
5811 Uniforms & Safety Clothing	105.00		105.00		
Total 43200 Maint of Gen Properties	12,011.15	0.00	35,422.91	0.00	0.00
44100 Water Operations					
1100 Salaries & Wages	0.00	1,000.00	6,870.75	9,000.00	12,000.00
1110 Overtime	0.00	83.33	255.80	749.97	1,000.00
2100 FICA/Medicare	0.00	20.83	0.00	187.47	250.00
3100 Prof Svcs & Miss Utility	0.00	20.83	171.64	187.47	250.00
3110 Operating Contract	0.00	7,444.36	44,333.64	66,999.24	89,332.32
3310 Repairs & Maint Contract	665.20	375.00	28,277.20	3,375.00	4,500.00
3500 Printing & Binding	0.00		0.00	0.00	0.00
3700 Permits	0.00	250.00	1,861.00	2,250.00	3,000.00
5110 Utilities	661.38	791.66	11,546.32	7,124.94	9,500.00
5810 Dues and Memberships	0.00	350.00		0.00	0.00
6007 Repair & Maint Supplies	603.05	750.00	17,877.86	6,750.00	9,000.00
6009 Vehicle & Equip Supplies	406.35	416.66	3,657.15	3,749.94	5,000.00
6014 Operating Supplies	0.00	548.16	7,723.12	4,933.44	6,578.00
8101 Machinery & Equipment Cost	0.00	416.66	0.00	3,749.94	5,000.00

# Town of Buchanan, Virginia

## (Utility) Profit & Loss Budget Performance

### March 2023

	Mar 23	Budget	Jul '22 - Mar 23	YTD Budget	Annual Budget
Total 44100 Water Operations	2,335.98	12,117.49	122,924.48	109,057.41	145,410.32
44110 Water Filtration Plant					
3110 Operating Contract	0.00	0.00	7,388.94	0.00	0.00
3310 Repairs & Maint Contract	0.00	416.66	12,445.00	3,749.94	5,000.00
5110 Utilities	820.96	666.66	7,007.83	5,999.94	8,000.00
5230 Telecommunications	0.00	83.33	290.62	749.97	1,000.00
6014 Operating Supplies	0.00	183.33	1,165.00	1,649.97	2,200.00
8101 Machinery & Equipment Cost	0.00	500.00	0.00	4,500.00	6,000.00
Total 44110 Water Filtration Plant	820.96	1,849.98	28,297.39	16,649.82	22,200.00
44200 Sewer Operations					
5230 Telecommunications	0.00	83.33	315.62	749.97	1,000.00
1100 Salaries & Wages	0.00	916.66	3,062.25	8,249.94	11,000.00
1110 Overtime	0.00	41.66	184.54	374.94	500.00
2100 FICA/Medicare	0.00	75.00	0.00	675.00	900.00
2110 Virginia Unemployment Tax	0.00	6.66	0.00	59.94	80.00
3100 Prof Svcs & Miss Utility	0.00	20.83	171.66	187.47	250.00
3110 Operating Contract	2,000.00	7,444.36	61,722.58	66,999.24	89,332.32
3310 Repairs & Maint Contract	815.53	583.33	13,838.26	5,249.97	7,000.00
3320 Sludge Disposal	0.00	458.33	504.00	4,124.97	5,500.00
3600 Advertising	0.00	0.00	0.00	0.00	0.00
3700 Permits	0.00	125.00	3,095.00	1,125.00	1,500.00
5110 Utilities	2,427.42	1,833.33	21,844.59	16,499.97	22,000.00
5410 Lease/Rent of Equipment	105.00	583.33	2,855.00	5,249.97	7,000.00
6007 Repair & Maint Supplies	205.00	750.00	6,639.86	6,750.00	9,000.00
6009 Vehicle & Equip Supplies	406.35	416.66	3,667.15	3,749.94	5,000.00
6014 Operating Supplies	0.00	583.33	12,641.18	5,249.97	7,000.00
8101 Machinery & Equipment Cost	0.00	250.00	0.00	2,250.00	3,000.00
Total 44200 Sewer Operations	5,959.30	14,171.81	130,531.69	127,546.29	170,062.32
Total 04 Public Works	21,127.39	28,139.28	317,176.47	253,253.52	337,672.64
09 Nondepartmental					
004 Capital Projects					
94200 Water Projects					
94201 Water Line Replacement	0.00	291.66	0.00	2,624.94	3,500.00
Total 94200 Water Projects	0.00	291.66	0.00	2,624.94	3,500.00
94300 Sewer Projects					
94305 SER Cap Grant	0.00	3,333.33	13,019.42	29,999.97	40,000.00
94302 WWTP Improvements	0.00	500.00	0.00	4,500.00	6,000.00
94399 Contingencies	0.00	494.86	0.00	4,453.74	5,938.36
Total 94300 Sewer Projects	0.00	4,328.19	13,019.42	38,953.71	51,938.36



# Town of Buchanan, Virginia

## (Utility) Profit & Loss Budget Performance

### March 2023

	Mar 23	Budget	Jul '22 - Mar 23	YTD Budget	Annual Budget
Total 004 Capital Projects	0.00	4,619.85	13,019.42	41,578.65	55,438.36
005 Debt Service					
95500 Water Debt Service					
95510 Principal Payments	12,197.00	15,638.92	143,009.13	140,750.24	187,667.00
95520 Interest Payments	0.00	0.00	5,383.82	0.00	0.00
95530 Other Debt Costs	0.00		2,691.91		
Total 95500 Water Debt Service	12,197.00	15,638.92	151,084.86	140,750.24	187,667.00
95700 Sewer Debt Service					
95720 Interest Payments	0.00	0.00	0.00	0.00	0.00
Total 95700 Sewer Debt Service	0.00	0.00	0.00	0.00	0.00
Total 005 Debt Service	12,197.00	15,638.92	151,084.86	140,750.24	187,667.00
009 Interfund Transfers					
98300 Transfers to General Fund	0.00	2,708.32	0.00	24,374.96	32,500.00
Total 009 Interfund Transfers	0.00	2,708.32	0.00	24,374.96	32,500.00
Total 09 Nondepartmental	12,197.00	22,967.09	164,104.28	206,703.85	275,605.36
Payroll Expenses	0.00		0.00	0.00	0.00
Total Expense	33,396.04	51,106.37	512,797.90	459,957.37	613,278.00
Net Ordinary Income	13,045.86	0.10	-87,736.98	0.86	0.00
Net Income	13,045.86	0.10	-87,736.98	0.86	0.00

