# Town of Farmville
## Town Council

July 9, 2025 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. **Public Hearing**
8. **Public Comment Period**
    a. Public Comment Sign-up Sheet
9. **Consent Agenda**
    a. Draft minutes of the 2025-06-04 Joint Meeting Farmville Town Council/Farmville Planning Commission and the 2025-06-11 Regular Council Meeting
10. **Finance Report**
    a. June 2025 Finance Report
11. **Old Business**
12. **New Business**
    a. Discussion of Sidewalk Asset Management Plan
    b. Discussion and Approval of Fire Department Ladder Truck Contract
    c. Request Approval of Resolution No. 2025-07-01 - Financing of Equipment
13. **Town Manager's Report**
14. **Comments by Mayor and Town Council**
15. **Closed Session**
    a. 2.2-3711 A.1. Discussion of performance of the Town Manager and Clerk of Council

TOWN OF FARMVILLE
Est. 1798

**PUBLIC COMMENT PERIOD**
**(held after PUBLIC HEARINGS)**
**July 9, 2025**
**Guests Sign Up Sheet**
**(Please limit comments to three minutes)**

| ***Name*** | ***Address*** | ***Topic*** | ***Via*** |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

# Town of Farmville

# Agenda Item Summary

**MEETING DATE:** July 9, 2025

**ITEM NUMBER:** 9.a. – Draft minutes of the 2025-06-04 Joint Meeting Farmville Town Council/Farmville Planning Commission and the 2025-06-11 Regular Council Meeting

---

**BACKGROUND:**

**RECOMMENDATION:** Approve the Consent Agenda as presented.

**FISCAL IMPACT:**

**ATTACHMENTS:**
1. 2025-06-04 Council PC Joint Mtg-DRAFT
2. 2025-06-11 Regular Council Meeting-DRAFT

# JOINT MEETING OF THE FARMVILLE TOWN COUNCIL AND FARMVILLE PLANNING COMMISSION HELD ON JUNE 4, 2025

At the joint meeting of the Farmville Town Council and Farmville Planning Commission held on Wednesday, June 4, 2025, 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, Dan Dwyer, Tommy Pairet, Adam Yoelin, Donald Hunter, and John Hardy.

Planning Commission members present were Dr. John Miller, Chair, Patrick Crute, Cameron Patterson, Jennifer Fraley, and Abigail O'Connor.

Staff present were Town Manager C. Scott Davis, Town Attorney Gary Elder, Finance Director Julie Moore, Captain William Hogan, Community Development Director and IT Support Ashley Atkins-Austin, Town Planner Robert Dvorak, and Clerk of Council Mary McKay.

Mayor Vincent called the joint meeting to order, and all guests were welcomed.

Chairman Miller called the Farmville Planning Commission meeting to order.

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

The Clerk called the roll for the Farmville Planning Commission, noting Commission members Rhett Weiss and Jerry Davenport were absent.

***ADOPTION OF AGENDA BY FARMVILLE TOWN COUNCIL***

Mayor Vincent noted an amended agenda item, adding Closed Session 2.2-3711 A.8. Mr. Hardy made a motion to adopt the amended agenda, seconded by Mr. Reid, and with all Council members stating "aye", the motion passed.

***DECLARATION OF PERSONAL INTEREST***

There were no declarations of personal interest made.

***CLOSED SESSION 2.2-3711-A.8***

On motion by Mr. Dwyer, seconded by Mr. Hunter, and with Council members Amos, Reid, Dwyer, Pairet, Yoelin, Hunter, and Hardy voting "yes", Council went into closed session under the provisions of Paragraph A.8 of Section 2.2-3711, for the Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter.

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

NOES: None

ABSENT DURING VOTE: None

ABSENT DURING MEETING: None

Clerk of Council

***JOINT PUBLIC HEARING - RESOLUTION NO. 2025-06-01 - TO AMEND A CONDITIONAL USE PERMIT ISSUED ON JUNE 13, 2007, TO IMMIGRATION CENTERS OF AMERICA-FARMVILLE, LLC FOR PARCEL 0022000(0A)00-080B, 508 WATERWORKS ROAD***

Town of Farmville
Town Council
PUBLIC HEARING NOTICE

The Farmville Town Council will hold a joint meeting with the Farmville Planning Commission on Wednesday, June 4, 2025, at 6:00 PM in the Council Chamber, located on the second floor of the Town Hall, 116 North Main Street, Farmville, Virginia, to receive public comment on the following item:

- **Resolution No. 2025-06-01**
  Application by Williams Mullin on behalf of Abyon Real Estate, LLC requesting to amend a conditional use permit that was issued to Immigration Centers of America-Farmville, LLC on June 13, 2007 with the following explanation:

  1. At a meeting of the Farmville Town Council ("Town Council") on June 13, 2007, the Town Council approved an application for a conditional use permit (the "CUP") "on behalf of Mr. Russell Harper with Immigration Centers of America-Farmville, LLC to establish a private immigration detention facility to house Level 1 classified detainees at the property located off Waterworks Road."

  2. In 2007 when the CUP was approved, Sec. 29-312(28) of the Town Zoning Ordinance authorized "private or public immigration detention or holding facilities for adult immigrant level 1 detainees" within the B-3 Business District classification upon approval by Town Council of a conditional use permit.

  3. In 2011, in order to be in compliance with protocols of the United States Department of Immigrations and Customs Enforcement, the Town Council approved an amendment to the Town Zoning Ordinance at the Applicant's request to remove any reference to the classification of detainees. Specifically, the zoning text amendment revised Sec. 29-312(28) of the Town Zoning Ordinance to redefine the use as follows: "private or public detention or holding facilities for adult immigration detainees, with a conditional use permit."

  4. Since 2011, the Property has been continuously operated consistent with Town Council's approval of the zoning text amendment.

  5. While the Applicant has consistently understood its use of the Property to be authorized based on the 2011 Town Council approvals, the Applicant submits this Application for amendment to the CUP for the sole purpose of resolving any current or future ambiguity that such use was clearly authorized by the Town at that time.

  The applicant hereby requests approval of an amendment to the present conditional use permit for the captioned property to authorize the following use: "Private detention or holding facilities for adult immigrant detainees."

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

The Farmville Town Council will consider the request following the public hearing. Any person(s) wishing to comment on the above matter 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, June 4, 2025.

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

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

Mayor Vincent opened the joint public hearing period. The Clerk read the emails received.

Allison Crews, 2790 West Third Street, Farmville, VA

*Dear Farmville Leadership, Please deeply consider the decision to willingly expand the Immigration Centers of America in our community. I do not support amendments or resolutions doing such. Please reflect with your hearts. Blessings to all,*

M. Leigh Lunsford, 808 High Street, Farmville, VA

*I am concerned about this resolution. I am concerned because the Trump administration is not following due process. I do not believe our town should be associated with locking up immigrants or United States citizens without due process. Can we guarantee that all individuals brought to the facility in Farmville will have gone through due process? I hope that you will carefully weigh this resolution.*

Mary Clem, Amelia County

*Hello- I oppose the expansion of Farmville Detention Center. I am concerned about adequate staffing- also adequate sensitivity training for the staff. I worked there years ago and witnessed rude behavior toward the detainees and a lack of respect for different customs and religious practices. Thank you,*

Joanna E. Penick, Research Interviewer Supervisor, Mid-Atlantic Twin Registry, Office of the Vice President for Research and Innovation, Virginia Commonwealth University, Richmond, VA

*I am writing as a former resident and current land and home owner in Farmville to voice my opposition to expanding the Immigration Detention Center in Farmville. This will be one more thing to put Farmville on the wrong side of history, and can we really afford any more marks in that category? As someone who spent the first 18 years of my life in Farmville, and who still is invested in the town, I implore you to consider denying this request. These centers are poorly managed and dehumanizing. There have been reports of suspicious deaths and illnesses at this particular center since its inception. Why add further blight to Farmville's already sullied name?*

Ashley Miller

*My name is Ashley Miller. I'm a resident of Prince Edward County. I am ABSOLUTELY in opposition to this detention center coming to our little town. This town is a town I love and one I call home and it is morally reprehensible what the current administration is doing in regards to immigration enforcement. I don't want this stain on my town and home. I don't want to be part of this. Not to mention, do you know what happens when you treat people like criminals? They become one. It will undoubtedly make our town less safe and hurt any chances of visitors from other areas. I don't want this and will not sit by idly as this happens to our town. I know very many in the town share my feelings and concerns. I implore you to hear your residents and say no to this. Hopeful for a future where no one seeking a better life is treated as a criminal.*

Misty Dufrain

*Since I am unable to attend the meeting tonight that will discuss the proposal of expanding the private detention/ holding facility for adult immigrant detainees, I wanted to inform you that I do NOT support the expansion being proposed. Please take into consideration the thoughts of the people who live in Farmville and the Farmville area, while additionally considering that the current federal government has not been detaining immigrants in a legal fashion. Too often recently have we seen immigrants, many of them here in the country legally, being detained by federal agents and being sent away without due process. These are actions that I do not support, and nor do I want our town to have anything to do with. Thank you for your time.*

Faye Green, 207 First Avenue, Farmville, VA, was present to address the Council and wanted to be on record for her opposition of the ICE [Immigration and Customs Enforcement] center in Farmville. She expressed hope that the facility would not be made larger and that when Council looks at the proposed amendment, she wishes that some way could be found to remove the facility from the community.

Chuck Green, 207 First Avenue, Farmville, VA, also addressed the Council to speak against the proposal for the ICE facility expansion. He spoke on immigration control expanding beyond its original intent of controlling the nation's borders to being a national harassment of immigrants. He stated there is proof that more than half have no criminal record and are considered an asset to the country as part of the nation's workforce. Mr.

Green concluded his comments by asking for consideration of the detrimental effect of this facility.

With no one else signed up to speak, Mayor Vincent closed the joint public hearing period.

***RESOLUTION NO. 2025-06-01 – TO AMEND A CONDITIONAL USE PERMIT ISSUED ON JUNE 13, 2007, TO ICA-FARMVILLE, LLC (508 WATERWORKS ROAD)***

Recommendation by Farmville Planning Commission – A motion was made by Mr. Crute to recommend approval of Resolution No. 2025-06-01 to Town Council, seconded by Ms. O'Connor, and with no further discussion, with a recorded vote of Commission members Crute, Miller, Patterson, Fraley and O'Connor voting "aye", the motion passed.

**BACKGROUND:** Town Manager Davis provided information on the request to amend a conditional use permit that was issued to the Immigration Centers of America-Farmville, LLC on June 13, 2007. In 2007, there was a code change in the zoning ordinance to allow detention centers with a conditional use permit to house Level 1 detainees. A conditional use permit was granted. In 2011, in order to be in compliance with the immigration and customs enforcement (ICE) protocol, it was necessary to amend the language in the town ordinance. The existing conditional use permit needed to be amended as well. On September 14, 2011, at a joint meeting with the Farmville Planning Commission and Farmville Town Council, Commission members agreed to recommend that the Town Council amend the Town ordinance. Town Council agreed to amend the ordinance to read "private or public detention or holding facilities for adult immigrant detainees, with a conditional use permit" and the code was changed. What didn't occur was that the conditional use permit was amended by both bodies. This came to light to the current staff when Abyon, the current owner, asked for a zoning certification letter. The letter was provided, but Abyon did not agree with the letter because the information was based off the 2007 conditional use permit, which should have been amended in 2011. Staff are now trying to make the records properly reflect what was done in that year. Since that time, the property has been operating with the Town Council's approval of the ordinance amendment.

Commission member O'Connor advised that the zoning ordinance states, "private or public detention or holding facilities for adult immigration detainees with a conditional use permit", but the request is to have a conditional use permit that says private detention or holding facilities. She asked if there was a reason why the public is not included this time in the request and if this is going to cause a problem down the line?

Town Attorney Gary Elder was called upon to provide input and advised that he doesn't think it will be an issue. The current operating facility is a private facility and appears is the only issue before the Planning Commission and Town Council. He added that he didn't think anyone had asked for it to be broadened to public or private.

Commission member Crute voiced two questions for confirmation:

- The terms *public* and *level one* are being stricken from the existing conditional use permit.
- The amendment to the conditional use permit does not create any situation where it directly authorizes expansion or any significant changes to how the facility operates today.

Town Manager Davis advised the facility has been operating from 2011 to today based on what was thought to have occurred in 2011, and has operated for 14 years under the premise, from both the owner and the Town, that the detention center was to have only adult detainees.

