Town of Farmville
Town Council

August 6, 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. **Adoption of Agenda**
4. **Declaration of Personal Interest**
5. **Finance Report**
    a. Report by Julie Moore, Deputy Town Manager/Finance Director
6. **Award of Next Generation 911 Grant for Emergency Communications**
7. **Discussion: Sidewalk Asset Management Plan**
8. **Discussion: Amending Sidewalk Ordinance**
9. **PPEA Procurement Method**
    a. Proposed Ordinance No. 240
10. **Discussion: Farmville Regional Airport Lease**
    a. Proposed Resolution No. 2025-08-02
11. **Memorandum of Understanding - Joint Emergency Communications Center**
    a. Proposed Resolution No. 2025-08-03
12. **Town Manager's Report**
13. **Comments by Mayor and Town Council**

Town of Farmville

Agenda Item Summary

MEETING DATE: August 6, 2025

ITEM NUMBER: 5.a. – Report by Julie Moore, Deputy Town Manager/Finance Director

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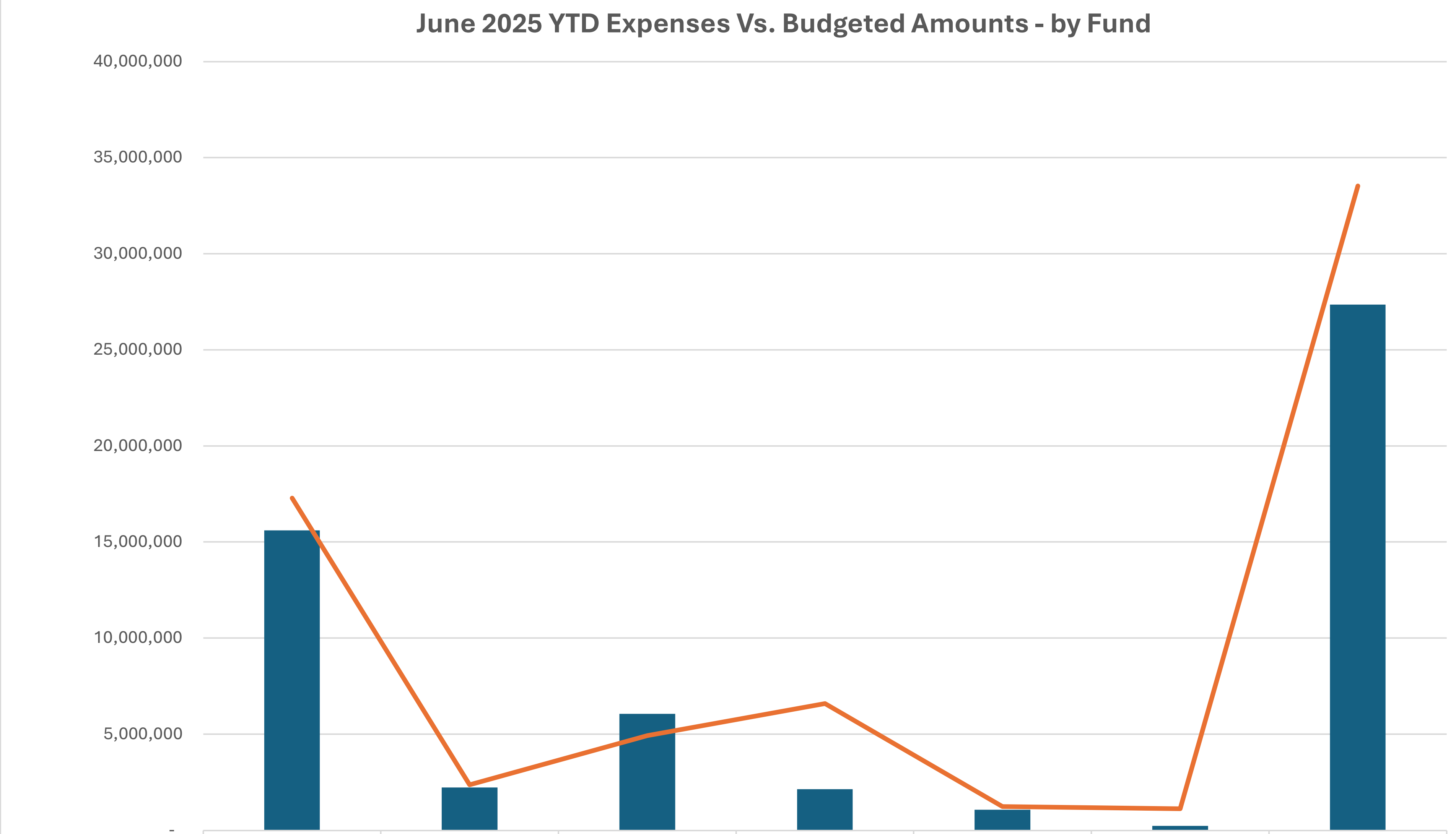
BACKGROUND:

RECOMMENDATION:

FISCAL IMPACT:

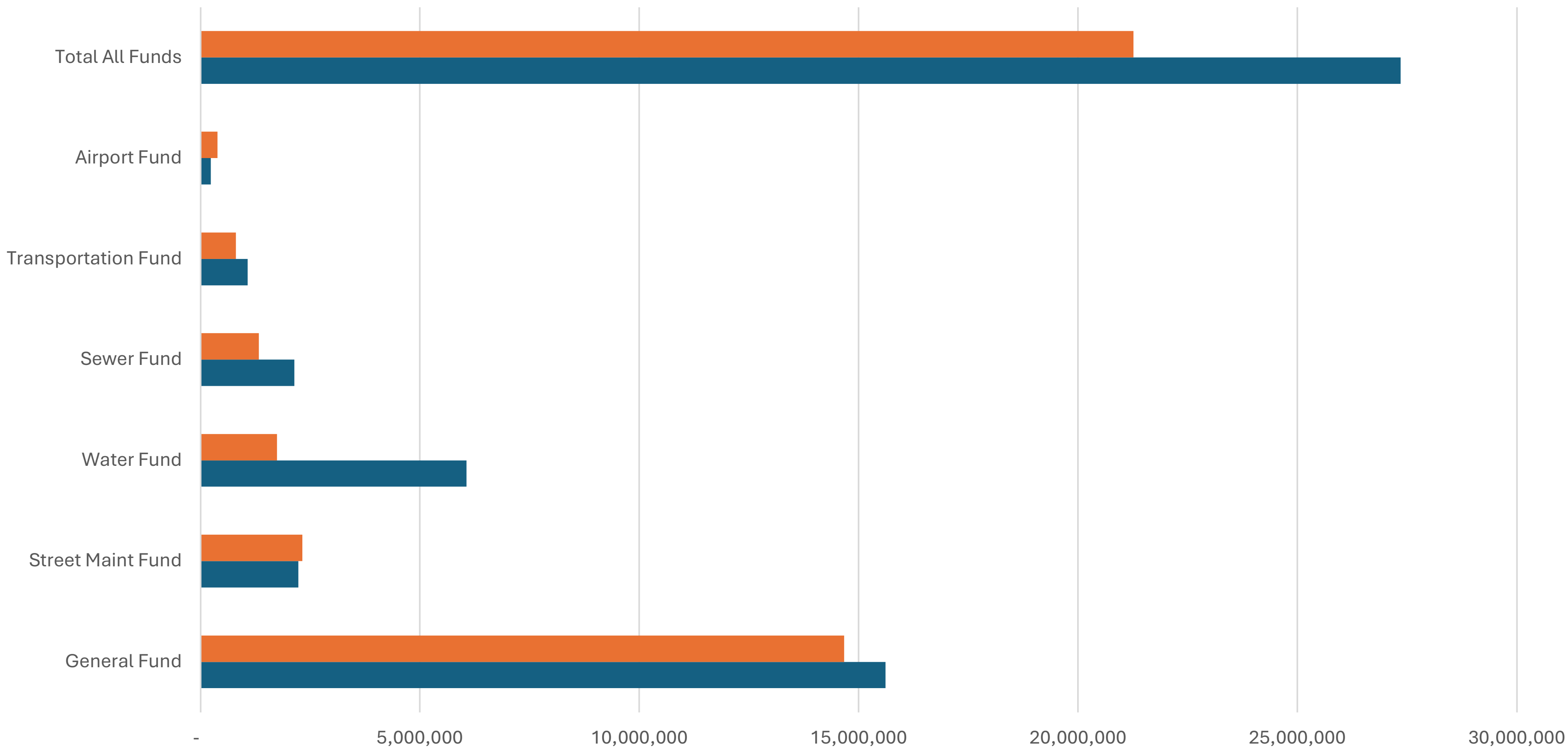
ATTACHMENTS:

1. Expense - All Vs Budget - June 2025
2. Expense - All Vs PY - June 2025
3. Expense - Dept Vs Budget - June 2025
4. Expense - Dept Vs PY - June 2025
5. Revenue - All Funds Vs Budget - June 2025
6. Revenue - All Funds Vs PY - June 2025
7. Revenue - GF Vs Budget - June 2025
8. Revenue - GF Vs PY - June 2025
9. Revenue Report - June 2025
10. Salary Report - June 2025



	General Fund	Street Maint Fund	Water Fund	Sewer Fund	Transportation Fund	Airport Fund	Total All Funds
CY Expense	15,610,029	2,232,116	6,062,225	2,139,438	1,076,167	233,205	27,353,180
12 Mo. Budget	17,287,322	2,363,472	4,927,888	6,587,775	1,237,330	1,121,087	33,524,874

Fund Total Expenses Current Year Vs. Prior Year - June 2025



	General Fund	Street Maint Fund	Water Fund	Sewer Fund	Transportation Fund	Airport Fund	Total All Funds
PY Expenses	14,672,022	2,324,107	1,742,979	1,331,690	809,309	385,605	21,265,713
CY Expense	15,610,029	2,232,116	6,062,225	2,139,438	1,076,167	233,205	27,353,180

