



Town of Farmville

Town Council

May 8, 2024 at 6:00 PM
Council Chamber of the Town Hall
116 North Main Street, Farmville, VA

AGENDA

1. **Call to Order**
2. **Roll Call**
3. **Invocation**
4. **Pledge of Allegiance**
5. **Adoption of Agenda**
6. **Declaration of Personal Interest**
7. **Proclamation**
 - a. National Cities, Towns and Villages Month
8. **Public Hearing**

Public Hearing - Ordinance No. 228 Amending Sections 15-122, 15-123, 15-127, 15-130, 15-131, 15-135 and deleting Sections 15-126 and 15-131 of Division 3 of Article III of Chapter 15 – Motor Vehicles and Traffic

 - a. 15-131, 15-135 and deleting Sections 15-126 and 15-131 of Division 3 of Article III of Chapter 15 – Motor Vehicles and Traffic
 - b. Public Hearing - Ordinance No. 229 Amending Article III of Chapter 15 – Motor Vehicles and Traffic by adding Article V – Operation of Golf Carts and Utility Vehicles to include Sections 15-160 through 169
9. **Public Comment Period**
 - a. Public Comment Sign-up Sheet
10. **Consent Agenda**
 - a. Draft Minutes of the April 3, 2024 Work Session and April 10, 2024 Regular Council Meeting
11. **Finance Report**
 - a. April 2024 Finance Report
12. **Old Business**
 - a. Request Adoption of Resolution No. 2024-04-01 FY 2024-2025 Town Budget
 - b. Request Adoption of Resolution No. 2024-04-02 Five-Year Capital Improvement Plan
 - c. Request Approval for Additional Services for Farmville Asset Management Inventory
13. **New Business**
 - a. Request Adoption of Ordinance No. 228-Chapter 15 Amending Parking Meter Division
 - b. Request Adoption of Ordinance No. 229-Golf Cart Longwood University
 - c. Request Approval of Plat of Subdivision Survey-Henry Rowlette (Plank Road)

- d. Request Adoption of Resolution No. 2024-05-01 New Delinquent Meals Tax Policy
- e. Request Adoption of Resolution No. 2024-05-02 Revised Scope for S Main St. and Griffin Blvd. Intersection Improvement Project
- f. Request Approval of Property Lease with Better Days Southside Virginia

14. Town Manager's Report

15. Comments by Mayor and Town Council

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 Pairat

National Cities, Towns and Villages Month

Whereas, the National League of Cities was founded in 1924 in Lawrence, Kansas, as the American Municipal Association by state municipal leagues seeking more coordination and national representation as cities, towns, and villages expanded rapidly;

Whereas, the nonpartisan National League of Cities is the oldest and largest organization representing municipal governments throughout the United States, representing the interests of more than 19,000 cities, towns, and villages across the country;

Whereas today, the National League of Cities works in partnership with 49 state municipal leagues across the country to strengthen local leadership, drive innovation, and influence the federal policies that impact local programs and operations;

Whereas, as the voice of cities, towns, and villages in Washington, DC, the National League of Cities has successfully championed federal legislative solutions that support municipalities and has worked closely with Congress and the Executive Branch to educate policymakers on the realities of local implementation;

Whereas, Farmville is a proud member of the National League of Cities, and has benefited from the organization’s research, technical expertise, federal advocacy, and opportunities to learn from other local governments;

Whereas, local governments are the bedrock of American democracy, providing 336 million residents with the most accountable, responsive, inclusive, ethical, and transparent government in the world;

Whereas, from the nation’s smallest villages to its largest cities, America’s local governments have been essential in transforming the United States of America into the greatest, most influential nation in world history;

Whereas, Farmville was first incorporated in 1833 and is proudly served today by the Mayor and Town Council and a municipal workforce of 153 dedicated public servants;

Now, therefore, be it resolved that I, Brian R. Vincent, the Mayor of Farmville, Virginia, do hereby proclaim May 2024 as **National Cities, Towns, and Villages Month** in celebration of America’s local governments and the National League of Cities’ historic centennial anniversary.

Mayor

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 Pairret

PUBLIC HEARING NOTICE

The Farmville Town Council will hold a public hearing at 6:00 PM on Wednesday, May 8, 2024, in the Council Chamber of the Town Hall located at 116 North Main Street, Farmville, VA. The purpose of the public hearing is to hear citizen comments on the following matters:

- **Ordinance No. 228 - Amending Sections 15-122, 15-123, 15-127, 15-130, 15-131, 15-135 and deleting Sections 15-126 and 15-131 of Division 3 of Article III of Chapter 15 – Motor Vehicles and Traffic.**
- **Ordinance No. 229 - Amending Article III of Chapter 15 – Motor Vehicles and Traffic by adding Article V – Operation of Golf Carts and Utility Vehicles to include Sections 15-160 through 169.**

Full texts of the proposed ordinance amendments are available by contacting the Clerk of Council at (434) 392-9465 and online at www.farmvilleva.com.

Farmville Town Council will consider the amendments following the Public Hearings. Any person(s) wishing to comment on the above matters should plan to attend this meeting or submit written comments. Please email Mary McKay at mmckay@farmvilleva.com or mail written comments to PO Drawer 368, Farmville, VA 23901, to arrive by 4:00 PM on Wednesday, May 8, 2024.

Questions and comments regarding the proposed ordinance amendments 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
Ordinance No. 228
(Chapter 15 Amending Parking Meter Division)
May 8, 2024
Guests Sign Up Sheet

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



PUBLIC HEARING COMMENTS
Ordinance No. 229
(Golf Cart Longwood University)
May 8, 2024
Guests Sign Up Sheet

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



**PUBLIC COMMENT PERIOD
(held after PUBLIC HEARINGS)**

May 8, 2024

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: May 8, 2024

ITEM NUMBER: 10.a. – Draft Minutes of the April 3, 2024 Work Session and April 10, 2024 Regular Council Meeting

BACKGROUND:

RECOMMENDATION: Accept the Consent Agenda as presented.

FISCAL IMPACT:

ATTACHMENTS:

1. 2024-04-03 Work Session-DRAFT
2. 2024-04-10 Regular Council Meeting-DRAFT

REGULAR WORK SESSION OF THE FARMVILLE TOWN COUNCIL
HELD ON APRIL 3, 2024

At the regular work session of the Farmville Town Council held on Wednesday, April 3, 2024, at 6:00 PM, in the Council Chamber of the Town Hall, located at 116 North Main Street, Farmville, Virginia, there were present Mayor Brian Vincent, presiding, and Council members Sallie Amos, A.D. “Chuckie” Reid, Daniel Dwyer, Tommy Pairet, Adam Yoelin, Donald Hunter, and John Hardy.

Staff present were Town Manager Scott Davis, Town Attorney Gary Elder, Finance Director Julie Moore, Chief of Police Andy Ellington, Community Development Director and IT Support Ashley Atkins-Austin, Deputy Clerk Jacqueline Vaughan, and Clerk of Council Mary McKay.

Mayor Vincent called the meeting to order.

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

ADOPTION OF AGENDA

Mr. Hunter made a motion to adopt the agenda as presented, seconded by Mr. Hardy, and with all in favor stating “aye”, the motion passed.

DECLARATION OF PERSONAL INTEREST

There were no declarations of personal interest made.

FINANCE REPORT

Finance Director Julie Moore reported the revenue should be approximately 67%, eight months into the fiscal year, however, is slightly below that percentage. As mentioned previously, ARPA money is budgeted in the water and sewer fund but not yet recognized until the end of the fiscal year once the amount spent has been determined. Ms. Moore advised that the General Fund is at 61% and close to where it should be. Revenue compared to prior year is above in every fund except the airport fund. There was a large project last year with state and federal reimbursements being received and this year there is not.

Expenses are well below 67% compared to the budget and considered a positive. Ms. Moore reported there are still a few departments that are above, but she feels confident that by the end of the fiscal year, those departments are going to be below budget. Expenses compared to last year are slightly above as previously explained. The ABM payment which was split between the General Fund and the Water Fund, had a large portion of the payment coming from the Water

Fund that caused those expenses to increase. From the Transportation fund, two buses were purchased this year that were not at this time last year.

The number of unpaid business licenses is down to 26. Letters have been sent out notifying business owners of the April 15th due date to have payments made. If not received by that date, next steps will be taken for operating without a business license.

PROPOSED FY 2024-2025 TOWN BUDGET

Town Manager Davis reported being ready to field any questions from the Council. Mayor Vincent commented on several items:

- Funding for another Council Retreat to be scheduled for spring 2025 following the Council elections. The strategic plan and goals will be revisited.
- Question concerning the amount budgeted for small equipment under \$5000, as the amount had increased significantly under the horticulture category. It was reported that the black square box planters around town with the Town of Farmville logo will all be replaced having been repainted a few times previously.
- Information to be provided on the Urban Heat Mitigation - the Town Manager reported on a study completed showing several downtown areas needing heat mitigation because of the lack of canopy. One of the areas referenced was the parking lot beside the South Street Conference Center and behind the Prince Edward County Courthouse. A grant application was submitted through the Virginia Department of Forestry and will provide for the creation of heat mitigation tree islands in that parking lot.
- A budget allocation of \$20,000 for limestone to refinish the hard-packed gravel for the Sarah Terry Trail.
- Notice of the \$350,000 gift to the Farmville Industrial Development Authority with a brief discussion held on the topic of their investing the money. The Town Manager mentioned bringing forth information to the IDA board for discussion.
- An evenhanded distribution of department funding was noted for equipment and trucks.
- No enterprise funds are being transferred to the General Fund in this budget.

Mayor Vincent concluded by giving credit for the elimination of transfers to the General Fund and for the excellent budget. He also reported on the scheduled Public Hearing on

Wednesday, April 10, 2024, at the Regular Council Meeting for citizens to bring forth any questions or concerns about the budget.

Town Manager Davis reported being available for any questions concerning the Capital Improvement Plan (CIP) as well and noted that the Public Hearing scheduled next week is on the Proposed Budget and the CIP. Mayor Vincent inquired if Council members had any questions concerning the five-year Capital Improvement Plan with no inquiries made.

ORDINANCE NO. 228 – CHAPTER 15 AMENDING PARKING METER DIVISION

As mentioned at the March 6, 2024 Work Session, the Town Manager reported on the need to update the parking meter ordinance as the parking meters are being upgraded. A proposed ordinance was drafted with feedback being received from the Farmville Police Department, review made by the Town Attorney and presented to the Council for review and discussion. A public hearing would be required and then presented to Council for consideration at the May 8, 2024, Regular Council Meeting.

Mayor Vincent opened the floor for questions concerning the parking meter ordinance. A suggestion was made by Mr. Pairet to post what is being proposed on social media as to what the fines are, with the Town Manager reporting the notice would be placed there but due to its length, the ordinance would not but anyone may request a copy. He also pointed out language which specifies after not paying three or more parking violations would allow the motor vehicle to be immobilized or towed.

Mr. Hardy inquired if this amendment would apply to tickets already received. The Town Manager noted that a violation of the ordinance would occur after its enactment.

ORDINANCE NO. 229 – GOLF CART LONGWOOD UNIVERSITY

Mayor Vincent opened the discussion of the proposed ordinance asking Mr. Davis if there was an addition of a strobing light to the back or the top of the golf cart. Davis mentioned the addition as noted in 15-162, (6) stating “Golf carts and utility vehicles shall be marked in Longwood University markings and have a blinking strobe on the top of the vehicle or the rear of the vehicle while in operation on the designated highways.”

Mr. Pairet suggested the strobing light be on top of the vehicle and not on the rear at all. Discussion was held. There appeared to be a consensus from the Council to strike the wording designating the rear of the vehicle and keep the blinking strobe on the top of the vehicle.

HIGH BRIDGE SOLAR, LLC – CONDITIONAL USE PERMIT

Town Manager Davis reported on the community meeting held concerning the solar project off Cedar Avenue. A conditional use permit has been filed that will go before the Planning Commission this month before coming to Council for consideration. Public hearings are required beforehand at each level. Mr. Dwyer inquired about the attendance of the community meeting and if any concerns were expressed. No concerns were mentioned.

RESIDENTIAL SIDEWALKS – PROPOSED ZONING ORDINANCE AMENDMENT

The requirement for sidewalks in business districts is currently in the subdivision section of the Town Code. Council member Yoelin initiated a conversation about residential sidewalks and how there could be more walkability throughout town. A proposed zoning ordinance amendment is being brought forward to require that any new residential development have five-foot sidewalks in the development plan.

Mr. Yoelin followed up by asking if the four restrictions are all the requirements needed to ensure walkability if someone wanted to create a development such as the Greens.

Town Manager Davis reported that the first item listed on the proposed amendment will meet the requirement that sidewalks are placed because in order to build a residential structure it must front on an existing street.

Mr. Reid asked if this requirement would apply to Redford Street, which has a parking lot and no sidewalks on either side, with Davis advising this amendment would apply only to new developments with the developers being responsible for installing the sidewalks. He reported that an individual is requesting that the Town look at installing sidewalks along one side of Redford Street to allow for the parking lot when it is being used to have access to the crosswalk. The issue can be looked at this year and what the costs look like whether to construct a sidewalk there or not. Due to the slope of the area at Redford and Griffin, the town itself cannot provide the needed engineering. Any new sidewalk must be ADA compliant. Mr. Yoelin asked if the engineering is left up to the property owner with the Town Manager advising it would be on the town to provide.

FENCES – PROPOSED ZONING ORDINANCE AMENDMENT

The Town Manager reported on an issue on Longwood Avenue recently where someone has placed a privacy fence from the rear of the yard all the way to and within the town's right of way that is now blocking the view of the neighbor from pulling in and out of their driveway. The topic is being brought forward as there is no ordinance in place regarding fences, other than to say from a driver's standpoint, there is a safety hazard. The proposed amendment will specify only a

height requirement and not what a fence is made of. From the front line of the house, fences can be only four feet tall, must have sight distance and can be no more than eight feet tall in the rear.

Mr. Dwyer raised a question about the height of the side yards. The proposed language was clarified by the Town Manager and Community Development Director Ashley Atkins-Austin.

