



Town of Farmville

Town Council

January 11, 2023 at 7:00 PM
Council Chamber of the Town Hall
116 North Main Street, Farmville, VA

AGENDA

1. **Call to Order and Welcome Guests**
2. **Invocation by Rev. Scott Curtis, Pastor of Heritage Baptist Church**
3. **Pledge of Allegiance led by Vice-Mayor Reid**
4. **Roll Call**
5. **Introduction of Farmville Police Department New Officers**
6. **Introduction of Farmville Fire Department New Firefighter**
7. **Public Hearing - Resolution 2023-01-01 - Amending the FY 2022-23 Town Budget**
 - a. Public Hearing Notice
 - b. Public Hearing Sign Up Sheet
8. **Public Hearing - Ordinance No. 218 - Alley Abandonment - 1702 South Main Street**
 - a. Public Hearing Notice
 - b. Public Hearing Sign Up Sheet
9. **Public Comment Period - Please Limit Comments to Three Minutes**
 - a. Public Comment Sign Up Sheet
10. **Presentations**
 - a. ABM - Energy and Infrastructure Savings Solutions
 - b. Introduction to Planned Unit Development - Lee Pambid, Director of Community Development
11. **Request Approval of the Consent Agenda**
 - a. Draft Minutes of the Regular Council Meeting held on December 14, 2022, and the Special Meeting held on December 28, 2022
12. **Request Approval of the Finance Report**
 - a. Report by Finance Director Julie Moore
13. **New Business**
 - a. Request Appointment of Vice-Mayor
 - b. Request Adoption of the Code of Ethics and Conduct and Ethics Pledge
 - c. Request to Adopt Resolution 2023-01-01 - Amending the FY 2022-23 Town Budget
 - d. Request to Adopt Ordinance No. 218 - Alley Abandonment - 1702 South Main Street
 - e. Discussion: Replacement Fire Truck Purchase using ARPA Funds

- 14. Staff Reports**
- 15. Standing Committee Reports**
- 16. Comments by the Mayor and Members of Town Council**

David E. Whitus
Mayor

Mary H. McKay
Clerk of Council



COUNCIL
A. D. "Chuckie" Reid
Brian Vincent
Daniel E. Dwyer
Donald L. Hunter
Greg Cole
Sallie O. Amos
Tommy Pairt

Town of Farmville
Town Council
Public Hearing Notice

The Farmville Town Council will hold a public hearing beginning at 7:00 PM, on Wednesday, January 11, 2023, in Council Chambers, located on the second floor of the Town Hall, 116 North Main Street, Farmville, Virginia to hear citizen comments on the following:

Resolution No. 2023-01-01 – To amend the Town Budget for the fiscal year beginning July 1, 2022, and ending June 30, 2023, in a total amount of \$23,618,089.40. To transfer surplus funds from FY 2021-2022 Budget to the FY 2022-2023 Budget in the aggregate amount of \$1,656,654.69.

The Farmville Town Council will discuss and consider the request for the budget amendment following the public hearing. Any person(s) wishing to comment on the above matter should plan to attend this meeting or submit written comments. If you do not feel comfortable attending the meeting, you can participate by contacting the Clerk of Council's office and ask to participate in the public hearing by phone. Once a person has formally made this request, they will be provided with a conference call number. Please send your requests to Mary McKay at mmckay@farmvilleva.com or by calling (434) 392-9465 by 5:00 PM on Wednesday, January 11, 2023.

Questions and comments related to this public hearing may be directed to the Town Manager's Office, 116 North Main Street, PO Drawer 368, Farmville, Virginia, 23901 or by calling (434) 392-5686, between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

It is the intent of the Town to comply with the Americans with Disabilities Act. Should you need special accommodation, please contact C. Scott Davis, LP.D., Town Manager, at (434) 392-5686, prior to the meeting.



PUBLIC HEARING COMMENTS
Town Council Meeting
January 11, 2023
Guests Sign Up Sheet

<i>Name</i>	<i>Address</i>	<i>Topic</i>	<i>Via</i>

David E. Whitus
Mayor

Mary H. McKay
Clerk of Council



COUNCIL
A. D. "Chuckie" Reid
Brian Vincent
Daniel E. Dwyer
Donald L. Hunter
Greg Cole
Sallie O. Amos
Tommy Pairt

Town of Farmville
Town Council
Public Hearing Notice

The Farmville Town Council will hold a public hearing on Wednesday, January 11, 2023, at 7:00 PM in the Council Chamber, located on the second floor of the Town Hall, 116 North Main Street, Farmville, Virginia to hear citizen comments on the following matters:

- Ordinance No. 218 - An ordinance abandoning a 246' portion of a twenty-foot alley located to the rear of the parcel located at 1702 South Main Street, Farmville, VA on Tax Parcel No. 23A13 A 13.

The full text of the proposed ordinance amendment is available by contacting the Clerk of Council at (434) 392-9465 and online at www.farmvilleva.com.

The Farmville Town Council will consider the amendment following the public hearing. Any person(s) wishing to comment on the above matter should plan to attend this meeting or submit written comments. If you do not feel comfortable attending the meeting, you can participate by contacting the Clerk of Council and ask to participate in the public hearing by phone. Once a person has formally made this request, they will be provided with the conference call number. Please send your requests to Mary McKay at mmckay@farmvilleva.com or by calling (434) 392-9465 by 5:00 PM on Wednesday, January 11, 2023.

Questions and comments related to this public hearing may be directed to the Department of Community Development, 116 North Main Street, PO Drawer 368, Farmville, Virginia, 23901 or by calling (434) 392-8465, between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

It is the intent of the Town to comply with the Americans with Disabilities Act. Should you need special accommodation, please contact C. Scott Davis, LP.D., Town Manager at (434) 392-5686, prior to the meeting.



PUBLIC HEARING COMMENTS
Town Council Meeting
January 11, 2023
Guests Sign Up Sheet

<i>Name</i>	<i>Address</i>	<i>Topic</i>	<i>Via</i>



PUBLIC COMMENTS
Town Council Meeting
January 11, 2023
Guests Sign Up Sheet
(Please limit comments to three minutes)

<i>Name</i>	<i>Address</i>	<i>Topic</i>	<i>Via</i>



Town of Farmville

Agenda Item Summary

MEETING DATE: January 11, 2023

ITEM NUMBER: 11.a. – Draft Minutes of the Regular Council Meeting held on December 14, 2022, and the Special Meeting held on December 28, 2022

BACKGROUND:

RECOMMENDATION: Approve the Consent Agenda as presented.

FISCAL IMPACT:

ATTACHMENTS:

1. 2022-12-14 Regular Meeting Minutes-DRAFT
2. 2022-12-28 Special Meeting Minutes-DRAFT

REGULAR MEETING OF THE FARMVILLE TOWN COUNCIL
HELD ON DECEMBER 14, 2022

At the regular meeting of the Farmville Town Council held on Wednesday, December 14, 2022, at 7:00 PM, in the Council Chamber of the Town Hall, located at 116 North Main Street, Farmville, Virginia, there were present: Mayor D.E. Whitus, presiding, and Council members D.L. Hunter, T.M. Pairet, A.D. Reid, B.R. Vincent, S.O. Amos, G.C. Cole and D.E. Dwyer.

The staff members present were Town Manager C. Scott Davis, Town Attorney Gary Elder, Chief of Police Andy Ellington, Finance Director Julie Moore, Community Development Director Lee Pambid, Public Works Director Robin Atkins, Fire Chief Daniel Clark, IT Support Ashley Atkins-Austin, Deputy Clerk Jacqueline Vaughan, and Clerk Mary McKay.

Mayor Whitus called the meeting to order and welcomed all guests.

Rev. Dr. J. Adam Tyler, Pastor of Farmville Baptist Church provided the Invocation, followed by the Pledge of Allegiance led by Vice-Mayor Reid.

The Clerk called the roll noting all Council members were present.

TOWN EMPLOYEE 25TH ANNIVERSARY RECOGNITION – RANDY BIGGERS/WATER TREATMENT PLANT

Randy Biggers was not in attendance; however, the Town Manager recognized his 25 years of service with the Town of Farmville and reported a Town watch will be provided to him. A thank you was expressed to Mr. Biggers for his dedication to the community.

INTRODUCTION OF FARMVILLE POLICE DEPARTMENT NEW OFFICERS

No introductions were made at this time.

INTRODUCTION OF NEW COMMUNICATIONS OPERATORS

Emergency Communications Manager Jackie Gilbert introduced two Communications Operators who were hired earlier this year, Henry Nase and Nia Lee. Mayor Whitus welcomed Mr. Nase and Ms. Lee and expressed a thank you to Ms. Gilbert and her communications team.

PRESENTATION: PROCLAMATION IN RECOGNITION OF JERRY TODT

The Clerk read the proclamation and Mayor Whitus asked Mr. Todt to join him down front for the presentation.