PY Expenses   CY Expense

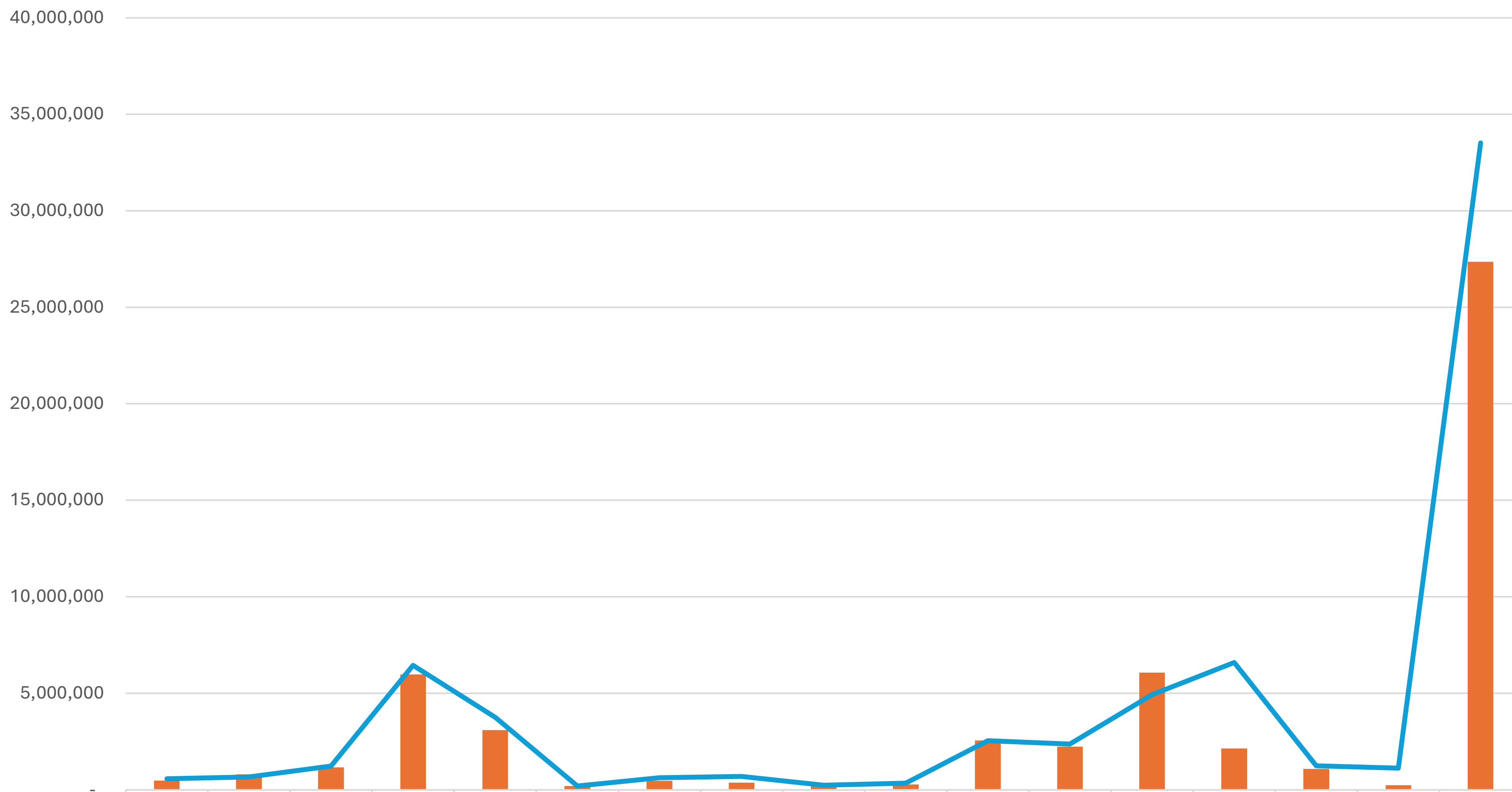
Notes on comparisons:

Water Fund: The ABM payments made during the year increased the Water fund expenses, along with the ARPA Oxidation tank project.

Sewer Fund: Increase due to the service truck with a crane and chemicals ordered in July 2024.

Airport Fund: In the prior year, a project, Taxiway Pavement Construction, was ongoing; no such project is currently underway in FY25.

June 2025 - YTD Expenses Vs. 12 Month Budget



	Leg. Dept	Town Manager	Finance	Public Safety	Public Works	Library	Comm. Dev	Rec. Dept.	Eco Dev Incent	Info. Tech	Non-Depart.	Street Maint	Water Fund	Sewer Fund	Trans. Fund	Airport Fund	Total All Funds
FY25 Expense	480,405	800,318	1,164,051	5,977,584	3,085,767	194,371	465,999	373,679	244,499	269,509	2,553,847	2,232,116	6,062,225	2,139,438	1,076,167	233,205	27,353,180
12 Mo. Budget	567,548	662,783	1,227,703	6,446,163	3,746,400	199,503	617,069	691,183	239,429	347,090	2,542,451	2,363,472	4,927,888	6,587,775	1,237,330	1,121,087	33,524,874

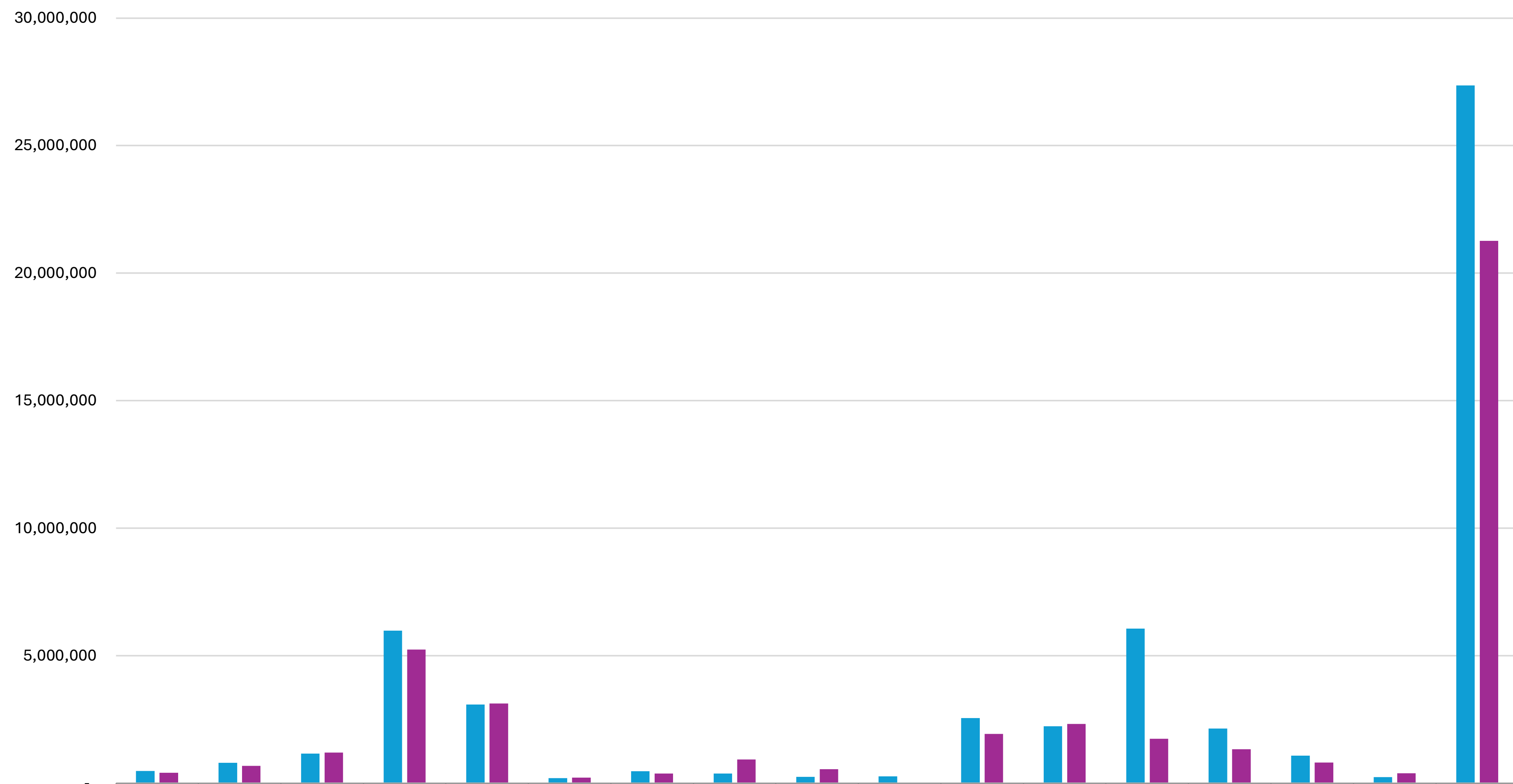
FY25 Expense 12 Mo. Budget

Current Year Vs. Budget Notes:

Town Manager: Engineering fees for Hurt & Proffitt for the manhole study that was not budgeted.

Non-Departmental: In FY25, a new capital asset was acquired through a lease purchase. This expenditure was not included in the budget because the amount was unknown at the time the budget was prepared.

Current June 2025 Vs. Prior June 2024



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FY25 Expense	480,405	800,318	1,164,051	5,977,584	3,085,767	194,371	465,999	373,679	244,499	269,509	2,553,847	2,232,116	6,062,225	2,139,438	1,076,167	233,205	27,353,180
FY24 Expense	412,315	681,298	1,198,756	5,241,479	3,128,367	219,753	381,152	930,354	551,403	-	1,927,146	2,324,107	1,742,979	1,331,690	809,309	385,605	21,265,713

FY25 Expense FY24 Expense

Current Year Vs. Prior Year Notes:

Legislation: More medical compensation payout in FY25 than in FY24.