Mr. Hunter asked that the town provide an update to the owner of the driveway whose view is blocked of what is being proposed.

Ms. Atkins-Austin mentioned that multiple calls had been received in the last year concerning the installation of fences in town.

Mrs. Amos advised of the need to make it clear the town is not impeding on the rights of homeowners putting up fences and that she didn't want to get so particular.

Mr. Hardy talked about when the homeowner doesn't have a choice because they have a large dog, and the only option is to fence in their front yard. A four-foot fence may not be sufficient height and they would need to have the opportunity to place a higher height fence. If their front yard is the only option they can place a fence, he doesn't want to limit the height of that fence.

Town Manager Davis remarked on creating a standard and not trying to impede any property owner's ability to place a fence.

A brief discussion was held with Mr. Dwyer asking if you can see over a four-foot fence if sitting in a low car and asked what the typical right of way is.

The Town Manager concluded by reporting the topic will go to the Planning Commission this month and then to the Council.

As a reminder Mayor Vincent reported the Planning Commission meetings are the third Wednesday of every month at 7 PM in the Council Chambers where all may attend or watch online to follow the status of the proposed ordinances before they come to Council.

Mr. Reid asked a question concerning a resident wanting to install an awning onto his house and was told he could not because of the zoning even though the awning would be on his property. Additional clarification was provided by the Town Manager that because the awning is attached to the house, it is part of the structure and must have a minimum setback from the road. The topic of retractable awnings was also brought up.

TOWN MANAGER'S REPORT

Feedback was requested from Council members on whether to look further into a zoning change. There is a landowner in a residential district who has a parking lot adjacent to their

property and would like to have food trucks in that parking lot. The property is zoned residential, and the code does not allow for any type of food trucks. These are allowed only in business districts on private property. The only solution to where it's not allowed everywhere in a residential district is that the Council and the Planning Commission could recommend the zoning ordinance be amended to allow for a conditional use permit to be reviewed and/or granted and/or not granted depending on the circumstances to allow food trucks in residential districts on private property. In any residential district, the Council would decide whether to issue a conditional use permit. The topic is being brought forward for feedback to see if there is interest in staff continuing to look further and have a discussion with the Planning Commission.

Questions were asked by several Council members and discussion was held.

- Mr. Dwyer noted a concern as the zoning is written to protect against dissimilar uses.
- Mr. Yoelin asked if there is a way to craft the zoning so that a property like this could be utilized for a commercial purpose if it is close to a major arterial road. The referenced property sits in an area where there is not such dissimilar uses. The property owner could apply for conditional use.
- Mr. Reid asked if the business is a permanent business or would the food truck be coming in for like twice a week and then leaving. Davis reported that food trucks currently are only allowed in a business district on private property and would need some way to be allowed in a residential zoning district.
- Mr. Hunter provided an example of hiring a food truck for a pizza party for his young children and if that would be allowed on his property. He stated this is something that needs to be looked into as this currently is not allowed.
- Mr. Dwyer mentioned while previously serving on the Planning Commission, a property owner wanted to place a commercial kitchen in their basement, and the aroma of the food permeated the neighborhood and was considered an infringement of sort.

The Town Manager advised a conditional use permit can regulate the one-day use of a food truck for a child's birthday party but would need to be planned months in advance and would also allow a food truck in any residential district but only if Council approves the permit.

Another discussion item initiated by Mr. Yoelin will be brought forward at the next Work Session. The Code of Virginia allows for towns to work with and get approval from the Circuit

Court to have a land bank entity remediation instead of condemning and tearing down residential structures. A land bank in a non-profit entity could be allowed to take control to restore a property.

COMMENTS BY MAYOR AND TOWN COUNCIL

Mr. Yoelin provided a comment on using a food truck at his residence previously without a permit and apologized for its use.

There being no other business and on a motion by Mr. Dwyer, seconded by Mr. Pairt, with all in favor stating “aye”, the meeting adjourned at 6:54 PM.

APPROVED:

ATTEST:

Brian R. Vincent, Mayor

Mary H. McKay, Clerk of Council

REGULAR MEETING OF THE FARMVILLE TOWN COUNCIL
HELD ON APRIL 10, 2024

At the regular meeting of the Farmville Town Council held on Wednesday, April 10, 2024, at 6:00 PM, in the Council Chamber of the Town Hall, located at 116 North Main Street, Farmville, Virginia, there were present Mayor Brian Vincent, presiding, and Council members Sallie Amos, A.D. “Chuckie” Reid, Daniel Dwyer, Tommy Pairet, Adam Yoelin, Donald Hunter, and John Hardy.

Staff present were Town Manager Scott Davis, Town Attorney Gary Elder, Finance Director Julie Moore, Chief of Police Andy Ellington, Captain William Hogan, Public Works Director Robin Atkins, Fire Chief Daniel Clark, Community Development Director and IT Support Ashley Atkins-Austin, Deputy Clerk Jacqueline Vaughan, and Clerk of Council Mary McKay.

Mayor Vincent called the meeting to order and welcomed all in attendance, those tuned-in online and students from Professor Eric Hodges’ class from Longwood University.

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

The Lord’s Prayer was recited for anyone wishing to join in prayer. Vice-Mayor Reid led the Pledge of Allegiance.

ADOPTION OF AGENDA

Mrs. Amos made a motion to adopt the agenda as presented, seconded by Mr. Dwyer, and with all in favor stating “aye”, the motion passed.

DECLARATION OF PERSONAL INTEREST

There were no declarations of personal interest made.

PROCLAMATION RECOGNIZING APRIL AS NATIONAL POETRY MONTH

After reading the proclamation, Mayor Vincent then made a presentation to Rick Ewing who accepted on behalf of the Friends of the Barbara Rose Johns Farmville-Prince Edward Community Library.

**PROCLAMATION
IN RECOGNITION OF APRIL AS
NATIONAL POETRY MONTH**

WHEREAS, the Academy of American Poets established the month of April as National Poetry Month in 1996; and

WHEREAS, National Poetry Month seeks to highlight the ongoing achievement of American poets by introducing Americans to the pleasures and benefits of reading poetry; by bringing poets and poetry to the public in immediate and innovative ways and by making poetry an important part of our children's education; and

WHEREAS, as National Poetry Month, under the leadership and direction of the Academy of American Poets, is now the largest literary celebration in the world; and

WHEREAS, poetry enriches the lives of all Americans; and

WHEREAS, poetry, as an essential part of the arts and humanities, affects every aspect of life in America today, including education, the economy, and community pride and development; and

WHEREAS, poetry has produced some of the nation's leading creative artists and has inspired other artists in fields such as music, theatre, film, dance, and the visual arts; and

WHEREAS, National Poem in Your Pocket Day will be celebrated on April 18th. Poems will be available at Farmville Downtown Businesses, Longwood University's Greenwood Library, Hampden-Sydney College's Bortz Library, and at Centra Southside Community Hospital.

NOW, THEREFORE IT IS PROCLAIMED, by the Mayor and Town Council that the month of April be recognized as National Poetry Month in the Town of Farmville, Virginia, in honor of poets across America that share their talent with the world.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the Town of Farmville, Virginia to be affixed on this 10th day of April, in the year 2024.

Brian R. Vincent, Mayor

Mayor Vincent announced the public hearing period.

PUBLIC HEARING NOTICE

The Farmville Town Council will hold a public hearing at 6:00 PM on Wednesday, April 10, 2024, in the Council Chamber of the Town Hall located at 116 North Main Street, Farmville, VA. The purpose of the public hearing is to hear citizen comments on the following matters:

- **Adoption of Resolution No. 2024-04-01, FY 2024-2025 Town Budget**

**TOWN OF FARMVILLE, VIRGINIA
BUDGET SUMMARY
FISCAL YEAR 2024-2025**

Fund	Revenue	Expenditures
10 General Fund	15,485,558.17	15,485,558.17
15 Street Maintenance Fund	2,352,512.54	2,352,512.54
40 Water Fund	3,043,556.35	3,043,556.35
42 Sewer Fund	2,551,130.60	2,551,130.60
44 Transportation Fund	925,870.12	925,870.12
45 Airport Fund	1,114,227.49	1,114,227.49
Total	25,472,855.27	25,472,855.27

The above budget includes a real estate tax rate of \$0.13 cents per \$100.00 of assessed value, a personal property tax rate (business only) of \$1.50 per \$100.00 of assessed value, a \$0.27 cent per pack cigarette tax rate, and a 7 percent tax rate on amount paid for meals and lodging within the Town of Farmville limits.

- **Adoption of Resolution No. 2024-04-02, Capital Improvement Plan**

Citizens are encouraged to participate in this public hearing. Any person(s) wishing to comment on the above matters should plan to attend this meeting or submit written comments. Please email Mary McKay at mmckay@farmvilleva.com or mail written comments to PO Drawer 368, Farmville, VA 23901, to arrive by 5:00 PM on Wednesday, April 10, 2024.

Questions and comments regarding the proposed budget 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 – ADOPTION OF RESOLUTION NO. 2024-04-01, FY 2024-2025

TOWN BUDGET

With no one signed up or wishing to speak, the public hearing was closed.

**PUBLIC HEARING – ADOPTION OF RESOLUTION NO. 2024-04-02, CAPITAL
IMPROVEMENT PLAN**

With no one signed up or wishing to speak, the public hearing was closed. Mayor Vincent advised that a copy of the budget report may be requested from the Clerk.

PUBLIC COMMENT PERIOD

The following Longwood University students currently taking Dr. Eric Hodges' Political Science class were present and spoke on several topics:

Reaya Bajor addressed the Council to speak on the many barriers of accessing rural healthcare including transportation, distance, and lack of health insurance coverage. A suggestion was made to partner with Longwood University to help fund a mobile clinic to serve individuals in Farmville and surrounding towns. The mobile clinic could be set up in areas accessible through the Farmville Area Bus and would also help the nursing program students gain more experience before graduating.

Mayor Vincent provided the general guidelines used during the public comment period.

Aislinn Craig spoke on special education in the Prince Edward County school system and in rural areas such as Farmville and reported on the recent statistics showing Prince Edward County High Schools having significantly lower test scores for the state of Virginia at large, especially for students with disabilities. Ms. Craig reported on her group's discussion of potentially having an after-school support program for students.

Sarah Mitchell spoke on the issue of domestic violence to bring awareness of the issue and reported on her unexpected inability to find resources in Prince Edward County. Ms. Mitchell also reported on the 2022 closing of a local women's shelter, Madeline's House, due to a lack of funding and her attempts to contact STEPS, a local non-profit organization and new owner of the facility. To provide better access to resources, Ms. Mitchell mentioned the creation of a website which would list every available resource in Prince Edward County.

Manuel Rodriguez addressed the Council to spread awareness of the growing mental health problem among high school students and mentioned from a survey, that anxiety and depression are some of the largest issues faced, and the need to provide resources. Mr. Rodriguez shared this information with Council members as he feels they are in positions to speak to a larger audience. Also shared were ideas such as mandatory mental health classes for students or teachers to provide

awareness of what to look for when problems occur and schools distributing information to inform students and parents about how to address problems.

Evelyn Henard spoke on the topic of literacy and Covid-19 within Prince Edward County noting literacy plays an essential role in ensuring everyone has a fair chance to receive a proper education but also allows individuals the chance to prepare for their future. Ms. Henard reported on the impact on literacy from covid-19 mentioning the placement test scoring in Virginia before and after Covid, and approximately 34.9% of students are at high risk for reading difficulties. She further asked each Council member to remember literacy as an important tool and investing in it means investing in a brighter future for the community.

Marla Lopez spoke on the topic of substance abuse in the Prince Edward County area. Statistics were provided on the percentage of deaths linked to substance abuse. Ms. Lopez reported that currently those who suffer from substance abuse in the area get arrested and go to jail rather than receiving help and that drug courts could be an alternative. She reported this type of rehabilitation program located in the town of Farmville would be an immense help not only for Farmville residents but those in the surrounding communities who don't have accessible resources. She further asked Council members to consider and support more rehabilitative services or the establishment of drug courts in the area.

Rhett Weiss, resident from 809 Fourth Avenue, Farmville, VA, was present to address the Council and report on the opportunity he had to take the Citizens Police Academy Advanced Course. A thank you was offered to the Town Council and to the Police Department for making the program available. Mr. Weiss presented a monetary donation to Captain Bill Hogan to help offset the costs for his attendance.

Imari Patterson addressed the Council to speak on the topic of substance abuse and provided two talking points, policies and options. Ms. Patterson reported that millions of people are suffering silently from substance abuse and stated the issue doesn't just relate to the colleges but concerns the entire town of Farmville. She asked Council members what options are available so that all are aware and concluded by stating that school is hard enough but having a substance abuse issue makes school even harder.

Mayor Vincent thanked Mr. Weiss for the acknowledgement of the Citizens Police Academy.

CONSENT AGENDA

Mr. Hunter made a motion to accept the Consent Agenda as presented, seconded by Mr. Hardy, with all in favor stating “aye”, the motion passed. The Consent Agenda includes the draft minutes of the March 6, 2024 Work Session and the March 13, 2024 Regular Council Meeting.

FINANCE REPORT

Mr. Dwyer made a motion to accept the Finance Report as submitted, seconded by Mr. Reid, and with all in favor stating “aye”, the motion passed.

BACKGROUND:

Finance Director Julie Moore provided the March 2024 report. There was \$17,133.52 earned for the ABM project and this income will go towards future payments on the project. A total of \$16,432.48 was earned at the Virginia Investment Pool (VIP), making a total earned of \$146,707.23 with VIP for fiscal year 2024. There was a total earned of \$20,651.85 in March in the sweep accounts with Benchmark Community Bank, for a total so far of \$187,259.41. There is an earned income of \$34,926.01 in March from investing at the Local Government Investment Pool (LGIP), with a total earned at LGIP of \$324,691.47 in fiscal year 2024. The total earned income for March 2024 was \$72,010.34, excluding income received for the ABM project.