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04/04/23

# Town of Buchanan, Virginia

## Vendor Payments Made

### March 2023

Type	Date	Num	Memo	Account	Split
Anthem Insurance Bill Pmt -Check AT&T	03/30/2023	23586	Health Insurance Billing Entity # T7452AMMA03	10010 Buchanan General Fund	20000 Accounts Payable
Bank of Botetourt Bill Pmt -Check	03/14/2023	23554	0207616481001	10010 Buchanan General Fund	20000 Accounts Payable
Bill Pmt -Check	03/14/2023	23555	Payment on truck #16 Acct # 2021201825	10010 Buchanan General Fund	20000 Accounts Payable
Bill Pmt -Check	03/30/2023	23587		10010 Buchanan General Fund	20000 Accounts Payable
Blossman Bill Pmt -Check	03/30/2023	23588		10010 Buchanan General Fund	20000 Accounts Payable
Botetourt Co Treasurer Bill Pmt -Check	03/07/2023	23529		10010 Buchanan General Fund	20000 Accounts Payable
Busy Bees Cleaners Bill Pmt -Check	03/14/2023	23556	Janitorial services @ the Fire House	10010 Buchanan General Fund	20000 Accounts Payable
C&S Disposal Inc. Bill Pmt -Check	03/14/2023	23557		10010 Buchanan General Fund	20000 Accounts Payable
Carmeuse lime and stone Bill Pmt -Check	03/07/2023	23530	Stone for water & sewer repairs	10010 Buchanan General Fund	20000 Accounts Payable
Cintas Corporation- #524 Bill Pmt -Check	03/07/2023	23531		10010 Buchanan General Fund	20000 Accounts Payable
Bill Pmt -Check	03/30/2023	23589		10010 Buchanan General Fund	20000 Accounts Payable
CivicPlus Bill Pmt -Check	03/30/2023	23590		10010 Buchanan General Fund	20000 Accounts Payable
Core & Main LP Bill Pmt -Check	03/14/2023	23558	Acct 159915	10010 Buchanan General Fund	20000 Accounts Payable
Dominion Energy Virginia Bill Pmt -Check	03/07/2023	23532		10010 Buchanan General Fund	20000 Accounts Payable
Bill Pmt -Check	03/14/2023	23559		10010 Buchanan General Fund	20000 Accounts Payable
Bill Pmt -Check	03/30/2023	23591		10010 Buchanan General Fund	20000 Accounts Payable
Dominion Virginia Power (Water Filt) Bill Pmt -Check	03/14/2023	23560	3757046762 (WFP)	10010 Buchanan General Fund	20000 Accounts Payable
Fidelity Power Systems Bill Pmt -Check	03/30/2023	23592		10010 Buchanan General Fund	20000 Accounts Payable
Gentry Locke Attorneys Bill Pmt -Check	03/30/2023	23593	311635//168	10010 Buchanan General Fund	20000 Accounts Payable
Happy Food Mart Bill Pmt -Check	03/07/2023	23533		10010 Buchanan General Fund	20000 Accounts Payable
Hy-Test, Inc. Bill Pmt -Check	03/30/2023	23594	Annual inspection of fire supp. system & extinguish...	10010 Buchanan General Fund	20000 Accounts Payable
Inboden Environmental Services, Inc. Bill Pmt -Check	03/07/2023	23534	Temp office rental 11/20/22-12/19/22	10010 Buchanan General Fund	20000 Accounts Payable
Bill Pmt -Check	03/14/2023	23561	Temp office rental 01/20/23-02/19/23	10010 Buchanan General Fund	20000 Accounts Payable
LAMAR COMPANIES Bill Pmt -Check	03/14/2023	23562	Billboard	10010 Buchanan General Fund	20000 Accounts Payable
Lowe's Bill Pmt -Check	03/07/2023	23535		10010 Buchanan General Fund	20000 Accounts Payable
Bill Pmt -Check	03/30/2023	23595		10010 Buchanan General Fund	20000 Accounts Payable
Mid State Equipment Bill Pmt -Check	03/07/2023	23536		10010 Buchanan General Fund	20000 Accounts Payable

**Town of Buchanan, Virginia**  
**Vendor Payments Made**  
March 2023

Type	Date	Num	Memo	Account	Split
Preferred Business Solutions Inc	03/07/2023	23537		10010 Buchanan General Fund	20000 Accounts Payable
Bill Pmt -Check					
Robinson Farmer Cox	03/07/2023	23538	051450	10010 Buchanan General Fund	20000 Accounts Payable
Bill Pmt -Check					
Rural Development	03/31/2023	EPAY	wst-30-10	10010 Buchanan General Fund	95510 Principal Payments
Check					
S h e n t e l	03/14/2023	23563		10010 Buchanan General Fund	20000 Accounts Payable
Bill Pmt -Check					
Southern Software	03/30/2023	23596	253587A	10010 Buchanan General Fund	20000 Accounts Payable
Bill Pmt -Check					
The Home Depot	03/14/2023	23564	6035 3225 4018 5448	10010 Buchanan General Fund	20000 Accounts Payable
Bill Pmt -Check					
USA BlueBook	03/30/2023	23597	Cust 270675	10010 Buchanan General Fund	20000 Accounts Payable
Bill Pmt -Check					
Verizon	03/14/2023	23565	Account 742437461-00001	10010 Buchanan General Fund	20000 Accounts Payable
Bill Pmt -Check					
Verizon (Water Tank)	03/14/2023	23566		10010 Buchanan General Fund	20000 Accounts Payable
Bill Pmt -Check					
Virginia Business Systems	03/30/2023	23598	Rent of copier and Printing	10010 Buchanan General Fund	20000 Accounts Payable
Bill Pmt -Check					

**Town of Buchanan, Virginia**  
**Vendor Payments Made**  
**March 2023**

Amount
-10,164.00
-97.22
-812.70
-1,215.83
-47.55
-2,917.00
-310.00
-7,105.00
-515.19
-70.00
-105.00
-8,611.00
-205.00
-3,745.45
-1,191.23
-2,661.03
-330.53
-1,480.73
-1,920.00
-216.25
-511.51
-2,000.00
-2,000.00
-310.00
-128.57
-252.08
-23.58

**Town of Buchanan, Virginia**  
**Vendor Payments Made**  
March 2023

Amount
-1,530.81
-14,050.00
-12,197.00
-366.75
-28,890.00
-209.44
-512.81
-51.52
-231.63
-254.97



Minutes of Council Meeting  
Buchanan, VA

February 13, 2023

Present: Mayor Tristan Harris  
Vice Mayor Chris Witt  
Councilmember Manspile  
Councilmember Marlon Rickman  
Councilmember James Eubank

Mayor Harris brought the February 13, 2023 regular Town Council meeting to order at 7:00 pm. Mayor Harris asked Town Clerk Claudine Stump to take roll call. With all Council members present, a quorum was established. A moment of silence was held and the Pledge of Allegiance was recited.

The first item on the agenda was the Public Hearing for the Ordinance 0 23-0213-01: An Ordinance for Town to join the Virginia Investment Pool. Councilmember Manspile made a motion to open the Public Hearing with a second from Vice Mayor Witt. Mayor Harris asked for further discussion. With no further discussion the Public Hearing was opened with a vote of 5 – 0. Mayor Harris opened the floor for public comment. Town Manager Peck explained that this is another set in Town's cash management. This allows Town to move money into the statewide investment pool. Town has to join the trust and authorize the Town Treasurer to work with the arrangements between our bank and the investment pool. Councilmember Manspile made a motion to close the public hearing with a second from Councilmember Manspile. Mayor Harris asked for further discussion. With no further discussion, the Public Hearing was closed with a vote of 5 – 0. Mayor Harris made a motion to approve the ordinance to join the Virginia Investment Pool with a second from Councilmember Manspile. Mayor Harris asked for further discussion. With no further discussion the motion was carried by a roll call vote of 5 – 0.

Next on the agenda was citizen comments and petitions regarding agenda items. Pat Jasper of 95 Pattonsburg Lane. Mrs. Jasper stated that she would like to talk about the Arbor Day Proclamation. She grew up in Iowa, she told the story her mother told her about states that had no trees. That every tree that grew there was planted. The man from Nebraska who offered this proclamation decided that trees are very valuable, and we should all make a point of planting them.

