REGULAR WORK SESSION OF THE FARMVILLE TOWN COUNCIL HELD ON JUNE 5, 2024

At the regular work session of the Farmville Town Council held on Wednesday, June 5, 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, Chief of Police Andy Ellington, Finance Director Julie Moore, 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 on the April charts and reports provided to the Council. The revenue compared to the budget should be approximately 83% but is below partially due to ARPA money that won't be recognized until the end of the fiscal year and money saved throughout the year for the bond payment that is budgeted but not considered true revenue. The revenue is above compared to last year at the ten-month point except in the Airport fund. Last year there was a large ongoing project at the airport with federal reimbursements and this year there is not. The expenses to budget are well below 83% with a couple of departments being over such as Public Works as some capital purchases were made. Ms. Moore reported by year's end that department should be under budget along with the other departments. Expenses versus prior year are above for the Finance department due to the OpenGov software purchase. There were also splash pad payments, the contribution to the Industrial Development Authority, an ABM payment and ARPA purchases made. Two buses were also purchased from the Transportation fund. From an inquiry made by Council member Donald Hunter, Ms. Moore advised she will bring forth a listing of the capital items that still need to be purchased.

DISCUSSION: ALLOWABLE COSTS AND COST PRINCIPLE POLICY

Finance Director Moore reported on a topic from the Virginia Government Finance Officers Association (VGFOA) conference she attended recently that a locality must have a written allowable cost policy. Using uniform guidance, a generic policy has been created to follow for the town's grants which provides an overview of what is allowed as an expenditure for the grant funding received, how reimbursement requests are handled, and how to treat items not allowable for reimbursement. Town Manager Davis advised that this is not something that the Town doesn't already follow, with Ms. Moore adding that there is just a need to have a written policy.

DISCUSSION: PROPOSED ORDINANCE NO. 228 CHAPTER 15 AMENDING PARKING METER DIVISION

Mayor Brian Vincent provided an update on the current topic of whether to increase the parking meter fines. He further advised that the issue of parking meters was discussed and voted on previously in conjunction with the ABM project. Some community members voiced their concerns on the fine increase at the last Council meeting, so the topic was returned for discussion by Council.

Town Manager Davis added that there are also other language changes in the proposed ordinance, and not just the fines.

Council member Hunter mentioned his request to change the timeframe to 30 days instead of 15, for receipt of payment.

The Town Manager referred to the specific policy and clarified that the two items denoting fifteen (15) days are changing to (30) thirty:

> Sec. 15.130 – Violations; duty of officers; payment of fine.
> (b) Each officer shall attach…Each such owner may, within fifteen (15) days of the time when such notice was attached to such vehicle, pay to the *finance* office a penalty for and in full satisfaction of such violation,…The failure of such owner to make such payment to the *finance* office within fifteen (15) days…

Council member Hardy asked about the additional language of using the postmarked date for when payment is made.

Council member Yoelin noted the good idea of having the language state as long as payment is postmarked by the due date it is acceptable without additional penalty.

Council appeared to be in agreement with the 30-day postmarked date for acceptable payment.

A discussion was held about the proposed fine going from $25 to $50, with input provided by Council members:

Amos – Not in agreement with the increase and thinks the fine should be left as it was.

Dwyer – Agrees with not increasing the fine.

Yoelin - Agrees with the increase of $25 to $50 and asked about when to discuss the topic of repeat offenders.

The Town Manager referred to the specific policy and reviewed the proposed changes:

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

(a) Electric Vehicle While Charging Parking Only is $25 fine.
Electric vehicle fine stays the same at $25 by state code.

(b) *Following violations are $25 fine if paid within 30 days after which is $50 fine….*

(c) *Following violations are $75 fine if paid within 30 days after which is $150 fine…*

(d) *Parking in Handicapped Space is $150 fine if paid within 30 days after which is $200 fine.*

The Town Manager noted that Item (e) concerns the increased collection of unpaid parking tickets which would allow a vehicle to either be towed or to have a boot placed on the vehicle.

Council member Yoelin discussed with the Town Manager about addressing repeat offenders who violate three-four times a year or more, with their fines being doubled. Council member Amos provided input about those who are ticketed are paying their fines.

Town Attorney Gary Elder commented on his assumption that when law enforcement tickets a vehicle the way they can keep track is by license plate and not necessarily by driver. That could make it difficult and may not have the intended consequence if there is a family vehicle.

Town Manager Davis advised this still doesn't resolve the issue of business owners on Main Street and the overparking issue.