OLD BUSINESS – NONE

NEW BUSINESS – NONE

TOWN MANAGER’S REPORT

Town Manager Davis provided an update:

- Spring Clean-Up is scheduled for Monday, May 6, 2024.
- There will be an update from VDOT on the Green T Intersection and on the Roundabout project at the May 1, 2024, Work Session. Bids for construction will be requested in fall 2026 with construction to begin spring 2027.
- Hurt & Proffitt was hired to obtain information on the Town’s water and sewer infrastructure. As previously mentioned, an amendment to the contract to list additional infrastructure will be brought forward, hopefully at the May 8, 2024 meeting. A survey of every manhole will be completed to have an approximate age and location as well as the make, model, and year of the fire hydrants. Once completed the information can be

accessed from the Town's GIS and can be updated as changes are made. The information on the water meters will be available as new equipment is going to be installed.

- Some improvements have been made with getting the disabled cars cleaned up at the automobile repair shops. There is still more work to be done to meet FEMA requirements, especially on West Third Street which is in the flood plain.
- The issue on Longwood Avenue is being taken to the next step, which is to seek the Court's assistance to remediate. There is a public safety issue with a lack of visibility from a fence being installed on a property and the other with disabled vehicles and clutter in the yard.
- The conditional use permit for the solar project will be coming up next week [April 17, 2024 Planning Commission Meeting] and then will be brought forward at the next Regular Council Meeting with other ordinances that were discussed at the April 3, 2024 Work Session.
- From the discussion last week on conditional use permits and how certain zoning districts could be amended and adding conditional use permits, it may be helpful to review at the next Work Session, the details of conditional use permits and some of the ramifications to help in making an informed decision in the next steps.
- Chief Andy Ellington was asked to come forward to provide information on a challenge being requested.

Chief Ellington provided the details of the difficult news recently affecting the department and the diagnosis faced by Communications Operator Helen "Winky" Blanton. To show encouragement and financial support, a challenge was requested of the Council, Town of Farmville employees, and anyone they wish to reach out to. If \$5,000 is successfully raised by May 23, 2024, at 12:00 noon, Chief Ellington reported that he has arranged for his head to be completely shaven. Donations to the cause will be maintained by Finance Director Julie Moore until turned over to Ms. Blanton.

- Town Manager Scott Davis then reported if \$10,000 is raised, he will also shave his head.
- A reminder was made to show appreciation during Emergency Communication Operator's Week, April 14-20, 2024.

COMMENTS BY MAYOR AND TOWN COUNCIL

Mr. Yoelin commended all for their participation and remarked on the difficulty to speak publicly. He thanked all for coming out and he thought all did very well.

Mr. Dwyer expressed his appreciation to all and to the seniors who will be missed, and wished them the best of luck.

Mrs. Amos reported receiving three text messages concerning \$1,000 donations towards the challenge.

Seeing Prince Edward County Administrator in the audience, Mayor Vincent asked Doug Stanley if there were any items to report.

Mr. Stanley addressed the Mayor and Council members and provided handouts to the Clerk. An apology was mentioned for his late arrival due to his attendance at the Prince Edward-Randolph Henry soccer game being played in overtime.

- The Board of Supervisors will hold a public hearing on April 16, 2024, at 7:00 PM, on the FY 2024-2025 budget and tax rates. There are no proposed tax rate increases. The budget includes a 3% increase for County staff and an increase in the minimum salary from \$12 to \$13.50 per hour.
- Prince Edward County has applied for a \$16.97 million grant from the Virginia Economic Development Partnership to construct a 12-inch waterline from the town system to the new 1-million-gallon water tank on Persimmon Tree Fork Road. The project will also provide funding for a waterline from the proposed Sandy River Reservoir to the water tank and hopefully provide funding for an optional adjacent property to allow for the ability to market a larger data center site.
- DEQ held a public hearing on March 5, 2024, at Prince Edward County High School on the draft permit application for the Sandy River project. Appreciation was expressed to the Town Manager for a letter of support.
- 2025 Reassessment is approximately 50% complete with a project completion date of fall 2024, which will then go to the Board of Equalization. An update will be provided as both Town and County tax rates for next year will be impacted.
- Prince Edward County has applied for a \$1.7 million Assistance to Firefighter's grant to purchase radios for the new proposed radio system.
- As of March 1, 2024, the Kinex Broadband project has installed 261 miles of fiber. Mr. Stanley reported a total of 495 customers have been connected to the system.

- The Board of Supervisors approved at their April 9, 2024 meeting, the lease purchase agreement for the radio system.
- Brightspeed has been in contact with Prince Edward County and is looking to submit a Broadband Equity Access and Deployment (BEAD) Program grant application to upgrade from copper wire to fiber for residents and businesses in the Farmville area.

No questions were received from Council members.

Mayor Vincent reported his attendance at a Strategic Alliance meeting with a good update received on the Prince Edward County School system.

A reference was made during the Public Comment period concerning Madeline's House. Mayor Vincent reported that STEPS has taken over the facility and may be waiting for some federal funding. Additional information may be available should anyone want to reach out to them.

CLOSED SESSION

On motion by Mr. Hardy, seconded by Mr. Hunter, and with Council members Reid, Dwyer, Pairet, Yoelin, Hunter, Hardy, and Amos voting "yes", Council went into closed session under the provisions of Paragraph A.1 of Section 2.2-3711, for the discussion and consideration of prospective candidates for appointments to the Farmville Planning Commission and Board of Zoning Appeals.

CERTIFICATION OF CLOSED MEETING

WHEREAS, the Farmville Town Council has convened a closed session 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 session 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 noes

MOTION: Dwyer

SECOND: Hunter

AYES: Dwyer, Pairet, Yoelin, Hunter, Hardy, Amos and Reid

NOES: None

ABSENT DURING VOTE: None

ABSENT DURING MEETING: None

Clerk of Council

**APPOINTMENT TO THE FARMVILLE PLANNING COMMISSION - APPLICATION
ACCEPTED**

Mr. Pairet made a motion to accept the application from Ms. Jen Fraley for Ward A for the Planning Commission, seconded by Mr. Reid, and with a recorded vote of Council members Pairet, Yoelin, Hunter, Hardy, Amos, Reid, and Dwyer voting “yes”, the motion passed.

BACKGROUND: The topic was discussed previously at the March 6, 2024 Work Session. Ward A Planning Commissioner Jayne Johnson recently resigned from the Farmville Planning Commission. A position advertisement for Ward A was placed in *The Farmville Herald* to receive applications from those interested. An application was received from Jennifer Fraley. Ward B representative Rhett Weiss also offered to be reappointed to the Ward A seat. Mr. Weiss lives in Ward A but at the time of his appointment to the Farmville Planning Commission, there was an opening in Ward B. If no one applies from the ward with the vacancy, someone from outside the ward is allowed to fill the seat.

This appointment will fill the unexpired term of Jayne Johnson of June 30, 2026.

**FARMVILLE PLANNING COMMISSION REPRESENTATIVE ON THE BOARD OF
ZONING APPEALS**

Mr. Dwyer made an amended motion to recommend to the Circuit Court that John Miller be the Planning Commission’s representative on the Farmville Board of Zoning Appeals, with an amended second by Mr. Hunter, and Council members Yoelin, Hunter, Hardy, Amos, Reid, Dwyer and Pairet voting “yes”, the motion passed.

BACKGROUND: Cam Patterson previously was serving as the Planning Commission's representative on the Board of Zoning Appeals with an end term date of February 28, 2026. Dr. John Miller now wishes to serve as the representative.

There being no other business and on a motion by Mr. Reid, seconded by Mr. Pairt, with all in favor stating "aye", the meeting adjourned at 6:57 PM.

APPROVED:

ATTEST:

Brian R. Vincent, Mayor

Mary H. McKay, Clerk of Council



Town of Farmville

Agenda Item Summary

MEETING DATE: May 8, 2024

ITEM NUMBER: 11.a. – April 2024 Finance Report

BACKGROUND: Report by Finance Director Julie Moore.

RECOMMENDATION: Approve the Finance Report as presented.

FISCAL IMPACT:

ATTACHMENTS:

1. Finance Report - April 2024
2. Variable Revenue-April 2024-Charts
3. Rescue Squad Expenses-April24
4. Rescue Squad ExpensesYTD-April24
5. Retail Sales Report - Calendar Year 2023

TOWN OF FARMVILLE
FINANCE REPORT OF CASH RECEIPTS AND DISBURSEMENTS
FOR THE MONTH OF APRIL 2024

FUND NUMBER	FUND TITLE	BALANCE 04/01/2024	NET CHANGE	BALANCE 04/30/2024
<u>UNRESTRICTED FUNDS</u>				
10	GENERAL FUND	\$ 2,851,785	\$ 31,821	\$ 2,883,605
15	ST MAINT FUND	1,186,617	(136,105)	1,050,512
40	WATER FUND	2,068,551	64,499	2,133,049
42	SEWER FUND	3,516,023	117,898	3,633,922
44	TRANSPORTATION FUND	1,136,956	(31,511)	1,105,445
45	AIRPORT FUND	<u>47,962</u>	<u>(6,207)</u>	<u>41,755</u>
TOTAL	UNRESTRICTED FUNDS	\$ 10,807,894	\$ 40,395	\$ 10,848,289
<u>RESTRICTED FUNDS</u>				
10	ARPA-COVID FUNDS	\$ 5,293,414	\$ -	\$ 5,293,414
10	ENHANCED 911-WIRELESS	484,402	11,188	495,590
10	E911-RESERVE	133,151	16	133,167
10	SET ASIDE ACCOUNT	2,818,711	171,270	2,989,981
10	E-CITATION	30,335	1,010	31,345
10	MEDICAL COMPENSATION	259,858	611	260,469
10	BOA - LEASE PURCHASE	1,206,699	5,407	1,212,106
40	BOA - LEASE PURCHASE	2,499,466	11,199	2,510,665
70	NARCOTICS FUND	12,723	2	12,725
70	TASK FORCE	<u>2,799</u>	<u>0</u>	<u>2,799</u>
TOTAL	RESTRICTED FUNDS	\$ 12,741,559	\$ 200,703	\$ 12,942,261
TOTAL ALL FUNDS		\$ 23,549,453	\$ 241,097	\$ 23,790,550

UNRESTRICTED FUNDS - ACCOUNTED FOR AS FOLLOWS:

PETTY CASH	\$ 2,500
VIP ACCT - GOLF SALE PROCEEDS	958,643
VIP ACCTS - UNRESTRICTED	2,118,395
LGIP ACCT - UNRESTRICTED	1,259,120
CHECKING ACCT-BENCHMARK-AIRPORT	284,874
CHECKING ACCOUNT-BENCHMARK-UNRESTRICTED	<u>6,224,757</u>
TOTAL UNRESTRICTED FUNDS	\$ 10,848,289

RESTRICTED FUNDS - ACCOUNTED FOR AS FOLLOWS:

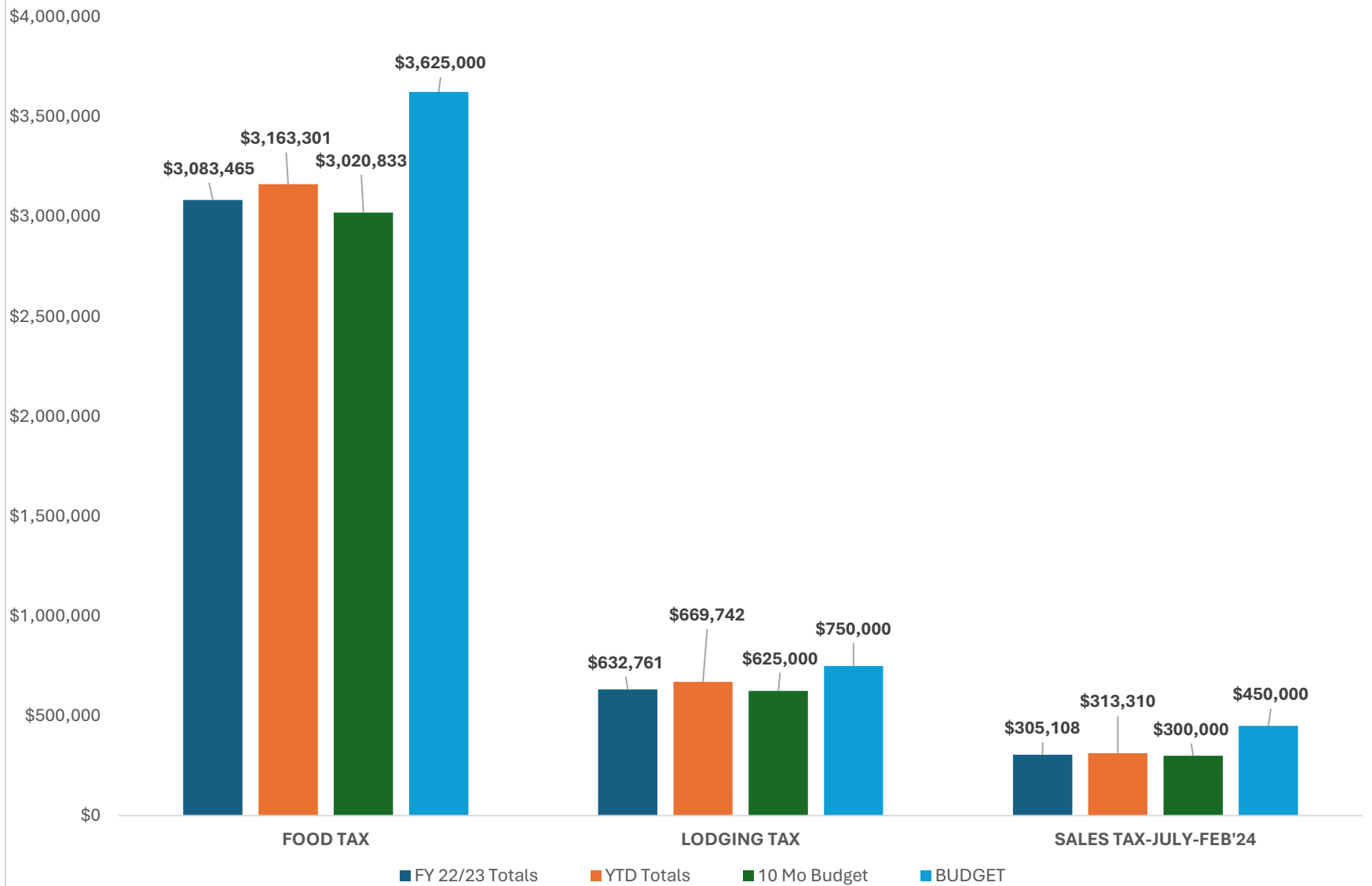
LGIP ACCT - ARPA - COVID FUNDS	\$ 5,293,414
MONEY MARKET - BENCHMARK - 911 WIRELESS	177,831
VIP ACCT - WIRELESS	317,759
INTEREST CHECKING-BENCHMARK-E911 RESERVE	133,167
INTEREST CHECKING-BENCHMARK-SET ASIDE ACCOUNT	1,507,721
LGIP ACCT - SET ASIDE ACCOUNT	1,045,573
VIP ACCT - SET ASIDE ACCOUNT	436,687
INTEREST CHECKING-FARMERS BANK-E-CITATION ACCOUNT	31,345
INTEREST CHECKING-BENCHARK-MEDICAL COMPENSATION	260,469
VIP ACCT - BOA - LEASE PURCHASE	3,722,771
INTEREST CHECKING-BENCHMARK - NARCOTICS FUND-STATE	12,725
INTEREST CHECKING-BENCHMARK-TASK FORCE	<u>2,799</u>
TOTAL RESTRICTED FUNDS	\$ 12,942,261