Chairman Miller invited the applicant's representative to speak. Attorney John "Jack" Babcock came forward to address the two bodies.

Commission member Patterson asked for a description of the varying levels of detainees. In 2007, there was a focus on level one. In 2011, a reference to the level was removed.

Mr. Babcock reported not being prepared to speak to the level of detainees but could obtain that information from their client if needed and could provide clarification of the conditional use permit.

Deliberation of Planning Commission – Chairman Miller reported the recommendation under consideration being the focus of aligning some language. Commission member Crute advised that the task of the body is to view the request from the perspective of land use and seems to be straightforward in clarifying the conditional use permit in relation to the ordinance that was approved in 2011.

From the comments shared at the joint public hearing, Mayor Vincent provided for further reference that the Town of Farmville previously was a governmental intermediary in the agreement with the ICA-Farmville facility, however, is no longer a party to that agreement. The proposed request is more of an administrative correction of an error that occurred in 2011 but does not expand the facility.

The Town Manager followed Mayor Vincent's comment by stating that no action tonight does anything to the facility as it is the owner's prerogative whether to remain the same in the future or seek to expand.

***FARMVILLE TOWN COUNCIL – REQUEST APPROVAL OF RESOLUTION NO. 2025-06-01 – TO AMEND A CONDITIONAL USE PERMIT ISSUED ON JUNE 13, 2007, TO ICA-FARMVILLE, LLC (508 WATERWORKS ROAD)***

Mrs. Amos made a motion to approve Resolution No. 2025-06-01 – to amend a Conditional Use Permit issued on June 13, 2007, to ICA-Farmville, seconded by Mr. Hunter, and with a recorded vote of Council members Reid, Dwyer, Pairet, Hunter, Hardy, and Amos voting "yes", and Council member Yoelin abstaining, the motion passed.

Mr. Yoelin advised the reason for the abstention as, "because I feel like it".

**Resolution No. 2025-06-01**

**To amend a conditional use permit that was issued to Mr. Russell Harper with Immigration Center of America-Farmville, LLC to establish a private immigration detention facility to house level 1 classified detainees at a property located off Waterworks Road. The amended conditional use permit will now read "a conditional use permit to establish a private detention or holding facility for adult immigrant detainees." The property is located at 508 Waterworks Road (the "Property) on tax map number 22000(0A)00-080B.**

WHEREAS, Williams Mullen on behalf of Abyon Real Estate, LLC (the "Applicant"), requested to amend a conditional use permit that was issued to Immigration Centers of America-Farmville, LLC on June 13, 2007; and

WHEREAS, at a meeting of the Farmville Town Council ("Town Council") on June 13, 2007, the Town Council approved an application for a conditional use permit (the "CUP") on behalf of Mr. Russell Harper with Immigration Centers of America-Farmville, LLC to establish a private immigration detention facility to house Level 1 classified detainees at the property located off Waterworks Road.

WHEREAS, in 2007 when the CUP was approved, Sec. 29-312(28) of the Town Zoning Ordinance authorized "private or public immigration detention or holding facilities for adult immigrant level 1 detainees" within the B-3 Business District classification upon approval by Town Council of a conditional use permit.

WHEREAS, in 2011, in order to be in compliance with protocols of the United States Department of Immigrations and Customs Enforcement, the Town Council approved an amendment to the Town Zoning Ordinance at the Applicant's request to remove any reference to the classification of detainees. Specifically, the zoning text amendment revised Sec. 29-312(28) of the Town Zoning Ordinance to redefine the use as follows: "private or public detention or holding facilities for adult immigration detainees, with a conditional use permit."

WHEREAS, since 2011, the Property has been continuously operated consistent with Town Council's approval of the zoning text amendment.

WHEREAS, while the applicant has consistently understood its use of the Property to be authorized based on the 2011 Town Council approvals, the Applicant submits this Application for amendment to the CUP for the sole purpose of resolving any current or future ambiguity that such use was clearly authorized by the Town at that time.

WHEREAS, after a joint public hearing and due consideration, the Planning Commission recommends approval of this conditional use permit amendment; and

WHEREAS, upon recommendation of the Planning Commission, the Town Council finds that the public necessity, convenience, general welfare, and good planning and zoning practice allows for this amendment to the conditional use permit be granted; NOW THEREFORE,

BE IT RESOLVED BY THE TOWN OF FARMVILLE TOWN COUNCIL:

1. The Town of Farmville Town Council grants an amendment to the conditional use permit issued on June 13, 2007 to Mr. Russell Harper with Immigration Centers of America-Farmville, LLC, to now say “to establish a private detention or holding facility for adult immigrant detainees.”.

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

Approved: ____________________________
Mayor

Attest: ____________________________
Clerk of Council

****************

I certify that the above resolution was:

Adopted on ________________________________________.

Ayes: ________. Nays: ________. Absent: _________. Abstain: _________.

The Honorable A.D. “Chuckie” Reid: __________.

The Honorable Sallie O. Amos __________.

The Honorable Daniel E. Dwyer __________.

The Honorable Tommy Pairet __________.

The Honorable John F. Hardy __________.

The Honorable Donald L. Hunter __________.

The Honorable Adam Yoelin __________.

***JOINT DISCUSSION: COMPREHENSIVE PLAN UPDATE***

Town Manager Davis reported from a previous discussion the Council's approval of holding joint meetings with the Planning Commission to review the Comprehensive Plan. A suggestion also was made at the Council Retreat to have a chapter-by-chapter review of the plan. Planning Commission members were asked to advise Community Development Director Ashley Atkins-Austin on why a change is wanted or what a good change would be. Council members were asked to share that same information with the Town Manager. A summary was provided of when to hold the joint meetings based on the workload of the two bodies. The dates will be provided in advance so that all are aware of the material to be discussed. An August start date was proposed.

Mr. Yoelin inquired about the alignment of the Comprehensive Plan with the Town's zoning and ordinances. The Town Manager mentioned some amendments made to the plan such as the future land use map being changed due to rezoning property in town. Mr. Yoelin further mentioned the previous discussion of having PUDs (Planned Unit Developments) in the Comprehensive Plan that were never actually established for the Town.

***ADJOURNMENT OF FARMVILLE PLANNING COMMISSION MEETING***

On a motion by Mr. Crute, seconded by Ms. Fraley, and with all Commission members voting "aye", the Farmville Planning Commission meeting was adjourned.

***DISCUSSION: PRINCE EDWARD VOLUNTEER RESCUE SQUAD***

Town Manager Davis mentioned his comments from the last meeting on the funding provided to the Volunteer Rescue Squad and the EMS (emergency medical services) levy. A representative from the squad provided comments during the Public Hearing on the FY2025-2026 Town Budget. Prince Edward County Administrator Doug Stanley was asked to attend the June 4, 2025 meeting to explain the EMS levy and the Virginia State Code in reference to EMS agencies. An inquiry also was made by a Council member asking for staff to speak with the squad regarding their financials and the possibility of a review by the Town's Finance Director.

Mr. Stanley initially provided comments concerning the ICA-Farmville facility, being one of the largest taxpayers and employers in the community. With the County being the contract holder and the Town being the host location, he is allowed entry into the facility 24 hours/day and extended an offer of a tour to Council members. He would coordinate with their staff to ensure entry is allowed for a tour. He added that he wants to ensure the facility runs correctly and individuals are treated well.

Mr. Stanley distributed a handout to Council members which included the current Prince Edward County Emergency Services Response Plan that addresses how everyone is supposed to work together in providing an emergency response. Also, a spreadsheet reflecting the use of levy money and other county funding was included. A brief review was made of the funding provided to the squad. He reported that permission is needed by the Board of Supervisors with a license to operate in the County.

Finance Director Julie Moore stated that a review was made of the rescue squad's 2024 audit and their current profit and loss statement through May 15, 2025. Based on that review and some discussions with their staff, a report was made:

Fiscal year 2024 – there was a loss of $131,393;

Fiscal year 2025 through May 15th – there is a projected loss of $7,504. This figure will be higher once their audit is completed, and journal entries are made.

Soft billing is utilized for their collections. For fiscal year 2023, only 45% of what was billed was collected, 43% in fiscal year 2024, with a projection of 41% for fiscal year 2025. Their staff doesn't want to look into alternatives to soft billing as they feel it would send the wrong message. Ms. Moore reported that their revenue is declining every year, and their fleet is aging. She reported on several expensive equipment items that will need to be replaced. Some support was provided in the past year from Longwood University and Hampden-Sydney College for the CARES program. Ms. Moore stated that the squad is trying to be proactive and providing awareness of their financial needs. Discussion was held with additional discussion requested with Mr. Stanley to collaborate on how to help the squad in the future. Mr. Stanley reported that he has a scheduled meeting with PEVRS staff later in the week.

- Mr. Hunter asked if Squad Care mailings are sent out only once/year, if other advertising is done, and the possibility of adding a flyer to the monthly utility bills.

- Town Manager Davis asked the Finance Director about the possibility of CARES funding being increased over time to help with the costs. PEVRS staff provided a breakdown of funding received for clarification.
- Town Manager Davis also said that the Town helps the squad by covering fuel and maintenance costs.
- Mr. Hunter asked about the fundraising efforts by the squad.
- Mr. Pairet thanked PEVRS staff for allowing insight of the financial operations of the squad and the challenges being faced.
- Mayor Vincent expressed appreciation to PEVRS staff for allowing a financial review and for County Administrator Doug Stanley's attendance and information.

***TOWN MANAGER'S REPORT***

Colony Construction staff are in town over the next several weeks performing milling and paving work on streets allocated to be paved this year. The Town Manager reported that most of the streets to be paved are in Mr. Hunter's ward (Ward D) and Mrs. Amos' ward (Ward E).

***COMMENTS BY MAYOR AND TOWN COUNCIL***

Mr. Hardy asked if a little advance notice could be made to business owners on the streets scheduled to be closed due to the paving work.

Mr. Hunter mentioned the tall grass on South Virginia Street, the corner lot [416] and one lot in the 300 block, and asked if someone could take care of these areas. He also reported being asked about the summer camp for the six to seven-year-old age group, as the YMCA is not holding that camp this year. He advised not knowing if the YMCA will continue with the camp and it may be that the Town needs to expand theirs. The Town Manager reported the numbers being at maximum due to online registration this year. He mentioned the current limit of how many participants can fit on two buses, and the need for more staff and transportation if the program is expanded.

Mr. Yoelin asked about several items:

- A previous discussion of trees being removed on Park Avenue due to paving needs. He talked about the possibility of providing notice to property owners if there are trees needing to come down next to their property and if the town might look into possibly replacing them with less expensive but better maintained trees that won't interfere with the infrastructure.

- Noticed smaller trees near the splashpad area being used for shade and asked if a temporary shelter could be placed to help shade the area from the sun. This would help the trees not get damaged if leaned upon while still in the vulnerable growing stage. Town Manager Davis noted the previous destruction from a storm of a mid-size tent placed by the Town, but he is amenable to anyone wanting to bring their own small tent. Mr. Yoelin then asked about a more permanent structure being placed like the one on Wilck's Lake Island with the Town Manager advising he could look into the suggestion.
- Asked about the heavy equipment being used earlier in the day at the Farmer's Market. The Town Manager was unaware of the activity but would follow up on any work being done at that location.
- Asked for a status of the replacement bus shelter in front of the library. Town Manager Davis advised that a shelter no longer used on Longwood University's campus will soon be transferred to the library location.

Mr. Dwyer mentioned the tall grass needing to be addressed on the vacant property located on Edmunds Street, first house on the left if heading towards CVS Pharmacy.

Mr. Reid agreed with Mr. Dwyer and mentioned there are other vacant lots needing care. He questioned the heavy equipment at the Scope building on Griffin Boulevard as inquiries have been made by residents. The Town Manager reported not being aware since it is private property. He added for everyone to please feel free to call the Community Development office with property addresses for any tall grass issues. In the next fiscal year and once all the water meters are replaced, personnel who were reading the meters will notify of tall grass issues as part of their duties.

Mrs. Amos asked and provided a thank you to whoever is responsible for placing the beautiful multi-colored patio sets at the business fronts. She expressed appreciation for Mr. Pairet's efforts and for the Town Manager and Finance Director for arranging a review of the squad's financial books. She offered thanks and appreciation to the Prince Edward Volunteer Rescue Squad executive staff who were in attendance.

Mayor Vincent also thanked all for their attendance and participation. He concluded by reporting on the Small Town's Conference set to begin in Farmville the following morning.

There being no other business and on a motion by Mr. Reid, seconded by Mr. Dwyer, with all Council members stating "aye", the meeting adjourned at 7:43 PM.