Town Manager: Engineering fees for Hurt & Proffitt for the manhole study occurred in FY25.

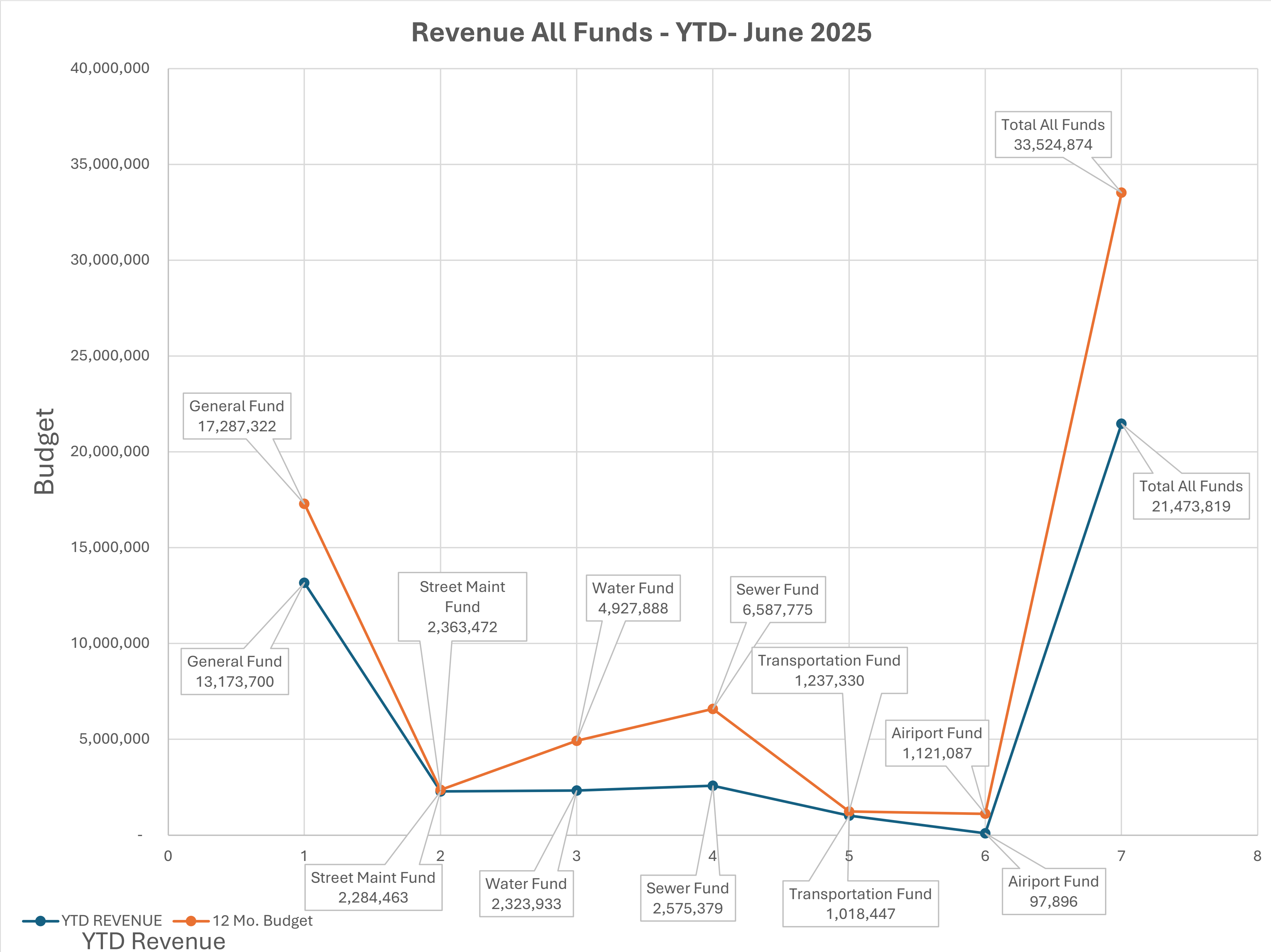
Police: A firefighter vehicle was purchased in FY25, whereas none were purchased in FY24. The Town also has made payments on the new fire radios in FY25. The Town also bought a new generator for the dispatch department in FY25.

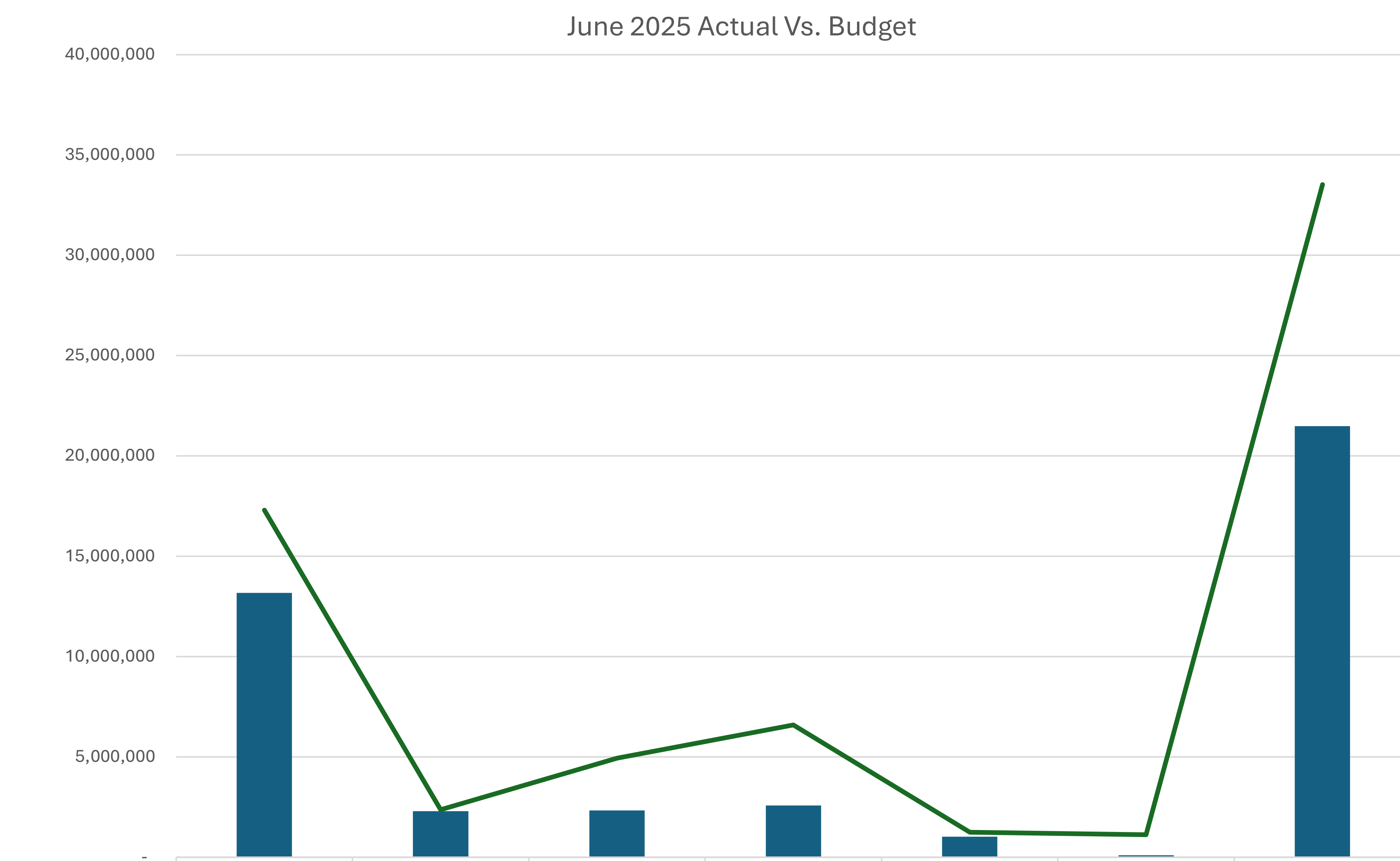
Community Development: In FY25, paid retail strategies earlier, along with the purchase of a vehicle.

Water Fund: The ABM interest payment made in July 2024 increased the Water fund expenses along with the ARPA Oxidation tank project.

Sewer Fund: Increase due to the service truck with a crane and chemicals ordered in July 2024.