**PROCLAMATION
IN RECOGNITION OF
JERRY TODT**

WHEREAS, Jerry Todt is recognized for the accomplishments received as a local author; and

WHEREAS, the Hallmark Channel's Countdown to Christmas 2022 schedule includes a movie based on the story from Jerry Todt's first book in the Maple Valley series; and

WHEREAS, this story, *A Maple Valley Christmas*, has aired this holiday season for all to enjoy; and

WHEREAS, Jerry Todt's success as an author continues with his second book in the series, *A Maple Valley Wedding*; and

NOW, THEREFORE, I, David E. Whitus, Mayor of the Town of Farmville, ask the residents of the Town of Farmville to join him in extending congratulations on the success of local author, Jerry Todt; and

IN OFFICIAL RECOGNITION WHEREOF, I hereby affix my signature and the Town of Farmville seal on this 14th day of December, 2022.

David E. Whitus, Mayor

**REQUEST ADOPTION OF RESOLUTION OF APPRECIATION – COUNCIL MEMBER
GREG COLE**

Mr. Hunter made a motion to adopt the Resolution of Appreciation for Council Member Greg Cole, seconded by Mr. Reid, and with all in favor voting "aye", the motion passed.

RESOLUTION OF APPRECIATION
FROM THE FARMVILLE TOWN COUNCIL
IN RECOGNITION OF
GREG COLE

Whereas, Greg Cole is recognized for his dedication to the citizens of the Town of Farmville as he served as Ward A Council member from July 1, 2014 to December 31, 2022; and

Whereas, his ongoing commitment to serve is recognized as he contributed his knowledge of finance as a member of the Finance and Ordinance Committee and then serving as Committee Chair; and

Whereas, while serving on the Finance and Ordinance Committee, Mr. Cole worked to establish guidelines which allowed the Town to become more financially stable; and worked diligently with Council and staff to reduce the Town's debt by \$14,189,314; and

Whereas, being Chair of the Parks and Recreation Committee, Greg Cole was instrumental in the development of a Parks and Recreation Department in the Town of Farmville; and

Whereas, Council member and President of the Farmville Lions Club, Greg Cole presented the Town of Farmville with the largest single donation received from a civic organization which helped cover the cost of playground equipment at the Farmville Lions Club Park; and

Whereas, Council member Cole advocated for the hiring of an Executive Director for the Prince Edward Volunteer Rescue Squad, and assisted in creating a plan to help the organization become financially stable; and

Whereas, the Farmville Town Council expresses sincere appreciation for the many dedicated years of service to this community; and

BE IT FURTHER RESOLVED that a copy of this Resolution of Appreciation be recorded in the minutes of the Town of Farmville, Virginia.

This resolution was adopted by the Farmville Town Council on the 14th day of December, 2022.

The Honorable David E. Whitus, Mayor

The Honorable A.D. "Chuckie" Reid, Vice-Mayor

The Honorable Sallie O. Amos

The Honorable Daniel E. Dwyer

The Honorable Tommy Pairet

The Honorable Brian R. Vincent

The Honorable Donald L. Hunter

Attest: _____
Mary H. McKay, Clerk of Council

REQUEST ADOPTION OF RESOLUTION OF APPRECIATION – MAYOR DAVID WHITUS

Mr. Reid made a motion to adopt the Resolution of Appreciation for Mayor David Whitus, seconded by Mr. Pairet, and with all in favor voting “aye”, the motion passed.

RESOLUTION OF APPRECIATION
FROM THE FARMVILLE TOWN COUNCIL
IN RECOGNITION OF
DAVID E. WHITUS

Whereas, since July 1, 2014, David E. Whitus has served honorably as Mayor to the citizens of the Town of Farmville, and is recognized for his dedication to the mayoral office; and

Whereas, with professionalism and enthusiasm, David E. Whitus also served from July 8, 1998-June 30, 2014, as Council member of the Farmville Town Council; and

Whereas, Mayor Whitus was instrumental in the development of the Affordable Housing Roundtable discussions to address the community’s housing needs; and

Whereas, Mayor Whitus established Farmville’s Christmas Tree Lighting event which annually highlights the beginning of the holiday season; and

Whereas, with his steadfast leadership, he contributed to the success of the Farmville community when it hosted the 2016 Vice-Presidential Debate in partnership with Longwood University; and

Whereas, while serving as a Budget Committee member, a recommendation was made to Town Council to implement a cigarette tax in order to generate additional revenue for the Town of Farmville’s General Fund; and

Whereas, Mayor David E. Whitus continued his work with Council and staff to help reduce the Town’s debt by \$14,189,314; and

Whereas, the Farmville Town Council offers its deepest gratitude to David E. Whitus for the guidance provided while serving the citizens of the Town of Farmville, and

BE IT FURTHER RESOLVED that a copy of this Resolution of Appreciation be recorded in the minutes of the Town of Farmville, Virginia.

This resolution was adopted by the Farmville Town Council on the 14th day of December, 2022.

The Honorable A.D. “Chuckie” Reid, Vice-Mayor _____

The Honorable Sallie O. Amos _____

The Honorable Daniel E. Dwyer

The Honorable Tommy Pairet

The Honorable Brian R. Vincent

The Honorable Donald L. Hunter

The Honorable Greg Cole

Attest: _____
Mary H. McKay, Clerk of Council

PUBLIC HEARING – ORDINANCE NO. 216 – ADDING SECTION 29-22.1, ADDITIONAL HEIGHT REGULATIONS

With no one signed up or wishing to speak, the Public Hearing was closed.

PUBLIC COMMENT PERIOD

Danny Huskey and Donna Vancleave were present to share information about WFLO Radio being back on the air. A thanks was offered for the reception received from local businesses.

Longwood University President W. Taylor Reveley IV was present to thank Greg Cole and offered words of gratitude to Mayor Whitus.

REQUEST APPROVAL OF THE CONSENT AGENDA

On motion by Mr. Hunter, seconded by Mrs. Amos, and with all Council members voting “aye”, the consent agenda was approved as presented. The consent agenda includes the draft minutes of the Regular Council meeting held on November 9, 2022.

REQUEST APPROVAL OF THE FINANCE REPORT

On motion by Mr. Cole, seconded by Mr. Pairet, and with all Council members voting “aye”, the Finance Report was approved as presented.

BACKGROUND: Finance Director Julie Moore provided a verbal report to Council. The Airport Fund declined by \$391,000 due to payment being made on an ongoing project at the airport. The ARPA Restricted funds declined by \$109,000 due to Council electing to provide employees with a year-end incentive. Ms. Moore noted \$27,514.48 was earned in November from the funds placed with the Local Government Investment Pool (LGIP), making a total of \$85,852.16 earned since investing with LGIP.

REQUEST ADOPTION OF ORDINANCE NO. 216 – ADDING SECTION 29-22.1, ADDITIONAL HEIGHT REGULATIONS

Mr. Pairet made a motion, seconded by Mr. Vincent, to adopt Ordinance no. 216 – Adding Section 29-22.1, Additional Height Regulations, and with a recorded vote of Council members Pairet, Reid, Vincent, Amos, Cole, Dwyer, and Hunter voting “yes”, the motion passed.

BACKGROUND: The proposed changes were discussed at the July 6, 2022 Work Session and were recommended by the Planning Commission at their June 15, 2022 meeting. A Public Hearing was held on August 10, 2022, and the portion of the ordinance relating to Adding Section 29-22.1 of Article III, Additional Height Regulations, was returned by Council back to the Farmville Planning Commission for further review. The Planning Commission met on November 16, 2022 and made a recommendation for the revised proposed changes. A Public Hearing was held this evening on Ordinance No. 216 – Adding Section 29-22.1, Additional Height Regulations.

REQUEST ADOPTION OF RESOLUTION 2022-12-01 PROVIDING AMERICAN RESCUE PLAN ACT FUNDS FOR GENERAL GOVERNMENT USE FOR ELEVATOR RENOVATIONS AT THE WATER TREATMENT PLANT

Mr. Dwyer made a motion, seconded by Mr. Hunter, to adopt Resolution 2022-12-01 Providing American Rescue Plan Act Funds for General Government Use for Elevator Renovations at the Water Treatment Plant, and with a recorded vote of Council Members Reid, Vincent, Amos, Cole, Dwyer, Hunter and Pairet voting “yes”, the motion passed.

BACKGROUND: Town Manager provided a verbal report. The need for the elevator at the Water Treatment Plant to be replaced was discussed at the April 6, 2022 Work Session. The elevator is used to carry heavy chemicals and is needed for operations to continue. Quotes and a not-to-exceed price have been received.

REQUEST AUTHORIZATION TO ADVERTISE 2023 TOWN COUNCIL MEETING DATES

Mr. Vincent made a motion, seconded by Mr. Hunter, authorizing the advertisement of the 2023 Town Council Meeting Dates as presented, and with all in favor voting “aye”, the motion passed.

BACKGROUND: Town Manager reported the Town Council meeting dates have changed to a calendar year due to the change in the election terms of office.