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

# REGULAR MEETING OF THE FARMVILLE TOWN COUNCIL HELD ON JUNE 11, 2025

At the regular meeting of the Farmville Town Council held on Wednesday, June 11, 2025, 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, Fire Chief Daniel Clark, Chief of Police Andy Ellington, Town Attorney Gary Elder, Finance Director Julie Moore, Community Development Director and IT Support Ashley Atkins-Austin, Human Resources Director Amanda Zirkle, and Clerk of Council Mary McKay.

Mayor Vincent called the meeting to order and welcomed all in attendance and everyone watching online.

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

Mayor Vincent provided remarks on his record of speaking for himself on partisan ideology in local government and his asking for grace to be extended to one another every election year. He advised that it had been reported that some are trying to inject hyper partisan ideology into local government, and he expressed that he will continue to have clear boundaries in the Council chambers. He believes partisan ideology often erodes trust and functionality in local government.

An invocation was recited for anyone wishing to join in prayer. Vice-Mayor Reid led the Pledge of Allegiance.

***ADOPTION OF AGENDA***

Mayor Vincent noted one addition to be made to the agenda. After the declaration of personal interest, an introduction will be made of the new Public Works Director. Mr. Hardy made a motion to adopt the amended agenda, seconded by Mr. Dwyer, and with all Council members stating "aye", the motion passed.

***DECLARATION OF PERSONAL INTEREST***

There were no declarations of personal interest made.

***INTRODUCTION OF NEW PUBLIC WORKS DIRECTOR***

Town Manager Davis provided an introduction of the new Public Works Director, Stephen Edwards, and offered a review of his credentials. Mr. Edwards started in the position on June 1, 2025. Mayor Vincent provided a welcome remark.

***<u>NATIONAL CITIES, TOWNS AND VILLAGES MONTH PROCLAMATION</u>***

Mayor Vincent read a proclamation in recognition of:

**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 152 dedicated public servants;

**Now, therefore, be it resolved that** I, Brian R. Vincent, the Mayor of Farmville, Virginia, do hereby proclaim June 2025 as **National Cities, Towns, and Villages Month** in celebration of America's local governments and the National League of Cities' historic centennial anniversary.

__________________________________
Mayor

***PUBLIC COMMENT PERIOD***

Jen Cox Carne addressed the Council and provided some Longwood University updates:

- Anticipates a strong incoming class for the next academic year;
- Construction of the new music building is set to begin in fall 2025;
- Monthly update will be sent tomorrow to businesses and area landlords;
- Orientation sessions are set to begin the week of July 14th.

Mr. Reid asked about the field work being done at the sports complex. Mrs. Carne reported the fields are being changed to turf. She will check on the progress being made and provide a follow-up email.

Mr. Hardy asked about the location of the new music building. Mrs. Carne reported on the location being across from McDonalds on Main Street and provided a thank you for being able to utilize the golf carts to/from the new facilities building to campus.

Mayor Vincent provided a thank you for Longwood University's hosting of the Virginia Municipal League Small Towns Conference.

***CONSENT AGENDA***

Mr. Hunter made a motion to approve the Consent Agenda as presented, seconded by Mr. Dwyer, with all Council members stating "aye", the motion passed. The Consent Agenda includes the draft minutes of the May 7, 2025, Work Session and May 14, 2025, Regular Council Meeting.

***FINANCE REPORT***

Mr. Reid made a motion to adopt the Finance Reports as presented, seconded by Mr. Hardy, and with all Council members stating "aye", the motion passed.

***BACKGROUND:***

Finance Director Julie Moore reported on the April 2025 Work Session reports. Comparing
budget to revenue, the General Fund appears to be behind budgeted amounts for the first ten months due mainly to some revenue not being actual revenue but savings to cover future costs. Comparing revenue to the previous year, the General Fund and Airport Funds are below due to money recognized for the ABM project in the General Fund and some large projects at the airport

in the prior year but not in the current year. Comparing budgeted amounts to expenses, overall total expenses are below the ten-month mark. The water fund is above due to the payments for the ABM project. Expenses versus prior year are slightly above as discussed in past months.

Ms. Moore reported on the May 2025 Finance Report:

- ABM project - $3,514. earned and this income will go towards future payments on the project;
- Virginia Investment Pool (VIP) - $14,812. earned income;
- Benchmark Community Bank sweep accounts - $ 6,090. earned income;
- Local Government Investment Pool (LGIP) - $38,231. earned income;
- The total income earned for May 2025 was $59,133., excluding income received for the ABM project.

***REQUEST ADOPTION OF RESOLUTION NO. 2025-05-01 FY 2025-2026 TOWN BUDGET***

Mr. Pairet made a motion to adopt Resolution No. 2025-05-01, FY2025-2026 Town Budget, seconded by Mr. Hunter, and with a recorded vote of Council members Reid, Dwyer, Pairet, Yoelin, and Hunter voting “yes”, and Council members Amos and Hardy voting “no”, the motion passed.

***BACKGROUND:*** The FY 2025-2026 Town Budget includes a real estate tax rate of $0.22 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.

A Public Hearing was held at the May 14, 2025, Regular Council Meeting.

**Resolution No. 2025-05-01**

**Approving the Town of Farmville Fiscal Year 2025-2026 Proposed Budget**

**WHEREAS**, the Town Council has held the required public hearing on the Town of Farmville Fiscal Year 2025-2026 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 2025-2026 Proposed Budget is hereby approved and adopted.
2. This resolution shall be in full force and effect on July 1, 2025.

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 ________.

***REQUEST ADOPTION OF RESOLUTION NO. 2025-05-02, FY 2026-2030 FIVE-YEAR CAPITAL IMPROVEMENT PLAN***

Mr. Dwyer made a motion to adopt Resolution No. 2025-05-02, Capital Improvement Plan, seconded by Mr. Pairet, and with a recorded vote of Council members Reid, Dwyer, Pairet, Yoelin, Hunter, Hardy, and Amos voting “yes”, the motion passed.

***BACKGROUND:*** The Capital Improvement Plan outlines the Town’s planned capital investments over the next five years and supports long-term financial planning and project prioritization.

**Resolution No. 2025-05-02**

**Approving the Town of Farmville Fiscal Year 2026–2030 Capital Improvement Plan**

**WHEREAS,** the Town Council has considered the proposed Town of Farmville Fiscal Year 2026–2030 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 Year 2026–2030 Capital Improvement Plan is hereby approved.
2. This resolution shall be in full force and effect on July 1, 2025.

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 _________.

***REQUEST TO ADOPT RESOLUTION NO. 2025-06-02, CLASSIFICATION AND COMPENSATION PLAN FOR FY2025-2026***

Mr. Hunter made a motion to adopt Resolution No. 2026-06-02, Classification and Compensation Plan for FY 2025-2026, seconded by Mr. Dwyer, and with a recorded vote of Council members Dwyer, Pairet, Yoelin, Hunter, Hardy, Amos, and Reid voting “yes”, the motion passed.

The Town Manager reported the only addition being the Deputy Town Manager position which was reflected in the budget.

**Resolution No. 2025-06-02**

**Town of Farmville Classification and Compensation Plan for Fiscal Year 2025-2026**

WHEREAS, the Town Council has reviewed and considered the Classification and Compensation Plan for fiscal year 2025-2026; NOW THEREFORE,

BE IT RESOLVED BY THE TOWN OF FARMVILLE TOWN COUNCIL:

1. The Town of Farmville Classification and Compensation Plan for Fiscal Year 2025-2026 is hereby approved.

2. This resolution shall be in full force and effect on July 1, 2025.

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 MANAGER'S REPORT***

The Town Manager and Finance Director met with Davenport staff and the bond council regarding going to rating agencies and obtaining a general obligation bond. An overview was provided of a different procurement method other than putting out a Request for Proposal (RFP), specifically related to dealing with building developments. The Virginia Code allows the adoption of a Public-Private Education Facilities and Infrastructure Act (PPEA) which allows private entities/contractors to partner with public entities for development of public facilities. The Town currently does not have an adopted ordinance to use this process. Information will be provided hopefully at the July work session for discussion and possible consideration before the fire house renovation project begins.

The splashpad bathroom construction contract should be awarded soon after June 25, 2025, when the closing is set for all bids.

A notice to proceed has been issued for the UV treatment and cloth disk filtering work to be done at the sewer plant so that work should be starting soon.

A summary was provided of recent sewer issues at the Public Works building (the sewer line for the employee bathrooms is being replaced) and at the Farmville Police Department (a leak in the sewer pipes is being repaired in the Town Hall building).

Paving work is in progress and reported to be going well.

Staff are moving forward with obtaining a quote for the sidewalk study to bring back to the Council.

***COMMENTS BY MAYOR AND TOWN COUNCIL***

Mr. Hardy provided remarks on the good job being done by Public Works staff on the weeding of sidewalks on Main Street. He offered a thank you to Longwood University for hosting the Small Towns Conference and sent out a reminder that their basketball season tickets are still available. A welcome also was offered to the new Public Works Director with the hope of continued fantastic service at the Public Works Department.

Mr. Hunter asked if staff could check with the paving company to see if hand-display stop signs could be used instead of placing their hands up for pedestrians to stop. He asked for the status of the sports arena bathroom repairs. The Town Manager added that staff are working on replacing the whole toilet.

Mr. Yoelin provided welcome remarks and thanked the new Public Works Director for accepting the position.

Mr. Pairet asked for the status of the ABM project to be provided at the next meeting.

Mr. Dwyer remarked for all to ride by the splash park to see the area being enjoyed.

Mr. Reid welcomed Stephen Edwards to the team.

Mrs. Amos also welcomed Mr. Edwards and mentioned his impressive resume.

Mayor Vincent offered a reminder of his broadcast from the Call Flo show every Thursday morning following a Council meeting. He attended his last Department of Wildlife Resources meeting in May after eight years as a board member. He also attended a Small Cities Council meeting yesterday and reported on the saving of tax-exempt municipal bonds during the rush of cuts being made at the federal level.

***<u>CLOSED SESSION 2.2-3711-A.1</u>***

On motion by Mr. Hardy, seconded by Mr. Hunter, and with Council members Pairet, Yoelin, Hunter, Hardy, Amos, Reid, and Dwyer voting "yes", Council went into closed session under the provisions of Paragraph A.1 of Section 2.2-3711, for the discussion of reappointments to the Farmville Planning Commission, reappointment to the Central Virginia Regional Library Board, and discussion of performance of the Town Manager and Clerk of Council.

**<u>CERTIFICATION OF CLOSED MEETING</u>**

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

NOES: None

ABSENT DURING VOTE: None

ABSENT DURING MEETING: None

Clerk of Council

***<u>FARMVILLE PLANNING COMMISSION APPOINTMENTS</u>***

Mr. Dwyer made a motion to appoint Cameron Patterson (Ward C), Abigail O'Connor (At-large), and Patrick Crute (Ward D) to the Farmville Planning Commission with terms ending June 30, 2029, seconded by Mr. Hunter, and with a recorded vote of Council members Hunter, Hardy, Amos, Reid, Dwyer, Pairet and Yoelin voting "yes", the motion passed.

**<u>BACKGROUND:</u>** Three terms are set to expire June 30, 2025, and the following Commissioners seek reappointment to the Farmville Planning Commission: Cameron Patterson (Ward C), Abigail O'Connor (At-large), and Patrick Crute (Ward D).

Jerry Davenport's term will expire on June 30, 2025; however, he will not seek reappointment. The board opening is being advertised in *THE FARMVILLE HERALD,* with one application being received so far. The vacancy will continue to be advertised to allow for additional applications to be received before an appointment is made.

***<u>CENTRAL VIRGINIA LIBRARY BOARD APPOINTMENT</u>***

Mr. Hardy made a motion to appoint Robin Smith to a second four-year term on the Central Virginia Library Board with a term ending June 30, 2029, seconded by Mr. Hunter, and with a recorded vote of Council members Hardy, Amos, Reid, Dwyer, Pairet, Yoelin, and Hunter voting "yes", the motion passed.

**<u>BACKGROUND:</u>** Robin Smith's term is set to expire on June 30, 2025, and seeks to be reappointed to the Central Virginia Library Board. Library board members are limited to two consecutive four-year terms. Ms. Smith has served several years as Secretary and was recently elected Vice-President of the Library board.

With no further business, on motion by Mr. Hunter, seconded by Mr. Dwyer, and with all Council members stating "aye", the meeting adjourned at 7:40 PM.