Next item on the agenda was approval of the consent agenda. The Consent Agenda included the January 2023 financial report, approval of paid bills, approval of the Town Council Work Session Meeting schedule, and Town Council meeting minutes. Councilmember Manspile made a motion to amend the

agenda to include a closed session for the 5 members of council with a second from Vice Mayor Witt. Mayor Harris asked for further discussion. With no further discussion, the motion carried with a vote of 5 – 0. Mayor Harris made a motion to add the Mary Earhart engagement letter approval to the new business section of the agenda with a second from Councilmember Eubank. With no further discussion, the motion was carried with a vote of 5 – 0. Councilmember Manspile made a motion to approve the consent agenda with a second from Councilmember Rickman. With no further discussion, the consent agenda was approved with a vote of 5 – 0.

Next on the agenda was awards, recognitions, and presentations. Councilmember Rickman stated that he would like to recognize Town Clerk Claudine Stump has put in a lot of hours and done very well during this time of being understaffed. Councilmember Manspile stated he would like to recognize Brian Simmons, our one public works employee. He has stepped up and been learning as he goes. Town Manager Peck added Community Developer Harry Gleason has been the utility player for the Town. He has read water meters, done public works, Business Licenses, and covered the front desk periodically. The entire staff has pitched in and done it with a smile. Vice Mayor Witt recognized Town Manager Peck for all he has done as well.

Next on the agenda was new business/action items/public hearings. The first item for discussion was an amendment to the Personnel Manual and Job Description Amendments. Extending the employee probationary period from 6 months to 1 year, and classifying the Treasurer position to FLSA exempt. Town Manager Peck stated that this was discussed when Town started advertising for the Treasurer position. Councilmember Manspile made a motion to approve with a second from Councilmember Rickman. Mayor Harris asked for further discussion. With no further discussion, the motion was carried with a vote of 5 – 0. The next action item was discussion of the Farmer's Market Request. Mayor Harris stated Town had received a request from Board of Supervisors member Amy White to use the Town Park for 3 events that have outgrown the Daleville Town Center. Mrs. White and Community Developer Gleason stated they would work out available dates. Councilmember Manspile made a motion to approve with a second from Councilmember Rickman. Vice Mayor Witt asked if these were County sanctioned event. Mrs. White stated it is not a county entity. It is not funded by the county. They are a non-profit. Councilmember Manspile amended his motion to table this for one month to find out what needs to be done for Town to partner with the Farmer's Market. Councilmember Manspile made a motion to table this for one month with a second from Vice Mayor Witt. Mayor Harris asked for further discussion. With no further discussion, the motion carried with a vote of 5 – 0. The next action item was discussion of Tire Disposal to coincide with Town Clean up. Community Developer Gleason stated that the request was made by Tim Miller with the soil conservation agency. Mr. Miller wanted to try to capture tires before they get thrown into the river. Councilmember Manspile made a motion to accept this proposal with the stipulations that Mr. Gleason has laid out. It will have to be a clearly defined separate area at no cost to the Town. Councilmember Eubank seconded the motion. Mayor Harris asked for further discussion. With no further discussion, the motion was carried with a vote of 5 – 0. Vice Mayor Witt asked if they wanted to do this once or twice a year? Mr. Gleason stated he would find out. The next action item was the Courthouse Banners request. Mayor Harris stated that Bo Trumbo has requested that the Town consider placing a banner at the County Courthouse Construction fence with a cost of \$500.00. Councilmember Manspile made a motion to purchase a banner with a second from Councilmember Eubank. Mayor Harris asked for further discussion. With no further discussion, the motion carried with a vote of 5 – 0. The next action item was the Arbor Day Proclamation. Mayor

Harris stated the Proclamation is part of the requirement for Town to remain a Tree City USA. Councilmember Manspile made a motion to approve with a second from Councilmember Rickman. Mayor Harris asked for further discussion. With no further discussion, the motion was carried with a vote of 5 – 0. Mayor Harris then read the proclamation. The last action item was the staff monthly reports. Town Manager Peck stated that the written monthly reports from the Town Clerk, Community Planner, and Public Works were in the agenda packet. Town Manager Peck gave his report orally. He discussed some water and sewer issues, suggested having Bionomics stay another week to map the sewer lines, budget amendments that need to be made, the public hearing required for the budget amendments, additional costs from the Treasurer leaving. Town Manager Peck stated he would be changing to a bi-weekly pay period for the remainder of his tenure. Councilmember Manspile suggested upgrading surge protectors to our water and sewer facilities. Town Manager Peck stated that part of Main Street will have to be closed while Bionomics is mapping the sewer lines. Public Works Brian Simmons and Community Developer Harry Gleason will have to flag for Bionomics while Bionomics is working. Councilmember Manspile made a motion to let the Town Manager proceed with the mapping of the sewer system with a second from Vice Mayor Witt. Mayor Harris asked for further discussion. With no further discussion, the motion was carried with a vote of 5 – 0. The next action item was approving the engagement letter for Mary Earharts' accounting firm. Town Manager Peck stated that Ms. Earhart has raised her rates due to merging with a larger firm. Councilmember Manspile made a motion to approve the letter with a second from Councilmember Rickman. Mayor Harris asked for further discussion. With no further discussion, the motion carried with a vote of 5 – 0.

Next on the agenda was citizen comments and petitions regarding non-agenda items. Mr. Carol Boblett of 26 Cops Hill Rd stated he has spoken to Mr. Campbell at Verizon. Mr. Campbell feels there is no risk to the Town for the veterans banners. Councilmember Eubank asked if Town really had anything to do with this. Town doesn't own the poles and is not part of the group that wants to place the banners, Town has no say in what goes on the poles. The next speaker was Mr. Gary Manspile of 20578 Main Street. Mr. Manspile asked again if Council is going to make the landowners clean up the old abandoned houses in Town? Mayor Harris stated that Town has been working on contacting landowners to clean up properties. Councilmember Manspile stated that the Town Code enforcement needs to be changed from a criminal level to a civil penalty that assesses charges on the property if Town has to clean it. Vice Mayor Witt stated that Planning and Zoning Commission has gone through and added civil penalties to the code. The new Town Manager is going to look at it and then have a Public Hearing for the new code. Town Manager Peck stated that you have to adopt a property maintenance code before Town can coordinate with the County about building maintenance and condemning properties. The next person to speak was Mr. Steve Grigg of 19505 Main St. Mr. Grigg asked Town to consider a text notification system. The second item he asked Town to consider is a hazardous material clean-up day. Vice Mayor Witt stated Council would look into both suggestions. The last person to speak was Board of Supervisors member Amy White of 905 Stinnett Road. Ms. White asked if the August 11<sup>th</sup> and 12<sup>th</sup> dates for the Botetourt County Fair were ok. Councilmember Manspile stated they were already on the events schedule.

Mayor Harris introduced the new Town Manager, Mr. George Hayfield. He will start on March 6, 2023.

Councilmember Manspile stated that he would like Council to send a resolution to the Botetourt County Board of Supervisors to sit down with the Fire Chief about the ladder truck and Fire Chief appointment.



Vice Mayor Witt stated he would like to have a work session to draft something to take to the Board of Supervisors.