STAFF REPORTS

Town Manager requested a vote from Council concerning Councilman Greg Cole and Mayor Whitus taking their iPads as they leave town service.

Mr. Reid made a motion, seconded by Mr. Vincent, to approve Councilman Greg Cole and Mayor David Whitus to take their iPads as they leave town service, and with all in favor voting “aye”, the motion passed.

Town Manager continued with a brief year end report to Council, offered thanks to outgoing Council members and looks forward to working with the new and re-elected members.

Public Works Director Robin Atkins and Chief of Police Andy Ellington offered thanks and holiday wishes.

STANDING COMMITTEE REPORTS AND COMMENTS BY THE MAYOR AND MEMBERS OF TOWN COUNCIL

Council members expressed their sentiments towards Mayor Whitus with a concluding statement made by the Mayor.

CLOSED SESSION 2.2-3711(A)(1) DISCUSSION OF PERFORMANCE OF THE TOWN MANAGER AND DISCUSSION OF PERFORMANCE OF THE CLERK OF COUNCIL

On a motion by Mr. Vincent, seconded by Mr. Hunter, and with all Council members voting “aye”, after a five-minute recess, Council went into closed session under paragraph A.1 of Section 2.2-3711 for the discussion of performance of the Town Manager and discussion of performance of the Clerk of Council.

CLOSED MEETING CERTIFICATION

WHEREAS, the Farmville Town Council has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the Farmville Town Council that such closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Farmville Town Council hereby certifies that, to the best of each member’s knowledge, only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Farmville Town Council.

VOTE: Seven “ayes”, No “nays”

MOTION: Vincent

SECOND: Hunter

AYES: Amos, Cole, Vincent, Dwyer, Reid, Pairet and Hunter

NAYS: None

ABSENT DURING VOTE: None

ABSENT DURING MEETING: None

The Council returned to open session.

REQUEST ADOPTION OF REVISION OF THE TOWN MANAGER'S EMPLOYMENT AGREEMENT

Mr. Cole made a motion to adopt the first revision of the Town Manager's Employment Agreement, seconded by Mr. Hunter, and with a recorded vote of Council members Dwyer, Cole, Amos, Vincent, Reid, Pairet and Hunter voting "yes", the motion passed.

There being no other business, on a motion by Mr. Pairet, seconded by Mr. Dwyer, and with all Council members voting "aye", the meeting adjourned at 8:15 PM.

APPROVED:

ATTEST:

David E. Whitus, Mayor

Mary H. McKay, Clerk of Council

SPECIAL MEETING OF THE FARMVILLE TOWN COUNCIL
HELD ON DECEMBER 28, 2022

At the special meeting of the Farmville Town Council held on Wednesday, December 28, 2022, at 11 AM, in the Council Chamber of the Town Hall, 116 North Main Street, Farmville, Virginia, there were present Mayor David E. Whitus, presiding, and Council members D.L. Hunter, T.M. Pairet, A.D. Reid, B.R. Vincent, and S.O. Amos.

The staff present were Town Manager C. Scott Davis, Town Attorney Gary Elder, Chief of Police Andy Ellington, Deputy Police Chief and Captain William Hogan, IT Support Ashley Austin, and Clerk Mary McKay.

Mayor Whitus called the meeting to order.

The Clerk called the roll noting Council members D.E. Dwyer and G.C. Cole as absent.

PUBLIC HEARING – ORDINANCE NO. 217 – SALE OF FARMVILLE GOLF COURSE

With no one signed up or wishing to speak, the Public Hearing period was closed.

REQUEST TO ADOPT ORDINANCE NO. 217 – SALE OF FARMVILLE GOLF COURSE

Mr. Vincent made a motion to adopt Ordinance No. 217 – Sale of Farmville Golf Course, seconded by Mr. Hunter, and with a recorded vote of Council members Hunter, Pairet, Reid, Vincent, and Amos voting “yes”, the motion passed.

(The remainder of this page was left blank intentionally.)

ORDINANCE NO. 217

Authorizing the Town Manager to enter into a purchase and sale agreement on behalf of the Town of Farmville with T & M Investments LLC to convey a parcel of approximately 91.370 acres.

WHEREAS, the Town and T & M Investments LLC have negotiated a purchase and sale agreement whereby the Town will convey to T & M a parcel of land containing approximately 91.370 acres located at 36 Wedgewood Drive, Farmville, VA, site of the current Farmville Municipal Golf Course; and

WHEREAS, the Town has agreed to convey the approximately 91.370 acre parcel and all personal property on the premise for the purchase price of \$995,000 to T & M Investments LLC, subject to the purchase and sale agreement's terms and conditions; and

WHEREAS, the Town has held a public hearing on December 28, 2022, for this Ordinance;

NOW THEREFORE BE IT ORDAINED by the Farmville Town Council this 28th day of December 2022:

1. That the Council approves this real property and personal property conveyance, and it authorizes C. Scott Davis, Town Manager, to enter into, on behalf of the Town, the purchase and sale agreement with T & M Investments LLC a copy of which is attached to and made part of this ordinance; subject to approval by the Town Attorney as to form.
2. That the Town Manager also is authorized to execute any deed and other documents needed to finalize the agreement's terms and conditions and to allow for the sale to close; subject to approval by the Town Attorney as to form.
3. That this Ordinance shall be in full force effect upon its passage.

Approved: 
Mayor

Attest: 
Clerk of Council

I certify that the above ordinance was:

Adopted on its first reading on DECEMBER 28, 2022.

Ayes: 5. Nays: 0. Absent: 2. Abstain: 0.

The Honorable A.D. "Chuckie" Reid: YES.

The Honorable Sallie O. Amos YES.

The Honorable Daniel E. Dwyer ABSENT.

The Honorable Tommy Pairet YES.

The Honorable Brian Vincent YES.

The Honorable Donald L. Hunter YES.

The Honorable Greg Cole ABSENT.

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this "Agreement") is made as of September 20, 2022, by and among Town of Farmville ("Seller"), T&M Investments LLC and/or its Assigns, a Limited Liability Company ("Buyer").

INTRODUCTION:

A. Seller is the fee simple owner of that certain real property located in the County of Farmville, Commonwealth of Virginia, known as 36 Wedgewood Drive Farmville, VA 23901, containing improvements totaling 9,526 sf +/- brick clubhouse, 60X32 sf barn, 76X28 shed, 20X12 shed, approximately 91.37 acres, as such is more particularly described on Exhibit A attached hereto (the "Property").

B. Upon the terms and conditions herein contained, Seller wishes to sell, and Buyer wishes to purchase, the Land, together with all improvements thereon and fixtures attached thereto, and all easements, rights, and appurtenances thereunto belonging, including any right title and interest of Seller in and to the adjacent streets, alleys or rights-of-way (the "Property").

AGREEMENT:

NOW THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PURCHASE AND SALE.** Subject to the terms and conditions contained herein, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, the Property. **All of the golf course maintenance equipment shall be included in the sale of the Property.**

2. **PURCHASE PRICE.** The total purchase price to be paid to Seller by Buyer for the Land (the "Purchase Price") is Nine Hundred and Ninety Five Thousand Dollars (\$995,000.00).

3. **DEPOSIT.** Within three (3) business days of the execution of this Agreement by Buyer and Seller and the delivery of a fully executed counterpart of this Agreement by each to the other ("the Effective Date"), Buyer shall deposit with Porter Realty Co., Inc. the sum of Ten Thousand Dollars (\$10,000.00) (the "Deposit"). At the time of Closing, as defined below, the Deposit shall be applied towards the Purchase Price. The deposit may or may not be held in an interest bearing account. The parties waive any claim to interest resulting from such deposit. The Purchase Price, subject to prorations and adjustments, if any, shall be payable by Buyer to Seller at Closing. Disbursement of the Deposit by wire shall be subject to any fees charged to Escrow Agent for such service.