Council member Dwyer suggested a letter from the Farmville Downtown Partnership be sent out to businesses.

Mayor Vincent provided comments concerning the available free parking downtown and mentioned that improvements have been made with the fines and the 30-day timeframe. An amendment could be made again later if there continues to be an issue.

Mayor Vincent clarified the agreement to move forward with the changes. Town Manager Davis advised that another public hearing is needed at the July meeting.

REQUEST TO APPROVE MEMORANDUM OF UNDERSTANDING WITH PRINCE EDWARD COUNTY FOR RADIO SYSTEM UPGRADES

Mr. Reid made a motion to approve the Memorandum of Understanding with Prince Edward County for the Radio System Upgrades, seconded by Mr. Dwyer, and with a recorded vote of Council members Reid, Dwyer, Pairet, Yoelin, Hunter, Hardy, and Amos voting "yes", the motion passed.

BACKGROUND:

The Town Manager reported on the document being a mutual agreement between the Town of Farmville and Prince Edward County to move forward with the P25 Radio Project. It has already been agreed that the Town is going to fund its portion. The document is the written agreement between the two parties and should any future upgrades or repairs to the existing system be needed and the proportion of any payment.

PRINCE EDWARD COUNTY AND TOWN OF FARMVILLE

P25 RADIO PROJECT
MEMORANDUM OF AGREEMENT

THIS Memorandum of Understanding (MOA) is made and entered into on this ____ day of ___________, 2024, by and between the County of Prince Edward, a political subdivision of the Commonwealth of Virginia ("Prince Edward") and the Town of Farmville, a municipal corporation of the Commonwealth of Virginia ("Farmville"), (also individually referred to herein as "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the governing bodies of Prince Edward and Farmville have determined that it is in the best interest of each jurisdiction to support the mission-critical needs of the Parties' individual and collective public safety and public service personnel, and citizens' property and business interests by maintaining, at the highest level of availability and integrity, the Motorola P25 Phase 2 trunked simulcast radio system (the P25 Radio System, or, the System) created by the Parties.

WHEREAS, the Parties wish to enter into this MOA establishing the terms and conditions of their rights and obligations with respect to the purchase, use, operation and maintenance of the System;

NOW, THEREFORE, the Board of Supervisors of the County of Prince Edward, Virginia, and the Town Council of Farmville, Virginia, in consideration of the mutual obligations and mutual benefits accruing to their respective localities from this MOA, have agreed upon the terms herein among themselves as follows:

ARTICLE I.
SYSTEM DEFINED

Sec. 1-1. The Parties agree to utilize the System in accordance with the rules and regulations of the Federal Communications Commission (FCC) and the Commonwealth of Virginia and to operate the System in a professional manner and only for official public safety business purposes.

Sec. 1-2. The "backbone" components of the System, which include communications towers, repeaters, communications infrastructure, antennas, system controllers, microwave equipment, equipment shelters, and system frequencies are shared and jointly operated by the Parties to ensure adequate System operations. All licenses required by the FCC are held in the name of Prince Edward on behalf of the Parties.

Sec. 1-3. In order to ensure system integrity, all Parties must utilize Motorola or their assigned subcontractors as the authorized service provider to the System.

Sec. 1-4. In order for the System to operate at the reliability level for which it was designed and to ensure that support of the System is not dependent on the technical abilities of any individual Party, the Parties agree that the System will be maintained through a service agreement with Motorola. In the event that the Parties determine that a replacement or additional service provider is required, the Parties may elect to modify or terminate their agreement with the current service provider. Such modification or termination shall be effectuated only if there is a majority vote of the Policy Team as described in Section 6 and if the modification or termination is done pursuant to the terms of the agreement with the current service provider.

Sec. 1-5. Necessary and periodic upgrades, software enhancements and emergency technologies will be funded by the Parties' normal funding process. If major system enhancements beyond necessary and periodic upgrades are required, each Party is responsible for coordinating with their locality's governing board to obtain approval for the necessary funding required to undertake such upgrades.

ARTICLE II.
RADIO SYSTEM GOVERNANCE

Sec. 2-1. The Parties shall appoint representatives to a "Policy Team" which shall exercise those duties and responsibilities set out in this MOA. The Policy Team is identified as follows.

(a) County Administrator, Prince Edward County

(b) County Emergency Manager, Prince Edward County Fire and Rescue

(c) Town Manager, Town of Farmville

Sec. 2-2. The Policy Team shall be responsible for oversight of policy and fiscal issues related to the System, subject however to authorizations of necessary funds by the governing bodies of the Parties.