Vice Mayor Witt made a motion to go into closed session with a second from Councilmember Eubank. Mayor Harris asked Council for a vote to go into a closed session to discuss personnel matters as exempted per section 2.23711 A-1 of the Virginia state code. The vote was carried 5 – 0.

Closed session started at 8:36.

Mayor Harris stated the motion passed to return to regular session from closed session. Mayor Harris made a motion to resolve that only public business matters lawfully exempt from open meeting requirements were discussed with a second from Councilmember Manspile. With a roll call vote of 5 – 0, the resolution was adopted.

Councilmember Manspile made a motion to adjourn with a second from Vice Mayor Witt. With no further discussion, the motion carried with a vote of 5 – 0.

Adjournment was at 9:30 pm.

Respectfully submitted,

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Claudine Stump, Clerk

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Tristan Harris, Mayor



Minutes of Council Work Session Meeting  
Buchanan, VA

March 9, 2023

Present: Mayor Tristan Harris  
Councilmember Manspile  
Councilmember Marlon Rickman  
Councilmember James Eubank

Mayor Harris called the March 9, 2023 work session to order at 7:00 p.m. This meeting was held in the Council Room. Mayor Harris asked Town Treasurer John Griffin to take roll call. With four councilmembers present, a quorum was established. Mayor Harris asked for a moment of silence then the Pledge of Allegiance was recited.

The first item for discussion was the Town web site. Town Manager Peck stated the Town web site is antiquated and very difficult to run. He recommends Town get a system by CivicPlus and Municode. It is one of the most widely used systems by small municipalities. It also helps automate agenda management and gives greater transparency for the public. Town Manager Peck demonstrated what the system can do. Town Manager Peck stated the prices for different levels of service and how long it will take to set up the web site.

The next item for discussion was the replacement of Quickbooks accounting software. Mary Earhart has recommended that Town has outgrown the Quickbooks software. Town Manager Peck stated that the most economical and is used by a lot of municipalities in Virginia is Southern Software. Town Treasurer Griffin stated that a demonstration has been scheduled for March 22. Town Manager Peck stated that a good accounting software will help make reports that will help in decision making. Town Manager Peck stated there are a couple things in the current budget that are different from what was passed and what is loaded into Quickbooks. There are some items that are off tremendously. Councilmember Manspile stated that some of the items do have line items. Town Manager Peck stated the items need to be allocated to the correct items instead of one big item. Councilmember Manspile stated Town should have a forensic audit done. Town Manager Peck stated he does not think there is an issue there. Town Treasurer Griffin stated he doesn't think it is needed either. Town Treasurer Griffin stated he has used Quickbooks and loves it, but it is not for government and municipalities. Councilmember Rickman asked what Town can use ARPA funds for? Town Manager Peck stated it can be used for any normal government operations except reserve funds or paying pensions. You still have to account for it.

The next item for discussion was the phone system. Town Manager Peck stated that the current phone system is hard to operate. The customer service is hard to deal with, and you have to call them to make any changes. The proposed system. Ooma, is very easy to use and is administered in house. Ooma is also cheaper. Town Manager Peck stated he is looking into changing the lines at the water facilities that

are used for warnings as well. Councilmember Manspile stated the hard lines for the water facilities are required by the state. The warning system has to be maintained at all times.

The next item for discussion was the VRS hybrid employees. One of the changes they made to the retirement system was to add a disability component. It escalates with the number of years of service. If you are out for 7 days, and can't come back after that, you automatically go on short term disability. This is funded by the Town. Town needs to set up the rules. Most municipalities make a paid time off system. This way all employees have their paid time off in one pot. Town Manager Peck stated that the current Town annual leave policy is horrendous. He has not seen any local government that has anywhere near what Town does. There was a comparison to Botetourt County's annual leave policy.

The next item for discussion was Life Insurance. Town does not currently have life insurance through VRS. Town does not currently participate. You can join, but ¾ of employees must agree to participate then all the employees are covered. Town Manager Peck stated that he has never paid the employee part of the cost. The employer usually pays for the life insurance. Councilmember Manspile asked if the current employees have been polled. Town Manager Peck stated you do not have to ask the employees if the employer pays for it.

The next item for discussion was pay practices. Council gives the Town Manager authority to give raises and stuff within the compensation plan, but there is no compensation plan. The state compensation plan was included for references. Town Manager Peck stated Town needs to set up parameters on salary ranges, guidelines for bonuses, and other criteria as needed. Job Descriptions and salaries need to be added as well. Town Manager Peck stated when things are approved, they need to be notated. Councilmember Manspile stated that Council needs to look into adding the employee +1 or family packages with Town paying part of the package.

The next item for discussion was the ARPA funds. Town Manager Peck stated the hand out showed what had been spent, what Town is currently spending money on, and what is proposed. Council may want to use the ARPA funds for some things instead of general funds. Councilmember Manspile stated that Town needs to add heat to the basement of the Town Hall. Councilmember Manspile asked if Town can use ARPA funds to pay off the Truck. Town Manager Peck stated you can't use ARPA funds, but Town has enough unassigned funds. You cannot use ARPA funds to pay off debt. Councilmember Rickman asked if ARPA funds can be used to repair the alleyways.

Mayor Harris asked what will be up for vote on Monday. Councilmember Manspile stated items 1,2, and 3 from the work session agenda should be resolutions on Monday's agenda. Mayor Harris stated the only thing stopping the 4<sup>th</sup> is deciding on the leave hours. Town Manager Peck stated life insurance just needs the resolution and submitting the paperwork.

Councilmember Rickman stated the mowers need to be serviced. Councilmember Manspile stated the John Deere backhoe has a service appointment. Boone Tractor will service the zero turn mowers.

Councilmember Manspile made a motion to adjourn with a second from Mayor Harris. With no further discussion, the motion was carried with a vote of 4 – 0.

Adjournment was at 9:09 pm.

Respectfully submitted,

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Claudine Stump, Clerk

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Mayor



Minutes of Council Meeting  
Buchanan, VA

March 13, 2023

Present: Mayor Tristan Harris  
Vice Mayor Chris Witt  
Councilmember Manspile  
Councilmember Marlon Rickman  
Councilmember James Eubank

Mayor Harris brought the March 13, 2023 regular Town Council meeting to order at 7:00 pm. Mayor Harris asked Town Clerk Claudine Stump to take roll call. With all Council members present, a quorum was established. A moment of silence was held and the Pledge of Allegiance was recited.

The first item on the agenda was approval of the consent agenda which consisted of the financial report for February 2023 and the approval of paid bills. Councilmember Manspile made a motion to approve with a second from Councilmember Rickman. Mayor Harris asked for further discussion. With no further discussion, the consent agenda was approved with a vote of 5 – 0.

Next on the agenda was citizen comments and petitions regarding agenda items. There was no one signed up to comment.

Next on the agenda was awards, recognitions, and presentations. Councilmember Rickman stated that the veterans were very happy about the banner program.