Commencing on the Effective Date, Buyer shall have a period of sixty (60) days (the "Feasibility Period") in which to a) obtain financing commitment for purchase of subject, and b) to conduct any and all studies, tests, evaluations and investigations including environmental assessment of the subject (the "Feasibility Studies") it may desire of the Property, the title thereto and Buyer's intended development thereof. In order to facilitate the conduct of the Feasibility Studies, Seller shall furnish to Buyer, within seven (7) calendar days of the Effective Date, copies of its most recent title insurance policy, commitment or report, its most recent topographical and/or ALTA survey(s) of the Property, parcel maps and/or subdivision plats containing the Property, any and all soils and/or hazardous substance reports, hazardous abatement reports, covenants and

restrictions affecting the Property, zoning information, location and capacity of utilities and any other information or documents provided the above mentioned is within Seller's possession which may affect the Property; copy of all such documents shall be provided to Buyer at no cost. Buyer shall provide to Seller, at no cost to Seller, copies of all property-related reports, including, but not limited to, tests, environmental studies, appraisals, title reports, and survey, as and when performed by Buyer. Notwithstanding the foregoing, if Buyer desires to perform invasive testing on the Property or the improvements thereon, Buyer shall provide written notice of nature and scope of such testing to Seller, and such testing shall be subject to Seller's written approval, which approval Seller shall not be obligated to grant. In the event any environmental contamination is discovered on the Property that is required under applicable laws, ordinances, or regulations to be reported to any public body or agency, Seller shall report such findings promptly, but in any event within the time period prescribed such laws, ordinances, or regulations, and shall furnish Buyer with a copy of such report; Buyer shall not report such findings unless Seller fails to report such findings in accordance with applicable laws, ordinances, or regulations. If, during the Feasibility Period, Buyer is unable to secure suitable financing for purchase of the Property, in Buyer's sole and absolute discretion, and/or as a result of the Feasibility Studies, determines, in its sole and absolute discretion, that the Property is not suitable for Buyer's intended purposes, Buyer may terminate this Agreement by written notice given to Seller during the Feasibility Period and shall thereupon be entitled to a return of the Deposit and the parties shall be relieved of liability to each other except as specifically set forth herein. If Buyer does not terminate this Agreement prior to the end of the Feasibility Period, the Deposit shall not be returned to Buyer and shall be retained and deemed earned by Seller. Seller shall permit Buyer and its designated representatives, at any time after the Effective Date, to have full access to the Property, to inspect the Property, and to conduct the Feasibility Studies within normal business hours. If Buyer does not purchase the Property, Buyer shall restore the Property to its condition existing immediately prior to such Feasibility Studies and shall indemnify, defend, and hold Seller harmless from any and all costs or expenses associated with any damage caused to the Property or any person or persons thereon by Buyer or Buyer's designated representatives.

4. BUYER'S OBJECTION TO TITLE; DEFECTS IN TITLE. If Buyer delivers to Seller Buyer's written objections to any title matter on or before the last day of the Feasibility Period, Seller shall have thirty (30) days from the receipt of same either to remove all such defects or objections or to provide assurances acceptable to Buyer that same will be removed at or before Closing; mortgages, deeds of trust or other liens securing undisputed liquidated obligations shall be discharged before or at Closing by Seller. If this section becomes applicable, Closing shall be postponed as may be required to permit Seller to utilize the thirty (30) day curing period for which provision is made in the preceding sentence. If Seller is unable to cure (or provide assurances with respect to) any and all such defects or objections within the thirty (30) day curing period, then Buyer may, at its option, elect to terminate this Agreement and receive a full refund of the Deposit, or to waive its objections and proceed to Closing. From and after the Effective Date, Seller shall not further encumber the title to the Land without Buyer's prior written consent, which consent may be withheld in Buyer's sole discretion, except that encumbrances that attach by operation of law, such as liens for real estate taxes, but not liens arising from Seller's own act, will not violate this provision. Notwithstanding the foregoing, the following "Permitted Exceptions" shall be allowed by Buyer: (i) those exceptions on the title commitment and/or survey that Buyer does not object to prior to the expiration of the Feasibility Period; (ii) any statutory liens for current taxes not yet due and payable; and (iii) easements, covenants or restrictions which do not adversely affect Buyer's use of the Property, but in no event shall any defects, liens, encumbrances, adverse claims or other matters, if any, first appearing in the public records or attaching subsequent to the date of the title commitment be deemed Permitted Exceptions.

5. **CLOSING.** Except as the same may be postponed pursuant to any provisions hereof, Closing shall be held at the offices of Buyers Attorney no later than twenty (20) days following the last day of the Feasibility Period, or such sooner date as may be agreed upon in writing by the parties.

6. **PRORATIONS AND ADJUSTMENTS AT CLOSING.** Buyer shall be responsible for any Real Estate Taxes commencing on the date of Closing and forward. Buyer shall not be responsible for any Real Estate Taxes prior to the date of Closing.

7. **TRANSACTION COSTS.** Seller shall pay the cost of preparing the Deed, as defined below, and the grantor's tax. Buyer shall pay all other costs incurred in the recordation of the Deed. The cost of the Commitment and any Title Policy, the cost of the Survey and any other expenses customarily charged in connection with similar transactions shall be paid by Buyer. Each party shall pay its own attorneys' fees.

8. **DEED AND OTHER DOCUMENTS REQUIRED FOR CLOSING.**

A. At Closing, Seller shall deliver the following:

(1) A special warranty deed (the "Deed") conveying to Buyer good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, conditions, and restrictions of record except (i) the property taxes not yet due and payable, and (ii) Permitted Exceptions;

(2) A Certification of Non-Foreign Status Affidavit;

(3) A standard title insurance company form of owner's affidavit to induce the deletion from the Commitment of any exception for parties in possession and for mechanics' or materialmen's liens caused by or arising from work authorized by Seller, and for other matters customarily covered by owner's or seller's affidavits in the jurisdiction in which the property is located; and

(4) Any local, state, or federal tax reporting forms customarily delivered by the sellers of commercial property in the jurisdiction in which the Property is located. Any other documents reasonably requested by Buyer or the Title Company.

B. At Closing, Buyer shall deliver to Seller the Purchase Price in cash or in immediately available funds.

9. **POSSESSION.** Seller shall deliver to Buyer on the day of Closing full possession of the Property.

10. **REPRESENTATIONS AND WARRANTIES OF SELLER.** As an inducement to Buyer to consummate the transaction contemplated by this Agreement, Seller represents and warrants to Buyer as follows (which representations and warranties shall also be true as of the Closing):

A. Seller has the right, power and authority to enter into this Agreement and cause the Property to be sold in accordance with the terms and conditions hereof. All requisite partnership and corporate actions necessary to authorize Seller to enter into this Agreement and to perform its obligations hereunder have been taken.

B. As of the Closing date, there will be no adverse or other parties in possession of the Land or any part thereof except for the existing leases, copy(s) of which have or will be provided from Seller to Buyer within seven (7) calendar days after the effective date. No party has been granted any license, lease or other right or interest relating to the use or possession of the Land or any part thereof except as outlined herein.

C. Seller is unaware of any fact or condition which would result in the termination of the current access from the Land to any presently existing highways and roads adjoining or situated on the Land or to any existing sewer or other utility facilities serving, adjoining or situated on the Land.

D. Seller is not a party to any litigation and is unaware of any pending or threatened litigation which arises from or affects the Land.

E. There are no service or maintenance contracts affecting the Property for which Seller presently is or hereinafter will be obligated or liable except as outlined herein as follows:

F. No commitments have been, or will be made, by Seller, nor to the best of Seller's knowledge or belief has been made by any predecessor of Seller, to any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual relating to the Property except any commitments made or approved by Buyer, which would impose any obligations upon Buyer to make any contributions of money or land or to install or maintain any improvements.

G. Seller has not, nor to the best of Seller's knowledge or belief has any predecessor in title, executed or caused to be executed any document with or for the benefit of any governmental authority restricting the development, use or occupancy of the Property that has not specifically been disclosed to Buyer or wouldn't be revealed by updated title report.

H. Except as otherwise noted herein, Seller, to the best of its knowledge, is not aware of, nor has been notified of any environmental violation(s) of federal, local or state environmental laws/regulations for the subject property.

The representations and warranties set forth in this Paragraph 10 shall terminate and be of no further force and effect on that date which is as of the date of Closing.

11. REPRESENTATIONS AND WARRANTIES OF BUYER. As an inducement to Seller to consummate the transaction contemplated by this Agreement, Buyer represents and warrants to Seller as follows (which representations and warranties shall also be true as of the Closing):

A. Buyer is a Virginia Limited Liability Company and duly organized and in good standing under the laws of the State of Virginia and is authorized to transact business in the State of Virginia; and

B. Buyer has the right, power and authority to enter into this Agreement and cause the Property to be sold in accordance with the terms and conditions hereof. All requisite partnership and corporate actions necessary to authorize Buyer to enter into this Agreement and to perform its obligations hereunder have been taken.

12. OBLIGATIONS OF SELLER. Seller agrees with Buyer that from the Effective Date until Closing or earlier termination of this Agreement, Seller shall:

A. advise Buyer promptly of any litigation, arbitration, or administrative hearing before any governmental agency concerning or affecting the Land which is instituted or threatened after the Effective Date.

B. not take, or omit to take, any action that would have the effect of violating any of the representations, warranties, covenants, or agreements of Seller contained in this Agreement; and

C. not take any action or permit any action to be taken which would change the physical characteristics of the Land without Purchaser's prior written consent.

13. DEFAULT. If Seller fails to comply with any one or more of the terms or conditions of this Agreement, Buyer at its sole option may: (a) terminate this Agreement by written notice to Seller on or before the Closing date, in which event Buyer shall be entitled to the full return of the Deposit, (b) waive such failures and proceed to Closing, or (c) seek specific performance of the obligation to convey the Property as provided in this Agreement. If Buyer shall fail to comply with any one or more of the terms or conditions of this Agreement, Seller's sole and exclusive remedy shall be to retain the Deposit, it being agreed between Buyer and Seller that such sum shall be liquidated damages for such failure by Buyer hereunder due to the difficulty, inconvenience and uncertainty of ascertaining actual damages for such failure.