APPROVED: ATTEST:

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

# Town of Farmville

# Agenda Item Summary

**MEETING DATE:** July 9, 2025

**ITEM NUMBER:** 10.a. – June 2025 Finance Report

---

**BACKGROUND:** Finance Director Julie Moore will provide a verbal report.

**RECOMMENDATION:** Accept the Finance Report as presented.

**FISCAL IMPACT:**

**ATTACHMENTS:**
1. Finance Report - June 2025
2. Variable Revenue-June-Charts
3. Rescue Squad Expenses - June 2025 Updated
4. Rescue Squad 2024-2025 YTD Expenses thru 6.30.25

TOWN OF FARMVILLE
FINANCE REPORT OF CASH RECEIPTS AND DISBURSEMENTS
FOR THE MONTH OF JUNE 2025

| FUND NUMBER | FUND TITLE | BALANCE 6/01/2025 | NET CHANGE | BALANCE 06/30/2025 |
|---|---|---|---|---|
| | UNRESTRICTED FUNDS | | | |
| 10 | GENERAL FUND | $ 789,549 | $ 114,085 | $ 903,634 |
| 15 | ST MAINT FUND | 955,471 | 513,078 | 1,468,549 |
| 40 | WATER FUND | 1,568,451 | (150,540) | 1,417,911 |
| 42 | SEWER FUND | 1,973,738 | (76,827) | 1,896,911 |
| 44 | TRANSPORTATION FUND | 1,063,284 | (49,718) | 1,013,566 |
| 45 | AIRPORT FUND | (62,958) | 69 | (62,889) |
| TOTAL | UNRESTRICTED FUNDS | $ 6,287,534 | $ 350,147 | $ 6,637,681 |
| | RESTRICTED FUNDS | | | |
| 10 | ARPA-COVID FUNDS | $ 4,099,340 | $ - | $ 4,099,340 |
| 10 | ENHANCED 911-WIRELESS | 503,180 | 11,127 | 514,307 |
| 10 | E911-RESERVE | 133,382 | 17 | 133,399 |
| 10 | SET ASIDE ACCOUNT | 4,270,448 | 17,768 | 4,288,216 |
| 10 | E-CITATION | 32,369 | 1,052 | 33,421 |
| 10 | MEDICAL COMPENSATION | 81,799 | 57 | 81,856 |
| 10 | BOA - LEASE PURCHASE | 133,733 | 500 | 134,233 |
| 40 | BOA - LEASE PURCHASE | 290,113 | 1,036 | 291,149 |
| 42 | COUNCIL RESTRICTED | 2,443,647 | 97,389 | 2,541,036 |
| 70 | NARCOTICS FUND | 14,164 | 2 | 14,166 |
| 70 | TASK FORCE | - | - | - |
| TOTAL | RESTRICTED FUNDS | $ 12,002,175 | $ 128,948 | $ 12,131,123 |
| TOTAL ALL FUNDS | | $ 18,289,709 | $ 479,095 | $ 18,768,804 |

UNRESTRICTED FUNDS - ACCOUNTED FOR AS FOLLOWS:

| | |
|---|---|
| PETTY CASH | $ 2,500 |
| VIP ACCT - GOLF SALE PROCEEDS | 1,012,570 |
| VIP ACCTS - UNRESTRICTED | 1,120,954 |
| LGIP ACCT - UNRESTRICTED | 2,711,573 |
| CHECKING ACCT-BENCHMARK-AIRPORT | 329,994 |
| CHECKING ACCOUNT-BENCHMARK-UNRESTRICTED | 1,460,090 |
| TOTAL UNRESTRICTED FUNDS | $ 6,637,681 |

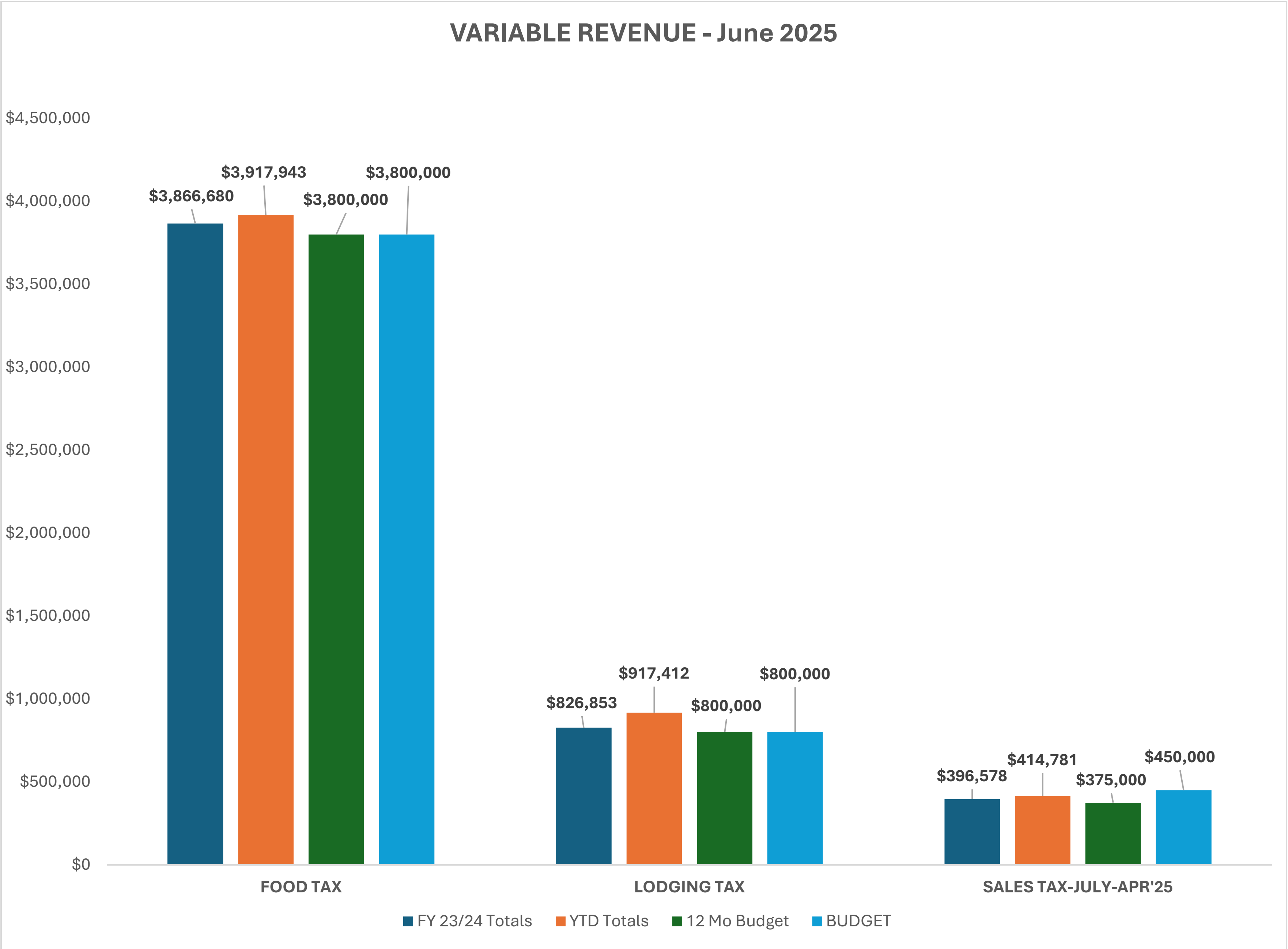
RESTRICTED FUNDS - ACCOUNTED FOR AS FOLLOWS:

| | | |
|---|---|---|
| LGIP ACCT - ARPA -COVID FUNDS | $ | 4,099,340 |
| MONEY MARKET - BENCHMARK - 911 WIRELESS | | 178,028 |
| VIP ACCT - WIRELESS | | 336,279 |
| INTEREST CHECKING-BENCHMARK-E911 RESERVE | | 133,399 |
| INTEREST CHECKING-BENCHMARK-SET ASIDE ACCOUNT | | 1,608,955 |
| LGIP ACCT - SET ASIDE ACCOUNT | | 2,217,127 |
| VIP ACCT - SET ASIDE ACCOUNT | | 462,134 |
| INTEREST CHECKING-FARMERS BANK-E-CITATION ACCOUNT | | 33,421 |
| INTEREST CHECKING-BENCHARK-MEDICAL COMPENSATION | | 81,856 |
| VIP ACCT - BOA - LEASE PURCHASE | | 425,382 |
| VIP ACCT - FUND 42 - COUNCIL RESTRICTED | | 1,120,927 |
| LGIP ACCT - FUND 42 - COUNCIL RESTRICTED | | 1,420,109 |
| INTEREST CHECKING-BENCHMARK - NARCOTICS FUND-STATE | | 14,166 |
| INTEREST CHECKING-BENCHMARK-TASK FORCE | | - |
| TOTAL RESTRICTED FUNDS | $ | 12,131,123 |

RESPECTFULLY SUBMITTED:

Julie Moore

Julie A. Moore, CPA, CFE, CGFM



VARIABLE REVENUE - June 2025
$4,500,000
$4,000,000
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
$3,866,680
$3,917,943
$3,800,000
$3,800,000
$826,853
$917,412
$800,000
$800,000
$396,578
$414,781
$375,000
$450,000
FOOD TAX
LODGING TAX
SALES TAX-JULY-APR'25
FY 23/24 Totals
YTD Totals
12 Mo Budget
BUDGET

## JUNE MONTHLY COST-RESCUE SQUAD

| DATE | VEHICLE | DESCRIPTION OF SERVICE | Man | LABOR | MATERIAL | EQUIPMENT | FUEL |
|---|---|---|---|---|---|---|---|
| | | | Hours | COST | COST | COST | COST |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| 12-Jun | Grass Crew | Cut Grass | 8 | $ 170.81 | | | |
| 30-Jun | Grass Crew | Cut Grass | 8 | $ 170.81 | | | |
| | | | | | | | |
| | | | | | | | |
| | | Cut Grass | | | | $ 310.00 | |
| | | Fuel Cost | | | | | $ 808.31 |
| | | | | | | | |

| | |
|---|---|
| **Total Labor Cost** | $341.62 |
| **Total Material Cost** | $0.00 |
| **Total Equipment Cost** | $310.00 |
| **Total Fuel Cost** | $808.31 |
| **Total June** | $1,459.93 |
| **YTD Total** | $45,042.79 |

**Year-to-Date Costs - Rescue Squad**
**July - June 2025**

2024-2025

| | July | August | Sept | Oct | Nov | Dec | Jan | Feb | March | April | May | June | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Labor** | 305.40 | 655.70 | 1,223.42 | 481.64 | 503.23 | 535.58 | 55.17 | 324.94 | 620.42 | 808.80 | 857.06 | 341.62 | **$6,712.98** |
| **Materials** | 156.59 | 3,722.55 | 3,022.00 | 936.17 | 173.84 | 152.01 | 31.52 | 5,456.68 | 1,515.89 | 6,751.19 | 768.71 | 0.00 | **$22,687.15** |
| **Equipment** | 310.00 | 310.00 | 310.00 | 310.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 310.00 | 310.00 | 310.00 | **$2,170.00** |
| **Fuel** | 1,838.77 | 1,546.09 | 1,133.46 | 712.31 | 653.46 | 863.67 | 1,317.60 | 1,147.88 | 1,502.60 | 1,277.65 | 670.86 | 808.31 | **$13,472.66** |
| | $2,610.76 | $6,234.34 | $5,688.88 | $2,440.12 | $1,330.53 | $1,551.26 | $1,404.29 | $6,929.50 | $3,638.91 | $9,147.64 | $2,606.63 | $1,459.93 | **$45,042.79** |

# Town of Farmville

# Agenda Item Summary

**MEETING DATE:** July 9, 2025

**ITEM NUMBER:** 12.a. – Discussion of Sidewalk Asset Management Plan

---

**BACKGROUND:** The Town Manager will provide a verbal report.

**RECOMMENDATION:**

**FISCAL IMPACT:**

**ATTACHMENTS:**
1. Proposal - Farmville Sidewalk AMP R1

June 16, 2025

Ms. Kimberly Thompson
Purchasing Agent
Town of Farmville
PO Box 368
Farmville, VA 23901

**RE: Proposal for Professional Services**
**Town of Farmville Sidewalk Asset Management Plan**
**H&P Project 20250480**

Dear Ms. Thompson:

On behalf of the employee owners of Hurt & Proffitt, Inc. (H&P), I am pleased to submit our proposal for the Town of Farmville Sidewalk Asset Management Plan. We have reviewed the project information and fully understand what the client is looking for and expecting from the successful engineering team.