Next on the agenda was new business/action items/public hearings. The first action item was Resolution R23-0313-05: A Resolution Appointing George Hayfield as Town Manager of the Town of Buchanan, VA. This is the formal appointment of George Hayfield as the Town Manager, Zoning Administrator, and Subdivision Agent. Councilmember Manspile made a motion to approve the resolution with a second from Councilmember Eubank. Mayor Harris asked for further discussion. With no further discussion, the resolution passed with a roll call vote of 5 – 0. The next action item was Resolution R23-0313-06: A Resolution to Adopt and Implement Upgraded Accounting Software. As was discussed in the work session, the outside CPA and the audit firm have recommended the Town upgrade to new accounting software. Councilmember Manspile made a motion to approve with a second from Vice Mayor Witt. Mayor Harris asked for further discussion. With no further discussion, the resolution was approved with a roll call vote of 5 – 0. The next action item was Resolution R23-0313-07: A Resolution Electing to Participate in Group Life Insurance Program. This would provide life insurance for

the full time Town employees. Councilmember Manspile made a motion to approve the resolution with a second from Councilmember Eubank. Mayor Harris asked for further discussion. With no further discussion, the resolution was approved with a roll call vote of 5 – 0. The next action item was Resolution R23-0313-08: A Resolution to Adopt and Implement a Civic+ Website Proposal, Meeting Agenda and Management Proposal, and Municode Codification Proposal. As Discussed in the work session, the Town web site is outdated and difficult to operate, Town has no management system, and its code needs recodification. This proposal will update the website, agenda and management, codification proposals, increase staff efficiency and provide greater transparency to the public. Councilmember Manspile made a motion to approve the resolution with a second from Councilmember Rickman. Mayor Harris asked for further discussion. With no further discussion, the resolution was approved with a roll call vote of 5 – 0. The next action item was Resolution R23-0313-09: A Resolution to Replace and Upgrade the Existing Office Phone System. The proposed OOMA Office Phone System has greater capabilities than our current phone system and is less expensive. Mayor Harris made a motion to approve the resolution with a second from Councilmember Manspile. Mayor Harris asked for further discussion. With no further discussion, the resolution was approved with a roll call vote of 5 – 0. The next action item was discussion of the employee health insurance. Town needs to renew the employee health insurance by April 15, 2023. Councilmember Manspile made a motion for Town Manager Hayfield to review and renew the Town's health insurance policy with a second from Councilmember Rickman. Mayor Harris asked for further discussion. With no further discussion, the motion was carried with a vote of 5 – 0. The last action item was the monthly reports. The Town employees had written synopsis of what they have been working on. Community Developer Harry Gleason added a list of upcoming events.

Next on the agenda was citizen comments and petitions regarding non-agenda items. The first person signed up to speak was Mallory White of 2116 Nace Road, Troutville, VA 24175. Ms. White represents the Botetourt Farmers Market. Ms. White stated that due to construction at the Daleville Town Center, the Botetourt Farmers Market would like to use the Town Park June 3<sup>rd</sup> for the flower festival, July 29<sup>th</sup> for the tomato festival, and August 19<sup>th</sup> for the honey festival. Mayor Harris and Vice Mayor Witt stated that they would discuss what they needed to do to accommodate the Botetourt Farmers Market in a work session. Councilmember Manspile stated Town had done something similar with the 9/11 Memorial Walk. The next person to speak was Board of Supervisor member Amy White of 905 Stinnett Road. Ms. White stated that she supports the Botetourt Farmers Market and was going to speak, but Mallory White had taken care of it. Ms. White did ask if Town would consider partnering with Botetourt County to put in a Pickleball Court. She suggested talking to the Parks and Rec Department. The last person signed up to speak was Khari Ryder of 23 South Roanoke St., Fincastle, VA. Mr. Ryder is the Executive Director of the Botetourt Chamber of Commerce. Mr. Ryder stated that he and the Chamber of Commerce are here to help any businesses in any way.

The next item on the agenda was Additional Comments. Councilmember Manspile asked how much of the sewage lines were left for Bionomics to map? Bionomics had found several manholes and sewage lines that Town didn't know were there. Town Consultant Reese Peck stated he would find out. Councilmember Manspile stated that there are Town alleys that need to be fixed to protect the utilities and the sidewalk at the Hair Affair needs to be fixed. He asked if ARPA funds could be used. Mr. Mark Lindsay of 19602 Main Street stated that there are several sidewalks that need to be fixed. There is a lot of road grime on the sidewalks as well. He would volunteer to pressure wash the sidewalks if Town

provided the water. Councilmember Manspile asked if the notices to the blighted properties went out. Town Clerk Claudine Stump stated they had. Daniel Bratcher of 210 Boyd St. stated there is a car on blocks with no tags in his area. Vice Mayor Witt stated that any violations or issues need to be reported to Town Hall so that there can be an investigation and notices sent out. Mr. Lindsay stated Town should send out a mailing to residents to remind them of the codes. Mr. Lindsay stated that the community spirit and amount of volunteering in this area is what drew him here. Is it possible to start a volunteer program to help clean up some of the blighted properties? Vice Mayor Witt suggested that Council have an Open Discussion Forum with citizens. Mayor Harris stated that he was more lenient about public comment during Council Meetings.

Last on the agenda was adjournment. Councilmember Manspile made a motion to adjourn with a second from Vice Mayor Witt. With no further discussion, the motion carried with a vote of 5 – 0.

Adjournment was at 8:10 pm.

Respectfully submitted,

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Claudine Stump, Clerk

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Tristan Harris, Mayor



**A Resolution**

**Authorizing Application for a Virginia Brownfields Assessment Fund (VBAF) Planning grant  
for the assessment and remediation of the Former Buchanan High School site at 55 Bedford  
Street**

Whereas, the Town of Buchanan has identified the former Buchanan High School at 55 Bedford street as a priority revitalization area and obtained ARPA funds to facilitate infrastructure (water & Sewer) and building redevelopment.

Whereas, the Town of Buchanan wishes to apply for a VBAF grant through the Virginia Department of Environmental Quality (DEQ) in the grant amount of \$50,000, with \$87,410 matching funds made by Dominic Basile, to complete site assessment and remediation.

Now, therefore, be it resolved that the Town of Buchanan does hereby authorize the Town Manager to sign for and submit the VBAF grant application.

AYES:

NAYS:

ABSENT:

APPROVED:

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Mayor

ATTEST:

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Town Clerk



## **PART I. APPLICANT**

1. **Applicant:** Town of Buchanan

2. **Site:** Town of Buchanan, Virginia.

a. 55 Bedford Street Lat. 37.52773, Lon. -79.681067, Tax ID #65A(5)14, Parcel #22711

b. 0 Lowe Street. Lat.37.528076, Lon.-79.680752, Tax ID #65A(5)13, Parcel #22703

3. **Prior VBAF Program Grants:**

The Town of Buchanan previously received a VBAF Planning grant for the assessment and remediation of the former Button Factory (VBAF-184). The grant was completed in accordance with the approved modified scope of work, and the planned historic tax credit, mixed-use redevelopment is currently under construction. **Exhibit A** is attached.

4. **Primary Contact:**

a. Primary:

i. George Hayfield, Town Manager

Physical address: 19753 Main Street, Buchanan, VA 24066

Email address: [buchanantownmanager@buchanan-va.gov](mailto:buchanantownmanager@buchanan-va.gov)

Phone number: 540-254-1212

b. Secondary:

i. Dominic Basile, Developer and Property Owner

Physical address: 3725 Winding Way. Roanoke, VA 24015

Email address: biglickva@gmail.com

Phone number: 540-227-4108

5. Grant Request: \$50,000

6. Certification: To the best of my knowledge and belief, the information contained in this application is true and correct and the application has been duly authorized by the governing body of the applicant.