14. AGENCY. Seller and Buyer hereby confirm the following: Porter Realty Company, Inc., a licensed Virginia realty company ("Agent") has acted in this transaction as a standard agent for the Buyer. Statewide Realty, a licensed Virginia realty company ("Agent") has acted in this transaction as a standard agent for the Seller.

15. AGENT'S COMMISSION. Seller and Buyer have engaged the services of real estate agents, who shall be compensated as follows: at closing, Seller shall pay a total of six percent (6%) of the sales price to the agents who represent Seller and Buyer. The commission shall be split between the agents 50/50, with each agent receiving three percent (3%) of the sales price. Seller's agent is Statewide Realty, and the Buyer's agent is Porter Realty Company, Inc.

16. NOTICES. All notices required or permitted hereunder shall be delivered by hand or sent by certified mail, return receipt requested, Federal Express or other comparable overnight delivery service and shall be addressed as follows:

If to Seller: Town of Farmville
P.O. Box Drawer 368
Farmville, VA 23901

with a copy to:

If to Buyer: T&M Investments LLC and/or its Assigns
P.O. Box 9405
Richmond, VA 23228

with a copy to: Williams Mullen
200 S 10th Street Suite 1600
Richmond, VA 23219
Attn: Brooks Hock

with a copy to: Porter Realty Company, Inc.
4801 Radford Avenue
P. O. Box 6482
Richmond, VA 23230
(804) 353-7994 / Fax: (804) 355-7950

or to such other address or addresses of which the party(ies) may advise the other party(ies) from time to time pursuant to the provisions of this paragraph. Any such notice shall be deemed given on the date indicated on the return receipt or delivery service records as having been given.

17. PERFORMANCE. The acceptance of a Deed from Seller to Buyer shall constitute full and complete performance of the obligations of Seller under this Agreement and satisfaction of the rights of Buyer under this Agreement except for rights which may arise by reason of a breach of prorations which are to be completed after Closing, as set forth in Section 6 above, and any obligation Seller may have under Section 12 above.

18. ELECTION TO EXCHANGE IN LIEU OF SALE. Buyer or Seller may elect to exchange for other real estate of a like kind in accordance with Section 1031 of the Internal Revenue Code of 1986 as amended (the "Code"). To the extent possible, the provisions of this paragraph shall be interpreted consistently with this intent. To exercise any rights under this paragraph, the party electing to exchange shall provide the other with a written statement stating its intent to enter into an exchange at least five (5) days prior to Closing. Either party's election to exchange, rather than sell or buy, for other real estate of a like kind shall be at no cost or liability to the other.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. No statement, promise or inducement made by any party or agent thereof, unless contained herein, shall be binding or valid. This Agreement may be changed only by an agreement in writing signed by Seller and Buyer. Agreements to binding Agent are not valid unless in writing and signed by an officer of Porter Realty Company, Inc.

20. MISCELLANEOUS. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof. Paragraph headings throughout this Agreement are solely for the convenience of the parties and are intended to have no legal meaning in and of themselves. Where the context requires, the masculine, feminine and neuter genders may be substituted for one another, as may be the singular for the plural number, and vice versa. If the date on which an obligation is due falls on a Saturday, Sunday or national holiday, for all purposes of this Agreement, the obligation shall not be deemed due until the next business day. This Agreement may be executed in a number of identical counterparts, each of which shall be an original for all purposes and constitute but one agreement.

21. TIME OF THE ESSENCE. The parties acknowledge and agree that in regards to all obligations arising hereunder time is of the essence.

22. FACSIMILE SIGNATURES. Handwritten signatures to this Contract transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver to the other party an executed original of this Contract with its actual signature, but a failure to do so shall not affect the enforceability of this Contract, it being expressly agreed that each party to this Contract shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopied or electronically transmitted handwritten signature of the other party to this Contract.

23. **NON-BUSINESS DAYS.** If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the State in which the Land is located, then the date for Closing or such notice or performance shall be postponed until the next business day.

24. **ACCEPTANCE OF CONTRACT.** Seller shall have until **Thursday September 22, 2022 by 5:00PM EST** to accept this Contract; otherwise, this Contract will become null and void.

25. **NO OFFER.** The submission of this Purchase Agreement for examination and negotiation does not constitute an offer to enter into an agreement, and this Purchase Agreement shall not be binding on any party until it is executed by and delivered to each party to this Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement as an instrument under seal as of the ____ day of September, 2022.

BUYER: T&M INVESTMENTS LLC AND/OR ITS ASSIGNS


Authentisign 09/22/2022
9/22/2022 10:04:20 AM EDT Date

SELLER: TOWN OF FARMVILLE


Authentisign 09/22/2022
9/22/2022 12:28:26 PM EDT Date

Agent executes this Agreement to acknowledge and accept the terms of commission set forth in paragraph 15.

AGENT: PORTER REALTY COMPANY, INC.

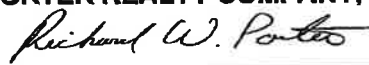

9/20/2022
Date

EXHIBIT A

[Description of Land]

36 Wedgewood Dr, Farmville, VA 23901-4135, Cumberland County  **Active Listing**
APN: 095-A-10 CLIP: 3930940822



Beds	Full Baths	Half Baths	MLS List Price	MLS List Date
N/A	N/A	N/A	\$895,000	08/15/2022
Bldg Sq Ft	Lot Sq Ft	Yr Built	Type	
N/A	3,980,077	1969	MUNI PROP	

OWNER INFORMATION

Owner Name	Town Of Farmville Golf Course	Mailing City & State	Farmville, VA
Mailing Address	Po Box Drawer 388	Mailing Zip	23801

LOCATION INFORMATION

Magisterial	Randolph	Carrier Route	R004
Zip Code	23901	Zoning	A2
Zip + 4	4135	Census Tract	9302.00

TAX INFORMATION

PID	095-A-10	Parcel ID	095 A 10
Old Map #	8877	% Improved	72%
Legal Description	INST.20081234,20110180		

ASSESSMENT & TAX

Assessment Year	2022	2021	2020
Assessed Value - Total	\$1,018,760	\$1,018,760	\$1,018,760
Assessed Value - Land	\$285,770	\$285,770	\$285,770
Assessed Value - Improved	\$732,990	\$732,990	\$732,990
Market Value - Total	\$1,018,760	\$1,018,760	\$1,018,760
Market Value - Land	\$285,770	\$285,770	\$285,770
Market Value - Improved	\$732,990	\$732,990	\$732,990
YDY Assessed Change (%)	0%	0%	
YDY Assessed Change (\$)	\$0	\$0	

CHARACTERISTICS

Lot Acres	91.37	Stories	MLS: 1
Lot Sq Ft	3,980,077	Year Built	1969
Land Use - County	Local Government	Bldg Area - Total Sq Ft	MLS: 9,526
Land Use - CoreLogic	Municipal Property		

SELL SCORE

Value As Of	2022-09-11 05:47:16
-------------	---------------------

LISTING INFORMATION

MLS Listing Number	2223070	MLS Orig. List Price	\$895,000
MLS Status	Active	MLS Status Change Date	08/13/2022
MLS Area	07 - CUMBERLAND	MLS List Agent Name	2422-Larry Atkins
MLS Listing Date	08/16/2022	MLS List Broker Name	STATE WIDE REALTY
MLS Current List Price	\$895,000		

LAST MARKET SALE & SALES HISTORY

Owner Name	Town Of Farmville Golf Course		
Recording Date	02/2011	02/2008	
Nominal	Y	Y	
Buyer Name	Town Of Farmville	Owner Record	
Seller Name	Owner Record	Owner Record	
Document Number	190	1234	
Document Type	Deed (Reg)	Deed (Reg)	

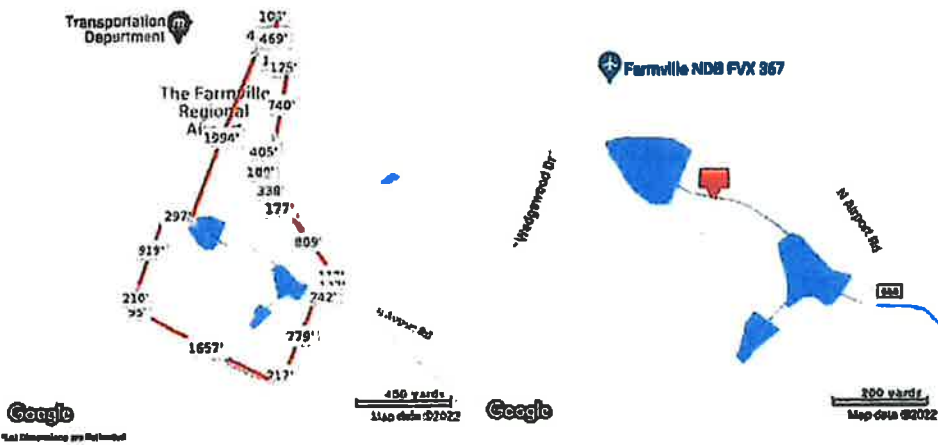
Property Details courtesy of Webster

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Generated on: 09/16/22

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PROPERTY MAP



Property Details Courtesy of Rob Porter
The data shown in this report is compiled by Google from public and private sources. This data is not guaranteed, and is not guaranteed. The accuracy of the data is not guaranteed. The data is not guaranteed. The data is not guaranteed.