RESPECTFULLY SUBMITTED:

Julie A. Moore

Julie A. Moore, CPA, CFE, CGFM

**VARIABLE REVENUE - APRIL
2024**



APRIL MONTHLY COST-RESCUE SQUAD

2024

<u>DATE</u>	<u>VEHICLE/ Employee</u>	<u>DESCRIPTION OF SERVICE</u>	<u>Man Hours</u>	<u>LABOR COST</u>	<u>MATERIAL COST</u>	<u>EQUIPMENT COST</u>	<u>FUEL COST</u>
2-Apr	D Copeland	Cut grass	1.5	\$27.64			
	J Watson		1.5	\$23.91			
	C Stanley		1.5	\$22.52			
	T Inman		1.5	\$22.14			
24-Apr	D Copeland	Cut grass	1.5	\$27.64			
	J Watson		1.5	\$23.91			
	C Stanley		1.5	\$22.52			
	T Inman		1.5	\$22.14			
3-Apr	Rescue 4	New Rear tires	1	\$32.50	\$684.00		
	Rescue 13	Battery, air compressor switch	4	\$117.28	\$236.40		
		Cut Grass				\$310.00	
		FUEL COST					\$1,588.42

Total Labor Cost	\$342.20
Total Material Cost	\$920.40
Total Equipment Cost	\$310.00
Total Fuel Cost	<u>\$1,588.42</u>
Total April	\$3,161.02
<u>YTD Total</u>	\$37,857.80

Year-to-Date Costs - Rescue Squad
July - June 2024

2023-2024

	<u>July</u>	<u>August</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>Total</u>
Labor	1,239.65	1,182.76	920.77	378.05	507.63	112.25	64.88	397.66	78.43	342.20	0.00	0.00	\$5,224.29
Materials	4,902.21	813.09	2,922.80	131.67	1,611.04	20.00	0.00	1,044.41	0.00	920.40	0.00	0.00	\$12,365.62
Equipment	310.00	310.00	310.00	310.00	0.00	0.00	0.00	0.00	0.00	310.00	0.00	0.00	\$1,550.00
Fuel	<u>2,028.25</u>	<u>2,312.09</u>	<u>1,993.70</u>	<u>1,816.51</u>	<u>1,645.40</u>	<u>1,775.80</u>	<u>1,557.45</u>	<u>2,543.63</u>	<u>1,456.64</u>	<u>1,588.42</u>	<u>0.00</u>	<u>0.00</u>	<u>\$18,717.89</u>
	\$8,480.11	\$4,617.94	\$6,147.27	\$2,636.23	\$3,764.07	\$1,908.05	\$1,622.33	\$3,985.70	\$1,535.07	\$3,161.02	\$0.00	\$0.00	\$37,857.80

RETAIL SALES & DOLLAR VOLUME - LAST FIVE YEARS

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Grocery Stores	57,999,277.00	63,972,342.00	67,286,875.28	72,086,178.88	75,600,135.69
Restaurants	51,892,115.00	43,959,169.82	55,274,680.15	63,868,769.82	67,576,103.07
Retail Automotive Sales (Includes car sales & service station)	68,647,545.00	61,586,130.08	71,220,955.61	82,525,434.87	85,468,498.72
Other Retail Sales (Less food & automotive)	<u>193,842,564.00</u>	<u>199,151,263.38</u>	<u>230,093,603.35</u>	<u>234,286,411.37</u>	<u>214,260,809.45</u>
TOTAL RETAIL SALES	372,381,501.00	368,668,905.28	423,876,114.39	452,766,794.94	442,905,546.93
% Increase	-0.53%	-1.00%	14.97%	6.82%	-2.18%
Contractors	105,412,586.00	51,993,127.58	35,672,655.71	49,293,104.74	64,344,946.86
Wholesale Merchants	29,202,520.00	27,107,295.15	38,074,662.33	42,532,983.94	38,115,924.62
Professional Service (Doctors, Attorneys, Dentists, Surveyors, Accountants, etc.)	36,345,733.00	38,672,906.58	40,964,495.82	37,143,368.36	37,605,715.56
Hotels/Motels	10,391,734.00	6,284,159.04	12,637,281.30	12,184,953.89	12,442,019.00
All Other Business	<u>88,119,799.00</u>	<u>83,164,766.80</u>	<u>87,690,584.54</u>	<u>96,966,713.88</u>	<u>101,129,419.28</u>
TOTAL DOLLAR VOLUME	641,853,873.00	575,891,160.43	638,915,794.09	690,887,919.75	696,543,572.25
% Increase	5.37%	-10.28%	10.94%	8.13%	0.82%
Total License Taxes	1,513,259.00	1,386,782.96	1,554,899.88	1,664,990.42	1694449.81
TOTAL REVENUE	1,513,259.00	1,386,782.96	1,554,899.88	1,664,990.42	1,694,449.81
% Increase	4.04%	-8.36%	12.12%	7.08%	1.77%



Town of Farmville

Agenda Item Summary

MEETING DATE: May 8, 2024

ITEM NUMBER: 12.a. – Request Adoption of Resolution No. 2024-04-01 FY 2024-2025 Town Budget

BACKGROUND: Verbal report by the Town Manager.

The proposed FY 2024-2025 Town Budget and Capital Improvement Plan was presented to the Council at the March 13, 2024, Regular Council Meeting, and brought forward for questions and discussion at the April 3, 2024, Work Session. A Public Hearing was held at the April 10, 2024, Regular Council Meeting.

RECOMMENDATION: Adopt Resolution No. 2024-04-01 - FY 2024-2025 Town Budget

FISCAL IMPACT:

ATTACHMENTS:

1. Resolution No. 2024-04-01 FY 2024-2025 Town Budget

Resolution No. 2024-04-01

Approving the Town of Farmville Fiscal Year 2024-2025 Proposed Budget

WHEREAS, the Town Council has held the required public hearing on the Town of Farmville Fiscal Year 2024-2025 Proposed Budget; and

WHEREAS, the Town Council has thoroughly reviewed and discussed such Budget;
NOW THEREFORE,

BE IT RESOLVED BY THE TOWN OF FARMVILLE TOWN COUNCIL:

1. The Town of Farmville Fiscal Year 2024-2025 Proposed Budget is hereby approved and adopted.
2. This resolution shall be in full force and effect on July 1, 2024.

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 Pairret _____.

The Honorable John Hardy _____.

The Honorable Donald L. Hunter _____.

The Honorable Adam Yoelin _____.



Town of Farmville

Agenda Item Summary

MEETING DATE: May 8, 2024

ITEM NUMBER: 12.b. – Request Adoption of Resolution No. 2024-04-02 Five-Year Capital Improvement Plan

BACKGROUND: Verbal report by the Town Manager.

The proposed FY 2024-2025 Town Budget and Capital Improvement Plan was presented to the Council at the March 13, 2024, Regular Council Meeting, and brought forward for questions and discussion at the April 3, 2024, Work Session. A Public Hearing was held at the April 10, 2024, Regular Council Meeting.

RECOMMENDATION: Adopt Resolution No. 2024-04-02 - Fiscal Year 2025-2029 Capital Improvement Plan

FISCAL IMPACT:

ATTACHMENTS:

1. Resolution No. 2024-04-02 FY2025-2029 CIP

Resolution No. 2024-04-02

Approving the Town of Farmville Fiscal Year 2025-2029 Capital Improvement Plan

WHEREAS, the Town Council has considered the proposed Town of Farmville Fiscal Years 2025-2029 Capital Improvement Plan, describing and defining projected capital expenditures for all Town departments for the next five years; NOW THEREFORE,

BE IT RESOLVED BY THE TOWN OF FARMVILLE TOWN COUNCIL:

1. The Town of Farmville Fiscal Years 2025-2029 Capital Improvement Plan is hereby approved.
2. This resolution shall be in full force and effect on July 1, 2024.

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 _____.



Town of Farmville

Agenda Item Summary

MEETING DATE: May 8, 2024

ITEM NUMBER: 12.c. – Request Approval for Additional Services for Farmville Asset Management Inventory

BACKGROUND: As previously mentioned, and most recently at the April 10, 2024, Regular Council Meeting, an amendment to the Hurt & Proffitt Scope of Services to list additional infrastructure would be brought forward. A survey will be completed of every manhole to have an approximate age and location as well as the make, model, and year of the fire hydrants.

RECOMMENDATION: Approve Additional Services for Farmville Asset Management Inventory

FISCAL IMPACT:

ATTACHMENTS:

1. 20230495_Amendment

May 2, 2024

Kimberly Thompson, VCA Purchasing Agent
Town of Farmville
116 North Main Street
Farmville, Virginia 23901

Subject: *Proposal for Professional Services
JN 20230495 - Asset Management Plan
Amendment 1*

Dear Kimberly:

Hurt & Proffitt (H&P) appreciates the opportunity to provide this proposal for professional services for the above referenced project. This proposal includes our project understanding, proposed scope of services, our estimated schedule and budget, and our standard contract to provide authorization.

Scope of Services

Task 3 – Fire Hydrant Survey:

We will develop a web application to interface with a copy of your GIS database covering the hydrants. The database will record location (mapping not survey grade GPS), document the manufacturer/model, available information on date, if it has an isolation valve, are chains present, nozzle size, repair needed, and condition 1-4. It will take 1-2 days to set up the web application for recording the data and to train the technician. We propose an hourly task for this process not to exceed \$2,500 to set up the database and training.

Gathering the Information for the fire hydrants would be performed on an hourly basis. We will use a base technician with an hourly rate of \$60/hour. We anticipate the technician will walk the downtown area gathering the information and switch to a car outside the downtown area. They should be able to gather the information on 4-10 fire hydrants an hour. Based on the reported number of hydrants that would be between 40-100 hours or approximately \$2,400-\$6,000 for the survey. Due to the unknowns involved, we proposed performing this work on an hourly basis as an amendment to our contract.

Task 4 – Sewer Manhole Survey:

The GIS data that was previously provided indicates the Town has approximately 1,085 manholes in their system. Hurt & Proffitt has multiple technicians that have completed the National Association of Sewer Service Companies (NASSCO) certification programs for pipe (PACP), manholes (MACP), and laterals (LACP). We will perform level 1 inspections of all sanitary sewer manholes in the project area. For each structure, the level 1 inspection will provide structure information based on visual observation without entry. Separate NASSCO records will be added to the GIS database for each structure.

The cost for this survey will be \$200 per manhole for the first 400 manholes, \$150 per manhole for manholes 401-1,000 and additional manholes after that would be \$120 per manhole. The field

Ms. Kimberly Thompson
Farmville Asset Management Plan
May 2, 2024



crew performing the work will require assistance from the town with traffic control for manholes that are located in roadways.

Fee Arrangement

Our proposed fee as shown below is based on a hourly basis. Our fees are based upon authorization in the next 90 days.

Item	Description	Hourly or Total
Task 3A	Prepare Database (Hourly)	\$2,500
Task 3B	Field Location of Hydrants for GIS (Hourly)	\$6,000
Task 4	Sewer Manhole Survey (Total)	
0-400 MH	\$200 Per Manhole Surveyed	\$80,000
401-1,000 MH	\$150 Per Manhole Surveyed	\$90,000
Over 1,000 MH	\$125 Per Manhole Surveyed	\$10,200
	TOTAL	\$188,700

Terms

We propose to work in accordance with our current term contract dated August 2, 2021.

Closing

For written authorization to proceed, please execute and return the attached Agreement.

Again, thank you for your consideration of using our services for this project. Please contact us if you have any questions regarding this proposal or if we may be of further assistance.

Sincerely,
Hurt & Proffitt

A blue ink signature of Brian S. Cossman, consisting of a stylized 'B' and 'C' followed by a horizontal line.

Brian S. Cossman, PE
Vice President

A blue ink signature of Matthew G. Gross, featuring a stylized 'M' and 'G' followed by a horizontal line.

Matthew G. Gross, PE
Project Manager



An Agreement for the Provision of Limited Professional Services

Client: Town of Farmville
116 North Main Street
Farmville, VA 23901

Date: May 2, 2024

Project Name/Location: Farmville Asset Management Plan, Town of Farmville, VA

Scope/Intent and Extent of Services: To provide the following services:

Hurt & Proffitt will provide the services described in the attached proposal for field work related to the Asset Management Plan regarding sewer manholes and hydrants.