If we are selected for this contract, Mike Wilson will be assigned to be the Point-of-Contact and Project Manager. He will be responsible for all work performed on this project and services provided to the client. In addition, all information coming to or leaving Hurt & Proffitt on the project will go through Mike and designated team members.

Hurt & Proffitt's nine departments of civil engineering, environmental services, geotechnical engineering, survey, GIS, pipeline inspections, industrial hygiene, construction testing & inspection, and cultural resources allows us to provide all major services for this project in-house. This in-house capability will allow us to quickly respond as needed to client requests and issues as they arise during the design of the project. We understand the desire of the client to get this project underway as soon as possible. We stand ready to serve the client and deliver the project in the time frame outlined in this proposal.

The following is our understanding of the proposed work, scope of services, deliverables, schedule, and fees.

## ***PROJECT DESCRIPTION***

The Town of Farmville is looking to create an asset management plan that evaluates the condition of all public sidewalks located in the Town. All sections of walk in the Town will be studied and data points will be created for each defective location, with coordinates, photos, condition details, etc. provided for each area. The data will be entered into a GIS database with a dashboard showing all non-conforming locations and the locations color coded by condition. A report will also be provided detailing the findings and a ranking of locations to be repaired. As part of the evaluation of repair options, survey services will be needed to determine if there is adequate right-of-way for the work or if easements will be necessary. Existing Town GIS data with right-of-way data will be provided to H&P to serve as a base map.

Specifically, we propose the following:

***SCOPE OF WORK***

***Survey Services***

**Site Survey Task –** Hurt & Proffitt will provide all field and office work needed to provide right-of-way mapping in the locations of needed sidewalk repairs. We will initially compare the scope of repairs needed at each location to the Town GIS right-of-way data. In locations where work is close to, or outside of, the right-of-way an actual survey will be performed to determine the actual property lines. We will perform both courthouse research and field work to determine the actual locations of the property lines. The map will be tied to NAD83 Vertical Datum and Virginia State Plane South Zone Horizontal Datum and NAVD88 Vertical Datum. The map will be for use as the base map for engineering and not as a separate deliverable. All existing improvements to the site in the project area will be shown. All known easements based on research, deeds, and field evidence will be shown on the plans.

The survey will be conducted using LiDAR/aerial mapping as well as conventional survey and GPS equipment. Included in this task are aerial mapping, LiDAR data, aerial control, survey control & benchmarks, and courthouse research.

As it is not known at this time the number of locations that will require survey, multiple pricing options are available. One price will assume 20 locations to be surveyed at a time while the other provides an individual price per location. We will try and group as many locations as possible into groups to minimize site mobilizations.

The lump sum fee for survey of 20 locations will be $15,000.00.

The lump sum fee for survey of individual locations will be $1,500.00.

For our total pricing of this proposal, we are assuming 2 visits to survey 40 locations and 5 individual visits. The price billed to the Town will be based on actual work completed. This will not be known until the evaluation of the sidewalk is complete.

***Civil Engineering Services***

**Sidewalk Data Collection and GIS Dashboard Task –** We will perform field evaluations of all public sidewalks in the Town and enter data for all non-conforming locations into a GIS database. The evaluation will include coordinates, photographs, failure data, and other site notes for each documented location. The points will be entered into a GIS where each location can be selected and all recorded data is available for review. Pricing was based on an estimate of the total linear feet of sidewalk in the Town and an assumption of 5 data points to be collected per 100’ of sidewalk.

The lump sum fee for the Data Collection task will be $45,400.00.

**Asset Management Report Task –** Hurt & Proffitt will prepare an Asset Management Plan (AMP) report that includes a priority ranking of repair locations based on the scoring criteria that is established with the help of the Town. The AMP will provide estimated construction costs and timelines for infrastructure development of the sites.

The lump sum fee for this task will be $4,500.00.

## ***DESIGN SERVICES SCHEDULE***

We propose the following schedule or durations to accomplish the work, assuming a Notice to Proceed is issued July 1, 2025. Schedule includes estimated regulatory agency and/or owner review times. Dates below are estimated start dates for each task. This schedule is contingent on the NTP date listed above and the scope of work as described in this document. If either of these factors change, the schedule will need to be adjusted accordingly. Upon issuance of NTP and the kickoff meeting, a full and detailed schedule will be created and provided to the Owner.

| | |
|---|---|
| Kickoff Meeting | July 2025 |
| Begin Sidewalk Data Collection | July 2025 |
| Topographic Survey | September 2025 |
| AMP Report Draft | October 2025 |
| AMP Report Final Report | November 2025 |

## ***FEES***

All fees are set forth on a Lump Sum basis and will be billed monthly based on our estimate of percent complete. Fees are broken out by Tier level activities.

| | |
|---|---|
| Topographic Survey | $37,500.00 |
| Sidewalk Data Collection | $45,400.00 |
| Asset Management Plan Report | $4,500.00 |
| **Total Fee** | **$87,400.00** |

**Price will be held thru 12/31/2025.**

These fees assume a single design sequence once an initial layout of the project occurs between Hurt & Proffitt and the Owner. If the design plan changes and the base sheets are altered, requiring design changes on our part to work that has already been completed, then additional fees will be negotiated for that work. There are no agency (federal, state, or local) review fees included in our fees.

Our fees do not include bid assistance, construction administration, resident project representative, or materials testing services during the construction of the project. We offer these services in-house and would be happy to provide a fee proposal to you should you be interested in them.

***ASSUMPTIONS***

This proposal is based on the following assumptions:

- Not included in the above are review, inspection, permit, and advertising fees.
- It is assumed all meetings would take place in the Farmville area and no fees for travel, mileage, or lodging are included in this proposal. Meetings with Town officials have been included in our fees. If it becomes necessary to travel outside of the area this would be charged on a time and material basis.
- No public meetings, such as with neighbors, outside of meetings discussed above are included.
- Private utility location or subsurface utility engineering (SUE) services are not included in the scope of this proposal. H&P will not be held responsible for damage to property or utilities based on inaccurate information provided by others.
- Additional services, if requested by the Owner in writing, can be provided on an hourly basis or a fee proposal can be provided.

Hurt & Proffitt, Inc. appreciates the opportunity to submit this proposal, and we look forward to working with you on this project. Please feel free to contact me at 434-847-7796 or bcossman@handp.com should you wish to discuss our proposal in further detail.

Sincerely,
***HURT & PROFFITT, INC.***

Brian L. Cossman, PE, CCM, PMP
Vice President

# Town of Farmville

## Agenda Item Summary

**MEETING DATE:** July 9, 2025

**ITEM NUMBER:** 12.b. – Discussion and Approval of Fire Department Ladder Truck Contract

---

**BACKGROUND:** The Town Manager will provide a verbal report.

**RECOMMENDATION:** Authorize the Town Manager to sign Atlantic Emergency Solutions Contract (bid #1389)

**FISCAL IMPACT:**

**ATTACHMENTS:**
1. 1894_001

# Proposal for Furnishing Apparatus

Jul 1, 2025

Department: Farmville Fire Department

Attn: Chief Daniel Clark

1000 West Third Street, Farmville Virginia 23901

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

| Bid # 1389 | Price |
|---|---|
| Pierce Ascendant 100FT Mid Mount on Enforcer Chassis | $2,487,985.00 |
| Pre-payment discount is based off of pre-paying Jan 2026 | ($365,569.00) |
| Total build time approx 48 months. Prepay discount on 42 months | |

Total : **$2,122,416.00**

Any discount(s),whether implied or explicit, will be applied upon delivery, acceptance, and final invoicing of Apparatus.Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control notpreventing, within about 1440 calendar days after receipt of this order and the acceptance thereof by Pierce Mfg. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

**Persistent Inflationary Environment:** If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID:WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"),then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. Atlantic will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

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

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

**Terms:** The terms of this proposal will be governed by the laws of the Commonwealth of Virginia. Atlantic Emergency Solutions requires an authorized individual from the above stated Customer sign and date this proposal and have it referenced on any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by Customer. No additional terms or conditions will be binding upon Atlantic Emergency Solutions unless agreed to in writing and executed by a duly authorized officer of Atlantic Emergency Solutions.

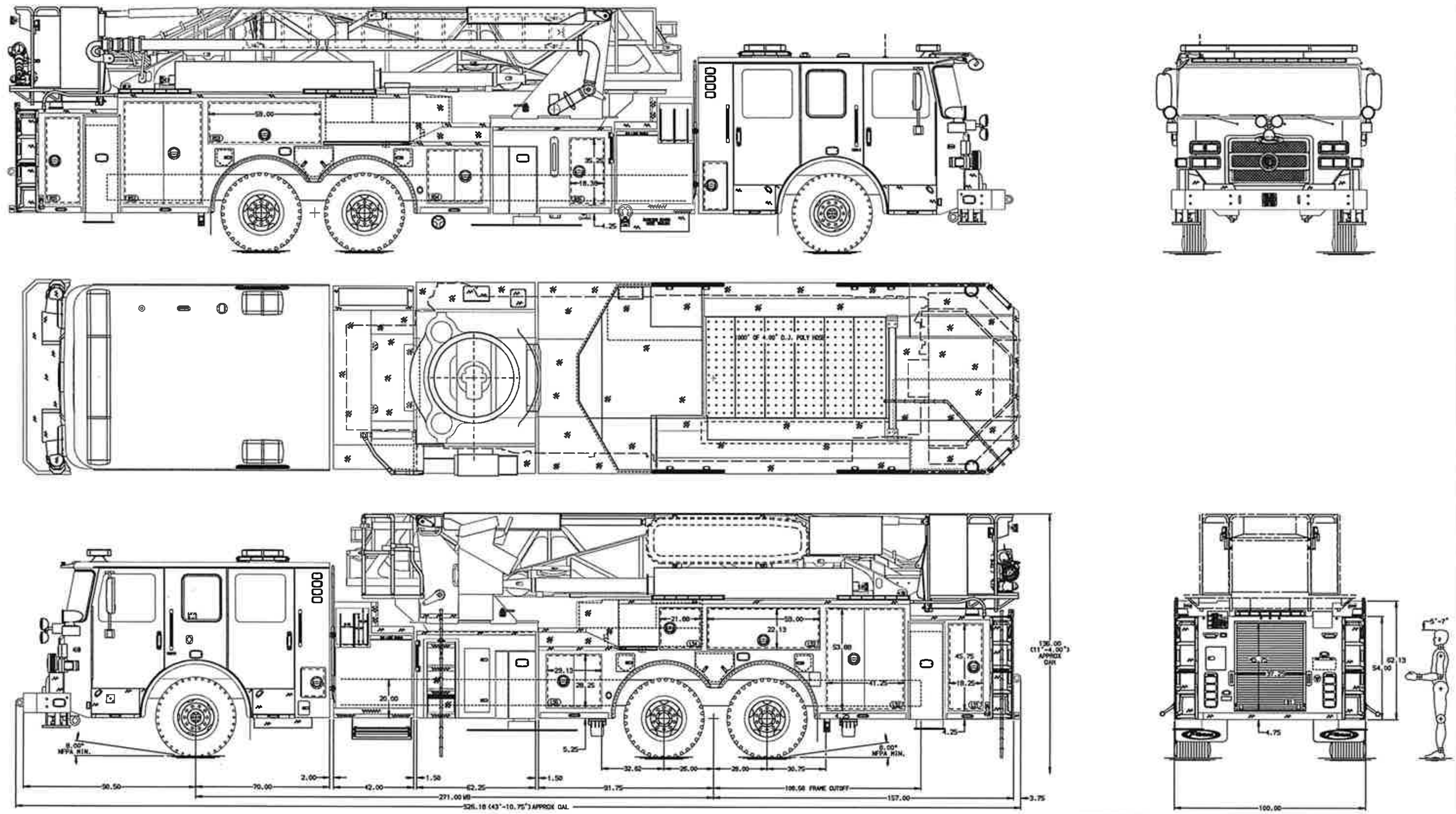
This proposal is valid Aug. 1 2025

Sincerely,

Randy Smith Account Mgr.