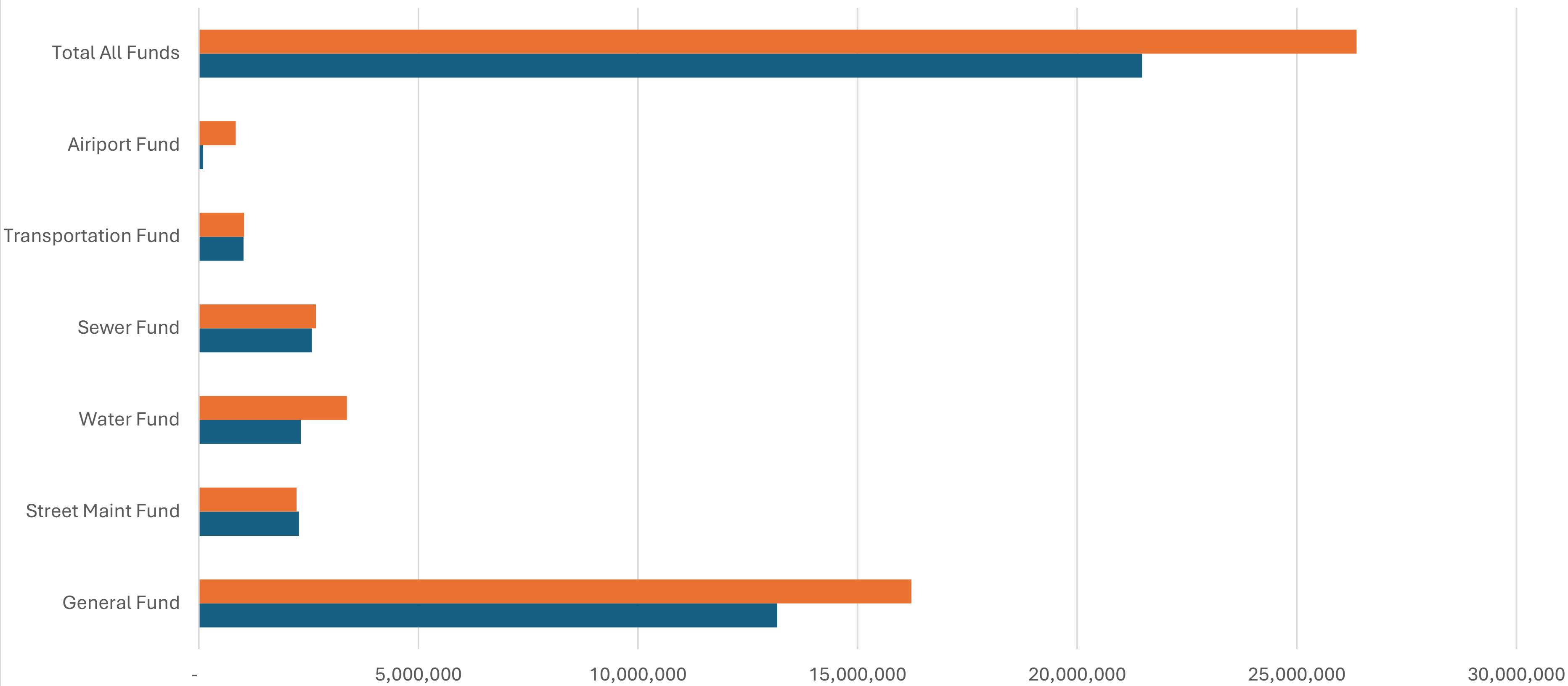
Airport Fund: In the prior year, a project, Taxiway Pavement Construction, was ongoing; no such project is currently underway in FY25.


Revenue All Funds - YTD- June 2025
Budget
40,000,000
35,000,000
30,000,000
25,000,000
20,000,000
15,000,000
10,000,000
5,000,000
-
0
1
2
3
4
5
6
7
8
General Fund 17,287,322
General Fund 13,173,700
Street Maint Fund 2,363,472
Street Maint Fund 2,284,463
Water Fund 4,927,888
Water Fund 2,323,933
Sewer Fund 6,587,775
Sewer Fund 2,575,379
Transportation Fund 1,237,330
Transportation Fund 1,018,447
Airiport Fund 1,121,087
Airiport Fund 97,896
Total All Funds 33,524,874
Total All Funds 21,473,819
YTD REVENUE
12 Mo. Budget
YTD Revenue



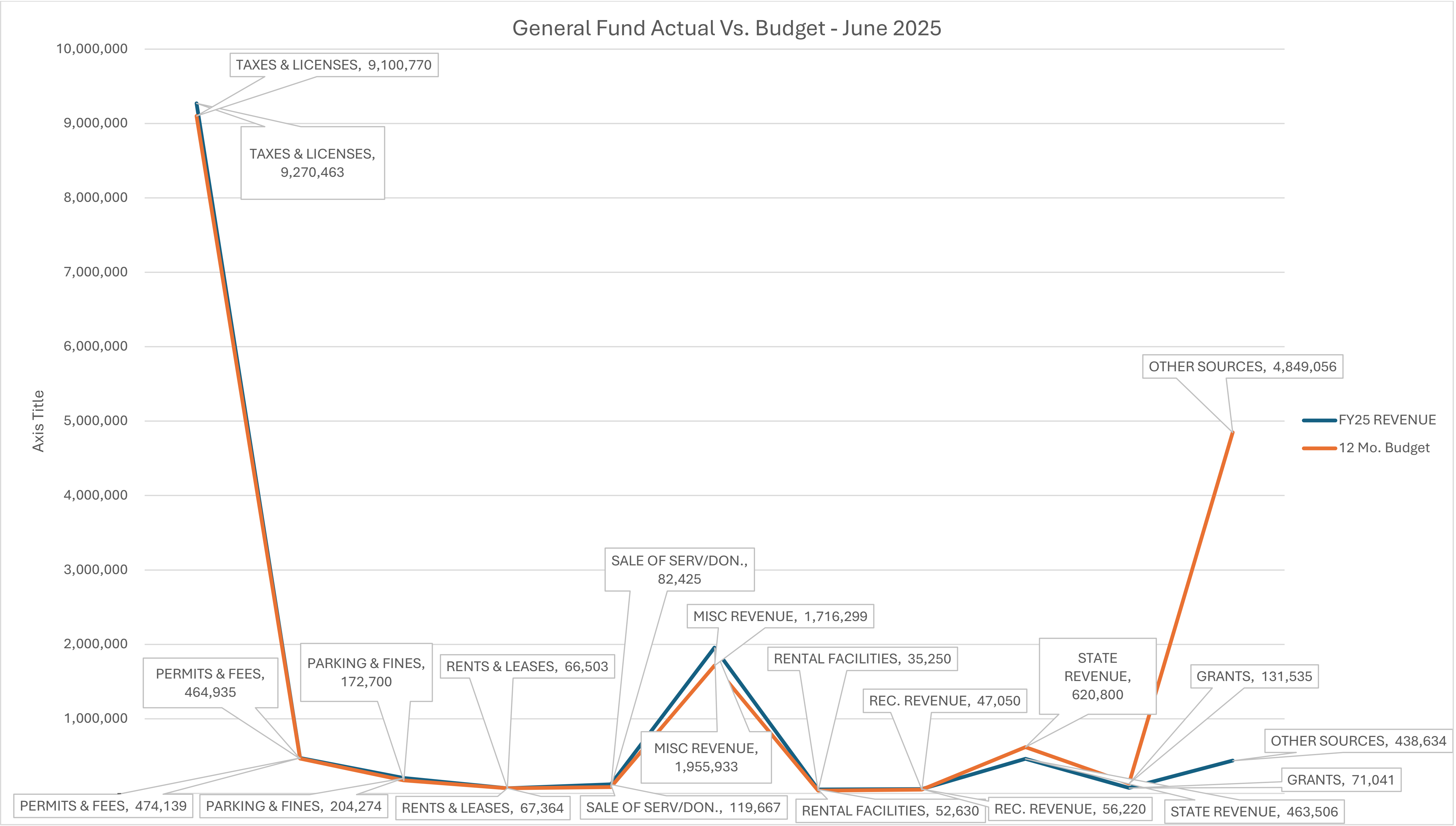
	General Fund	Street Maint Fund	Water Fund	Sewer Fund	Transportation Fund	Airiport Fund	Total All Funds
YTD REVENUE	13,173,700	2,284,463	2,323,933	2,575,379	1,018,447	97,896	21,473,819
12 Mo. Budget	17,287,322	2,363,472	4,927,888	6,587,775	1,237,330	1,121,087	33,524,874

CURRENT JUNE 2025 COMPARED TO PRIOR JUNE 2024 YTD REVENUE



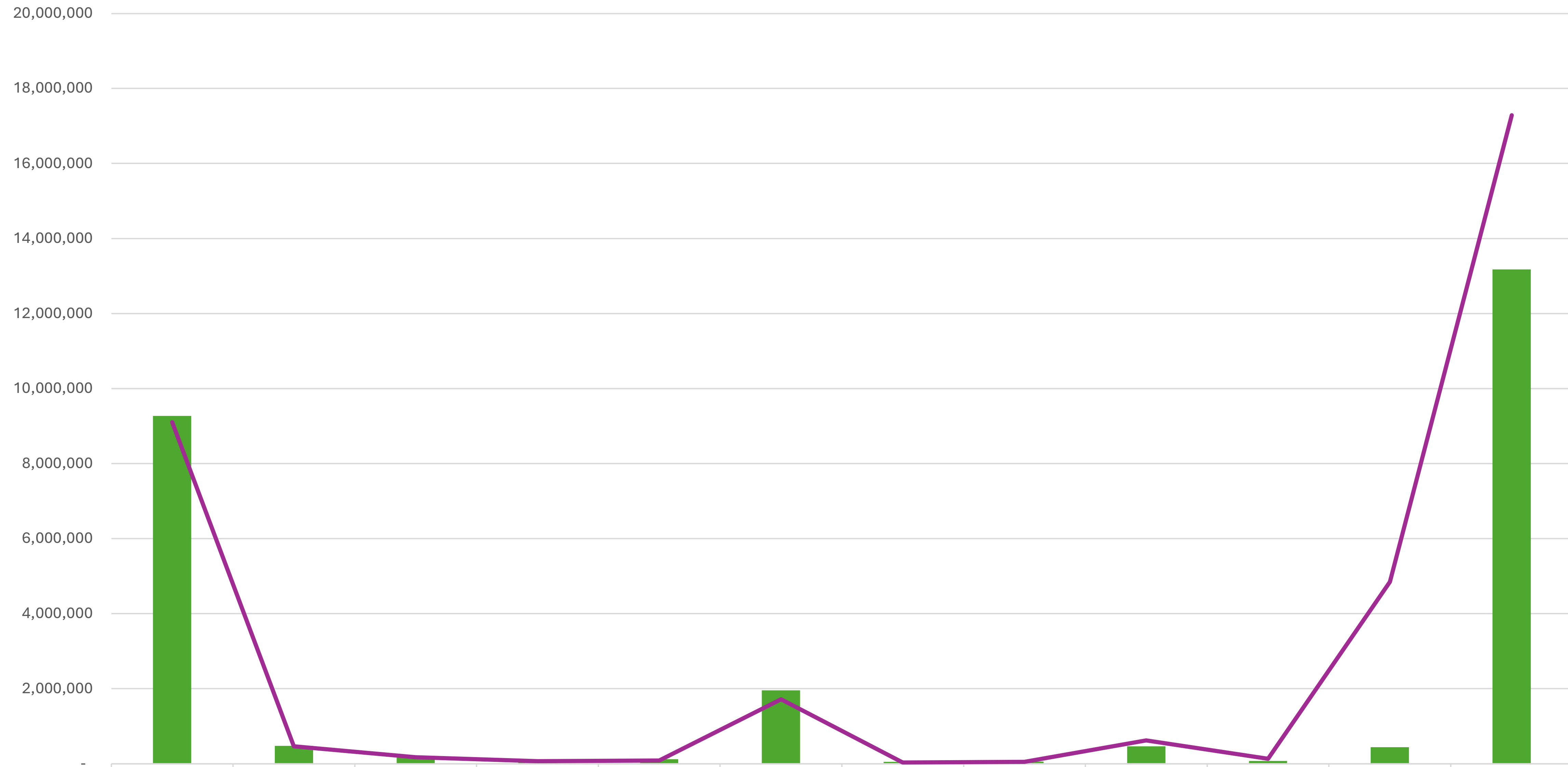
	General Fund	Street Maint Fund	Water Fund	Sewer Fund	Transportation Fund	Airiport Fund	Total All Funds
PY YTD REVENUE	16,224,045	2,224,346	3,371,249	2,670,027	1,029,586	841,088	26,360,342
YTD REVENUE	13,173,700	2,284,463	2,323,933	2,575,379	1,018,447	97,896	21,473,819