The above is a confirmation of work ordered to be performed. If any of the information shown hereon is not in accordance with your understanding, please advise us immediately. We will not be responsible for any errors or misunderstanding which may arise from lack of proper notification. H&P has no duty to provide any services not specifically set forth in this agreement.

Fee Arrangement: Estimated Total \$188,700

If this is acceptable, please sign where indicated and return the original copy, so we may schedule this work.

I hereby agree that I am fully responsible for payment for work described on this contract.

Signature of Responsible Party

Date

Printed Name of Responsible Party

Matthew G. Gross

20230495

Hurt & Proffitt Project Manager (Please Print)

Project #



Town of Farmville

Agenda Item Summary

MEETING DATE: May 8, 2024

ITEM NUMBER: 13.a. – Request Adoption of Ordinance No. 228-Chapter 15 Amending Parking Meter Division

BACKGROUND: The Town Manager reported at the March 6, 2024, Work Session about the need to update the parking meter ordinance as the parking meters are being upgraded. A proposed ordinance was brought forward for discussion at the April 3, 2024, Work Session. A Public Hearing is scheduled for May 8, 2024.

RECOMMENDATION: Adopt Ordinance No. 228-Chapter 15 Amending Parking Meter Division

FISCAL IMPACT:

ATTACHMENTS:

1. Ordinance No. 228-Chapter 15 Amending Parking Meter Division

ORDINANCE NO. 228

Amending Sections 15-122, 15-123, 15-127, 15-130, 15-131, 15-135 and deleting Sections 15-126 and 15-131 of Division 3 of Article III of Chapter 15 – Motor Vehicles and Traffic.

THE TOWN OF FARMVILLE HEREBY ORDAINS:

1. That Sections 15-122, 15-123, 15-127, 15-130, 15-131, 15-134, 15-135 be amended and Sections 15-126 and 15-131 be deleted of Division 3 of Article III of Chapter 15 – Motor Vehicles and Traffic of the Town of Farmville Town Code as follows:

Sec. 15-122. - Time of operation.

The provisions of this division shall apply to metered parking on the streets only between the hours of 8:00 a.m. and 6:00 p.m. *Monday through Saturday.* ~~and on days other than Sundays and the following holidays: Christmas Day, Easter Monday, July Fourth and Thanksgiving Day.~~ Should Christmas Day or the Fourth of July in any year fall on Sunday, the Monday following shall be taken as the holiday for the purpose of the division

Sec. 15-123. - Installation, operation and maintenance.

In the parking meter zones established pursuant to section 15-121, the town manager is directed to provide for the installation or placing of parking meters, and the regulation, control, operation and use thereof in accordance with the provisions of this division, and to maintain such meters in good working condition. Such parking meters installed in a parking meter zone shall be placed upon the curbing immediately adjacent to individual parking spaces, which are to be designated as provided in section 15-124. Each parking meter shall be placed or set in such a manner as to show or display a signal that the parking space assigned to it is or is not legally in use. Each parking meter installed upon any street shall be installed and set to display, upon ~~deposit of a United States of America coin or coins~~ *payment* in accordance with the schedule of charges for the metered parking ~~attached to the meter~~, a signal indicating legal parking time for the time purchased in depositing such ~~coin~~ *payment* for the part of the street upon which such meter is placed. Each meter shall be so arranged that, upon the expiration of such parking limit, or the portion thereof for which the necessary ~~coin~~ *payment* has been deposited, it will indicate by mechanical operation and proper signal that the lawful parking period has expired.

~~Sec. 15-126. – Deposit of coin; meter to indicate expiration of parking time.~~

~~When any vehicle shall be parked in any space alongside of or next to which a parking meter is located, the operator of such vehicle shall, upon entering the parking space, immediately deposit, or cause to be deposited, one (1) or more coins of the United States of America, as indicated on such meter, in such parking meter, and the parking space may then be lawfully occupied by such vehicle during the period prescribed as the parking time allowed in such zone, or the portion thereof for which the necessary coin has been deposited. If such vehicle shall remain in such parking space beyond the parking limit prescribed for such parking space, then upon the expiration of the parking limit, or the portion thereof for which the necessary coin has been deposited, the parking meters shall display a sign or signal showing illegal parking and, in which event, the vehicle parked in such parking space shall be considered as parked overtime and~~

beyond the period, and the parking of a vehicle overtime in any such part of a street where any such meter is located shall be a violation of this section and punished as provided in section 15-135.

Sec. 15-127. - Parking overtime.

It shall be unlawful for any person to permit a vehicle to remain or to be parked in any parking space adjacent to any parking meter while such meter is displaying a signal indicating that the vehicle occupying such parking space has already been parked beyond the period of time prescribed for such parking space. It shall be unlawful for any person to cause, allow, permit or suffer any vehicle to be parked overtime or longer than two (2) hours for any parking meter zone. ~~;~~ enforceable twenty-four (24) hours a day.

Sec. 15-130. - Violations; duty of officers; payment of fine.

(a) Each police officer charged with the duty of enforcing this division shall take the number of any meter at which any vehicle is overparked, the ~~vehicle tag number~~ *license plate number* and/or registered information of such vehicle, and ~~report the same to the police department and make proper complaint touching~~ *issue a parking citation for* such violation.

(b) Each officer shall attach to such vehicle a *parking citation* ~~notice to the owner thereof~~ that such vehicle has been parked in violation of a provision of the parking meter regulations and instructing such owner when and where to report with reference to such violation. Each such owner may, within fifteen (15) days of the time when such notice was attached to such vehicle, pay to the ~~treasurer's~~ *finance* office a penalty for and in full satisfaction of such violation, the ~~sum of twenty-five (\$25.00)~~ *the amount notated* for each violation, or fraction thereof, during which such vehicle occupied such parking space illegally. The failure of such owner to make such payment to the ~~treasurer's~~ *finance* office within fifteen (15) days of the time when such notice was attached to such vehicle shall render such owner subject to the penalties provided for in section 15-135.

~~(c) Vehicles parked in violation of this ordinance are subject to towing.~~

~~Sec. 15-131. -- Deposits required levied as fees for certain purposes.~~

~~Coins Payments are required to be deposited in parking meters, by credit card, or by a pay app, as provided in this division, are hereby levied and assessed as fees to provide for the proper regulation and control of traffic on the public streets and to cover the cost of the supervision, inspection, installation, operation, maintenance, control and use of parking spaces and regulating the parking of vehicles in the parking meter zones hereby created.~~

Sec. 15-135. – *Parking violation fines, penalty for non-payment, and removal or immobilization of vehicles.*

~~Any person who does not pay the fine within fifteen (15) days from time when such notice was attached to such vehicle shall pay double the amount for all fines, with the exception of parking in a handicap space which will be two hundred dollars (\$200.00).~~

~~(a) Electric Vehicle While Charging Parking Only is \$25 fine.~~

~~(b) Following violations are \$50 fine if paid within 15 business days after which is \$100 fine:~~

~~1. Violation of Meter Ordinance~~

2. *Overtime Parking*
3. *Parking with Left Side to Curb*
4. *Parking on Sidewalk*
5. *Double Parking*
6. *Parking in Loading Zone*
7. *Blocking Driveway*
8. *Parking 20 feet of Intersection*
9. *Parking in Permit Zone*
10. *Resident Parking Only*
11. *Parking in Prohibited Zone*
12. *Yellow Painted Curb*
13. *No Parking at Anytime*
14. *No Parking – Designated Hours*
15. *No Parking – Dual Wheeled Vehicles*
16. *Expired Registration or State Inspection*

(c) Following violations are \$75 fine if paid within 15 business days after which is \$150 fine:

1. *Parking within 15 feet of Fire Hydrant*
2. *Parking in a Fire Zone*

(d) Parking in Handicapped Space is \$150 fine if paid within 15 business days after which is \$200 fine.

(e) Any motor vehicle, vehicle, or trailer parked on a public highway, street, or public grounds in which the owner of such motor vehicle, vehicle or trailer has three (3) or more unpaid or otherwise unsettled parking violations notices or citations may have their motor vehicle, vehicle, or trailer removed or immobilized in a manner that will prevent its removal or lawful operation. It is the duty of law enforcement personnel removing or immobilizing the motor vehicle, vehicle, or trailer to inform as soon as practicable the owner of the nature and circumstances of the prior unsettled parking violations for which the motor vehicle, vehicle, or trailer was removed or immobilized. In any case involving immobilization of a motor vehicle, vehicle, or trailer pursuant to this section, there shall be placed on the motor vehicle, vehicle, or trailer, in a conspicuous manner, a notice warning that the motor vehicle, vehicle, or trailer has been immobilized and that any attempt to move the motor vehicle, vehicle, or trailer might damage it. the owner of the removed or immobilized motor vehicle, vehicle, or trailer or other person acting on his behalf, shall be permitted to repossess or to secure the release of the motor vehicle, vehicle, or trailer by payment of the outstanding parking violation notices for which the motor vehicle, vehicle, or trailer was removed or immobilized and by payment of all costs incidental to the immobilization, removal, and storage of the motor vehicle, vehicle, or trailer and the efforts to locate the owner of the motor vehicle, vehicle, or trailer. Should the owner fail or refuse to pay such fines and costs, or should the identity or whereabouts of the owner be unknown and unascertainable, the ordinance may provide for the sale of the motor vehicle, vehicle, or trailer in accordance with the procedures set forth in § 46.2-1213.

2. This ordinance shall be in full force and effect upon passage.

Approved: _____
Mayor

Attest: _____
Clerk of Council

I certify that the above ordinance 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 Pairer _____.

The Honorable Adam Yoelin _____.

The Honorable Donald L. Hunter _____.

The Honorable John Hardy _____.



Town of Farmville

Agenda Item Summary

MEETING DATE: May 8, 2024

ITEM NUMBER: 13.b. – Request Adoption of Ordinance No. 229-Golf Cart Longwood University

BACKGROUND: Longwood University's new facilities building on Fourth Street is nearing completion. The Town has been asked to develop an ordinance to allow the university's employees to cross the roadway with golf carts to campus.

The topic was brought up for discussion at the March 6, 2024, Work Session, with a proposed ordinance discussed at the April 3, 2024, Work Session. A Public Hearing is scheduled for May 8, 2024.

RECOMMENDATION: Adopt Ordinance No. 229-Golf Cart Longwood University

FISCAL IMPACT:

ATTACHMENTS:

1. Ordinance No. 229-Golf Cart LU

ORDINANCE NO. 229

Amending Article III of Chapter 15 – Motor Vehicles and Traffic by adding Article V – Operation of Golf Carts and Utility Vehicles to include Sections 15-160 through 169.

THE TOWN OF FARMVILLE HEREBY ORDAINS:

1. That Article III of Chapter 15 – Motor Vehicles and Traffic be amended by adding Article V – Operation of Golf Carts and Utility Vehicles to include Sections 15-160 through 169 of the Town of Farmville Town Code as follows:

ARTICLE V. OPERATION OF GOLF CARTS AND UTILITY VEHICLES

Sec. 15-160. Definitions.

Golf cart, for the purposes of this article, means a self-propelled vehicle that is designed to transport persons playing golf and their equipment on a golf course.

Utility vehicle, for the purposes of this article, means a motor vehicle that is:

- (1) Designed for off-road use;*
- (2) Powered by a motor; and*
- (3) Used for general maintenance, security, agricultural, or horticultural purposes.*

"Utility vehicle" does not include riding lawn mowers.

Sec. 15-161. Prohibited uses.

No golf cart or utility vehicle may be operated in the Town on any public highway or any portion of any public highway, except as specifically authorized and designated by this article or any duly adopted amendment thereto.

Sec. 15-162. Authorized uses.

The operation of golf carts and utility vehicles is authorized on designated highways, subject to the following limitations and obligations:

- (1) Golf carts and utility vehicles may only be operated on designated highways. Designated highways include the portion of Putney Street west of and beginning at the entrance of Mid-Town Square to the intersection of Putney Street and N. Main Street. Golf carts and utility vehicles may cross N. Main Street at the controlled intersection to enter Redford Street. Any operation of golf carts and utility vehicles outside of the highways designated herein shall be unlawful.*

- (2) *Golf carts and utility vehicles may only be operated by designees of Longwood University who are acting in the course of their assigned duties.*
- (3) *No person shall operate any golf cart or utility vehicle on the designated highways, unless he has a valid driver's license in his possession.*
- (4) *Every golf cart or utility vehicle, whenever operated on designated highways, shall display a slow-moving vehicle emblem in conformity with Code of Virginia, § 46.2-1081, 1950, as amended.*
- (5) *Golf carts and utility vehicles shall be operated on designated highways only between sunrise and sunset, unless equipped with such lights as are required in Code of Virginia, Article 3 (§ 46.2-1010 et seq.) Chapter 10, 1950, as amended, for different classes of vehicles.*
- (6) *Golf carts and utility vehicles shall be marked in Longwood University markings and have a blinking strobe on the top of the vehicle while in operation on the designated highways.*
- (7) *Golf carts and utility vehicles operating on designated highways shall be covered by an insurance policy or equivalent governmental plan of liability coverage. Such policy shall meet the minimum liability amounts contained in Code of Virginia, § 46.2-472, 1950, as amended, and shall provide coverage during the operation of the golf cart or utility vehicle on the designated highways. Proof of such insurance shall be maintained in such golf cart or utility vehicle at all times that such golf cart or utility vehicle is in operation on the designated highways.*
- (8) *Operators and passengers of any golf cart or utility vehicle operated on the designated highways shall comply with all applicable state and local laws and regulations pertaining to the consumption and possession of alcoholic beverages and illegal drugs or other illegal substances.*
- (8) *Golf carts and utility vehicles operated on the designated highways shall be operated in conformity with all applicable state and local laws and ordinances.*
- (9) *No person shall operate any golf cart or utility vehicle on the designated highways unless signs have been installed and maintained which alert motorists and pedestrians that golf carts and utility vehicles may be in operation. If such signs are not in place, it shall be unlawful to operate golf carts or utility vehicles on the designated highways until the signs are installed, repaired, or replaced. Pursuant to Code of Virginia, § 46.2-916.2(E), as the requesting entity, Longwood University has agreed to provide signs, and (when needed) replace signs, for the Town to install and maintain on designated highways. All signs must be approved in advance by the Town.*

Sec. 15-163. Penalties.