Sec. 2-3. The members of the Policy Team can recommend contractual services to the respective governing bodies for professional experts and consultants as required to protect the integrity of the System and the interests of the Parties.

Sec. 2-4. In no event shall Parties be liable to each other for any indirect, incidental, special or consequential damages including, without limitation, damages attributed to any malfunction of the System, unless such malfunction is the result of a Party's negligence with respect to its use or maintenance of the System.

Sec. 2-5. Necessary and periodic upgrades, software enhancements and emergency technologies will be funded by the Parties' normal budgetary process. If it is deemed that system enhancements beyond necessary and periodic upgrades are required, Policy Team members are responsible for coordinating with their locality's governing board.

Sec. 2-6. The Parties shall individually and collaboratively seek grants to enhance the public safety communication network. Any grants must be approved by the Parties. Matching requirements for grants will be paid by all Parties according to the Party allocation percentage outlined in Section 3-1, below. Any grant funds received by the Parties will be applied to the P25 Radio System costs so as to lower the overall total cost of the System to the greatest extent possible. If a Party receives a grant to enhance the public safety communications network and the receipt of such grant is solely attributable to the efforts of the Party, such grant funds will be applied only to such Party's payment obligations. The Parties agree to share information on available grants and to cooperate on grant applications to the greatest extent possible for the benefit of the System.

Sec. 2-7. Each Party must maintain adequate insurance on equipment and infrastructure owned by their respective jurisdictions. Shared components will be insured by the jurisdiction in which the component is located.

ARTICLE III.
BUDGET & FISCAL MATTERS

Sec. 3-1. The same ratio used to purchase the P25 Radio System shall be used to divide the burdens of any infrastructure maintenance service agreements and any system costs not addressed in Sec 1-3. This division of costs shall be referred to as the "Party allocation percentage."

(a) 77% Prince Edward County

(b) 20% Town of Farmville

(c) 2% Longwood University

(d) 1% Hampden Sydney College

Sec. 3-2. The fiscal agent will maintain a program account for the receipt of funds paid by each Party. The fiscal agent shall be chosen by the Parties. The fiscal agent shall be the Prince Edward County.

Sec. 3-3. The Parties agree that, within thirty (30) days of receipt of an invoice and supporting documentation from the fiscal agent, payment shall be delivered to the fiscal agent.

Sec. 3-4. The Parties will adopt an annual budget for operations, maintenance, and repair of the P25 Radio System Infrastructure which may include components for future construction or other capital improvements. The budget shall be approved in sufficient time to be included in each Party's budget proposal.

Sec. 3-5. The Parties have no authority to incur debt obligations or approve expenditures in excess of the funds appropriated for the operations, maintenance and repairs to the System by the governing body of each Party.

ARTICLE IV.
SYSTEM POLICY

Sec. 4-1. Only P25 compliant subscribers are to be maintained on the System. The Parties are encouraged to use P25 Phase 2 subscribers to maintain optimal use and interoperability capabilities. It is further encouraged that installations be performed by trained, certified Motorola, authorized service personnel. P25 equipment protects the System operation and integrity. Remote Tower Site and other facility access is strictly limited to Motorola authorized trained and certified personnel only.

Sec. 4-2. Where authorized by the Policy Team, tenants may have access/use of the System. Such authorization includes talk-group/channel quantities and operational parameters. Further, such access may also be predicated on and/or subject to system capacity/capabilities.

Sec. 4-3. Other non-Party, non-tenant entities may be granted talk-group/channel access only upon approval by the Policy Team Members to which talk-group/channels are assigned as initially approved by the Party or tenant entities and as coordinated with the Parties.

Sec. 4-4. The use of non-Motorola,radios or equipment is prohibited unless preapproved by the Policy Team.

Sec. 4-5. Any Additional Party may, with the approval of its governing body and with the consent of Prince Edward County and the Town of Farmville (collectively, the "Original Parties"), join and participate in the Motorola P25 Radio System under such additional terms and conditions for membership as may be prescribed by the Original Parties.

ARTICLE V.
CO-LOCATION OF OTHER RADIO SYSTEMS

Sec. 5-1. To protect the integrity and operation of the System, any co-location at any Remote Tower Site owned by the Parties must undergo a frequency intermodulation study and a stress/structural analysis. Following review of the intermodulation study and the stress/structural analysis, approval will be required from the jurisdiction which owns the affected tower. This requirement for approval shall include, but is not limited to commercial RF systems, cellular, paging, ham radio, broadband and state/federal radio systems.