PY YTD REVENUE   YTD REVENUE



Note: Budget amounts are above the line, and actual amounts are below the line.

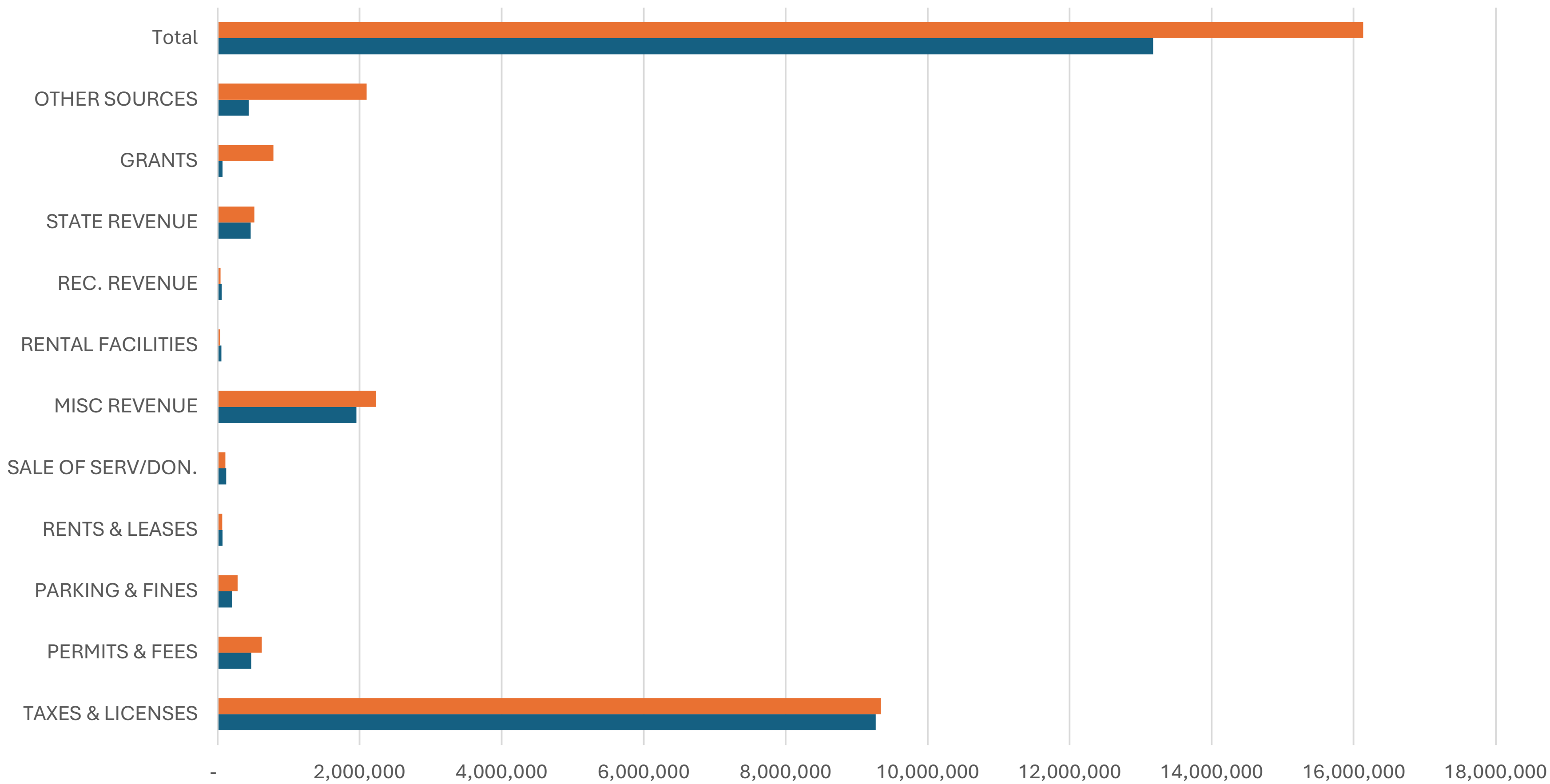
June 2025 General Fund - YTD Revenue Vs. Budget



	TAXES & LICENSES	PERMITS & FEES	PARKING & FINES	RENTS & LEASES	SALE OF SERV/DON.	MISC REVENUE	RENTAL FACILITIES	REC. REVENUE	STATE REVENUE	GRANTS	OTHER SOURCES	Total
FY25 REVENUE	9,270,463	474,139	204,274	67,364	119,667	1,955,933	52,630	56,220	463,506	71,041	438,634	13,173,871
12 Mo. Budget	9,100,770	464,935	172,700	66,503	82,425	1,716,299	35,250	47,050	620,800	131,535	4,849,056	17,287,323

FY25 REVENUE   12 Mo. Budget

June 2025 Actual vs. June 2024 Actual



	TAXES & LICENSES	PERMITS & FEES	PARKING & FINES	RENTS & LEASES	SALE OF SERV/DON.	MISC REVENUE	RENTAL FACILITIES	REC. REVENUE	STATE REVENUE	GRANTS	OTHER SOURCES	Total
FY24 REVENUE	9,339,589	623,346	282,724	66,003	108,878	2,228,952	36,318	42,654	517,662	787,100	2,099,109	16,132,335
FY25 REVENUE	9,270,463	474,139	204,274	67,364	119,667	1,955,933	52,630	56,220	463,506	71,041	438,634	13,173,871

FY24 REVENUE FY25 REVENUE

Notes on comparisons:

Taxes and Licenses: Some taxes are collected on a two-month delay. For the current fiscal year, June tax collections will not be recorded until the amounts are known, typically in August. Once the actual amounts are received, they are accrued back to the correct period (June). In the prior fiscal year, since the collections for June had already been received by the time of reporting, they were recorded in the June period as part of the accrual process.

Permits and Fees: No ICA per diem in FY25.

Parking and Fines: Fewer court fines were received in FY25.

Miscellaneous Revenue: Received insurance proceeds from stop light damage in FY24, and we received Prince Edward's final payment in FY24 on their portion of our bond.

Recreation Revenue: There was an increase in football registration and camp revenue compared to the prior year.

Grants: A grant for ARPA law enforcement was received in the previous fiscal year, but no such grant is noted for FY25. Additionally, ARPA funds were recognized in the General fund in FY24, whereas no comparable amount is noted for FY25.

Other Sources: In FY24, the Town recorded the money received for the ABM project; no such amounts occurred in FY25.

TOWN OF FARMVILLE
REVENUE REPORT
AS OF JUNE 30, 2025

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
10-1101-0001	CURRENT REAL PROP TAXES	1,669	801,018	810,000	98.8900
10-1102-0001	CURRENT PUBLIC SERVICE CORP TA	-	62,733	62,590	100.2300
10-1103-0001	CURRENT PERSONAL PROPERTY TAX	-	267,903	273,030	98.1200
10-1106-0001	PENALTIES-TAXES	132	4,505	1,500	300.3600
10-1106-0002	INTEREST-TAXES	114	1,980	1,500	132.0300
10-1106-0003	PENALTY-PP TAX	-	3,666	500	733.2600
10-1106-0004	INTEREST-PP TAX	-	273	150	182.2500
10-1107-0001	DELIQUENT TAXES	281	10,421	5,000	208.4200
10-1200-0001	CONSUMPTION TAX	-	27,849	27,000	103.1500
10-1201-0001	SALES TAX	-	414,781	450,000	92.1700
10-1202-0001	UTILITY TAX	-	351,912	360,000	97.7500
10-1203-0001	BUSINESS LICENSE TAX	2,823	1,721,385	1,620,000	106.2600
10-1203-0099	PENALTY-BUSINESS LICENSES	12	9,042	5,000	180.8300
10-1204-0001	BANK FRANCHISE TAXES	166,858	294,157	235,000	125.1700
10-1204-0004	RIGHT OF WAY ACCESS FEE	-	18,204	16,000	113.7700
10-1205-0001	MOTOR VEHICLE LICENSES	-	5,878	87,000	6.7600
10-1206-0001	COMMUNICATION SALES & USE TAX	-	285,004	360,000	79.1700
10-1210-0001	LODGING TAX	89,235	917,412	800,000	114.6800
10-1211-0001	FOOD TAX	344,185	3,924,332	3,800,000	103.2700
10-1211-0099	PENALTY/INT-FOOD/LODGING TAX	6	3,677	2,000	183.8500
10-1220-0001	SANITATION FEE	30,023	388,469	390,000	99.6100
10-1301-0001	FERN BEAUTIFICATION PROJECT	-	2,000	2,900	68.9700
10-1302-0002	BRANCH OUT TREE PROGRAM	-	125	5,000	2.5000
10-1302-0003	VFIC GRANT	-	9,421	15,000	62.8100
10-1303-0005	VARIANCE FEE	-	-	250	0.0000
10-1303-0006	CONDITIONAL-USE-PERMITS	-	1,000	500	200.0000
10-1303-0007	ZONING & RE-ZONING FEES	500	6,950	1,000	695.0000
10-1303-0008	BUILDING PERMITS	3,260	40,370	32,000	126.1600
10-1303-0009	SURVEYOR-SITE INSPEC-E&S,RENTAL EQUIP	-	300	200	150.0000