Any person who violates any provision of this article shall be guilty of a traffic infraction punishable by a fine of not more than \$250.00.

Sec. 15-164 – 169 Reserved

2. This ordinance shall be in full force and effect upon passage.

Approved: _____
Mayor

Attest: _____
Clerk of Council

I certify that the above ordinance 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 Pairer _____.

The Honorable Adam Yoelin _____.

The Honorable Donald L. Hunter _____.

The Honorable John Hardy _____.



Town of Farmville

Agenda Item Summary

MEETING DATE: May 8, 2024

ITEM NUMBER: 13.c. – Request Approval of Plat of Subdivision Survey-Henry Rowlette (Plank Road)

BACKGROUND: Verbal report by the Town Manager.

RECOMMENDATION: Approve Plat of Subdivision Survey-Henry Rowlette (Plank Road)

FISCAL IMPACT:

ATTACHMENTS:

1. SUB24-002 TC Staff Report
2. SUB24-002 - Vicinity Map
3. SUB24-002 - Aerial
4. SUB24-002 Signed Plat



Identification and Location Information

Applicants	Kevin Dunn on behalf of Henry Rowlette
Property Owner	Henry Rowlette
Location	446 Plank Road, Tax Map # 110AQA 5
Ward	E, Council Member Sallie O. Amos
Acreage	Approximately 3.000 acres
Zoning	R2 Medium Density Residential
Future Land Use Recommendation	Urban Residential
Overlays	Special Flood Hazard Area and 0.2% Annual Chance Flood Hazard Area
Adjacent Zoning	R2 Medium Density Residential on the right and across Plank Road. R3 High Density Residential to the rear. Cumberland County Zoned B-3
Adjacent Uses	Parcels immediately adjacent to the subject site are vacant. Uses in the vicinity include multi-family complex, commercial property, and a Dominion substation.
Staff Contact	Ashley Atkins-Austin, CZA, Director of Community Development Phone: 434-392-8465 Email: aaustin@farmvilleva.com

Background and Existing Conditions

The request is to subdivide an existing parcel into three lots. The existing parcel fronts on Plank Road, northwest of its intersection with Spring Street in the Town of Farmville, Cumberland County, Virginia, and contains approximately three (3) acres. The existing parcel is designated as Tax Map # 110AQA 5. The parcel has been used as a radio station in the past. Per the plat, the existing building and tower will be removed.

Zoning and Subdivision Ordinance Considerations

Section 29-64.2.b. The completed plat shall be submitted to the subdivision agent or to the town council for approval. On the approval by the town council, the plat shall be signed by the president of the town council, marked approved.

The proposed lots meet the minimum dimensional standards for the R2 zoning district.

Comprehensive Plan

The existing parcel is shown as Urban Residential on the Future Land Use Map. Urban Residential uses cover a range of designs, from low-rise garden apartments with exterior corridors to larger apartment complexes or apartment houses with single entrances and may be rented or divided and sold as condominiums.

Utilities

The property has access to the Town's public water and sewer system. Connections to public utilities will be discussed with public works prior to construction.



Transportation/ Streets

There are no new streets created with this subdivision. The three (3) proposed lots will front on an existing street.

Environmental

A portion of the site is in the 100-year Special Flood Hazard Area and a portion of the site is in the 500-year Flood Hazard Area.

Findings and Recommendations

Staff's Findings

- The plat meets applicable requirements set forth in Article VI. – Subdivisions of the Farmville Town Code.
- There are no significant impacts to the capacities of the utility or transportation systems.
- There are no significant environmental impacts to the site or adjacent properties.

Recommendations

The Staff recommends **approval** of the submitted final plat.

Additional Information

1. There are no other zoning or code enforcement violations pending.

Attachments

1. Plat of Subdivision Survey
2. Vicinity and aerial maps

Legend

-  100-Year Flood Zone
-  500-Year Flood Zone
-  Area of Minimal Flood Risk
-  Subject Site
-  Parcels



Case #: SUB24-002

Vicinity Map

Tax Parcel Number: 110AQA 5

Prepared by:

Community Development Office

0 45 90 180 270 Feet

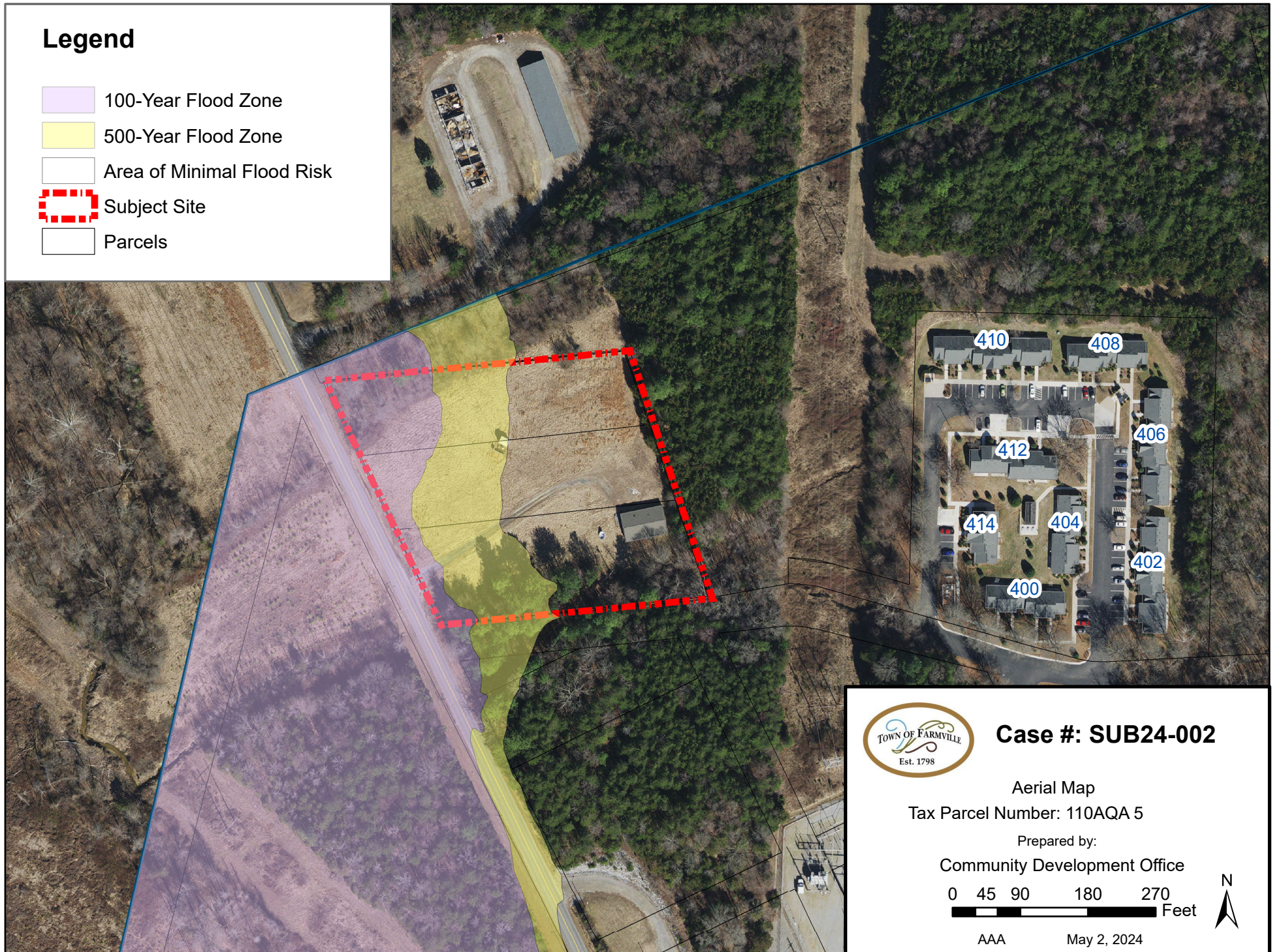
AAA

May 2, 2024



Legend

-  100-Year Flood Zone
-  500-Year Flood Zone
-  Area of Minimal Flood Risk
-  Subject Site
-  Parcels



Case #: SUB24-002

Aerial Map

Tax Parcel Number: 110AQA 5

Prepared by:

Community Development Office

0 45 90 180 270 Feet

AAA

May 2, 2024



State Route No. 600
Plank Rd. Variable Width R/W
Hwy P.B.2 p.342

Not A Special Food Hazard Area Zone X
0.2% Annual Chance Flood Hazard
110-AQ-A-6
Caryn Kayton
Will 201700072
202122319(plat)



Line Table

LINE	BEARING	DISTANCE
L1	N25°51'27\"W	140.87'
L2	N25°51'27\"W	110.00'
L3	N25°51'27\"W	110.00'
L4	S83°51'52\"W	374.36'
L5	S83°51'52\"W	388.08'

Approval Block
This Subdivision
is approved by the undersigned in accordance
with existing regulations and may be admitted
to record.
Shirley Heino-Justin 5/2/2024
Subdivision Agent Date

President Of Town Council Date

Zoning = R2
Building Sebacks
Front = 35'
Side = 10'
Rear = 25'

#446
Existing Building
See note 5

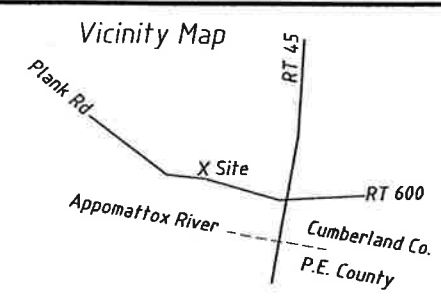
Not A Special Food Hazard Area Zone X
0.2% Annual Chance Flood Hazard

Notes

- Properties are zoned R2
- This survey is subject to any easement of record and other pertinent facts which a title search might disclose.
- This plat is based on a current field survey.
- Plat recorded in P.B.4 p41 shows drainage easement. That plat does not give dimensions. The north side of the easement on this plat is along the top of the bank of the existing drainage ditch.
- This building and tower are to be removed
- Zone AE and Zone X scaled from FIRM Community Panel Number 51147C0084D, Dated 04-19-23.

Legend

- IRF = Iron Rod Found
- IRS = Iron Rod Set
- IPS = Iron Pipe Set
- U = Overhead Utility Lines



Watson and Duggan PLC
Land Surveying
1001 E. Third St., Farmville, Va. 23901
434-391-3500

Owners Consent and Dedication:

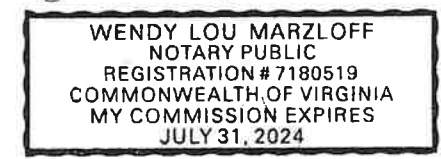
This subdivision containing 2.957 acres, and dedicated street R/W and drainage easements, is with the free consent and desires of the undersigned owner(s).

4/25/24 *Henry Rowlette*
Date Owner/Manger

I, *Wendy Marzloff*, A Notary Public in
and for *Cumberland* County, in the
State of *Virginia*

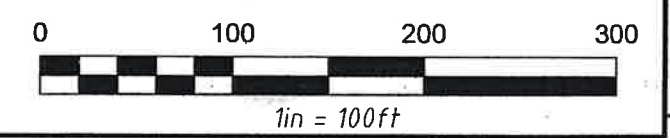
do hereby certify that the owner(s)
whose name(s) are signed hereon have
acknowledge the same before me this
25th Day of April, 2024

My commission expires: July 31, 2024
Wendy Marzloff Notary Public



Plat Of Subdivision Survey

Parcel Number 110-AQ-A-5
Being The Property Owned By:
Henry Rowlette
Instrument 202301485
Town Of Farmville, Cumberland County, Va.
03-27-24 24007
Revised 04-25-24





Town of Farmville

Agenda Item Summary

MEETING DATE: May 8, 2024

ITEM NUMBER: 13.d. – Request Adoption of Resolution No. 2024-05-01 New Delinquent Meals Tax Policy

BACKGROUND: Report by the Town Manager.

The Town of Farmville is dedicated to maintaining and enhancing our financial health through systematic improvements in tax collection processes. The introduction of the Delinquent Meals Tax Policy aims to optimize the management of overdue meal tax payments, ensuring the Town's fiscal responsibility and adherence to our ordinances.

This policy was developed to establish clear, structured procedures for addressing meal tax payment delinquencies, securing timely revenue for the Town, and supporting our financial stability. It includes defined steps for courtesy follow-ups, formal notifications, and legal actions to ensure compliance and facilitate the recovery of owed taxes.

Updating our approach to delinquent meal taxes was discussed during the Work Session on May 1, 2024. It was recommended that we move forward with a resolution to adopt this updated policy to better serve the community and enhance our operational efficiency. This systematic approach improves tax collection and maintains a supportive and informed relationship with our local businesses, fostering a cooperative environment.

The proposed policy sets forth responsibilities for the Finance Department, including monitoring meal tax submissions, initiating contact with delinquent accounts, and coordinating with legal resources as necessary. It will be reviewed annually to ensure its continued relevance and effectiveness in meeting the Town's needs.

By adopting this policy, the Town Council will reinforce our commitment to fiscal integrity and demonstrate proactive governance in managing the community's resources.

RECOMMENDATION: Adopt Resolution No. 2024-05-01 Approving the New Delinquent Meals Tax Policy

FISCAL IMPACT:

ATTACHMENTS:

1. Resolution No. 2024-05-01
2. Meals Tax Policy

Resolution No. 2024-05-01

Approving the Delinquent Meals Tax Policy

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

1. The Town Manager and Finance Director are hereby authorized to implement the Delinquent Meals Tax Policy as provided in the attached document.
2. This resolution shall be in full force and effect upon its approval.

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 F. Hardy _____.

The Honorable Donald L. Hunter _____.

The Honorable Adam Yoelin _____.

