



Buchanan Town Council Work Session

Thursday, April 15, 2021, &PM

Town Hall

Agenda

- A. Roll Call and Establishment of Quorum**
- B. Proposed 9/11 Anniversary Walk – Bill Price**
- C. Discussion of Agreement with Botetourt County Sheriff**
- D. Lowe St. Crosswalk Update (if quotes are received from VDOT)**
- E. Main St. Curb Re-painting (if quote received from Mike Hatcher)**
- F. Review Proposed FY22 Budget (previously distributed)**
- G. Adjourn**

4/2/2021

From: Bill Price

1171 Oak Ridge Road, Buchanan, Va 24066

To: Buchanan Town council

Buchanan, Va 24066

Dear Town Council Members:

As part of the 20th Anniversary of the Events of 9/11, I would like to hold my Annual 9/11 Memorial Walk in town park. I would like to expand this year's events to include a Memorial Movie night on Sept 10th showing World Tarde Center starring Nicolas Cage. I would like to open the park for food and seating at 6pm. I would like to have burgers, hot dogs, soda and popcorn. This would be a bring your own chair or blanket events and not a drive-in, for safety reasons. I request the bathrooms be opened so they are accessible for use and use of the open BBQ pit for cooking if possible. The movie would start just after sunset. All proceeds from food sales would be donated to New Freedom Farm. There is no cost to the town, as the movie has been paid for privately. We would need 2 outlets per the movie company to run the movie, and 1 more for the popcorn machine. In case of bad weather, the movie company has a policy in place that allows for rescheduling up to 18 months out.

The walk itself would be Saturday at the park, with opening remarks beginning at 0730. The walk will take place starting at 0846 (the time the 1st tower gets hits) and ends at 1028 (the time when the 2nd tower falls). There will be a tent sent up with water, Gatorade and snacks for the walkers. From 1030 until 1200, the former Town Manager Jason Tyree indicated that the town would like to sell burgers and carnival fries. The local PTA would like to do a bake sale, and there will be patriotic music played by a local band, Route 11, as well as The Highland Bagpiper's band.

We would like to have the American flag displayed on the flagpole in the park on those days as well, if possible. And also on 9/11 to have flags displayed on the flag poles running down Main St.

Sincerely,
Bill Price



To: Mayor and Town Council

From: Jon Ellestad, Interim Town Manager

Date: April 6, 2021

Subject: Contract with Botetourt County Sheriff

In 2018, the Town signed a revised agreement with the Botetourt County Sheriff, for a period of three years, for additional law enforcement services. It was a continuation of an agreement that had been in existence for many years prior to that. Now, on June 30 of this year, the contract will re-new on a year-to-year basis, unless notice is provided, by either party, thirty (30) days prior to expiration. The contractual amount the Town pays for these services is \$35,000 per year and we receive about \$32,000+ of that amount from the State in HB599 funding. A copy of the agreement is attached.

I have no knowledge of how beneficial this agreement has been to the Town and ask what the Council's opinion is regarding this it. So far, we have not been contacted by the Sheriff regarding the agreement. You have three options before you: 1) let the agreement roll over for another year with the same terms, 2) attempt to renegotiate the cost or services provided, or 3) notify the Sheriff of your desire to terminate the agreement.

If options 2 or 3 are chosen, an official notice to the Sheriff would need to be made soon.

AGREEMENT FOR LAW ENFORCEMENT SERVICES

As of the 23rd day of May, 2018, Ronald N. Sprinkle, in his official capacity as Sheriff of Botetourt County, Virginia (the "Sheriff"), the Board of Supervisors of Botetourt County, Virginia (the "County"), and the Town Council of the Town of Buchanan, Virginia, (the "Town"), agree as follows:

WHEREAS, the Town, a municipal corporation within Botetourt County, wishes to contract with the Sheriff and the County to provide additional law-enforcement services within the Town limits beyond those customarily provided in the unincorporated areas of the County, and to enforce the Town Code of ordinances; and

WHEREAS, the Sheriff, on mutually agreeable terms, wishes to contract with the Town to provide law-enforcement services within the Town limits, and to enforce the Town Code; and

WHEREAS, the County is agreeable to such arrangement; and

WHEREAS, § 15.2-1726 of the Code of Virginia, 1950, as amended, permits the Sheriff, the Town, and the County to enter into such an arrangement under the terms set forth herein:

WITNESSETH:

NOW THEREFORE, the Town, the Sheriff, and the County, in consideration of the premises hereof and the mutual promises set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree:

1. *Sheriff Designated as Chief Law Enforcement Officer for Town.* The Sheriff shall be the chief law-enforcement officer for the Town, and whenever the Town Charter or the Town Code provides that authority is to be exercised or responsibility is to be fulfilled by the town sergeant, town police chief, or the like, such term shall be construed to refer to the Sheriff. The Sheriff is further authorized to enforce the provisions of the Town Code within the Town's corporate limits, as authorized by Va. Code § 15.2-1726.