845 Third Street Vinton,Va.
24179
rsmith@atlanticemergency.com
276-732-0909

| Atlantic Emergency Solutions: | Customer: |
|---|---|
| X______________ | X______________ |
| Name:______________ | Name:______________ |
| Title:______________ | Title:______________ |
| Date:______________ | Date:______________ |




SIDE ROLL AND FRONTAL IMPACT PROTECTION

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

| | | | |
|---|---|---|---|
| Pierce MANUFACTURING INC. | | JOB NO. | PRELIM |
| | | SCALE 1:24 | DATE |
| CHASSIS DATA | TITLE 100' ASCENDANT AERIAL TOWER AND BODY ASSEMBLY | DRAWN BY ZMI | 18JUN25 |
| MAKE PIERCE | FOR FARMVILLE VFD BID 1389 ATLANTIC EMERGENCY SOLUTIONS, INC SMITH, RANDY | CHECKED BY - | - |
| MODEL ENFORCER | DWG 72584 | SHEET SIZE D | SHEET NO. 1 OF 1 |

REV | DATE | BY | CH

# Town of Farmville

# Agenda Item Summary

**MEETING DATE:** July 9, 2025

**ITEM NUMBER:** 12.c. – Request Approval of Resolution No. 2025-07-01 - Financing of Equipment

---

**BACKGROUND:** The Town Manager will provide a verbal report.

**RECOMMENDATION:** Approve Resolution No. 2025-07-01 - Financing of Equipment

**FISCAL IMPACT:**

**ATTACHMENTS:**
1. Farmville Equipment Lease Resolution
2. Draft of Final Loan Documents

**CERTIFICATE OF THE CLERK**
**OF THE TOWN COUNCIL OF THE**
**TOWN OF FARMVILLE, VIRGINIA**

The undersigned Clerk to the Town Council of the Town of Farmville, Virginia (the "Council"), hereby certifies that:

1. A meeting of the Council was duly called and held on July 9th, 2025 (the "Meeting").

2 Attached hereto is a true, correct and complete copy of a resolution (the "Resolution") of the Council entitled "Resolution of the Town Council of the Town of Farmville, Virginia, Approving the Financing of Equipment and the Execution and Delivery of Certain Documents Prepared in Connection Therewith," as recorded in full in the minutes of the Meeting and duly adopted by a majority of the members of the Council present and voting during the Meeting.

3. A summary of the members of the Council present or absent at the Meeting, and the recorded vote with respect to the Resolution, is set forth below:

| | | | Voting | | |
|---|---|---|---|---|---|
| Member Name | Present | Absent | Yes | No | Abstaining |
| Brian Vincent, Mayor | | | | | |
| A.D. "Chuckie" Reid, Vice Mayor | | | | | |
| John Hardy | | | | | |
| Adam Yoelin | | | | | |
| Donald Hunter | | | | | |
| Sallie O. Amos | | | | | |
| Daniel E. Dwyer | | | | | |
| Thomas Pairet | | | | | |

4. The Resolution has not been repealed, revoked, rescinded or amended, and is in full force and effect on the date hereof.

WITNESS my signature and the seal of the Town of Farmville, Virginia, dated July 9th, 2025.

____________________________________
Clerk to the Town Council
Town of Farmville, Virginia

**(SEAL)**

**RESOLUTION NO. 2025-07-01**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FARMVILLE, VIRGINIA, APPROVING THE FINANCING OF EQUIPMENT AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS PREPARED IN CONNECTION THEREWITH**

The Town Council of the Town of Farmville, Virginia (the "Council") has determined it is in the best interest of the Town of Farmville, a body politic of the Commonwealth of Virginia (the "Town") to undertake the financing of the purchase of five police vehicles, one fire vehicle, one public works vehicle, one tractor, one dump truck, and one utility vehicle (the "Project"), and the Town Manager has now presented a proposal for the financing of such Project.

Benchmark Community Bank has indicated its willingness to provide financing for the Project in accordance with its proposal dated July 15th, 2025. The amount financed shall not exceed $963,500.00. The annual interest rate (in the absence of default or change in tax status) shall not exceed 4.25%, and the financing term shall not exceed 5 years from closing.

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

1. The recitals above are found and determined to be a part of this resolution.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Town are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Town Manager is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Town Manager is authorized to approve changes to any Financing Documents previously signed by Town officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Town Manager shall approve, with the Town Manager's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Town shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations.

5. To the extent necessary, the Town intends that the adoption of this resolution will

be a declaration of the Town's official intent under Treas. Reg. §1.150-2 (the "Reimbursement Regulations") promulgated under the Internal Revenue Code of 1986, as amended, to reimburse expenditures for the project. The Town intends that funds that have been advanced, or that may be advanced, from the Town's general fund, or any other Town fund related to the project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Town officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict.

7. This resolution shall take effect immediately.

Adopted: July 9th, 2025.

______________________________
Mayor
Town of Farmville, Virginia

**ATTEST:**

______________________________
Clerk to the Town Council
Town of Farmville, Virginia

**BUSINESS LOAN AGREEMENT**
**Officer: Teresa Stewart**

BENCHMARK
COMMUNITY BANK

| AGREEMENT DATE | LOAN NUMBER | AGREEMENT/ACCOUNT NUMBER | TRANSACTION KEY | OFFICER |
|---|---|---|---|---|
| July 15, 2025 | 5025392005 | 5025392005 | 79120 | Teresa Stewart |

**BORROWER INFORMATION**
TOWN OF FARMVILLE
PO BOX 368
FARMVILLE, VA 23901-0368

**Type of Entity:** Governmental Entity
**State of Organization/Formation:** Virginia

**AGREEMENT.** This Business Loan Agreement will be referred to in this document as the "Agreement." This Agreement is made by Benchmark Community Bank (Lender) and TOWN OF FARMVILLE (Borrower). The consideration is the promises, representations, and warranties made in this Agreement and the Related Documents.

**DEFINITIONS.** These definitions are used in this Agreement.

**"Collateral"** means the Property that any Party to this Agreement or the Related Documents may pledge, mortgage, or give Lender a security interest in, regardless of where the Property is located and regardless of when it was or will be acquired, together with all replacements, substitutions, proceeds, and products of the Property.

**"Events of Default"** means any of the events described in the "Events of Default" section of this Agreement.

**"Financial Statements"** mean the balance sheets, earnings statements, and other financial information that any Party has, is, or will be giving to Lender.

**"Indebtedness"** means the Loan and all other loans and indebtedness of Borrower to Lender, including but not limited to Lender's payments of insurance or taxes, all amounts Lender pays to protect its interest in the Collateral, overdrafts in deposit accounts with Lender, and all other indebtedness, obligations, and liabilities of Borrower to Lender, whether matured or unmatured, liquidated or unliquidated, direct or indirect, absolute or contingent, joint or several, due or to become due, now existing or hereafter arising.

**"Loan"** means any loan or loans described in the "Identification of Loan" section of this Agreement.

**"Parties"** means any Borrower signing this Agreement.

**"Party"** means any Borrower signing this Agreement.

**"Property"** means the Parties' assets, regardless of what kind of assets they are.

**"Related Documents"** means all documents, promissory notes, security agreements, leases, mortgages, deeds of trust, construction loan agreements, assignments of leases and rents, guaranties, pledges, and all other documents or agreements executed in connection with this Agreement as such documents may be modified, amended, substituted, or renewed from time to time. The term includes both documents existing at the time of execution of this Agreement and documents executed after the date of this Agreement.

**IDENTIFICATION OF LOAN.** The following loan and all other indebtedness, obligations, and liabilities of Borrower to Lender, due or to become due, now existing or hereafter arising, as well as any and all amendments, modifications, extensions, and renewals thereof are subject to this Agreement:

- Loan Number 5025392005 with a principal amount of $963,500.00

**BORROWER'S REPRESENTATIONS AND WARRANTIES.** The statements made in this section will continue and remain in effect until all of the Indebtedness is fully paid to Lender. Each Borrower represents and warrants to Lender the following:

**Borrower's Existence and Authority.** Each Borrower is duly formed and in good standing under all laws governing the Borrower and the Borrower's business, and each Borrower executing this Agreement has the power and authority to execute this Agreement and the Related Documents and to bind that Borrower to the obligation created in this Agreement and the Related Documents.

**Financial Information and Filing.** All Financial Statements provided to Lender have been prepared and will continue to be prepared in accordance with generally accepted accounting principles, consistently applied, and fully and fairly present the financial condition of each Borrower, and there has been no material adverse change in Borrower's business, Property, or condition, either financial or otherwise, since the date of Borrower's latest Financial Statements. Each Borrower has filed all federal, state, and local tax returns and other reports and filings required by law to be filed before the date of this Agreement and has paid all taxes, assessments, and other charges that are due and payable prior to the date of this Agreement. Each Borrower has made reasonable provision for these types of payments that are accrued but not yet payable. The Borrower does not know of any deficiency or additional assessment not disclosed in the Borrower's books and records.

All financial statements or records submitted to Lender via electronic means, including, but not limited to, facsimile, open internet communications or other telephonic or electronic methods, including, but not limited to, documents in Tagged Image Format Files ("TIFF") and Portable Document Format ("PDF") shall be treated as originals, and will be fully binding with full legal force and effect. Parties waive any right they may have to object to such treatment. Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the Party submitting such records.

**Title and Encumbrances.** Borrower has good title to all of the Borrower's assets. All encumbrances on any part of the Property were disclosed to Lender in writing prior to the date of this Agreement.

**Compliance with General Law.** Each Borrower is in compliance with and will conduct its business and use its assets in compliance with all laws, regulations, ordinances, directives, and orders of any level of governmental authority that has jurisdiction over the Borrower, the Borrower's business, or the Borrower's assets.

**Environmental Laws.** Each Borrower is in compliance with all applicable laws and rules of federal, state, and local authorities affecting the environment, as all have been or are amended.

**No Litigation/No Misrepresentations.** There are no existing or pending suits or proceedings before any court, government agency, arbitration panel, administrative tribunal, or other body, or threatened against Borrower that may result in any material adverse change in the Borrower's business, property, or financial condition, and all representations and warranties in this Agreement and the Related Documents are true and correct and no material fact has been omitted.

**COVENANTS.** On the date of this Agreement and continuing until the Indebtedness is repaid and Borrower's obligations are fully performed, Borrower covenants as follows.

**Notices of Claims and Litigation/Notice of Adverse Events.** Borrower will promptly notify Lender in writing of all threatened and actual litigation, governmental proceeding, default, and every other occurrence that may have a material adverse effect on Borrower's business, financial condition, or the Property.

**EVENTS OF DEFAULT.** The occurrence of any of the following events will be an Event of Default.

**Noncompliance with Lender Agreements.** Default by Borrower under any provision of this Agreement, the Related Documents, or any other agreement with Lender.

**False Statements.** If a Party made or makes a false or misleading misrepresentation in this Agreement, in the Related Documents, in any supporting material submitted to Lender or to third parties providing reports to Lender, or in Financial Statements given or to be given to Lender.

**Material Adverse Change.** Any material adverse change in the Borrower's business, financial condition, or the Property has occurred or is imminent; if the full performance of the obligations of any Party is materially impaired; or if the Collateral and its value or Lender's rights with respect thereto are materially impaired in any way. The existence or reasonable likelihood of litigation, governmental proceeding, default, or other event that may materially and adversely affect a Party's business, financial condition, or the Property.

**Insolvency or Liquidation.** A Party voluntarily suspends transaction of its business or does not generally pay debts as they mature. If a Party has or will make a general assignment for the benefit of creditors or will file, or have filed against it, any petition under federal bankruptcy law or under any other state or federal law providing for the relief of debtors if the resulting proceeding is not discharged within thirty days after filing. If a receiver, trustee, or custodian is or will be appointed for a Party.

**Default on Unrelated Debt.** If Borrower materially defaults under a provision of an agreement with a third party or if the indebtedness under such an agreement is accelerated.

**Judgments or Attachments.** If there is entered against a Party a judgment that materially affects the Borrower's business, financial condition, or the Property, or if a tax lien, levy, writ of attachment, garnishment, execution, or similar item is or will be issued against the Collateral or which materially affects Borrower's business, financial condition, or the Property, and which remains unpaid, unstayed on appeal, undischarged, unbonded, or undismissed for thirty days after it was issued.

**Collateral Impairment.** Lender has a good-faith belief that Lender's rights in the Collateral are or will soon be impaired or that the Collateral itself is or soon will be impaired.

**Termination of Existence or Change in Control.** If Borrower or Borrower's business is sold or merged or if Borrower or Borrower's business suspends business or ceases to exist.

**Insecurity.** If Lender has a good-faith belief that any Party is unable or will soon be unable to perform that Party's duties under this Agreement or under the Related Documents.