Generated on: 08/16/22
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There being no other business, on a motion by Mr. Hunter, seconded by Mr. Vincent, and with all Council members voting “aye”, the meeting was adjourned at 11:03 AM.

APPROVED:

ATTEST:

David E. Whitus, Mayor

Mary H. McKay, Clerk of Council

DRAFT



Town of Farmville

Agenda Item Summary

MEETING DATE: January 11, 2023

ITEM NUMBER: 12.a. – Report by Finance Director Julie Moore

BACKGROUND:

RECOMMENDATION: Approve the Finance Report as presented.

FISCAL IMPACT:

ATTACHMENTS: None



Town of Farmville

Agenda Item Summary

MEETING DATE: January 11, 2023

ITEM NUMBER: 13.a. – Request Appointment of Vice-Mayor

BACKGROUND: At the July 13, 2022 Regular Council Meeting, A.D. "Chuck" Reid was reappointed as Vice-Mayor for six months as the language in the Code needed to be changed to match the election terms of office.

RECOMMENDATION:

FISCAL IMPACT:

ATTACHMENTS: None



Town of Farmville

Agenda Item Summary

MEETING DATE: January 11, 2023

ITEM NUMBER: 13.b. – Request Adoption of the Code of Ethics and Conduct and Ethics Pledge

BACKGROUND:

RECOMMENDATION: Adopt the Code of Ethics and Conduct and the Ethics Pledge

FISCAL IMPACT:

ATTACHMENTS:

1. Code of Ethics and Conduct
2. Ethics Pledge

Brian R. Vincent
Mayor

Mary H. McKay
Clerk of Council



COUNCIL
A. D. "Chuckie" Reid
Adam B. Yoelin
Daniel E. Dwyer
Donald L. Hunter
John Hardy
Sallie O. Amos
Tommy Pairt

TOWN OF FARMVILLE CODE OF ETHICS AND CONDUCT

This Code and its associated Ethics Pledge are aspirational in nature. As such, they are subordinate to federal, state and local law and do not confer and/or mandate any additional duties beyond those required under existing law, nor do they confer any right or cause of action that does not otherwise apply under existing law.

Recognizing that persons holding public office have been given a public trust and that the stewardship of such office demands that performance be at the highest level of ethical and moral conduct, the Town of Farmville adopts this Code of Ethics and Conduct. To honor the public trust and to serve with integrity, civility, and impartiality, the Mayor, the members of Town Council, and those officials who are appointed by Council pledge to do the following:

1. Provide the highest quality of service to the public, acting in a way that is conscientious, diligent, and transparent.
2. Perform the functions of the office with integrity, avoiding any improper use or influence of the office.
3. Not act on a matter in which a conflict of interest exists and be diligent in avoiding even the appearance of a conflict of interest by disclosing the same and acting in accord with the principles underlying this Code.
4. Behave in a manner that inspires public confidence.
5. Treat the public, town employees, and fellow public officials with professionalism, courtesy, and respect.
6. Serve the public interest by upholding the letter and the spirit of Town, Commonwealth, and Federal statutes, regulations, and policies.

The Mayor and members of Town Council will work together to implement and monitor this Code of Ethics and Conduct and to make changes as needed.

Brian R. Vincent, Mayor

A. D. "Chuck" Reid, Vice-Mayor

Sallie O. Amos, Council Member

John Hardy, Council Member

Thomas M. Pairt, Council Member

Adam B. Yoelin, Council Member

Donald L. Hunter, Council Member

Daniel E. Dwyer, Council Member

Brian R. Vincent
Mayor

Mary H. McKay
Clerk of Council



COUNCIL
A. D. "Chuckie" Reid
Adam B. Yoelin
Daniel E. Dwyer
Donald L. Hunter
John Hardy
Sallie O. Amos
Tommy Pairt

TOWN OF FARMVILLE ETHICS PLEDGE

1. I understand that as a Town representative, I am entrusted with protecting and preserving the integrity of the Town government.
2. I will honor this trust by:
 - a. Upholding the Town of Farmville Code of Ethics and Conduct;
 - b. Putting the public interest first;
 - c. Conducting myself at all times in a manner that brings credit to the Town;
 - d. Serving with integrity, impartiality and transparency;
 - e. Fostering a culture of cordiality and professionalism;
 - f. Taking no action that will result in or create the appearance of personal gain or conflict of interest.
 - g. Making no private promises of any kind that will bind the duties of any office, since a public servant has no word that can be binding on public duty.
3. I will communicate openly and civilly, listening to all views, seeking common ground as a starting point, and being respectful even in areas of disagreement.



Town of Farmville

Agenda Item Summary

MEETING DATE: January 11, 2023

ITEM NUMBER: 13.c. – Request to Adopt Resolution 2023-01-01 - Amending the FY 2022-23 Town Budget

BACKGROUND: Resolution 2023-01-01 amends the FY 2022-2023 Town Budget in a total amount of \$23,618,089.40, to transfer surplus funds from FY 2021-2022 Budget to the FY 2022-2023 Budget in the aggregate amount of \$1,656,654.69.

RECOMMENDATION: Adopt Resolution 2023-01-01 - Amending the FY2022-23 Town Budget

FISCAL IMPACT:

ATTACHMENTS:

1. Resolution 2023-01-01-Budget Amendment-Contingencies

RESOLUTION #2023-01-01

BUDGET AMENDMENT

To amend the Town Budget for the fiscal year beginning July 1, 2022 and ending June 30, 2023 in a total amount of \$23,618,089.40. To transfer surplus funds from FY 2021-2022 Budget to the FY 2022-2023 Budget in the aggregate amount of \$1,656,654.69.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF FARMVILLE:

That a transfer of funds in the amount of \$1,656,654.69 be added to the FY 2022-2023 Budget so that the amended total of the Town of Farmville's FY 2022-2023 budget shall be \$25,274,744.09; and

BE IT FURTHER RESOLVED THAT \$1,656,654.69 shall be appropriated by the Town of Farmville as follows:

1. \$583,418.93 added to the General Fund Contingency
\$209,223.61 added to the Water Fund Contingency
\$339,978.04 added to the Sewer Fund Contingency
\$524,034.11 added to the Transportation Fund Contingency
2. That this resolution shall be in full force and effect upon its passage.

Approved: _____
Mayor

Attest: _____
Clerk of Council

I certify that the above resolution was:

Adopted on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable A.D. "Chuckie" Reid: _____.

The Honorable Sallie O. Amos _____.

The Honorable Daniel E. Dwyer _____.

The Honorable Tommy Pairet _____.

The Honorable Adam Yoelin _____.

The Honorable Donald L. Hunter _____.

The Honorable John Hardy _____.



Town of Farmville

Agenda Item Summary

MEETING DATE: January 11, 2023

ITEM NUMBER: 13.d. – Request to Adopt Ordinance No. 218 - Alley Abandonment - 1702 South Main Street

BACKGROUND:

RECOMMENDATION: Adopt Ordinance No. 218 Alley Abandonment at 1702 South Main Street

FISCAL IMPACT:

ATTACHMENTS:

1. Ordinance No. 218

ORDINANCE NO. 218

Authorizing the abandonment of a portion of an alley adjoining properties owned by Edward I. Gordon, Puckett Funeral Home, Inc. and Realty Income Properties 21, LLC, described more particularly on a plat of W.E. Nash dated November 29, 2022.

WHEREAS, an application for abandonment of an alley has been received from Edward I. Gordon; and

WHEREAS, the Town has stated a desire to proceed with the abandonment of unused alleys located in the Town of Farmville; and

WHEREAS, the Town has held a public hearing on January 11, 2023, for the abandonment of said alley and the adoption of this Ordinance;

NOW THEREFORE BE IT ORDAINED by the Farmville Town Council this 11th day of January 2023:

1. That the Council approves the abandonment of a certain portion of a 20-foot alley said to contain 4,907 square feet, as shown more particularly on a plat of W.E. Nash dated November 29, 2022.
2. That pursuant to Virginia Code § 15.2-2006, the Town shall record a certified copy of this Ordinance in the Prince Edward County Circuit Clerk's Office. The aforementioned plat of W.E. Nash shall be attached as an exhibit to the recorded Ordinance.
3. That any deeds and surveys necessary to convey the abandoned property to the adjoining land-owners shall be the sole responsibility of the landowners, and shall be signed by the Town upon approval by the Town Attorney.
4. That this Ordinance shall be in full force effect upon its passage.