TOWN OF FARMVILLE
REVENUE REPORT
AS OF JUNE 30, 2025

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
10-1303-0010	PARTY BIKE PERMIT	-	365	365	100.0000
10-1303-0020	STATE SURCHRG-BLDG PERMIT FEE	81	798	500	159.5700
10-1303-0032	KARATE PROGRAM REVENUE	210	1,425	1,000	142.5000
10-1303-0033	PICKLEBALL PROGRAM REVENUE	-	225	500	45.0000
10-1303-0071	FOOTBALL PROGRAM REVENUE	110	20,264	21,250	95.3600
10-1303-0072	SOFTBALL PROGRAM REVENUE	-	-	1,500	0.0000
10-1303-0073	SUMMER CAMP REVENUE	455	27,668	18,250	151.6000
10-1303-0077	SPONSORSHIP-JINGLE BELL RUN	-	1,000	500	200.0000
10-1303-0078	REGISTRATION FEE-JINGLE BELL R	-	1,490	2,000	74.5000
10-1303-0079	REVENUE-ADULT BASKETBALL LEAGU	-	4,148	2,000	207.4000
10-1303-0084	ADULT SOFTBALL-REVENUE	-	-	50	0.0000
10-1307-0001	PLAN REVIEW-BLDG INSPECTOR	1,000	1,700	500	340.0000
10-1307-0002	CERTIFICATE OF OCCUPANCY-BLDG	-	-	100	0.0000
10-1308-0001	FINGERPRINT FEE	10	120	20	600.0000
10-1309-0001	SURVEYOR-PLAN REVIEW	-	-	500	0.0000
10-1311-0001	BURN PERMIT	-	800	400	200.0000
10-1401-0001	COURT FINES & COSTS	-	109,423	85,000	128.7300
10-1401-0002	PARKING FINES	2,362	22,735	25,000	90.9400
10-1401-0003	Parking Fines-Payments	(4,984)	(9,131)	-	0
10-1401-0004	LIENS ON REAL ESTATE	40	1,389	500	277.7600
10-1402-0003	E-CITATION	-	8,825	8,000	110.3100
10-1501-0001	INTEREST-REPO	5,419	109,348	155,087	70.5100
10-1501-0002	INT-BENCHMARK-ARPA-COVID-RESTRICTED	500	40,432	-	0
10-1501-0003	INTEREST-MEDICAL COMPENSATION	57	2,779	7,000	39.7100
10-1501-0004	INTEREST-ACCOUNTS RECEIVABLE	-	34	100	33.7200
10-1501-0006	INTEREST-MM-BENCHMARK-E911	21	252	50	504.7600
10-1501-0013	INTEREST-SET ASIDE ACCOUNT	17,768	210,118	150,000	140.0800
10-1501-0015	INTEREST-E911 RESERVE	1,231	15,830	15,000	105.5400
10-1501-0021	INT-CK ACCT-BENCHMARK-E-CITATION	4	57	30	188.7300

TOWN OF FARMVILLE
REVENUE REPORT
AS OF JUNE 30, 2025

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
10-1501-0072	INT-CHECKING-BENCHMARK	15,926	214,305	230,000	93.1800
10-1502-0001	RENT-BURN BUILDING	-	-	500	0.0000
10-1502-0002	RENT-WILCK LAKE	200	2,800	2,500	112.0000
10-1502-0005	SALE OF FIXED ASSETS	17,801	54,745	15,000	364.9700
10-1502-0006	SALE OF MATERIAL	-	989	1,500	65.9600
10-1502-0008	SALE OF COPIES	15	733	500	146.6000
10-1502-0009	CEMETERY LOTS	1,600	10,400	17,000	61.1800
10-1502-0010	SALE OF POSTAGE	-	35	25	141.2000
10-1502-0011	SALE OF ROLL OUT CARTS	100	1,200	1,000	120.0000
10-1502-0012	RENT-TRAIN STATION	200	12,725	14,000	90.8900
10-1502-0013	RENT-PARKING-VENABLE ST	225	2,700	2,700	100.0000
10-1502-0014	RENT-TOWN PKG-NORTH ST	-	300	300	100.0000
10-1502-0018	LEASE-SOUTH ST CONF-FIRE PROG	1,279	15,353	15,353	100.0000
10-1502-0020	RENT-RIVERFRONT PARK	-	-	250	0.0000
10-1502-0021	FARMER'S MARKET REVENUE	1,685	17,405	5,000	348.1000
10-1502-0024	RENT-SPORTS ARENA	1,300	18,200	12,500	145.6000
10-1502-0025	RENT-PROB/PAROLE BLDG	4,046	49,011	47,649	102.8600
10-1502-0026	RENT-BALL FIELD-SPORTS ARENA	-	1,500	1,000	150.0000
10-1503-0001	EXCESS SALE-TACS	-	11,021	-	0
10-1607-0003	PARKING METERS REVENUE	6,029	65,308	44,000	148.4300
10-1610-0001	RENTAL PARKING SPACES	550	5,700	8,700	65.5200
10-1620-0001	RESIDENTAL PARKING	585	1,415	2,000	70.7500
10-1620-0002	LONGWOOD STREETS	-	-	-	0
10-1620-0099	PENALTY-SANITATION FEE	331	4,663	5,100	91.4300
10-1630-0001	CIGARETTE TAX	22,443	161,145	200,000	80.5700
10-1899-0002	SALE OF SERVICE-ADMIN	-	-	1,200	0.0000
10-1899-0004	MISC REVENUE	-	4,982	100	4,982.3100
10-1899-0005	SALE OF SERVICE-PUBLIC WORKS	55	2,729	5,000	54.5900
10-1899-0006	SALE OF SERVICE-GRAVE OPENINGS	1,400	13,100	22,000	59.5500

TOWN OF FARMVILLE
REVENUE REPORT
AS OF JUNE 30, 2025

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
10-1899-0007	SALE OF SERVICE-DUMP TK	100	300	500	60.0000
10-1899-0010	SERVICE CHARGE-BAD CHECKS-A/R	-	50	100	50.0000
10-1899-0014	SALE OF SER-DISPATCH-HAMPDEN S	-	6,000	6,000	100.0000
10-1899-0015	SALE OF SERVICE-BAD CHECKS-TAXES	-	50	-	0
10-1899-0017	SALE OF SER-FALSE BURG ALARM	55	1,775	2,000	88.7500
10-1899-0019	SALE OF SERVICE-BAD CHECKS-MISC	50	100	-	0
10-1899-0033	SALE OF SERVICE-POLICE	-	1,111	1,100	101.0000
10-1899-0035	SALE OF SERVICE-LIBRARY MAINTE	-	15,503	600	2,583.8800
10-1899-0093	DONATION-REC DEPT-FM FIRE DEPT-WALMART	-	1,000	1,000	100.0000
10-1899-0097	DONATIONS-FOURTH OF JULY CELEBRATION	1,550	7,200	17,000	42.3500
10-1901-0003	AMINISTRATIVE SERV-FUND 15	-	44,946	250,000	17.9800
10-1901-0004	REIMB-FUND 10-ADMIN SERV	58,205	698,455	250,000	279.3800
10-1901-0005	RECOVERY-JURY DUTY FEES	60	1,214	500	242.7900
10-1901-0010	RECOVERY-VML INS-DAMAGE VEHICLES/PROP	-	34,133	50,000	68.2700
10-1902-0001	DAMAGE TO TOWN PROPERTY	-	-	5,000	0.0000
10-1903-0001	REFUNDS - CO-OPS	-	-	500	0.0000
10-2201-0003	ROLLING STOCK TAXES	-	82	100	82.1200
10-2201-0005	MOBILE HOME TITLING TAX	-	1,431	1,000	143.1000
10-2201-0006	CAR RENTAL TAX	-	72,389	75,000	96.5200
10-2201-0007	DMV-ANIMAL FRIENDLY LIC PLATE	-	16	-	0
10-2401-0029	GRANT-DISPATCH-VDEM	1,068	6,278	4,000	156.9500
10-2401-0030	GRANT-VA911-HANDLING EQ	-	-	200,000	0.0000
10-2402-0001	WIRELESS	-	109,629	117,000	93.7000
10-2402-0007	GRANT-VDEM-PSAP-GIS SYSTEM	-	3,000	-	0
10-2404-0007	LITTER & RECYCLING GRANT	-	5,985	2,500	239.4000
10-2404-0008	VRSA-EDUCATION GRANT	-	3,017	-	0
10-2404-0010	AID TO LAW ENFORCEMENT	-	222,380	215,000	103.4300
10-2404-0011	FIRE ALLOCATION	-	38,299	-	0
10-2404-0032	GRANT-VML-SAFETY	-	4,000	4,200	95.2400