DELINQUENT MEALS TAX POLICY

Section 1. PURPOSE

This policy outlines the procedures and timeline for handling delinquent meal tax payments within the Town of Farmville ("Town"). The intent is to establish a systematic approach for the timely collection of meal taxes, ensuring fiscal responsibility and adherence to Town ordinances governing tax collection. This policy provides clear guidelines for actions to be taken at specific intervals when meal tax payments are overdue, aiming to facilitate compliance and recovery of owed taxes while maintaining a constructive relationship with the business community.

Section 2. POLICY

The Finance Department is responsible for administering meal tax collection, including managing delinquent accounts. The following timeline and procedures have been established to address delinquency in meal tax payments:

1. **Monthly Due Date:** All reports and payments for meal taxes are due by the 20th of each month.
2. **Courtesy Follow-up:** If a report and payment have not been received by the 24th-25th of the month, the customer (business) will be contacted via a courtesy call and/or email by the Finance Department, reminding them of their obligation and inquiring about any issues preventing payment.
3. **Formal Notification:** By the 1st of the following month, delinquent businesses will receive a formal letter from the Finance Director. This letter will notify them of the delinquent return and provide a new deadline, the 20th of the subsequent month, to submit both the overdue and the current month's meal tax payments.
4. **Legal Notification:** If payment and reports are not received by the 20th of the second month, the Finance Department will escalate the issue to the Town Attorney. The Town Attorney will formally notify the business of delinquency, indicating potential legal actions for failure to comply.
5. **Final Steps:** After two additional weeks without compliance, the Finance Department will coordinate with the Farmville Police Department to discuss initiating legal action against the delinquent business.

Section 3. OBJECTIVES

- To ensure timely and complete collection of meal taxes owed to the Town.
- To maintain fiscal integrity and support the Town's financial stability through diligent tax collection efforts.
- To foster a cooperative and informed business community that is aware of their tax obligations and the consequences of delinquency.

DELINQUENT MEALS TAX POLICY

Section 4. PROCEDURES

- **Finance Department Responsibilities:**
 - Monitor meal tax payments and report submissions monthly.
 - Initiate courtesy follow-ups and send formal notifications as per the timeline.
 - Coordinate with the Town Attorney and the Farmville Police Department for escalating enforcement actions.
 - Maintain records of all communications and actions taken for each delinquent account.
- **Town Council:**
 - Review and approve the Delinquent Meals Tax Policy.
 - Stay informed on the effectiveness of the policy and any significant issues related to tax collection efforts.

This policy shall be reviewed annually to ensure its effectiveness and compliance with current laws and regulations governing tax collection within the Town.



Town of Farmville

Agenda Item Summary

MEETING DATE: May 8, 2024

ITEM NUMBER: 13.e. – Request Adoption of Resolution No. 2024-05-02 Revised Scope for S Main St. and Griffin Blvd. Intersection Improvement Project

BACKGROUND: Report by the Town Manager.

VDOT Project Manager Raina Rosado provided a presentation of the Smart Scale Project at the May 1, 2024, Work Session.

RECOMMENDATION: Adopt Resolution No. 2024-05-02 Revised Scope for South Main Street and Griffin Blvd. Intersection Improvement Project

FISCAL IMPACT:

ATTACHMENTS:

1. RESOLUTION-Intersection of Griffin Change

RESOLUTION NO. 2024-05-02

**A RESOLUTION FOR THE COUNCIL OF THE TOWN OF FARMVILLE, VIRGINIA
AS AN ENDORSEMENT OF THE REVISED SCOPE FOR SOUTH MAIN STREET
(ROUTE 15) AND GRIFFIN BLVD INTERSECTION IMPROVEMENT PROJECT**

WHEREAS, in accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a Resolution be received from the Town of Farmville requesting the following revised scope for UPC: 119386: Resurface South Main Street (Route Bus. 15) extending from Sanford Street to north of Griffin Blvd., restripe NB shared left/thru lane to a dedicated left turn lane, right lane continues to operate as a thru lane. Construction of a 5 ft. wide concrete sidewalk and associated handicap ramps and pedestrian signals. Signal replacement and modification to signal timings to implement an overlap phase for NB left turns and EB right turns and some proposed signal phasing to address crash conflicts at the referenced intersection ("Project"); and

NOW, THEREFORE, BE IT RESOLVED, that after considering the impacts to the community and safety for the traveling public in this area, the Town of Farmville fully endorses the revised scope and the continued development of this Project; and

BE IT FURTHER RESOLVED, that if the Town of Farmville, Virginia, subsequently elects to cancel this project, the Town agrees to reimburse the Virginia Department of Transportation ("VDOT") for the total amount of costs expended by VDOT through the date it is notified of such cancellation.

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	_____.



Town of Farmville

Agenda Item Summary

MEETING DATE: May 8, 2024

ITEM NUMBER: 13.f. – Request Approval of Property Lease with Better Days Southside Virginia

BACKGROUND: Report by the Town Manager.

RECOMMENDATION: Approve the Property Lease with Better Days Southside Virginia

FISCAL IMPACT:

ATTACHMENTS:

1. Better Days Southside Lease

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT, made in duplicate this 6th day of May, 2024, by and between The Town of Farmville, (hereinafter referred to as "Landlord"), Lessor and Grantor, and Better Days, Southside Virginia, (hereinafter referred to as "Tenant"), Lessee and Grantee.

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, it is agreed by and between Landlord and Tenant as follows:

1. **Premises.** Landlord hereby demises and lets unto Tenant and Tenant hereby leases and takes from Landlord the following described real estate and property (hereinafter referred to as the "Leased Premises" or as the "Premises"), subject to the terms and conditions herein contained and all liens, encumbrances, easements, restrictions, zoning laws and governmental or other rules and regulations affecting the Leased Premises. The Leased Premises is more particularly shown and specifically described as follows:

A building bearing the address of 314 N. South Street, Farmville, Virginia 23901; the parcel number being 002304A(17)08-001.

2. **Personal Property:** (a) No personal property is being conveyed.

(a) Tenant may place items of personal property and fixtures owned by Tenant on the Premises for the reasonable and intended use recited hereinabove, upon the condition that such items will not alter, damage, or destroy the Premises, or any portion thereof, in their placement, ordinary use, and removal, reasonable wear and tear excepted.

3. **Term.** Tenant shall have and hold the Premises for the Lease Term of one (1) year commencing at 12:00 a.m., on May 10, 2024, expiring at 12:00 a.m. on May 10, 2024, unless sooner terminated or extended as hereinafter provided. Tenant and Landlord may renew this lease for additional yearly terms as desired. Notice of Termination by either Tenant or Landlord at least thirty (30) days prior to expiration of the lease shall terminate the lease. Absent Notice of Termination, the lease shall renew automatically.

4. **Rent.** Tenant agrees to pay to Landlord, without previous demand therefor and without any setoffs or deductions whatsoever, rent during the term of this lease the total cost of the electric, water and sewer bills, which shall be invoiced by the Town on a monthly basis. This sum shall be due payable on or before the first day of each and every calendar month throughout the Lease Term.

5. **Place of Payments and Statements.** All payments and notices required to be rendered or given by Tenant to Landlord shall be delivered to Landlord or Landlord's designee at the

Landlord's mailing address, or at such other place as Landlord may from time to time designate in writing.

6. Security Deposit. (a) Tenant shall not be responsible for an advance or post-lease payment for security deposit purposes. Said waiver of deposit does not in any way waive the promise and covenant by Tenant for the full and faithful performance by Tenant of each and every term, covenant, and condition of this Lease on the part of Tenant to be observed and performed.

7. Utilities. (a) Tenant shall use the utilities serving the Premises in accordance with normal and lawful purposes and the criteria set forth herein, Landlord's rules and regulations, and the rules and regulations of the public or private utility company or the governmental agency supplying the same. Landlord shall be responsible for and maintain continuous provision of standard electrical utility service to the Premises, the cost of which shall be paid by Tenant (for the Premises only, as measured by separate meter) in a timely manner. Tenant will receive an invoice from the Landlord for the electric, water, and sewer on the 1st day of every month. Tenant shall not overburden or exceed the capacity of the mains, feeders, ducts, conduits or other facilities by which such utilities are supplied to, distributed in, or serve the Premises. Landlord warrants and promises that all utilities currently installed in or on the Premises are in good condition and of working order for the intended use. Tenant shall have the right, in accordance with applicable law, code, regulation, and ordinance to upgrade the electrical facilities to accommodate the needs of Tenant's business in the ordinary course of said business.

8. Insurance Requirements. Tenant shall be required to obtain a general liability policy naming the Town as an insured party in the amount of not less than \$1,000,000.00 and shall provide proof of the same within five (5) business days of the signing of this lease. Tenant shall be responsible to not stock, use or sell any article or do anything in or about the Premises which may be prohibited by or violate any of Landlord's insurance policies or the rules and regulations of the fire insurance rating organization rating the Premises or any similar body, or which will increase any insurance rates and premiums on the Premises or any buildings or improvements in the Premises.

9. Use of Premises. Tenant agrees not to use the Premises for any illegal purpose and to conduct Tenant's business under Tenant's trade name only.

10. Operation of Business. Tenant agrees to occupy and use the entire Premises continuously and uninterruptedly during the Lease Term for the permitted use, and to conduct Tenant's business therein in a reputable manner and to keep and maintain the Premises and Tenant's personal property and trade fixtures in a neat, clean, sanitary and safe condition and to apply for, secure, maintain and comply with all licenses or permits which may be required for the use of same.

11. Laws, Waste or Nuisance. (a) Landlord and Tenant agree (i) to comply with all present and future governmental laws, ordinances, orders and regulations affecting the Premises or the use thereof and (ii) to comply with and execute all present and future rules, regulations and recommendations of Landlord's or Tenant's insurance carriers and other organizations establishing insurance rates. Landlord warrants that the Premises is in compliance with all environmental and

hazardous materials or waste laws and regulations, and that there are no existing adverse environmental conditions contrary to any law or regulation as of the date of the signing of this lease.

(b) Tenant agrees not to suffer, permit or commit any waste, nor to allow, suffer or permit any odors, vapors, steam, water, vibrations, noises or other undesirable effects to emanate from the Premises outside of the normal course and conduct of the permitted use, which would constitute a nuisance.

12. Signs, Awnings and Canopies. Tenant shall be permitted to purchase, erect, or install identification sign(s) for the exterior of the Premises, including windows. Such sign or signs shall be in accordance with any applicable law or ordinance. Tenant agrees to maintain any such sign, awning, canopy, decoration, lettering, advertising matter or other thing in good condition and repair at all times.

13. Assignment and Subletting. Tenant acknowledges that Tenant's agreement to operate in the Premises in accordance with the permitted use set forth herein for the entire Lease Term was a primary inducement and precondition to Landlord's agreement to lease the Premises to Tenant. Accordingly, Tenant's interest in the Premises shall be limited to the use and occupancy thereof in accordance with the provisions hereof and shall be nontransferable and nonassignable, without the prior written consent of Landlord, which consent Landlord may grant or withhold in Landlord's sole and absolute discretion. Any attempts by Tenant to sublet the Premises in whole or in part or to sell, assign, lien, encumber or in any manner transfer this Lease or any interest herein, without the prior written consent of Landlord, shall be of no force and effect and shall constitute a default hereunder.

14. Repairs and Alterations. (a) Except as is otherwise specified herein, Landlord shall not be required to make any repairs or improvements of any kind to the Premises, except for necessary repairs to the foundations and roof thereof and structural repairs to the interior and exterior of the building of which the Premises forms a part and the water and sewer lines servicing but located outside of the Premises, unless the necessity for the making of any of such repairs shall have been occasioned by any wanton act, omission, or negligence of Tenant in which event Tenant agrees to make such repairs, at Tenant's cost and expense.

Landlord shall further be responsible for the regular maintenance and repair of the electrical, plumbing systems, and permanent fixtures within the Premises, unless the necessity for the making of any of such repairs shall have been occasioned by any wanton act, omission, or negligence of Tenant in which event Tenant agrees to make such repairs, at Tenant's cost and expense. For all such repairs by Landlord made pursuant to this immediate paragraph, Tenant shall be responsible for the initial \$250.00 cost of each respective repair. Landlord shall not be responsible for providing any type of heating or air conditioning source.

(b) Except as provided above, Tenant agrees, at Tenant's sole cost and expense, to keep and maintain the Premises and each and every part thereof in good order and condition and to make all repairs and replacements thereto, and to the fixtures and equipment therein and the appurtenances thereto, including, without limitation, the windows and window frames, doors and

door frames, entrances, fronts, signs, showcases, floor coverings, interior walls. Tenant shall keep the Premises and all signs in as good or better condition than currently exists as of the signing and execution of this lease agreement. Landlord covenants that the Premises and all of the above improvements, real property fixtures, and equipment subject to this Lease are in good working order and condition.

(c) Tenant shall make no physical alterations, improvements or additions in or to the Premises, nor install any equipment therein (other than trade fixtures and decorations) without, in each instance, obtaining the Landlord's prior written approval thereof. Such work by Tenant shall be diligently prosecuted to completion in a good and workmanlike manner and in accordance with approved plans and specifications and in accordance with all applicable laws and ordinances and rules and requirements of Landlord's insurance carriers.

15. Tenant's Failure to Repair or Perform Covenants. If Tenant shall fail to perform its other obligations in accordance with the provisions of this Lease, or if Landlord is required to make any repairs by reason of any act, omission, or negligence of Tenant, Landlord shall have the right, at its option, to make such repairs or to perform such obligations on behalf of and for the account of Tenant and to enter upon the Premises for such purposes, and Tenant agrees to pay the cost and expense thereof as additional rent hereunder.

16. Covenant Against Liens. Landlord and Tenant shall do all things necessary to prevent the filing of any mechanics' or other liens against the Premises by reason of any work, labor, services or materials performed or supplied or claimed to have been performed or supplied to Landlord or Tenant, or anyone holding the Premises, or any part thereof, through or under Landlord or Tenant.