\_\_\_\_\_  
Name: George Hayfield

Title: Town Manager

Date: \_\_\_\_\_

## **PART II. SITE**

1. **Site Identification:** The site is the former Buchanan High School located at 55 Bedford Street Lat. 37.52773, Lon. -79.681067, Tax ID #65A(5)14, Parcel #22711; and 0 Lowe Street. Lat. 37.528076, Lon. -79.680752, Tax ID #65A(5)13, Parcel #22703. The property owner of these sites is Buchanan Schoolhouse LLC. A site location map is attached as Part II – 1, Site Location Map.
2. **Site Description:** Originally built as a high school in the 1920s, the site lies within the NPS Buchanan Historic District (VDHR #180-28). In more recent times, the property has been used for commercial purposes (cabinet making facility & now storage) but has fallen into disrepair due to excessive deferred maintenance. The approximately 1-acre site is currently occupied by three buildings, totaling approximately 10,000 square feet. One of the buildings was severely damaged in a fire, and the roof is collapsed. The Town of Buchanan has identified the property as a priority revitalization area and obtained ARPA funds to facilitate infrastructure (water & sewer) & building redevelopment. Current assessed value: \$200,000.
3. **Community:**
  - a. Buchanan is a small, rural town in Southwest Virginia. Its current population, based on the 2021 census, was 1,210. The average unemployment rate for Buchanan was 4.4% in December of 2020, which is above the statewide average unemployment rate of 3.1% in December 2022. Buchanan's average poverty rate is 19.3%, which is above the statewide average poverty rate 10.2%.
  - b. Downtown Buchanan has seen an increase in activity over the past 3-5 years, partly due to the recreational & tourism economy and small-town immigration due to the national surge in remote work opportunities. Buchanan's downtown housing stock and lodging is limited and dated with more than 50% of housing built before 1970 (30% before 1939). This development will bring well needed high quality residential units along with a commercial component.
4. **Infrastructure:**
  - a. The water and sewer on the property is municipal and managed by the town of Buchanan. Power comes from Dominion Virginia Power. The building project will greatly increase the usage of these utilities so the infrastructure will be improved accordingly. Engineers are currently surveying the property to determine location and capacity of existing infrastructure and subsequent necessary upgrades.
  - b. The property is accessible via Lowe and Bedford St, as well as an alleyway that connects to Main St. No changes to the roadways are anticipated. Parking will be expanded and improved to code. There are existing sidewalks, and the area is a very pedestrian friendly part of town. The property is located one block from the James River, which is a highly traveled recreational blueway.
5. **Environmental Concerns:**
  - a. Tetra Tech completed a Phase I Environmental Site Assessment (ESA) under the EPA's Target Brownfield Assessment (TBA) program and identified several Recognized Environmental Conditions (RECs) due to the site's history and offsite concerns. Tetra Tech will complete a Phase II ESA to evaluate the RECs in 2023. As part of the Phase I ESA, Tetra Tech completed an Asbestos-Containing Materials (ACM) survey and identified numerous ACMs. The funding

requested under this application will be used to abate the ACMs. The Phase I ESA is attached as a hyperlink to a Dropbox, due to the size of the file.

b. This site is not subject to any federal or state regulatory programs.

6. **Virginia Voluntary Remediation Program (VRP):** The property is not currently enrolled in the VRP, but depending on the results of the Phase II ESA, the owners are open to enrolling.

### **PART III. PROJECT**

1. **Project Description:** There are three masonry buildings totaling ~10,000 sq/ft with varying condition, layout, and purpose. This historic tax credit development will be an estimated 12-14 apartments and 1-2 street-facing commercial units. Unit composition and size are 4-6 two-bedrooms and 8-10 one-bedrooms. The overall footprints of the buildings will remain the same. Residential rents are expected to range from \$700 to \$1,000, which is 56% to 67% of the local area median income (AMI). Commercial unit rents will be in the \$500-\$750 range. The property will provide reasonable accommodations for those with disabilities, and there will be no age restrictions.
2. **Scope of Work Description:** All three buildings on the site were found to have detectable levels of asbestos within various materials throughout the buildings. For example, floor tiles, thermal insulation systems and piping, caulk, floor mastic, flashing silver paint, and built-up roof materials. Two of the three buildings were found to have lead-based paint and plumbing found on the fascia, basement piping, soffit, doors, windows, and walls. PCB's were found in the caulking of windows, doors, light fixtures, and exhaust pipes. The three buildings were found to have minor mold issues. Attachment Part III-2 includes remediation quotes.
3. **Budget:** See budget attachment **Exhibit B** for budget specifics. The total budget for the redevelopment is approximately \$440,000. Funding is being requested for the ACM abatement in the three buildings, clearance sampling, and completion of the final report. The estimated ACM remediation costs, quoted by A&A Environmental LLC, is \$134,610. The Third Party Monitoring and clearance is \$800, and the final report is estimated to be \$2,000. Therefore, the total budget for the abatement project is \$137,410.
4. **Local Match:** Buchanan Schoolhouse LLC is the primary funding source for this redevelopment project, and will provide \$87,410 as match to the requested \$50,000 to complete the remediation.
5. **Time-Frame:** See **Exhibit C** for project timeline specifics. The entire project should be complete by approximately June 2024.
6. **Virginia Environmental Laboratory Accreditation Program:** SanAir Technologies Laboratory, an accredited laboratory, completed the analysis for ACMs on November 30, 2022. Any additional ACM samples collected will be sent to SanAir or another accredited laboratory.

### **PART IV- POTENTIAL REDEVELOPMENT AND REUSE**

1. **Potential Redevelopment and Reuse Plans:** The developer is currently engaged with both Balzer & Associates (Architecture and Engineering) and Hill Studios (Historic Preservation Consultants) to develop site & building plans. Finalization of these plans are contingent on the remediation and clean out of the subject property. There will be an estimated 12-14 apartments and 1-2 street facing commercial units. Unit

composition and size is still being finalized, but initial plans are 4-6 two-bedrooms and 8-10 one-bedrooms. The property will provide reasonable accommodations for those with disabilities, and there will be no age restrictions. There will be no deed restrictions/use limitations.

2. **Economic Impact:** This site and planned development usage is well aligned with the Town of Buchanan and Botetourt County comprehensive plans. It meets half of the Buchanan Town Council Top 10 Priorities (<https://bit.ly/3Vn37Cq>) that was born out of the 2019-2025 Buchanan Comprehensive Plan (<https://bit.ly/3XkDu73>). This area of Buchanan hosts dozens of annual events that support and bolster a growing tourist industry in the town. This development is one of three redevelopment sites that the town has identified as critical to their redevelopment economy. Two of the three will be utilizing historic tax credit mixed use redevelopment.
3. **Strategic or Comprehensive Plans:** The development addresses half of the primary conclusions from the 2017 Botetourt Housing Study (pg 69 of the attached file). These priorities & conclusions mainly highlight the lack of housing supply, housing affordability, need for affordable rentals over homeownership, historic preservation, and development of adaptive re-use properties.
4. **Zoning:** Property is currently zoned "Office". Zoning will change to "Trade with special use permit" to allow for mixed use residential /commercial. The Town has verbally agreed to do so and has recently approved an identical request for a nearly identical historic tax credit redevelopment just a few blocks away.
5. **Prospects:** The Town of Buchanan has identified this property as one of three blighted sites that need redevelopment in order to serve as a catalyst for larger redevelopment. To further this approach, an EPA TBA was obtained to perform the Phase I ESA. The location of this property is central to many local events. The developer plans to dedicate several residential units for short term lodging to help support these events. Additionally, the commercial space(s) will provide well needed and updated locations for local businesses. The developer closed on the property and is committed to its success.