TOWN OF FARMVILLE
REVENUE REPORT
AS OF JUNE 30, 2025

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
10-2404-0062	VIRGINIA STATE POLICE - HEAT GRANT	1,996	1,996	-	0
10-2404-0063	GRANT-TDO-ECO	-	9,373	-	0
10-2405-0004	MARKETING/TOURISM LOCAL REVENU	-	-	2,000	0.0000
10-2501-0020	GRANT-VA DEPT FORESTRY - FIRA	21,497	25,407	62,000	40.9800
10-2501-0022	GRANT-VDEM-SHSP-SURVEILLANCE EQUIP	900	900	-	0
10-2502-0018	GRANT-SHSP-VDEM-PEDESTRIAN BARRICADE	900	900	-	0
10-2502-0019	ALCOHOL GRANT-2024	-	3,384	-	0
10-2502-0020	SPEED GRANT-2024	-	4,074	-	0
10-2502-0021	GRANT-BYRNE-2025	-	3,200	-	0
10-2504-0002	GRANT-EMERGENCY MGNT-FED	-	1,290	-	0
10-2504-0019	GRANT-DMV-ALCOHOL-25	-	4,224	26,335	16.0400
10-2504-0020	GRANT-BULLETPROOF VEST-FED	550	550	3,700	14.8500
10-2504-0027	GRANT-DMV-SPEED-25	-	3,324	24,500	13.5700
10-4100-0099	CARRY OVER FUNDS FY 24	-	-	316,216	0.0000
10-4104-0004	INSURANCE RECOVERIES-RETIREMEN	-	2,051	-	0
10-4104-0008	FROM FIDA-BOND PYMT-2012 ISSUE	-	5,246	36,431	14.4000
10-4104-0015	FM LIBRARY-APPROP LEASE RENT	-	180,000	180,000	100.0000
10-4104-0016	FM CKING-MEDICAL COMPENSATION BENEFIT	-	-	250,000	0.0000
10-4104-0018	FM SETASIDE ACCT-BONDS	-	-	934,538	0.0000
10-4104-0022	LEASE PROCEEDS	-	438,634	769,445	57.0100
10-4104-0023	FM-E-CITATION	-	-	10,241	0.0000
10-4104-0025	FM SETASIDE ACCT-CIP PROJECTS	-	-	1,213,870	0.0000
10-4104-0026	Lease Purchase Revenue - BOA	-	-	1,185,577	0.0000
10-4104-0027	FM SETASIDE ACCT-ABM PROJECT - BOA	-	-	75,675	0.0000
10-4104-0028	FM-E911 RESERVE	-	-	93,494	0.0000
10-4107-0004	FM-PE CO-INSTANT ALERT	-	6,480	2,000	324.0000
10-4107-0006	FM-LONGWOOD-DISPATCH SERV	-	350,000	350,000	100.0000
10-4113-0004	FROM FARMVILLE FIRE DEPT-PAYME	-	35,000	35,000	100.0000
	TOTAL FUND 10 (GENERAL FUND)	**826,081**	**13,173,700**	**17,287,322**	**76.20%**

TOWN OF FARMVILLE
REVENUE REPORT
AS OF JUNE 30, 2025

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
15-2404-0007	HIGHWAY FUNDS	571,116	2,284,463	2,224,346	102.7000
15-4100-0004	CARRYOVER FUNDS VDOT FY24	-	-	10,960	0.0000
15-4100-0050	USE OF PY FUND BALANCE	-	-	128,167	0.0000
	TOTAL FUND 15 (STREET MAINTENANCE FUND)	**571,116**	**2,284,463**	**2,363,472**	**96.66%**
40-1501-0001	Interest - Unrestricted	4,050	52,131	25,000	208.5300
40-1501-0002	Interest - RESTRICTED	1,036	83,748	-	0
40-1501-0004	INTEREST-ACCOUNTS RECEIVABLE	7	106	2	5,318.5000
40-1502-0006	SALE OF MATERIAL	9,940	10,069	-	0
40-1502-0007	LEASE-JACKSON HTS WATER TANK	4,646	30,202	27,878	108.3300
40-1502-0009	LEASE-ANDREWS DR WATER TANK	1,351	40,365	40,468	99.7400
40-1620-0001	WATER SERVICE	155,960	1,931,883	1,882,000	102.6500
40-1620-0002	WATER TAPS	5,870	46,655	30,000	155.5200
40-1620-0003	SURCHARGE-MULTIPLE METERS	7,762	93,044	93,000	100.0500
40-1620-0004	SALE OF WATER	318	9,777	10,000	97.7700
40-1620-0005	LEAD/COPPER SURVEY CREDIT	(40)	(2,880)	-	0
40-1620-0010	METER CREDIT ONE TIME	-	(22,184)	-	0
40-1620-0099	PENALTY-WATER SERVICE	1,138	12,932	18,000	71.8500
40-1899-0010	SERVICE CHARGES	-	9,757	10,000	97.5700
40-1899-0011	SERVICE CRG-BAD CHECK	50	1,200	750	160.0000
40-1899-0012	SALE OF SERVICE-TESTING	1,760	18,200	10,000	182.0000
40-2510-0007	ARPA REVENUE RECOGNIZED	-	-	1,311,738	0.0000
40-4100-0050	USE OF PY FUND BALANCE	-	-	276,943	0.0000
40-4100-0098	CARRY OVER FUNDS FY 24	-	-	295,650	0.0000
40-4102-0001	FM PE CO-APPOMATTOX RIVER-USGS	-	8,930	8,930	100.0000
40-4104-0025	FM SETASIDE ACCT - CIP AND DEBT	-	-	887,528	0.0000
	TOTAL FUND 40 (WATER FUND)	**193,849**	**2,323,933**	**4,927,888**	**47.16%**
42-1501-0001	Interest - Unrestricted	12,389	122,210	25,000	488.8400
42-1501-0004	INTEREST-ACCOUNTS RECEIVABLE	-	-	2	0.0000
42-1502-0005	SALE OF FIXED ASSETS	-	28	-	0

TOWN OF FARMVILLE
REVENUE REPORT
AS OF JUNE 30, 2025

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
42-1502-0006	SALE OF MATERIAL	415	415	-	0
42-1620-0099	PENALTY-SEWER SERVICE	1,288	15,674	17,500	89.5600
42-1630-0001	SEWER SERVICE	182,322	2,354,336	2,258,000	104.2700
42-1630-0002	SEWER TAPS	6,111	27,611	28,800	95.8700
42-1899-0005	SALE OF SERVICE-PUBLIC WORKS	1,958	1,958	400	489.5000
42-1899-0012	SALE OF SERVICE-LEACHATE-CUMBERLAND	-	28,548	25,000	114.1900
42-1899-0013	SALE OF SERVICE-SEWER TREAT	1,800	24,600	10,000	246.0000
42-2404-0005	VML SAFETY GRANT	-	-	2,000	0.0000
42-2510-0007	ARPA REVENUE RECOGNIZED	-	-	3,629,296	0.0000
42-4100-0050	USE OF PY FUND BALANCE	-	-	171,512	0.0000
42-4100-0087	CARRYOVER FUNDS FY24	-	-	235,836	0.0000
42-4104-0025	FM SETASIDE ACCT - CIP PROJECTS	-	-	184,429	0.0000
	TOTAL FUND 42 (SEWER FUND)	**206,283**	**2,575,379**	**6,587,775**	**39.09%**
44-1502-0005	SALE OF FIXED ASSETS	-	25,100	-	0
44-1520-0001	PASSENGER FARES	694	9,088	8,800	103.2700
44-1521-0002	CONTRIBUTION-LONGWOOD [1500]	-	178,800	178,800	100.0000
44-1521-0003	CONTRIBUTION-P E COUNTY	-	25,000	25,000	100.0000
44-1899-0004	MISC REVENUE	170	170	-	0
44-1901-0010	RECOVERY-VML INS-VEHICLE DAMAGE	9,050	9,050	10,000	90.5000
44-2403-0001	MISC GRANTS	-	-	10,000	0.0000
44-2410-0003	STATE FORMULA GRANT	-	210,911	185,000	114.0100
44-2414-0001	STATE GRANT-2 BUSES	-	49,834	-	0
44-2510-0001	GRANT-STATE PASS THRU-FED	-	261,144	350,000	74.6100
44-2512-0001	RTAP REVENUE	-	182	-	0
44-2514-0001	FEDERAL GRANT-3 BUSES	-	249,169	-	0
44-4100-0050	USE OF PY FUND BALANCE	-	-	158,270	0.0000
44-4100-0098	CARRY OVER FUNDS FY 24	-	-	311,460	0.0000
	TOTAL FUND 44 (TRANSPORTATION FUND)	**9,914**	**1,018,447**	**1,237,330**	**82.31%**
45-1501-0001	INT-CK ACCT-BENCHMARK	40	465	400	116.2900

TOWN OF FARMVILLE
REVENUE REPORT
AS OF JUNE 30, 2025

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
45-1502-0001	RENT-HANGER SPACE	-	-	6,660	0.0000
45-1502-0002	AIRPORT MAINTENANCE FEE	-	-	2,040	0.0000
45-1690-0001	SALE OF AV GAS	-	37,883	65,000	58.2800
45-1691-0001	SALE OF JET FUEL	3,936	39,268	70,000	56.1000
45-1899-0001	DONATIONS-PRINCE ED COUNTY	-	7,600	7,600	100.0000
45-2401-0008	STATE GRANT-AWOS MAINT	-	6,069	3,600	168.5700
45-2401-0013	STATE GRANT-MAINTENANCE	-	2,565	31,500	8.1400
45-2401-0014	STATE GRANT-WEED KILL	-	-	1,000	0.0000
45-2401-0056	GRANT-STATE-DBE Plan Update FY26-28	-	-	1,200	0.0000
45-2401-0057	GRANT-STATE-Envir Assess Fuel Farm	-	-	16,000	0.0000
45-2401-0058	GRANT-STATE-TRACTOR-DOAV	-	-	18,500	0.0000
45-2403-0001	MISC GRANTS	-	-	50,000	0.0000
45-2501-0051	GRAND-FED-RUNWAY SAFETY AREA GRADING	-	3,512	-	0
45-2501-0056	GRANT-FED-DBE Plan Update FY26-28	-	-	13,500	0.0000
45-2501-0057	GRANT-FED-Envir Assess Fuel Farm	-	-	180,000	0.0000
45-2501-0058	GRANT-FED FAA PROJECTS	-	-	437,400	0.0000
45-4100-0050	USE OF PY FUND BALANCE	-	-	209,827	0.0000
45-4100-0087	CARRYOVER FUNDS FY24	-	-	6,860	0.0000
45-4101-0001	FM-SOUTHSIDE ELECTRIC-CAPITAL CREDITS	-	534	-	0
	TOTAL FUND 45 (AIRPORT FUND)	**3,976**	**97,896**	**1,121,087**	**8.73%**
70-1501-0001	INTEREST	2	19	-	0
70-1501-0003	INT-PRNG TASK FORCE	-	3	-	0
70-2404-0001	ASSET FORFEITURE-STATE	-	2,351	-	0
	TOTAL FUND 70 (NARCOTICS FUND)	**2**	**2,374**	**-**	**0%**
	Final Totals	***1,811,220***	***21,476,193***	***33,524,874***	***64.06%***

June 2025 - Salaries

Below are the departments with explanations that are over their 12 Month Actual to Budget.