**Death.** The death of an individual who is a Party, a partner in a partnership that is a Party, a member in a limited liability company that is a Party, an officer of a corporation that is a Party, or an individual of similar position in any other type of business organization that is a Party.

**REMEDIES ON DEFAULT.**

**Remedies, No Waiver.** The remedies provided for in this Agreement, the Related Documents, and by law are cumulative and not exclusive. Lender reserves the right to exercise some, all, or none of its rights and reserves the right to exercise any right at any time that Lender has the right, without regard to how much time has passed since the right arose. Lender may exercise its rights in its sole, absolute discretion.

**Acceleration, Setoff.** Upon an Event of Default, the Loan and the Indebtedness may, at Lender's sole option, be declared immediately due and payable. Lender may apply the Parties' bank accounts and any other property held by Lender against the Indebtedness.

**ATTORNEYS' FEES AND OTHER COSTS.** Borrower agrees to pay all of Lender's costs and expenses incurred in connection with the enforcement of this Agreement, including without limitation, reasonable attorneys' fees, to the extent permitted by law.

**EXPENSES.** The Parties agree to pay all of Lender's reasonable expenses incidental to perfecting Lender's security interests and liens, all insurance premiums, Uniform Commercial Code search fees, and all reasonable fees incurred by Lender for audits, inspection, and copying of the Parties' books and records. The Parties also agree to pay all reasonable costs and expenses of Lender in connection with the enforcement of Lender's rights and remedies under this Agreement, the Related Documents, and any other agreement between one or more Parties and Lender, and in connection with the preparation of all amendments, modifications, and waivers of consent with respect to this Agreement, including reasonable attorneys' fees.

**GOVERNING LAW/PARTIAL ILLEGALITY.** This Agreement and the Related Documents are and will be governed by, and the rights of the Parties will be determined by the laws of the state of Virginia except to the extent that federal law controls. If any part, term, or provision of this Agreement is determined to be illegal or in conflict with state or federal law, the validity of the remaining portion or provisions of this Agreement will not be affected, unless the stricken portion or provision adversely affects Lender's risk of realizing Lender's anticipated return, in which case Lender may, in its sole discretion, deem the Loan matured.

**NOTICES.** All notices required under this Agreement must be in writing and will be considered given: (i) on the day of personal delivery, or (ii) one business day after deposit with a nationally recognized overnight courier service, or (iii) three business days after deposit with the United States Postal Service sent certified mail, return receipt requested. Any of these methods may be used to give notice. All notices must be sent to the party or parties entitled to notice at the addresses first set forth in this Agreement. Any Party may change its address for notice purposes on five days prior written notice to the other Parties.

**INTEGRATION AND AMENDMENT.** This Agreement and other written agreements among the Parties, including but not limited to the Related Documents, are the entire agreement of the Parties and will be interpreted as a group, one with the others. None of the Parties will be bound by anything not expressed in writing, and this Agreement cannot be modified except by a writing executed by those Parties burdened by the modification.

**FURTHER ACTION.** The Parties will, upon request of Lender, make, execute, acknowledge, and deliver to Lender the modified and additional instruments, documents, and agreements, and will take the further action that is reasonably required, to carry out the intent and purpose of this transaction.

**CONTINUING EFFECT.** Unless superseded by a later Business Loan Agreement, this Agreement will continue in full force and effect until all of the Parties' obligations to Lender are fully satisfied and the Loan and Indebtedness are fully repaid.

**HEADINGS.** All headings in this Agreement are included for reference only and do not have any effect on the interpretation of this Agreement.

**COUNTERPARTS.** This Agreement may be executed by the Parties using any number of copies of the Agreement. All executed copies taken together will be treated as a single Agreement.

**TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.

**TRANSFERS.** Borrower may not assign or transfer its rights or obligations under this Agreement without Lender's prior written consent. Lender may transfer its interest in Lender's sole discretion. Borrower waives all rights of offset and counterclaim Borrower has against Lender. The purchaser of a participation in the loan may enforce its interest regardless of any claims or defenses Borrower has against Lender.

**JURISDICTION.** The Parties agree to waive any objection to jurisdiction or venue on the ground that the Parties are not residents of Lender's locality. The Parties authorize any action brought to enforce the Parties' obligations to be instituted and prosecuted in any state court having jurisdiction or in the United States District Court for the District that includes Lender's location as set forth at the beginning of this Agreement. The Parties authorize Lender to elect the court at Lender's sole discretion.

**ORAL AGREEMENTS DISCLAIMER.** This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**By signing this Agreement, Borrower acknowledges reading, understanding and agreeing to all its provisions and receipt of a copy hereof.**

TOWN OF FARMVILLE

| | |
|---|---|
| By: JULIE A MOORE Date | By: C SCOTT DAVIS Date |
| Its: Finance Director | Its: Town Manager |

**LENDER:** Benchmark Community Bank

By: Teresa Stewart Date
Its: VP/Business Banker

**COMMERCIAL PROMISSORY NOTE**
**Officer: Teresa Stewart**

BENCHMARK
COMMUNITY BANK

| LOAN NUMBER | NOTE DATE | PRINCIPAL AMOUNT | MATURITY DATE | TRANSACTION KEY | OFFICER |
|---|---|---|---|---|---|
| 5025392005 | July 15, 2025 | $963,500.00 | July 15, 2030 | 79120 | Teresa Stewart |
| **LOAN PURPOSE:** Lease-Purchase 10 various vehicles for Town of Farmville | | | | | |

**BORROWER INFORMATION**
TOWN OF FARMVILLE
PO BOX 368
FARMVILLE, VA 23901-0368

**NOTE.** This Commercial Promissory Note will be referred to in this document as the "Note."

**LENDER.** "Lender" means Benchmark Community Bank whose address is 1577 South Main Street, P.O. Box 246, Farmville, Virginia 23901, its successors and assigns.

**BORROWER.** "Borrower" means each person or legal entity identified above in the BORROWER INFORMATION section who signs this Note.

**PROMISE TO PAY.** For value received, receipt of which is hereby acknowledged, on or before July 15, 2030 (the "Maturity Date"), the Borrower promises to pay the principal amount of Nine Hundred Sixty-three Thousand Five Hundred and 00/100 Dollars ($963,500.00) and all interest on the outstanding principal balance and any other charges, including service charges, to the order of Lender at its office at the address noted above or at such other place as Lender may designate in writing. The Borrower will make all payments in lawful money of the United States of America.

**PAYMENT SCHEDULE.** This Note will be paid according to the following schedule: 9 consecutive payments of principal and interest in the amount of $107,980.98 beginning on January 15, 2026 and continuing on the same day of each semi-annual period thereafter. This will be followed by 1 payment of principal and interest in the amount of $107,980.95 on July 15, 2030. The unpaid principal balance of this Note, together with all accrued interest and charges owing in connection therewith, shall be due and payable on the Maturity Date.

**APPLICATION OF PAYMENTS.** All payments received by the Lender from the Borrower for application to this Note may be applied to the Borrower's obligations under this Note in such order as determined by the Lender.

**INTEREST.**

**Interest Rate and Scheduled Payment Changes.** Interest will begin to accrue on July 15, 2025 . The interest rate on this Note will be fixed at 4.250 % per annum.

**Compliance with Law.** Nothing contained herein shall be construed as to require the Borrower to pay interest at a greater rate than the maximum allowed by law. If, however, from any circumstances, Borrower pays interest at a greater rate than the maximum allowed by law, the obligation to be fulfilled will be reduced to an amount computed at the highest rate of interest permissible under applicable law and if, for any reason whatsoever, Lender ever receives interest in an amount which would be deemed unlawful under applicable law, such interest shall be automatically applied to amounts owed, in Lender's sole discretion, or as otherwise allowed by applicable law.

**Accrual Method.** Interest on this Note is calculated on an Actual/365 day basis.

**Default Rate.** The unpaid balance of this loan after the Maturity Date, whether by acceleration or otherwise, shall be subject to a post-maturity rate of interest equal to the same basis as interest accrues before maturity..

**LATE PAYMENT CHARGE.** If any required payment is more than 10 days late, then at Lender's option, Lender will assess a late payment charge of 5.000% of the amount of the regularly scheduled payment then past due, subject to a maximum charge of $500.00 and a minimum charge of $0.01.

**PREPAYMENT PENALTY.** This Note may be prepaid, in full or in part, at any time, without penalty.

**RIGHT OF SET-OFF.** To the extent permitted by law, Borrower agrees that Lender has the right to set-off any amount due and payable under this Note, whether matured or unmatured, against any amount owing by Lender to Borrower including any or all of Borrower's accounts with Lender. This shall include all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. Such right of set-off may be exercised by Lender against Borrower or against any assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor of Borrower, or against anyone else claiming through or against Borrower or such assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor, notwithstanding the fact that such right of set-off has not been exercised by Lender prior to the making, filing or issuance or service upon Lender of, or of notice of, assignment for the benefit of creditors, appointment or application for the appointment of a receiver, or issuance of execution, subpoena or order or warrant. Lender will not be liable for the dishonor of any check when the dishonor occurs because Lender set-off a debt against Borrower's account. Borrower agrees to hold Lender harmless from any claim arising as a result of Lender exercising Lender's right to set-off.

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, mortgages, deeds of trust, deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments, and any other documents or agreements executed in connection with the indebtedness evidenced hereby this Note whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Note by reference thereto, with the same force and effect as if fully set forth herein.

**DEFAULT.** Upon the occurrence of any one of the following events (each, an "Event of Default" or "default" or "event of default"), Lender's obligations, if any, to make any advances will, at Lender's option, immediately terminate and Lender, at its option, may declare all indebtedness of Borrower to Lender under this Note immediately due and payable without further notice of any kind notwithstanding anything to the contrary in this Note or any other agreement: (a) Borrower's failure to make any payment on time or in the amount due; (b) any default by Borrower under the terms of this Note or any other Related Documents; (c) any default by Borrower under the terms of any other agreement between Lender and Borrower; (d) the death, dissolution, or termination of existence of Borrower or any guarantor; (e) Borrower is not paying Borrower's debts as such debts become due; (f) the commencement of any proceeding under bankruptcy or insolvency laws by or against Borrower or any guarantor or the appointment of a receiver; (g) any default under the terms of any other indebtedness of Borrower to any other creditor; (h) any writ of attachment, garnishment, execution, tax lien or similar instrument is issued against any collateral securing the loan, if any, or any of Borrower's property or any judgment is entered against Borrower or any guarantor; (i) any part of Borrower's business is sold to or merged with any other business, individual, or entity; (j) any representation or warranty made by Borrower to Lender in any of the Related Documents or any financial statement delivered to Lender proves to have been false in any material respect as of the time when made or given; (k) if any guarantor, or any other party to any Related Documents terminates, attempts to terminate or defaults under any such Related Documents; (l) Lender has deemed itself insecure or there has been a material adverse change of condition of the financial prospects of Borrower or any collateral securing the obligations owing to Lender by Borrower. Upon the occurrence of an event of default, Lender may pursue any remedy available under any Related Document, at law or in equity.

**GENERAL WAIVERS.** To the extent permitted by law, the Borrower severally waives any required notice of presentment, demand, acceleration, intent to accelerate, protest, and any other notice and defense due to extensions of time or other indulgence by Lender or to any substitution or release of collateral. No failure or delay on the part of Lender, and no course of dealing between Borrower and Lender, shall operate as a waiver of such power or right, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right.

**JOINT AND SEVERAL LIABILITY.** The liability of all parties obligated in any manner under this Note shall be joint and several, to the extent of their respective obligations.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Note is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Note without invalidating the remainder of either the affected provision or this Note.

**SURVIVAL.** The rights and privileges of the Lender hereunder shall inure to the benefits of its successors and assigns, and this Note shall be binding on all heirs, executors, administrators, assigns, and successors of Borrower.

**ASSIGNABILITY.** Lender may assign, pledge or otherwise transfer this Note or any of its rights and powers under this Note without notice, with all or any of the obligations owing to Lender by Borrower, and in such event the assignee shall have the same rights as if originally named herein in place of Lender. Borrower may not assign this Note or any benefit accruing to it hereunder without the express written consent of the Lender.

**ORAL AGREEMENTS DISCLAIMER.** This Note represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**GOVERNING LAW.** This Note is governed by the laws of the state of Virginia except to the extent that federal law controls.

**HEADING AND GENDER.** The headings preceding text in this Note are for general convenience in identifying subject matter, but have no limiting impact on the text which follows any particular heading. All words used in this Note shall be construed to be of such gender or number as the circumstances require.