ARTICLE VI.
DISPUTE RESOLUTION

Sec. 6-1. The Policy Team, or their designees, will meet at least quarterly. Special meetings may be called by any two Policy Team members by actual notice delivered to all Policy Team members at least 48 hours prior to the meeting date, or may be held at any time upon attendance at meetings by all Policy Team members.

Sec. 6-2. A quorum necessary to act at any meeting shall be two (2) Policy Team members, or their designees. All issues presented require a majority vote of those in attendance to be adopted.

Sec. 6-3. The Policy Team members will ensure that the operation of the P25 Radio System meets all requirements of state and federal laws and regulations pertaining to such facilities and systems; ensure that the use, care, and maintenance of the equipment meet the manufacturer's recommendations; ensure that the building and grounds are properly maintained and that repairs, when needed, are promptly performed.

Sec. 6-4. The chair of the Policy Team shall alternate between the members for a term of two years. On the Effective Date, the chair shall be ______________________.

Sec. 6-5. Any dispute, disagreement, or controversy arising among the Policy Team as to the operation of the P25 Radio System, if not resolved within forty-five (45) days of the date such dispute, disagreement, or controversy arose, shall be mediated by a third party neutral, the the identity of who shall be jointly determined by the Parties.

Sec. 6-6. The Parties agree to share equally all expenses of mediation incurred, including any court costs, but exclusive to each Party's attorney's fees.

Sec. 6-7. If all Parties agree in writing, the above procedure or any portion thereof may be modified.

ARTICLE VII.
MISCELLANEOUS

Sec. 7-1. The effective date ("Effective Date") of this Agreement shall be the final date set forth below in the notarized signatures of the Parties, after the Parties' governing bodies approve this Agreement and authorize its execution by their respective chief executive officer.

Sec. 7-2. Notices hereunder shall be sent by email and regular mail to the following chief executive officer or their successors:

Douglas P. Stanley, County Administrator
COUNTY OF PRINCE EDWARD, VIRGINIA
111 N South Street
Farmville, VA 23901

C. Scott Davis, Town Manager
TOWN OF FARMVILLE, VIRGINIA
116 N Main Street
Farmville, VA 23901

Sec. 7-3. This MOA and the attachments hereto constitute the full agreement among the Parties. This Agreement may only be amended by written amendment adopted by each of the participating governing bodies.

Sec. 7-4. The Parties hereto agree that the Circuit Court of Prince Edward County, Virginia, shall have jurisdiction and venue as to any matters requiring court action hereunder.

ARTICLE VIII.
TERMINATION OF MEMBERSHIP FROM THE RADIO SYSTEM

Sec. 8-1. Any Party wishing to terminate its participation in the System ("the Withdrawing Party") shall provide at least 12-months' Notice of Termination to all remaining Parties. The Withdrawing Party shall bear all costs associated with: (1) its removal from the System; (2) adapting the System to the absence of the Withdrawing Party such that no degradation of operational capabilities is detectable in the System. Additionally, all system frequencies shall remain part of the System, under the operational and strategic control of the Policy Team, unless otherwise authorized by Prince Edward County.

Sec. 8-2. Twelve months after it provides Notice of Termination, the Withdrawing Party may terminate its obligations under this MOA. If, however, the Withdrawing Party has not satisfied its obligations pursuant to section 8-1, it may not terminate its obligations under this MOA until its section 8.1 obligations have been satisfied.

Sec. 8-3. At the time of withdrawal, any officer or official of the Withdrawing Party then a member of the Policy Team shall be removed from the Policy Team. All core backbone equipment related to the System shall remain in place, and the Withdrawing Party shall have no interest in such property. The Withdrawing Party and the remaining Parties shall reach such agreements as are necessary to dispose of property that can be removed from the System without violating its integrity or operational capabilities.

Sec. 8-4. Upon decision of the governing bodies of all Parties, this MOA, and the joint operations described herein, may be terminated and dissolved. All property held jointly under this MOA shall be divided according to the Party allocation percentage described in Section 3-1 of this agreement, unless agreed to by all Parties or as otherwise provided by law.

IN WITNESS WHEREOF, the parties hereto have set their signatures and seals:

COUNTY OF PRINCE EDWARD, VIRGINIA

By: ____

Douglas P. Stanley, County Administrator

STATE OF VIRGINIA, AT LARGE
COUNTY OF PRINCE EDWARD, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _________,

2024, by Douglas P. Stanley, County Administrator, Prince Edward County.