Approved: _____
Mayor

Attest: _____
Clerk of Council

I certify that the above ordinance was:

Adopted on its first reading on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable A.D. "Chuckie" Reid _____.

The Honorable Sallie O. Amos _____.

The Honorable Daniel E. Dwyer _____.

The Honorable Tommy Pairet _____.

The Honorable Adam Yoelin _____.

The Honorable Donald L. Hunter _____.

The Honorable John F. Hardy _____.



Town of Farmville

Agenda Item Summary

MEETING DATE: January 11, 2023

ITEM NUMBER: 13.e. – Discussion: Replacement Fire Truck Purchase using ARPA Funds

BACKGROUND: The Town Manager will provide a verbal report.

The need to replace the fire engine at the Farmville Fire Department was reported at the October 12, 2022 Regular Council meeting.

There will be a 2% increase in February 2023 that would affect the current price if not purchased prior.

RECOMMENDATION: Adopt Resolution 2023-01-02 Providing American Rescue Plan Act Funds for General Government Use for a new Pierce Enforcer Pumper Engine

FISCAL IMPACT:

ATTACHMENTS:

1. AES - FARMVILLE PUMPER 12 20 2022
2. Farmville Engine drawing
3. ARPA Resolution - Fire Engine

Proposal for Furnishing Apparatus

Department:

Attn:

Upon an order being placed by you, and final acceptance by _____ the apparatus and equipment herein named will be manufactured for the following prices:

Price

Total:

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about _____ calendar days after receipt of this order and the acceptance thereof by _____.

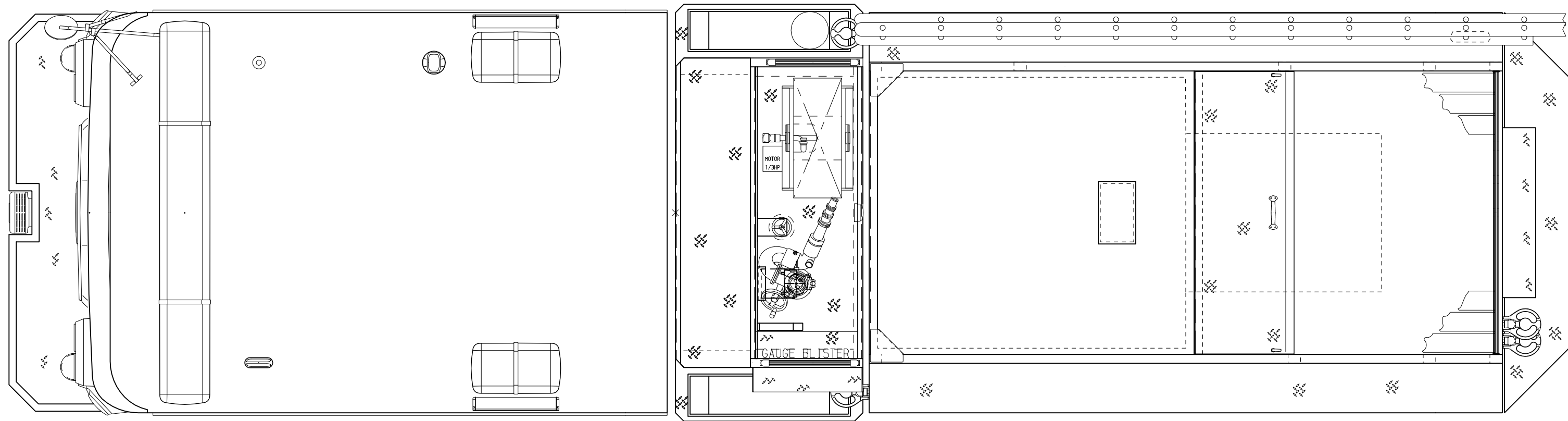
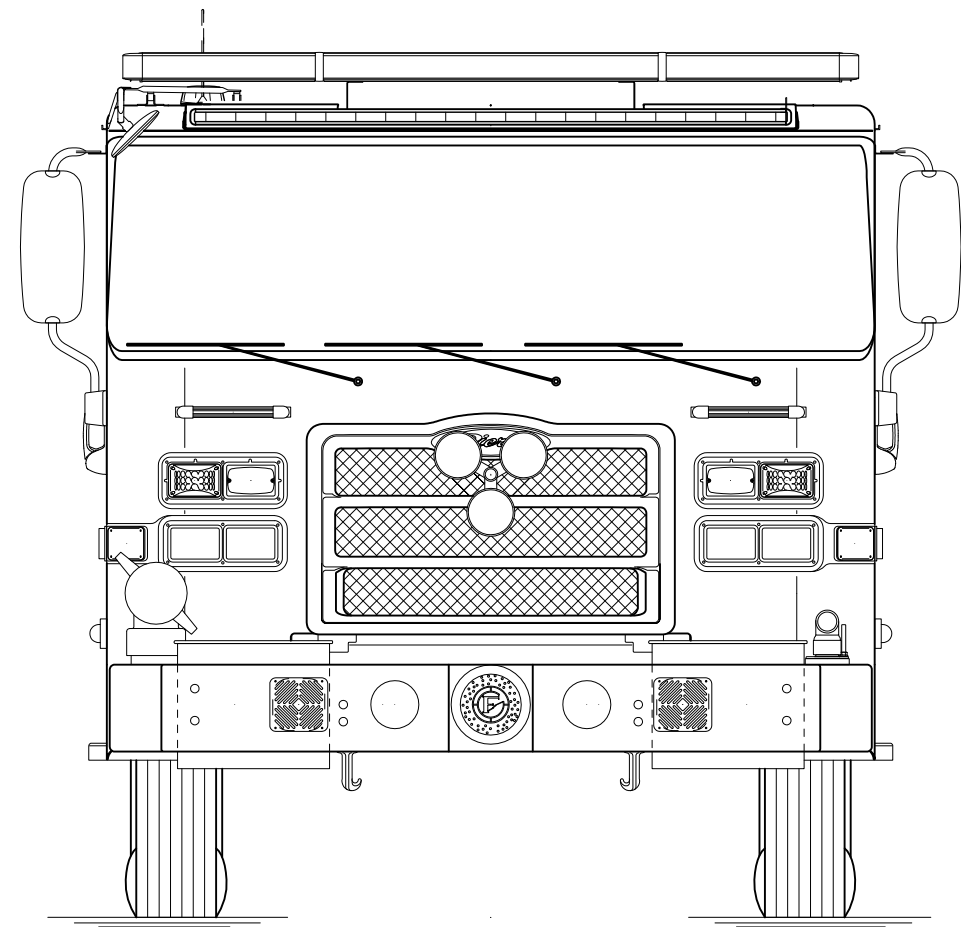
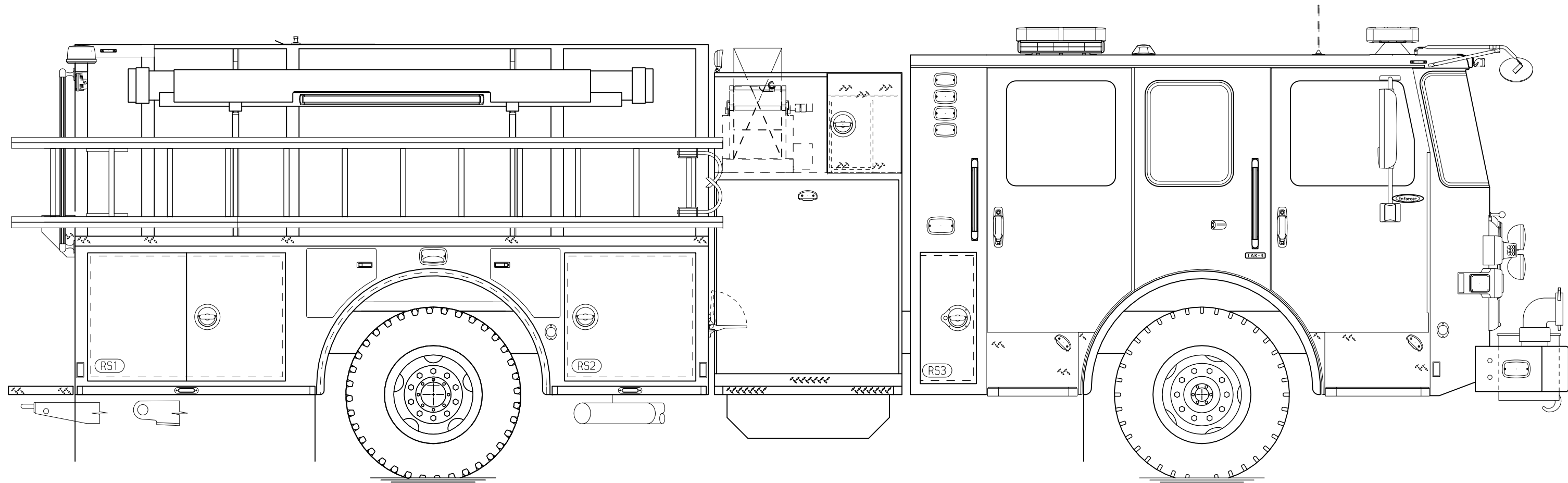
Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due.