17. Indemnity. (a) Tenant hereby agrees to defend, pay, indemnify and save free and harmless Landlord from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, at or from the Premises or occasioned wholly or in part through the use and occupancy of the Premises or any improvements therein or appurtenances thereto, or by any act or omission of Tenant or any subtenant, concessionaire or licensee of Tenant, or their respective employees, agents, contractors or invitees in, upon, at or from the Premises. Tenant and all those claiming by, through or under Tenant shall store their property in and shall occupy and use the Premises and any improvements therein and appurtenances thereto solely at their own risk, and Tenant and all those claiming by, through or under Tenant hereby release Landlord, to the full extent permitted by law, from all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or for business interruption, arising, directly or indirectly, out of or from or on account of such occupancy and use or resulting from any present or future condition or state of repair thereof. Tenant, for itself, its successors, assigns and all those claiming by, through or under Tenant covenant and agree not to sue Landlord for any future act of negligence causing such parties any injury or damage.

(b) Tenant shall give prompt notice to Landlord in case of fire or other casualty or accidents in the Premises or of any defects therein or in any of its fixtures, machinery or equipment.

(c) In case Landlord, without fault on its part, shall be made a party to any litigation commenced by or against Tenant, then Tenant shall indemnify and hold Landlord harmless therefrom and shall pay Landlord all costs and expenses, including reasonable attorneys' fees, which Landlord may sustain by reason thereof.

(d) Tenant expressly acknowledges that all of the foregoing terms of this provision shall apply and become effective from and after the date Landlord shall deliver possession of the Premises to Tenant in accordance with the terms of this Lease.

18. Tenant's Insurance. (a) Tenant agrees to secure and keep in force from and after the date Landlord shall deliver possession of the Premises to Tenant and throughout the Lease Term, at Tenant's own cost and expense, reasonable Comprehensive General Liability Insurance, with a minimum coverage of \$1,000,000.00, on an occurrence basis with coverage for bodily injury, personal injury or death, and with respect to damage to property, which insurance shall specifically insure the contractual obligations of Tenant set forth herein. Tenant agrees to maintain standard insurance associated with the permitted use of the said business, and insurance covering any claims arising under applicable law relating to said uses that could be asserted against Landlord, Tenant or the Premises.

19. Destruction. (a) Landlord agrees to maintain during the Lease Term a standard commercial property owner's property insurance policy at least in the amount of the value of the Premises and the building in which same is located and situate. If the Premises is damaged by fire or other casualty insured under Landlord's insurance policies, then upon Landlord's receipt of the insurance proceeds, Landlord shall, except as otherwise provided herein, repair and restore the same substantially to the condition thereof immediately prior to such damage or destruction; provided, however, Landlord's obligations to repair and restore shall be limited to the extent of the insurance proceeds received by Landlord therefor.

(b) In the event that the Premises are fully damaged or destroyed by fire or other cause, Tenant shall notify Landlord immediately. If the Premises are damaged or destroyed to the extent that Tenant's enjoyment is substantially impaired, Tenant may immediately vacate the Premises and within ten (10) days thereafter give written notice to Landlord of Tenant's intent to terminate this Lease. In such a case, the Lease will terminate as of the date that Tenant vacates the Premises, and any prepaid rent for the period after Tenant vacates the Premises shall be payable to Tenant, subject to any setoff for charges or damages Tenant owes to Landlord.

(c) In the event that the Premises are damaged to the extent that Tenant's enjoyment is partially, though not substantially, impaired, Landlord shall have a reasonable period of time during which it may repair the Premises. During such time as Tenant's enjoyment of the Premises is impaired, Tenant shall be entitled an abatement of rent proportionate to the time Tenant cannot utilize the Premises for normal and customary business or to the percentage of the actual premises Tenant cannot utilize during the period of partial impairment.

20. Condemnation. (a) If the whole of the Premises shall be acquired or taken by eminent domain for any public or quasi-public use or purpose or by private purchase in lieu thereof, then this Lease and the term hereof shall automatically cease and terminate as of the date of title vesting in such proceedings.

(b) If any part of the Premises shall be so taken and such partial taking shall render that portion not so taken unsuitable for the purposes for which the Premises were leased, then Landlord and Tenant shall each have the right to terminate this Lease by written notice given to the other within sixty (60) days after the date of title vesting in such proceeding. If any part of the Premises shall be so taken and this Lease shall not be terminated, as aforesaid, then this Lease and all of the terms and provisions thereof shall continue in full force and effect, and Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations (exclusive of Tenant's trade fixtures, decorations, signs and contents) to restore the portion of the Premises remaining to as near its former condition as the circumstances will permit; provided, however, Landlord's obligations to restore shall be limited to the extent of the condemnation proceeds received by Landlord therefor. During such time as Tenant's enjoyment of the Premises is impaired by such condemnation, Tenant shall be entitled to an abatement of rent proportionate to the time Tenant cannot utilize the Premises for normal and customary business or to the percentage of the actual premises Tenant cannot utilize from the time of physical condemnation and repairs made by Landlord as specified hereinabove.

21. Default/Remedies. (a) The following enumerated events shall constitute a default of this Lease by Tenant: (i) if this Lease is assigned or the Premises is sublet except as herein provided; or (ii) if Tenant shall fail (A) to pay, when due, any rent or other charge payable hereunder within five (5) days after written notice shall have been given to Tenant; (B) to correct any default or to perform any of the other terms, covenants and conditions hereof for more than thirty (30) days after written notice shall have been given to Tenant specifying the nature of such default.

(b) Upon the occurrence of a default, Landlord shall have the following rights and remedies and, at Landlord's option, may take the following action:

(i) Landlord shall have the immediate right to re-enter the Premises, either by summary proceedings, by force or otherwise and to dispossess Tenant and all other occupants therefrom and remove and dispose of all property therein or, at Landlord's election, to store such property in a public warehouse or elsewhere at the cost and for the account of Tenant.

(ii) Landlord shall have the right to terminate this Lease by giving Tenant a written five (5) days' notice of such cancellation.

(iii) If by reason of the occurrence of any such default, the term of this Lease shall end before the date therefor originally fixed herein, or Landlord shall re-enter the Premises, or Tenant shall be ejected, dispossessed or removed therefrom in any manner, Landlord may relet the Premises.

(iv) Landlord may cure such default in any manner after giving Tenant written notice of Landlord's intention to do so (except in the case of emergency), in which event Tenant shall reimburse Landlord for all expenses incurred by Landlord in doing same, which said expenses of cure shall be additional rent.

(v) No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless written notice of such intention to be given to Tenant.

(vi) The rights and remedies herein reserved by or granted to Landlord are distinct, separate and cumulative, and the exercise of any one of them shall not be deemed to preclude, waive or prejudice Landlord's right to exercise any or all others, nor shall Landlord be precluded from any other lawful remedies for Tenant's default.

(vii) Tenant agrees that the venue and/or jurisdiction for any legal actions brought by Landlord pursuant to this provision shall be in the county or city in which the Premises is located.

(c) If Landlord commits any material breach of this Lease, fails to comply substantially with any laws that affect Tenant's health and safety, wilfully diminishes or interrupts essential services such as heat, running water, or other utilities, or refuses Tenant access to the Premises except pursuant to a writ of possession, Tenant may give written notice to Landlord identifying the acts and omissions constituting such breach. If Landlord does not cure such breach within thirty (30) days of written notice, this Lease will terminate upon a specific date not less than thirty (30) days from the date Landlord receives written notice. This Lease shall not terminate if Landlord cures any such breach within thirty (30) days. Any subsequent and intentional breach of a similar nature by Landlord entitles Tenant to give written notice to Landlord specifying such breach and stating that the Lease will terminate at a date certain within thirty (30) days of the provision of such notice.

(d) In event of default by Landlord, Tenant may pursue all other remedies available, including mandatory injunctive relief and specific performance, and may recover damages and reasonable attorneys fees as may be permitted by law.

22. Access to Premises. Landlord shall have the right to place, replace, maintain and repair all utility equipment of any kind in, upon, above or under the Premises as may be necessary for the servicing of the Premises.

23. Quiet Enjoyment. Tenant, upon paying the rents herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on the Tenant's part to be performed and observed hereunder, shall peaceably and quietly have, hold and enjoy the Premises during the Lease Term, subject, to the terms of this Lease and to any mortgages, agreements and encumbrances to which this Lease is or may be subordinated.

24. Force Majeure. Landlord shall be excused for any period or periods of delay in the performance of any of Landlord's obligations hereunder when delayed, hindered or prevented from

so doing by any cause or causes beyond Landlord's control, which causes shall include, without limitation, all labor disputes, riots, civil commotion or insurrection, war or war-like operations, invasion, rebellion, military or usurped power, sabotage, governmental restrictions, regulations or controls (including delays attributable to the actions and requirement of federal, state and local environmental protection agencies respecting water pollution and/or air pollution, storm drainage, sanitary sewer disposal, energy shortages and/or like matters), inability to obtain any materials, services or financing, fire or other casualties, or acts of God. If as a result of any of such events Landlord shall be unable to exercise any right or option within any time limit provided therefor in this Lease, such time limit shall be deemed extended for a period equal to the duration of such event.

25. Surrender of Premises. (a) Upon the expiration or sooner termination of the Lease Term, Tenant agrees, without the necessity of notice, to quit and surrender the Premises, broom-clean, in good condition and repair, reasonable wear and tear excepted, together with all keys and combinations to locks, safes and vaults and all improvements, alterations, additions, fixtures and equipment at any time made or installed in, upon or to the interior or exterior of the Premises, except personal property and other unattached movable trade fixtures put in at Tenant's expense. Before surrendering the Premises, Tenant shall remove all of Tenant's said personal property and unattached movable trade fixtures and Tenant shall also remove as directed by Landlord any improvements, alterations, additions, fixtures, equipment and decorations at any time made or installed by Tenant in, upon or to the interior or exterior of the Premises, and Tenant further agrees to repair any damage caused by such removal.

26. Relationship of Parties. Nothing contained in this Lease shall be deemed to constitute or be construed to create the relationship of principal and agent, partnership, joint venturers or any other relationship between the parties hereto, other than the relationship of landlord and tenant.

27. No Waiver. The failure of Landlord or Tenant to insist upon the strict performance of any provisions of this Lease, or the failure of Landlord or Tenant to exercise any right, option or remedy hereby reserved shall not be construed as a waiver for the future of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing signed by Landlord and Tenant. No payment by Tenant or receipt by Landlord of a lesser amount than the rents and/or other charges hereby reserved shall be deemed to be other than on account of the earliest rents and/or charges then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment by Tenant be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rents and/or other charges due or Landlord may pursue any other remedy in this Lease provided.

28. Notices. Every notice, demand, request or other communication which may be or is required to be given under this Lease or by law shall be sent by United States Certified or Registered Mail, postage prepaid, return receipt requested, or sent by Federal Express or other overnight or express mail delivery service and shall be addressed: (i) if to Landlord, to Landlord's mailing address; and (ii) if to the Tenant, to Tenant's mailing address. Either party may designate, by written notice to the other party, any other address for such purposes.

29. Recording. Landlord or Tenant may elect to record this Lease or any memorandum or short form hereof without the written consent of Landlord. All fees, costs, taxes and expenses in connection with the filing and recording of this Lease or any memorandum or short form hereof shall be the sole obligation of the party seeking recordation.

30. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

31. Broker. Landlord and Tenant covenant, warrant and represent to the other that there was no broker involved in consummating this Lease and that no conversations or prior negotiations were had by Landlord or Tenant with any other broker concerning the renting of the Premises. Landlord and Tenant agrees to indemnify and hold the other harmless against and from all liabilities, including attorneys' fees, arising from any claims for brokerage commissions or finders fees resulting from any conversations or negotiations had by Landlord or Tenant with any other broker or any other person.

32. Provisions Binding. Except as otherwise expressly provided in this Lease, all covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Each provision of this Lease to be performed by Landlord and Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Landlord or Tenant, they shall all be bound jointly and severally by the provisions of this Lease.

33. Entire Agreement. This Lease, including the Exhibits, if any, attached hereto, sets forth the entire agreement between the parties and shall not be modified except by an instrument in writing executed by Landlord and Tenant. The submission of this document for examination does not constitute an offer to lease or a reservation of an option for the Premises, and becomes effective only upon execution and delivery thereof by Landlord and Tenant.

34. Rules and Regulations. Landlord and Tenant agree to abide by the rules and regulations as may be set forth between them in writing.

35. Survival of Obligations. The provisions of this Lease with respect to any obligation of Landlord or Tenant to pay any sum owing in order to perform any act after the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease.

36. Counterclaim and Jury Trial. In the event that Landlord commences any summary proceedings or action for nonpayment of rent or other charges provided for in this Lease, Tenant shall be allowed to interpose a counterclaim of any nature or description in any such proceeding or action, if applicable. Tenant and Landlord both waive a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with this Lease, or any of its provisions.

37. Representations. Tenant acknowledges that neither Landlord nor Landlord's agents, employees or contractors have made any representations or promises with respect to the Premises, except as expressly set forth herein. Landlord warrants and promises specifically that the roof, general framing and infrastructure of the Premises, including windows, plumbing, electrical, heating, cooling, and ventilation systems, are in good repair and working operable condition as of the date of the signing of this lease. Landlord has the right to make all of the representations and agreements herein contained.

38. Applicable Law. This Lease shall be construed under the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto have respectively signed and sealed this Lease.

Town of Farmville

By: _____
Town Manager

Better Days, Southside Virginia

By: _____
Its Duly Authorized Agent

STATE OF VIRGINIA

COUNTY OF PRINCE EDWARD, to wit:

On this ____ day of _____, 2024, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared _____, who being by me duly sworn did depose and say that he is the person named above and that he executed the foregoing instrument as Landlord; and that he acknowledged execution of said instrument to be his voluntary act and deed.

(Notarial Seal)

Notary Public

My Commission Expires: _____

STATE OF VIRGINIA

COUNTY OF PRINCE EDWARD, to wit:

On this ____ day of _____, 2024, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared _____, to me personally known, who being by me duly sworn did depose and say that she is the person named above and that she executed the foregoing instrument as Tenant; and that she acknowledged execution of said instrument to be her voluntary act and deed.

(Notarial Seal)

Notary Public

My Commission Expires: _____