My Commission expires:

Notary Public:

TOWN OF FARMVILLE, VIRGINIA

By: ____

C. Scott Davis, Town Manager

STATE OF VIRGINIA, AT LARGE
TOWN OF FARMVILLE, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _________, 2024, by C. Scott Davis, Town Manager, Town of Farmville, Virginia.

My Commission expires:

Notary Public:

TOWN MANAGER'S REPORT

No report was provided.

COMMENTS BY MAYOR AND TOWN COUNCIL

Council member Hunter asked for an update on the shelter for the bus stop on Vernon Street previously discussed.

Town Manager Davis reported that an update was not yet available.

An inquiry was also made about the tall grass at 416 South Virginia Street.

It was reported that a letter has been sent and that the grass should be getting cut.

Council member Pairet asked for an update on the Splash Pad and if the site will be completed by the end of June 2024.

Town Manager Davis reported that the concrete pad has been poured. The electric meter box should be set on Friday, June 10, with Dominion potentially connecting the electricity to the meter. The remainder of the area grading is being completed. Splash Zone staff will return on Tuesday, June 11, to complete the installation of any other needed equipment, and also train employees on its operation. The goal is to have a ribbon-cutting ceremony with Council members on Friday, June 28, 2024, and open to the public on that date.

Council member Pairet returned to the discussion concerning the parking meters and associated fees and reported receiving many complaints on the issue. He suggested, if possible, to have a quarter pay for 15 minutes, and still have the minimum of a dollar for the card. This would equate to a dollar per hour and would give the user 15 minutes for a quarter versus a minimum of a dollar as the only available option.

Town Manager Davis advised of the contractual agreement with ABM to cover the cost and have a certain amount of savings overall. The agreement also showed that every five years there will be an increase in order to make that work. The minimum was set as a dollar per hour.

Mayor Vincent provided a review of the project with ABM. If all the obligations are met that were laid out to be followed in the contract, the parking meters, water meters, electric vehicle chargers, energy efficiency measures for the buildings, there is the reward of the revenue saved.

The Town Manager added that not only is revenue saved but if the Town doesn't realize those savings, ABM is obligated to pay the Town. If the Town doesn't realize those savings because of its inaction, ABM is not obligated to pay the Town.

Discussion was held on the possibility of asking ABM staff about potential fee changes and the additional fees imposed for the usage of a credit card. Mayor Vincent noted the importance of determining whether the contract is affected before a conversation is held about changing the fees.

Council member Reid asked if the rezoning of Ward C is still going to be researched.

The Town Manager reported that the proposed area is only a portion of Griffin Boulevard and not the whole ward and will go to the Planning Commission this month. Once a recommendation is made, the topic will be brought before the Town Council.

Council member Hunter mentioned to keep in mind concerning the ABM contract if an adjustment is made in one area, the money has to be found elsewhere.

Mayor Vincent provided comments on the issue of the parking meters and why some in the community had not heard about the issue previously. He continued by stating the various avenues information can be found:

Council meetings are broadcasted live on the Town's Facebook page and on YouTube and can be viewed at a later time at everyone's leisure.

Anyone may attend the meetings in person.

The agendas and minutes for every meeting can be found for review on the Town of Farmville website.

The topics are recapped on the WFLO *Call Flo* show every Thursday after a Council meeting.

Mayor Vincent continued by reporting that there are many methods community members can engage in the process. All are encouraged to engage before decisions are made. He and the Council want all community members to be informed, and mentioned his service with Council members who give their time to the process. He further stated that in a small town, there are a lot of ways to contact the Council and noted his cell phone is listed on the town's website. His only request is that all reach out and ask questions.

CLOSED SESSION: 2.2-3711 (A)(29)

On motion by Mr. Hardy, seconded by Mr. Hunter, and with Council members Dwyer, Pairet, Yoelin, Hunter, Hardy, Amos, and Reid voting "yes", Council went into closed session under the provisions of Paragraph A.29 of Section 2.2-3711, Discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body.

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: Hardy SECOND: Hunter

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

NOES: None

ABSENT DURING VOTE: None

ABSENT DURING MEETING: None

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Clerk of Council

There being no other business and on a motion by Mr. Hunter, seconded by Mr. Reid, with all in favor stating “aye”, the meeting adjourned at 6:55 PM.

APPROVED:	ATTEST:
______________________________	______________________________
Brian R. Vincent, Mayor	Mary H. McKay, Clerk of Council