#### **ATTACHMENTS:**

- **Exhibit A**
- **Exhibit B**
- **Exhibit C**
- **Part II 1: Site Location Map**
- **Part II 5-a: [Phase I ESA](#)**
- **Part III 2: Site Remediation and Removal Quote**
- **Part IV 3: 2017 Botetourt Housing Study**



**A Resolution**

**Authorizing Contracting with Stantec Consulting to Provide Professional Services for the completion of a Community Flood Preparedness Resilience Plan for the Town of Buchanan**

Whereas, the Town of Buchanan has successfully applied for and was granted a Community Flood Preparedness Fund Grant (CFPF 22-03-36-S) through the Virginia Department of Conservation and Recreation in the grant amount of \$54,000, with \$6,000 in Town of Buchanan matching Funds, to complete a Community Flood Preparedness Resilience Plan;

Whereas, Stantec Consulting Services, Inc has successfully been chosen to work with the Town on different grant opportunities through a formal Request for Qualifications process;

Whereas, Stantec has submitted a Professional Services Agreement for the completion of a Community Flood Preparedness Resilience Plan for the Town of Buchanan;

Now, therefore, be it resolved that the Town of Buchanan does hereby authorize the Town Manager to sign, on behalf of the Town, a Professional Services Agreement with Stantec.

AYES:

NAYS:

ABSENT:

APPROVED:

---

Mayor

ATTEST:

---

Town Clerk

This Agreement is made and entered into effective March 27, 2023 (the "Agreement Date") by and between:

**"Client"**

Name: Town of Buchanan, Virginia  
Address: 19753 Main Street, Buchanan, VA 24066  
Phone: (540) 254-1212  
Representative: George Hayfield, Town Manager Email: buchanantownmanager@buchanan-va.gov

**"Stantec"**

Name: Stantec Consulting Services Inc.  
Address: 10988 Richardson Road, Ashland, VA 23005  
Phone: (803) 960-2069  
Representative: Joe Morici, Senior Principal Email: joseph.morici@stantec.com

Project Name (the "Project"):

CFPF Flood Resilience Plan

**DESCRIPTION OF WORK:** Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

**COMPENSATION:** Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make payment by Electronic Funds Transfer when requested by Stantec.

**REPRESENTATIVES:** Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

**NOTICES:** All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

**CLIENT'S RESPONSIBILITIES:** The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals,

licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

**STANTEC'S RESPONSIBILITIES:** Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits, or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as or be an employee of the Client.

**TERMINATION:** Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations, and responsibilities of Stantec are terminated.

**SUSPENSION OF SERVICES:** If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

**ENVIRONMENTAL:** Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

**BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS:** Stantec shall, to the best of its ability, interpret building codes, by-laws, and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes, and regulations of government agencies, including federal, state, provincial, municipal, and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations, and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**COST AND SCHEDULE OF CONSTRUCTION WORK:** In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment, or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

**INDEMNITY:** The Client releases Stantec from any liability and agrees to defend, indemnify, and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

**ADDITIONAL  
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Rate Table

**INSURANCE  
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.



# PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Community Flood Preparedness Resilience Plan. The Resilience Plan will be made available to the public through the Town's website and as a hardcopy at the Town Offices.

(Hereinafter called the "Services")

CONTRACT TIME: Commencement Date: March 27, 2023  
Estimated Completion Date: April 30, 2024  
CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

Baseline Information for Resilience Plan Development	
Project Task	Cost
Review of Flood Related Documents and Coordination with Town Staff	\$4,000
Visual Inspections	\$4,000
Flood Scenario Modeling	\$20,000
Resilience Plan Development	
Develop Proposed Flood Control Projects	\$10,000
Table Top Exercise for Key Stakeholders	\$3,000
Public Information and Input Meeting	\$3,000
Develop Town of Buchanan Resilience Plan	\$12,000
<b>Total Cost</b>	<b>\$56,000</b>

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

ADDITIONAL  
CONDITIONS:

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

No additional Conditions

**COVID-19:** The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME are based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

Attached to and forming part of the Agreement BETWEEN:

Town of Buchanan, Virginia  
(Hereinafter called the "Client")  
- and -  
Stantec Consulting Services Inc.  
(Hereinafter called "Stantec")

EFFECTIVE: March 27, 2023

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above-described Agreement.

SERVICES: Stantec shall perform the following Services:

**Baseline Information for Resilience Plan Development**

- **Flood Scenario Modeling:** The Town of Buchanan has an existing detailed FEMA flood model that will be obtained to ascertain flood risk and evaluate alternatives. The existing FEMA Flood Insurance Rate Map (FIRM) model for regulatory and non-regulatory data will be requested and purchased within ten (10) days of project start. The model will then be used to develop multiple return periods (up to five) which are likely the 10-year, 50-year, 100-year, 500-year, and 1,000-year. Decisions on which frequencies to include will include research on past events and likely future conditions. Spatial GIS files will be produced to evaluate alternatives including depth grids and water surface elevations. Up to five (5) different flood control options will be evaluated for various return periods as part of this evaluation.
- **Visual Inspections:** Stantec will perform visual inspections of features of interest to the community flood preparedness program located along the James River and within the floodway. This effort will also include an inspection of tributary streams and relevant drainage structures to ensure localized flooding is not occurring as a result of maintenance related issues.
- **Review of Flood Related Documents and Coordination with Town Staff:** Stantec will compile and review relevant local, County, and regional flood related documents to establish a baseline of Town's current community flood preparedness. As part of this effort the consultant will interview Town staff to capture their institutional knowledge.

**Resilience Plan Development**

- **Proposed Flood Control Projects:** Based on the information learned while compiling the baseline information about the Town's current community flood preparedness, Stantec will develop a list of specific potential future community flood preparedness projects. Principles from the five key resilience plan elements will guide the inclusion of projects. An initial working list of projects will be developed and may change during the resilience plan development process. The list of projects ultimately included in the Town's Resilience Plan will incorporate input from key stakeholders and will provide the path for the Town's flood preparedness efforts.
- **Table Top Exercise for Key Stakeholders:** Stantec will conduct a presentation/training for local officials and other key stakeholders, which is designed to educate and collect input regarding the Town's redevelopment, planning, and community flood preparedness priorities. This event will be limited to two (2) hours in consideration of the stakeholders' schedules. However, if any attendees have additional questions or comments the Town's consultants will conduct follow up discussions with those individuals.
- **Public Information and Input Meeting:** Stantec will conduct a public meeting with the goal of educating the citizens of Buchanan about Town's community flood preparedness efforts and soliciting public input on the proposed projects that will be included in the Town's Resilience Plan. This event will be limited to two (2) hours.
- **Develop Town of Buchanan Resilience Plan:** Stantec will integrate all the information gathered throughout the information collection, project development, the stakeholder table top exercise, and the public information meeting to develop the Town of Buchanan's

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

**ENTIRE AGREEMENT:** This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions, or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

**SEVERABILITY:** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

**CONTRA PROFERENTEM:** The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

**BUSINESS PRACTICES:** Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

**THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.**

The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Agreement Date noted above.