Cancellation: In the event this proposal is accepted, and a purchase order is issued then cancelled or terminated by Customer before completion, Atlantic Emergency Solutions may charge a cancellation fee of 30% of the purchase price.

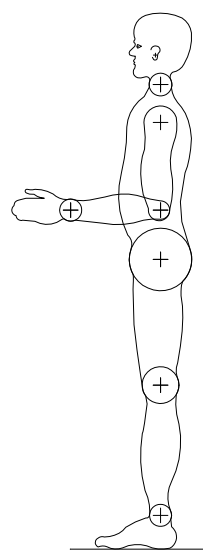
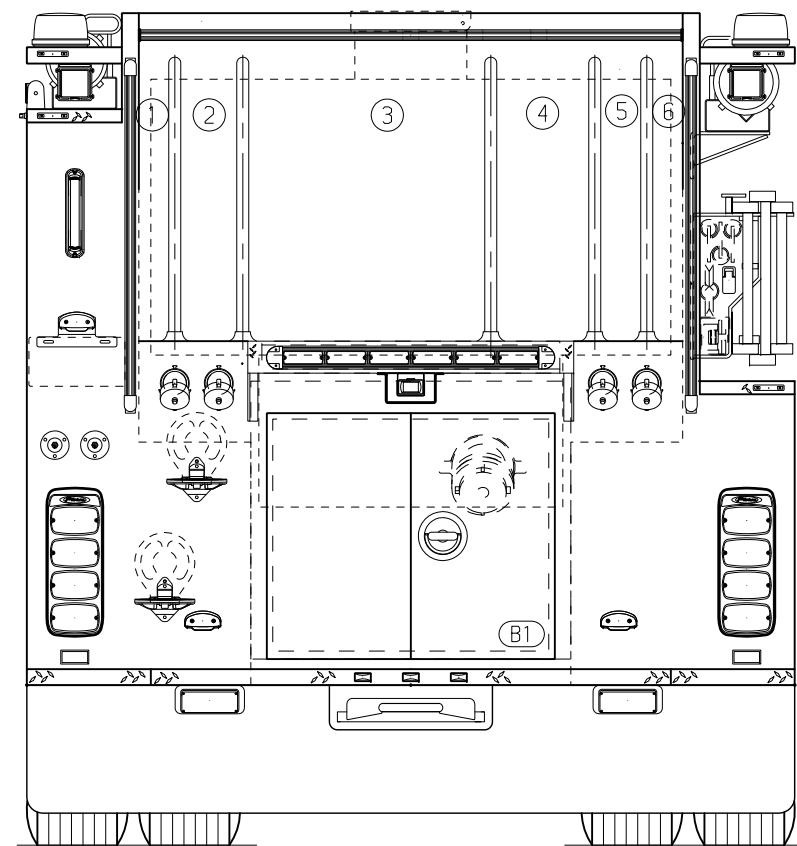
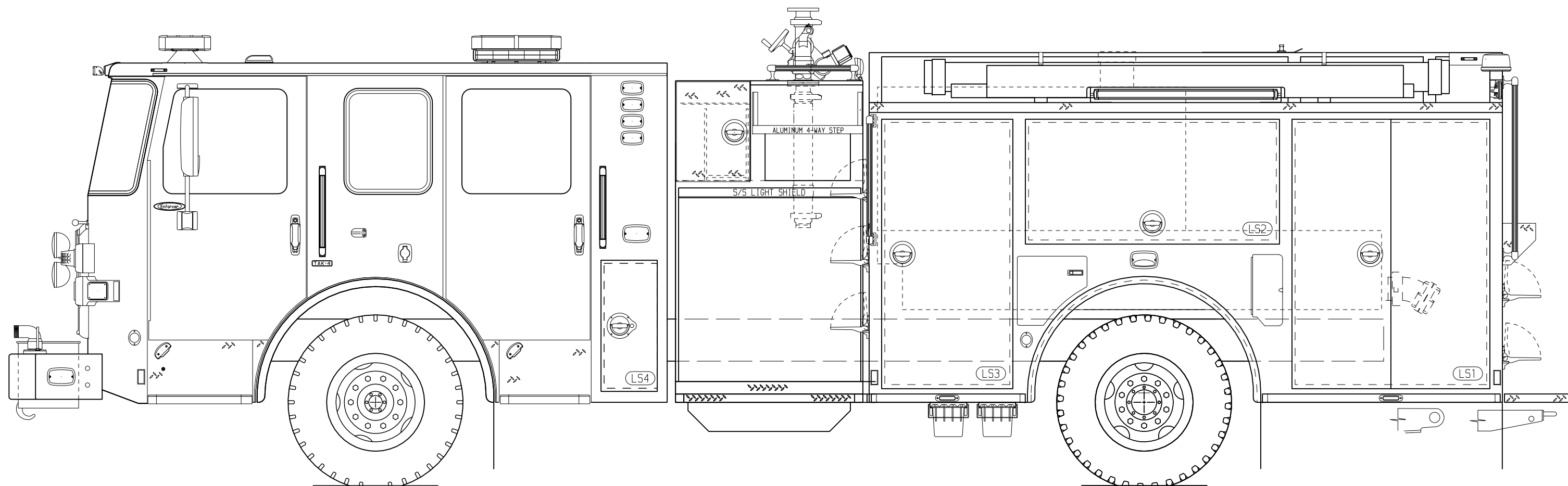
Terms: The terms of this proposal will be governed by the laws of the state of Virginia. No additional terms or conditions will be binding upon Atlantic Emergency Solutions unless agreed to in writing and signed by a duly authorized officer of Atlantic Emergency Solutions.

This proposal is valid

Sincerely,



- HOSEBED CAPACITIES
- 1 200' OF 1.75" D.J. POLY HOSE
 - 2 400' OF 1.75" D.J. POLY HOSE
 - 3 1000' OF 4.00" D.J. POLY HOSE
 - 4 300' OF 3.00" D.J. POLY HOSE
 - 5 250' OF 2.50" D.J. POLY HOSE
 - 6 200' OF 1.75" D.J. POLY HOSE



ALUMINUM BODY

SIDE ROLL AND FRONTAL IMPACT PROTECTION

NOTE
DIMENSIONS SHOWN ARE APPROXIMATE
AND ARE SUBJECT TO MINOR DEVIATIONS
AS MAY OCCUR OR BE NECESSARY IN
CONSTRUCTION.
MINOR DETAILS NOT SHOWN.

CUSTOMER APPROVAL					 MANUFACTURING INC.			JOB NO.	PRELIM	
APPROVED BY: _____								SCALE	DATE	
DATE: _____								1:24		
				CHASSIS DATA	TITLE	1750-D-900G WATER, 152" FH FDLR LS, LOW FDLR RS DELUGE, BOOSTER REEL, LADDER BRACKETS, HSH TROUGHS			DRAWN BY BTH	27OCT22
	16DEC22	CKN	AMI	MAKE	FOR	FARMVILLE VFD BID #1224			CHECKED BY	27OCT22
	09DEC22	CKN	AMI	PIERCE	ATLANTIC EMERGENCY SOLUTIONS, INC			RANDY SMITH	CCKN	
	02DEC22	BTH	CKN	MODEL	DWG NO.	05-1006 CUSTOM			SHEET SIZE	SHEET NO.
REV	DATE	BY	CH	ENFORCER				D	1 OF 1	

Resolution #2023-01-02

Providing American Rescue Plan Act Funds for General Government Use

WHEREAS, the Town of Farmville received funds from the United States Treasury through the American Rescue Plan Act in June of 2021 and the second phase of funding in June 2022; and

WHEREAS, the United States Treasury has issued a final ruling on the use of said funds by local governments; and

WHEREAS, general government use is an allowed use of American Rescue Plan Act Funding; and

WHEREAS, Town Council recognizes the need for enhanced fire protection apparatus and equipment; NOW THEREFORE,

BE IT RESOLVED BY THE TOWN OF FARMVILLE TOWN COUNCIL:

1. The Town of Farmville Town Council approves the funding of a new Pierce Enforcer Pumper Engine with a not to exceed cost of \$950,000 from the American Rescue Plan Act funds.
2. This resolution shall be in full force and effect upon passage.

Approved:

Mayor

Attest: _____
Clerk of Council

I certify that the above resolution was:

Adopted on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable A.D. "Chuckie" Reid: _____.

The Honorable Sallie O. Amos _____.

The Honorable Daniel E. Dwyer _____.

The Honorable Tommy Pairet _____.

The Honorable John Hardy _____.

The Honorable Donald L. Hunter _____.

The Honorable Adam Yoelin _____.