2. *Hours to be Spent in Town.* This Agreement is in the nature of a services contract. The Sheriff shall provide, through duly-sworn deputies, law enforcement services for the Town, including enforcement within the corporate limits and on real estate owned by the Town, for not less than 40 hours per week above and beyond the level of law enforcement provided in the unincorporated areas of the County. These services are hereby agreed to be police services equal to or greater than the police services last furnished by the town's police department for purposes of the definition of "Police department" under Va. Code § 9.1-165.

3. *Services to be Provided by Sheriff.* The Sheriff or his duly-sworn deputies shall provide law enforcement services within the Town limits, with the primary objective of enforcing the provisions of the Town Code. For the number of hours set forth in section 2, the Sheriff shall provide such law-enforcement services within the Town corporate limits as he may deem necessary for the proper enforcement of state and local law; provided, however, that his primary objectives shall be to:

- a. Enforce the Town loitering law within reason;
- b. Enforce the Town parking ordinances within the Town municipal limits within reason;
- c. Enforce the legal speed limits within the Town;
- d. Perform limited foot patrols within the Town;
- e. Enforce violations of the Town noise ordinance pursuant to Chapter 13 of the Town Code;
- f. Provide best efforts to assist with I-81 traffic control that is redirected through Buchanan from time to time;

- g. Provide enforcement and traffic control at Town events of limited scope such as parades.

The Sheriff shall coordinate with the Buchanan Town Manager on the hours to be worked by any deputy assigned to the Town in order to best use his or her services. The Town understands that deputies who are assigned to shifts pursuant to this Agreement may be called away due to emergencies elsewhere in the County. However, if a deputy is called away, time spent on such emergencies will not be counted toward the 40 hours contemplated under this Agreement. These services are not intended to include law enforcement services for major events, such as the Town Carnival, where overtime is required to provide the needed coverage. Such services, if desired by the Town, shall be billed separately for the actual overtime hours worked. Coverage for such events that are provided by officers on their regular schedule shall be considered to be a part of the services listed above.

4. *Fees & Billing.* The Town shall pay the County a flat amount of \$35,000 per year for the services provided under this Agreement. The Town shall pay this sum in 12 equal monthly installments each year.

5. *Integration.* This Agreement constitutes the full and complete agreement of the Parties respecting its subject matter, and any prior or contemporaneous agreements or understandings, written or oral, are hereby merged into and superseded by the provisions of this Agreement. This Agreement may only be amended or supplemented by a subsequent writing of equal dignity except where expressly set forth herein. This Agreement may not be assigned by a Party without the prior written consent of the other Parties.

6. *Choice of law.* This Agreement shall be construed according to the laws of the Commonwealth of Virginia without regard to its principles of conflicts of laws. The Parties

consent to exclusive venue and jurisdiction in the Circuit Court for Botetourt County, Virginia, and shall not file any suit in any other court.

7. *Severability.* This Agreement is severable, and if any provision is found to be invalid by any court of competent jurisdiction, the remainder shall survive.

8. *Counterparts.* This Agreement may be executed by facsimile, electronic or original signature of the Parties and in counterparts which, assuming no modification or alteration, shall constitute an original and when taken together, shall constitute one and the same instrument.

9. *Waiver.* The failure of either Party to this Agreement to insist upon strict compliance with any term herein shall not be construed to be a waiver of that requirement.

10. *Term.* This Agreement shall be for a three-year term, beginning on July 1, 2018, and continuing through June 30, 2021. If notice is not given of intent to terminate by 30 days before the end of the term, this Agreement shall renew year-to-year.

11. *Further Assurances.* If any further resolution, ordinance, or act is required in order to fully effectuate this Agreement, the Parties hereby agree to take such further act.

IN WITNESS WHEREOF, see the following seals and signatures:

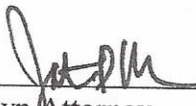
For RONALD M. SPRINKLE, BOTETOURT COUNTY
SHERIFF:

/s/ Ronald M. Sprinkle
Ronald N. Sprinkle, Sheriff

For the TOWN COUNCIL OF THE TOWN OF
BUCHANAN, VIRGINIA:

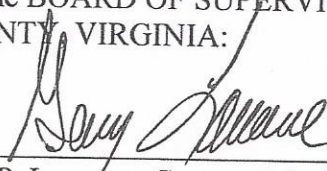
/s/ Craig Bryant
Craig Bryant, Mayor

APPROVED AS TO FORM:



Town Attorney

For the BOARD OF SUPERVISORS OF BOTETOURT
COUNTY, VIRGINIA:

/s/ 

Gary P. Larowe, County Administrator

APPROVED AS TO FORM:



County Attorney