**ATTORNEY'S FEES, COSTS, AND EXPENSES.** Borrower agrees to pay all of Lender's costs, fees, and expenses arising out of or related to the enforcement of this Note or the relationship between the parties. Included in the fees that Lender may recover from Borrower are the reasonable attorney's fees that Lender incurs, including all fees incurred in the course of representing Lender before, during, or after any lawsuit, arbitration, or other proceeding and those incurred in appeals, whether the issues arise out of contract, tort, bankruptcy, or any other area of law. Included in the costs and expenses which Lender may recover are all court, alternative dispute resolution or other collection costs, and all expenses incidental to perfecting Lender's security interests and liens, preserving the collateral (including payment of taxes and insurance), records searches, and expenses related to audits, inspection, and copying. All costs and expenses Lender is entitled to recover shall accrue interest at the highest rate set forth hereunder or in any of the Related Documents.

**By signing this Note, Borrower acknowledges reading, understanding, and agreeing to all its provisions and receipt hereof.**

TOWN OF FARMVILLE

By: JULIE A MOORE Date
Its: Finance Director

By: C SCOTT DAVIS Date
Its: Town Manager

**LENDER:** Benchmark Community Bank

By: Teresa Stewart Date
Its: VP/Business Banker

**COMMERCIAL LOAN SETTLEMENT STATEMENT**
**Officer: Teresa Stewart**

BENCHMARK
COMMUNITY BANK

| LOAN NUMBER | AGREEMENT DATE | TRANSACTION KEY |
|---|---|---|
| 5025392005 | July 15, 2025 | 79120 |

**BORROWER INFORMATION**
TOWN OF FARMVILLE
PO BOX 368
FARMVILLE, VA 23901-0368

**BORROWER.** The term "Borrower" means each person or legal entity identified above in the BORROWER INFORMATION section.

**LENDER.** "Lender" is Benchmark Community Bank whose address is 1577 South Main Street, P.O. Box 246, Farmville, Virginia 23901.

| | |
|---|---|
| **TOTAL LOAN AMOUNT** | $963,500.00 |

| DISBURSEMENTS | |
|---|---|
| **AMOUNT GIVEN DIRECTLY TO BORROWER** | $0.00 |
| **AMOUNTS PAID TO OTHERS ON BORROWERS BEHALF** | |
| Town of Farmville | $963,500.00 |
| **TOTAL FUNDS DISBURSED** | $963,500.00 |

DRAFT

By signing this Settlement Statement, each Borrower acknowledges reading, understanding and receiving a copy of a completed copy of this statement.

TOWN OF FARMVILLE

By: JULIE A MOORE Date
Its: Finance Director

By: C SCOTT DAVIS Date
Its: Town Manager

**ERROR AND OMISSIONS COMPLIANCE AGREEMENT**
**Officer: Teresa Stewart**

BENCHMARK COMMUNITY BANK

| LOAN NUMBER | DATE | TRANSACTION KEY | OFFICER |
|---|---|---|---|
| 5025392005 | July 15, 2025 | 79120 | Teresa Stewart |

**BORROWER INFORMATION**
TOWN OF FARMVILLE
PO BOX 368
FARMVILLE, VA 23901-0368

---

**LENDER.** "Lender" means Benchmark Community Bank whose address is 1577 South Main Street, P.O. Box 246, Farmville, Virginia 23901, its successors and assigns.

**BORROWER.** "Borrower" means TOWN OF FARMVILLE.

In consideration of all loans and other financial accommodations from Lender to Borrower, the undersigned hereby agree upon request by Lender or its agent to fully cooperate and take any and all steps and actions deemed necessary or desirable, in the reasonable discretion of Lender, to modify, amend, revise, or otherwise adjust any and all loan documents to resolve any errors or omissions or to ensure compliance with any applicable law, regulation, rule, or ordinance.

The undersigned agree to comply with all above noted requests by Lender within 30 days from date of mailing of said requests. The undersigned agree to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees, and marketing losses for failing to comply with correction requests in the above noted time period.

**By signing this Error and Omissions Compliance Agreement, the undersigned acknowledge reading, understanding, and agreeing to all its provisions.**

TOWN OF FARMVILLE

By: JULIE A MOORE Date
Its: Finance Director

By: C SCOTT DAVIS Date
Its: Town Manager

DRAFT

**RESOLUTION**
**GOVERNMENTAL ENTITY**
**Officer: Teresa Stewart**

BENCHMARK
COMMUNITY BANK

| LOAN NUMBER | SUPERSEDED RESOLUTION DATE | RESOLUTION DATE | TRANSACTION KEY | OFFICER |
|---|---|---|---|---|
| 5025392005 | September 15, 2022 | July 15, 2025 | 79120 | Teresa Stewart |

## GOVERNMENT AGENCY INFORMATION

TOWN OF FARMVILLE
PO BOX 368
FARMVILLE, VA 23901-0368

## GUARANTEED BORROWER INFORMATION

TOWN OF FARMVILLE
PO BOX 368
FARMVILLE, VA 23901-0368

DRAFT

By signing below, I certify to Benchmark Community Bank ("Lender") that: I am the properly elected or appointed Financial Director of TOWN OF FARMVILLE, which is properly established and existing under the laws of the State of Virginia; the adoption and execution of this Resolution is permitted and in accordance with law and authority of TOWN OF FARMVILLE, as in effect as of the date of this Resolution to the Lender; this Resolution was properly adopted at and contained in the minutes of a duly called meeting of TOWN OF FARMVILLE, on July 9, 2025. The Resolution is still in force and effect and has not been amended or rescinded; the Lender may rely upon our certification as to our authority to adopt and execute this Resolution and to make the representation in this Resolution; provided below are the correct titles and names and the genuine signatures of the persons authorized to exercise the powers provided in the Resolution ("Authorized Signers") and we have the power and authority to make this certification and to execute this Resolution.

**IT IS RESOLVED:**

**The Authorized Signers shall possess the powers indicated as contained in this Resolution. Each power has a designated Authority Code that indicates the powers available to each Authorized Signer.**

| NAME/TITLE | SIGNATURE | AUTHORITY CODE/LIMITATIONS |
|---|---|---|
| JULIE A MOORE<br>Finance Director | | L1, L2, L3, L4, L5, L6, L7, L8 |
| C SCOTT DAVIS<br>Town Manager | | L1, L2, L3, L4, L5, L6, L7, L8 |

**BORROW MONEY. [Authority Code - L1]** As in their judgment, to borrow from time to time from Lender, on such terms as may be agreed upon between the Governmental Entity and Lender, such sum or sums of money without limitation.

Number of signers required: 2

**EXECUTE NOTES. [Authority Code - L2]** To execute and deliver to Lender the promissory note(s), or other evidence of credit accommodations of the Governmental Entity, on Lender's forms, at such rates of interest and on such terms as may be agreed upon evidencing the sums of money so borrowed or any indebtedness of the Governmental Entity to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Number of signers required: 2

**GRANT SECURITY. [Authority Code - L3]** To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender, as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed including any amendments to or modifications, renewals, and extensions of such promissory notes, or any other or further indebtedness of the Governmental Entity or any third party to Lender at any time owing, however the same may be evidenced, any property now or hereafter belonging to the Governmental Entity or in which the Governmental Entity now or hereafter may have an interest, including without limitation all real property and all personal property (tangible or intangible) of the Governmental Entity. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated, or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated, or encumbered.

Number of signers required: 2

**EXECUTE SECURITY DOCUMENTS. [Authority Code - L4]** To execute and deliver to Lender the forms of mortgage, deed of trust, pledge, agreement, hypothecation agreement, and other security agreements and financing statements which may be submitted by Lender, and which shall evidence the terms and conditions under and pursuant to which liens and encumbrances, or any of them are given; and also to execute and deliver to Lender any authorizations and other written instruments, any chattel paper, or any other collateral, of any kind or nature, which they may at their discretion deem reasonably necessary or proper in connection with or pertaining to the giving and perfecting of liens and encumbrances.

Number of signers required: 2

**NEGOTIATE ITEMS. [Authority Code - L5]** To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Governmental Entity in which the Governmental Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the account of the Governmental Entity with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Number of signers required: 2

**ADVANCE UNDER LINE OF CREDIT. [Authority Code - L6]** In the case of lines of credit, to designate additional or alternative individuals as being authorized to request advances thereunder, and in all cases, to perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, (including agreements waiving the right to a trial by jury) as they may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of these Resolutions. The persons indicated herein are currently authorized to request advances and authorize payments under the line of credit until Lender receives written notice or revocation of their authority.

Number of signers required: 2

**GUARANTEE INDEBTEDNESS. [Authority Code - L7]** To give the guarantee of this Governmental Entity for the debts of the Guaranteed Borrower to Lender, from time to time, on Lender's forms and upon such terms as this Governmental Entity, Guaranteed Borrower, and Lender may deem necessary.

Number of signers required: 2

**ENTER INTO LEASE AGREEMENTS. [Authority Code - L8]** To enter into any form of personal property or fixture lease with Lender, upon such terms as this Governmental Entity and Lender may agree.

Number of signers required: 2

**IT IS FURTHER RESOLVED THAT:**

**AUTHORIZED SIGNER'S POWERS.** Authorized Signers are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.

**SIGNATURES.** The Lender shall be indemnified and held harmless by the Governmental Entity for any claims, expenses, damages or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the Lender. The Lender shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized Signer and shall be indemnified and held harmless by the Governmental Entity for any claims, expenses, damages or attorney fees resulting from their use.

**IMPROPER ENDORSEMENT.** Any negotiable instrument, check, draft, or order for the payment of moneys not clearly endorsed by the Authorized Signer may be returned to the Governmental Entity by the Lender. The Lender, in its sole discretion, alternatively may endorse on behalf of the Governmental Entity any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Lender shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

**DISPOSITION OF FUNDS.** When withdrawal or transfer powers are granted to an Authorized Signer, the Lender is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from and charge to any depository account(s) of the Governmental Entity, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

**PRIOR ENDORSEMENTS.** All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Governmental Entity.

**PRE-RESOLUTION TRANSACTIONS.** All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted and confirmed by the Governmental Entity.

**WARRANTY.** The Lender may rely upon the certification as to the authority of the Governmental Entity to execute this Resolution and make the representations in this Resolution.

**NOTIFICATION OF CHANGES.** The Governmental Entity shall notify Lender in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

**REVOCATION AND MODIFICATION.** An act ("Act") to modify, terminate, amend or replace this Resolution will not immediately affect the ability of the Lender to rely upon this Resolution. The Act shall not affect any action by the Lender in reliance on this

Resolution before the date the Act becomes effective as set forth in the next sentence. An Act will not become effective until all of the following occur: (a) Lender receives written notification of the Act in form and substance satisfactory to Lender and (b) the Lender has had a reasonable period of time to act upon such notification. Until the Act is effective, this Resolution shall remain in full force and bind the Governmental Entity, its legal representatives, heirs, successors and assigns.

**FACSIMILE SIGNATURES.** The Lender shall be entitled to honor and charge the Governmental Entity for all such negotiable instrument, checks, drafts, or other orders for payment of money drawn in the name of the Governmental Entity, on its regular accounts, including an order for electronic debit, whether by electronic tape or otherwise, regardless of by whom or by what means facsimile signatures or other non-manual signature (collectively, "Facsimile Signatures") may have been affixed, or electronically communicated, if such Facsimile Signatures resembles the specimens duly certified to or filed with the Lender for any of the named Authorized Signers, regardless of whether any misuse is with or without the negligence of the Governmental Entity. The Governmental Entity agrees that the duty of maintaining the security of any such Facsimile Signatures or device by which it is affixed is solely that of the Governmental Entity.

**By signing this Resolution, I acknowledge reading, understanding, and agreeing to all of its provisions and certify, personally and on behalf of the Governmental Entity, that all statements made in this Resolution are true and correct.**

______________________________

Julie Moore Date
Financial Director

# Town of Farmville

# Agenda Item Summary

**MEETING DATE:** July 9, 2025

**ITEM NUMBER:** 15.a. – 2.2-3711 A.1. Discussion of performance of the Town Manager and Clerk of Council

---

**BACKGROUND:** Mr. Mayor,
I move that the Farmville Town Council convene in closed meeting pursuant to the Code of Virginia, in accordance with the provisions of paragraph A.1.of Section 2.2-3711, for the discussion of performance of the Town Manager and Clerk of Council.

CERTIFICATION OF CLOSED MEETING

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

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

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

**RECOMMENDATION:**

**FISCAL IMPACT:**

**ATTACHMENTS:** None