**Town of Buchanan, Virginia**

**Stantec Consulting Services Inc.**

George Hayfield, Town Manager  
Print Name and Title

Joe Morici, Senior Principal  
Print Name and Title

Signature \_\_\_\_\_

Signature \_\_\_\_\_

**LIMITATION OF LIABILITY:** It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$150,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers, or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

In no event shall Stantec's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

**DOCUMENTS:** All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon, or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify, and hold Stantec, its officers, employees, consultants, and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

**PROJECT PROMOTION:** Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

**FORCE MAJEURE:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

**GOVERNING LAW:** This Agreement shall be governed, construed, and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

**DISPUTE RESOLUTION:** If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

**ATTORNEYS FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

**ASSIGNMENT AND SUCCESSORS:** The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**PROTECTION OF PRIVACY LAWS:** The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.



**TOWN OF BUCHANAN**  
**TOWN COUNCIL MEETING**  
**MONTHLY REPORT / PROJECT UPDATE**

**AGENDA ITEM: Monthly Reports**

**DATE: April 10, 2023**

**PREPARED BY: Claudine Stump**

**MONTHLY REPORT / PROJECT UPDATE:**

Provide customer service for citizens  
Take payments for WSG, Taxes, Business License  
Council Minutes  
Water Leak Tracking  
ACH payments  
Print & Mail WSG Invoices  
Assign, print, and Mail Late Fees  
Create Cut-off notices, assign and mail

**ATTACHMENTS:**

**HEADS UP ITEMS:**

*The employees of Buchanan, Virginia are committed to providing the highest quality service to the community as directed by the Town Council within the constraints of the town's resources and will do so without regard to personal gain or privilege.*



**TOWN OF BUCHANAN  
TOWN COUNCIL MEETING  
MONTHLY REPORT / PROJECT UPDATE**

**AGENDA ITEM: Monthly Reports**

**DATE: April 10, 2023**

**PREPARED BY: Harry Gleason**

**MONTHLY REPORT / PROJECT UPDATE:**

Virginia Commission of the Arts Creative Community Partnership Grant submitted  
Assist with Meter Readings  
Big Prize Tickets printed  
Assist with BPOL  
Arbor Day – Friday, April 7<sup>th</sup> at 11:00 a.m.

**ATTACHMENTS:**

**HEADS UP ITEMS:**

Arbor Day – Friday, April 7<sup>th</sup> at 11:00 a.m.  
FSWVA Farmer's Market April 26<sup>th</sup>  
Buchanan Elementary School History Class & Walking Tour April 27 & 28  
Buchanan Civil War History Weekend April 28, 29, 30  
LOA Farmer's Market May 3<sup>rd</sup>  
Buchanan Garden Festival May 6<sup>th</sup>  
Small Business Appreciation Day – Wednesday, May 10<sup>th</sup>  
Dates for RERC Public Workshops set – July 13 & 14



**TOWN OF BUCHANAN**  
**TOWN COUNCIL MEETING**  
**MONTHLY REPORT / PROJECT UPDATE**

**AGENDA ITEM: Monthly Reports**

**DATE: April 7, 2023**

**PREPARED BY: Brian Simmons**

**MONTHLY REPORT / PROJECT UPDATE: Tab II iii. Public Works**

**Water Projects**

Replace Meter  
Read Meters  
Assist Pall Company with tank replacement in filter building  
Shut offs- 4  
Cut on-3

**Sewer Projects**

Jet Residential Line – 2  
Assist IMB removing clogs from Treatment Plant using jetter  
Repair Residential Sewer-2

**Others**

Assist with Arbor Day Activities  
Repair plumbing and water leak issues at Concession Stand in the park  
Maintaining the lawns and upkeeping the park and various other properties

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**TOWN OF BUCHANAN  
TOWN COUNCIL MEETING  
MONTHLY REPORT / PROJECT UPDATE**

**AGENDA ITEM: Monthly Reports**

**DATE: 4/7/2023**

**PREPARED BY: John Griffin**

**MONTHLY REPORT / PROJECT UPDATE:**

Worked on General Fund reconciliation. When I started the last reconciliation was completed for the end of October. I have completed it through January.

Worked with Bank of Botetourt to correct a bank error.

Created a spreadsheet of the last 4 years of Budget reports in preparation of FY24 Budget work.

Created a spreadsheet of YTD Actual amount versus Budget amount for same.

Processed accounts payable and payroll.

Working with Ooma to set up new phone system and port numbers.

Working with Civics+ on website design and information

Sent out 96 past due notices for 2022 RE taxes totaling almost 16K in unpaid taxes.

Processed all requirements for the Town to take ownership of current Quickbooks software.

This will allow implantation of direct deposit.

Submitted final report for Brownfield grant.

**ATTACHMENTS:**

**HEADS UP ITEMS:**

Will begin the transition to Southern Software later this month with full implementation after the end of the current fiscal year.

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## **Manager Report**

**April, 2023**

### **Meetings/ Activities**

March 6    Start date  
March 6    Planning Commission Meeting  
March 9<sup>th</sup>   Council Work Session  
March 13   March Council Meeting  
April 3    Planning Commission meeting  
April 6    Council Work Session  
April 9    Easter  
April 10   April Council Meeting  
April 12   Arbor Day/11am  
April 15<sup>th</sup> Spring Clean Up Day  
April 18   Budget Work Session (Tentative)  
April 29   Buchanan Farmers/ Community Market  
April 28, 29, 30 Buchanan Civil War History Weekend

### **Businesses visited in my first month:**

The Fountain  
The James River Drip  
Tammie's Place  
Best Place Antiques  
Dollar General  
Main Street Barber Shop  
Bank of Botetourt  
Imboden  
Stantec

### **Persons spoken to:**

David Carter, Gateway Real Estate  
Karen Newbill, VP Bank of Botetourt  
Debbie Cockman, Southern Software  
Tara Marciniak, Center In the Square  
Amy White, County Supervisor  
Mike Burton & Jessie Burton  
Darvon Tyree  
Joe Morici, Stantec  
Khari Ryder, Botetourt Chamber of Commerce

VDOT	Tim Dunaway, (Owner/ developer/ School Site)
Chamber of Commerce	Jeremy Bennington, Fire Department
Center in the Square	Doug Hudgons, CHA Eng.
CHA (Engineering)	Ken Degulio, Dept. of Health/ Drinking Water
Buchanan Fire Department	Pat Woods, Hair Affair
Buchanan Library	Cheryl Wagner, Buchanon Librarian
	John Puvak, Town Attorney
	Jason Tyree
	Terry Cash
	Mr. Emore
	Rodney Whaley

#### **Grants Worked:**

Virginia Brownfields Assessment Grant Fund (VBAF) / Buchanan H.S. Project  
 SLFRF/ ARPA grant funds  
 CFPF Community Flood Protection Fund / Flood Study  
 FY24 Creative Communities Partnership Grant  
 Real Estate Investment Grants Program (ARPA façade grant)

#### **Meeting with/ Communication with:** Dominic Bassile/ School Project

Joe Morici/ Stantec/ Flood Study

Rodney Whaley/ Federal Railway Administration

#### **Planning & Zoning:**

Zoning Permits/ March/ 8 permits

Rezoning Application: Review/Dollar General

Conditional Use Permit: San Mar Co

Sign Permit: Dollar General

Planning Commission/ March 6, April 3 meetings

Zoning Ordinance/ Review started

Codification of Ordinances/ process started