This percentage should be at 100% or below.

		Actual/Budget	
10-312	Salaries-Overtime-Police	134.00%	Shift Coverage and Special Events Coverage.

FY25 INFORMATION	Total All Funds	
	Expended YTD	7,677,971
	12 Mo Budget Amt	8,258,899
		(580,928)

Expended through June for Salaries is **$580,928 less** than our 12 Month Budget Amount.

FY24 INFORMATION (PRIOR YEAR)	Total All Funds	
	Expended YTD	7,168,144
	12 Mo Budget Amt	7,630,387
		(462,243)

Expended through June for Salaries is **$462,243 less** than our 12 Month Budget Amount.

Town of Farmville

Agenda Item Summary

MEETING DATE: August 6, 2025

ITEM NUMBER: 9.a. – Proposed Ordinance No. 240

BACKGROUND: The Town Manager will provide a verbal report.

RECOMMENDATION:

FISCAL IMPACT:

ATTACHMENTS:
1. Ordinance 240 - PPEA

<u>ORDINANCE NO. 240</u>

Amending Farmville Town Code By Adding Chapter 31 – PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE ORDINANCE

THE TOWN OF FARMVILLE HEREBY ORDAINS:

1. Chapter 31 – Public Private Education Facilities and Infrastructure Ordinance is to be added by amending the Town of Farmville Town Code as follows:

Chapter 31 - PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE ORDINANCE

ARTICLE I. PURPOSE AND TOWN

This ordinance is adopted pursuant to the Virginia Public-Private Education Facilities and Infrastructure Act of 2002 (Va. Code § 56-575.1 et seq.) (the "Act" or "PPEA") to establish a uniform process for the receipt, evaluation, and implementation of qualifying public-private partnership proposals for the development of public infrastructure and facilities. This Ordinance is developed pursuant to the requirements of Sections 56-575.1 through 56-575.157 of the Code of Virginia.

ARTICLE II. APPLICABILITY

For a project to come under the Act, it must meet the definition of a "qualifying project." This ordinance applies to qualifying projects including, but not limited to:

1) *Public safety facilities;*
2) *A building or facility that meets a public purpose and is operated by or for any public entity;*
3) *Public works infrastructure (as defined in the Act);*
4) *Improvements, together with equipment, necessary to enhance public safety and security of buildings to be principally used by a public entity;*
5) *Utility and telecommunications and other communications infrastructure;*
6) *A recreational facility;*
7) *Technology infrastructure; or*
8) *Other buildings or infrastructure in which the Town has a proprietary or operational interest.*

ARTICLE III. GUIDELINES FOR PROPOSAL SUBMISSION

PPEA proposals may either be solicited (i.e., initiated by issuance of a solicitation by the Town) or unsolicited (i.e., initiated by a potential private partner in response to a need expressed by the Town). Proposals shall be prepared simply and economically, providing a concise description of the proposer's capabilities to complete the proposed qualifying project. Proposals shall include a scope of work and a financial plan for the project.

Sec. 31-1 Proposal Review Fee

The Town will charge a fee to the private entity to cover the costs of processing, reviewing, and evaluating any unsolicited proposal or competing unsolicited proposal submitted under the PPEA, including a fee to cover the costs of outside attorneys, consultants, and financial advisors.

For unsolicited and competing proposals, the Town shall charge a minimum fee of either Five Thousand Dollars ($5,000.00) or One Percent (1%) of the proposed project cost, whichever is greater. Such sums shall be paid with certified funds and shall be deposited with the Town Finance Department in an account known as the PPEA fees. This is a nonrefundable fee. If, during the initial review, the Town decides not to proceed to the conceptual-stage review of an unsolicited proposal, the proposal fee, less any directs costs of the initial review may be refunded to the private entity.

Sec. 31-2 Freedom of Information Act

Proposal documents submitted by private entities are generally subject to the Virginia Freedom of Information Act ("FOIA"), exception that Section 2.2-3705.6(11) exempts certain documents from public disclosure. FOIA exemptions, however, are discretionary, and the Town may elect to release some or all documents, except to the extent that the documents are:

1) *Trade Secrets of the private entity as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.);*
2) *financial records of the private entity that are not generally available to the public through regulatory disclosure or otherwise, including but not limited to, balance sheets and financial statements; or*
3) *other information submitted by a private entity, where if the record or document were made public prior to the execution of an interim or comprehensive agreement, the financial interest or bargaining position of the Town or private entity would be adversely affected.*

Subsection 56-575.4(G) of the PPEA imposes an obligation on the Town and any affected local jurisdiction to protect confidential proprietary information submitted by a private entity or operator. When the private entity requests that the Town not disclose information, the private entity must (i) invoke the exclusion when the data or materials are submitted to the Town or before such submission, (ii) identify the data and material for which protection from disclosure is sought, and (iii) state why the exclusion from disclosure is necessary. A private entity may request and *receive a determination from the Town as to the anticipated scope of protection prior to submitting the proposal. The Town is authorized and obligated to protect only confidential proprietary information and, thus, will not protect any portion of a proposal from disclosure if the entire proposal has been designated confidential by the proposer without reasonably differentiating between the proprietary and non-proprietary information contained therein.*

Upon receipt of a request that a designated portion of a proposal be protected as confidential, the Town shall determine whether such protection is appropriate under the applicable law. If the Town chooses to accord less protection than requested by the proposer, the proposer should be accorded with an opportunity to withdraw its proposal.

Once a comprehensive agreement has been entered into, and the process of bargaining of all phases or aspects of the comprehensive agreement is complete, the Town shall make available upon request, procurement records in accordance with the applicable provisions of FOIA.

Sec. 31-3. Individual Responsible to Receive Proposals and Respond to Inquiries

The individual assigned to the responsibility of receiving proposals under the PPEA and also to respond to inquiries as well as to hold information meetings and to ensure the fair treatment of all who submit proposals shall be the Town Manager or his designee.

Secs. 31-4 – 31-10. Reserved.

ARTICLE III. SOLICITED PROPOSALS

The Town may issue Requests for Proposals (RFPs) or Invitations for Bids (IFBs), inviting proposals from private entities to develop or operate qualifying projects. The RFP should specify, but not necessarily be limited to, information and documents that must accompany each proposal and the factors that will be used in evaluation the submitted proposals. The RFP should be posted in such public areas as are normally used for posting of the Town's notices, including the Town's website. Notices should also be published in a newspaper or other publications of general circulation and posted in the Virginia Business Opportunities publication and on the Commonwealth's electronic procurement website. The RFP will contain and incorporate by reference other applicable terms and conditions, including any unique capabilities or qualifications that will be required of the private entities submitting proposals. Pre-proposal conferences will be held as deemed appropriate by the Town.

ARTICLE IV. UNSOLICITED PROPOSALS

The PPEA permits the Town to receive and evaluate unsolicited proposals from private entities to acquire, design, construct, improve, renovate, expand, equip, maintain, finance, or operate a qualifying project. The Town may publicize their needs and encourage interested parties *to submit unsolicited proposals subject to the terms and conditions of the PPEA. When such proposals are received without issuance of an RFP, the proposal shall be treated as an unsolicited proposal under the Act. Unsolicited proposals must be submitted to the Town Manager.*

Sec. 31-11. Decision to Accept and Consider Unsolicited Proposal; Notice

The Town reserves the right to reject any and all proposals at any time. Upon receipt of any unsolicited proposal, a group of proposals, and payment of the required fee, the Town should determine whether to accept the unsolicited proposal for publication and conceptual stage consideration. Upon receipt of an unsolicited proposal, the Town Manager, or another designee, shall perform an initial screening to determine: (i) whether the project meets a public need; (ii) if it is compatible with the Town's Comprehensive Plan and Capital Improvement Plan; and (iii) Whether sufficient detail has been provided to proceed with review.

If the Town chooses to accept an unsolicited proposal for publication and conceptual-phase consideration, it shall post a notice in a public area regularly used by the Town for posting public notices for a period of not less than forty-five (45) days. The Town shall also publish the same notice for a period of not less than forty-five (45) days in one or more newspapers or periodicals of general circulation in the jurisdiction to notify any parties that may be interested in submitting competing unsolicited proposals. In addition, the notice will also be advertised on the Commonwealth's electronic procurement website. The notice shall state that the Town (i) has received and accepted an unsolicited proposal under the PPEA, (ii) intends to evaluate the proposal, (iii) may negotiate an interim or comprehensive agreement with the proposer, and (iv) will accept and consider any competing proposals that comply with the procedures adopted by the Town and the PPEA. The notice shall also summarize the proposed qualifying project(s) and identify their proposed locations. Copies of unsolicited proposals shall be available upon request, subject to the provisions of FOIA and § 56-575.4 (G) of the PPEA. The Town's PPEA office is encouraged to answer questions from private entities that are contemplating submission of a competing unsolicited proposal.

Sec. 31-12. Initial Review by the Town at the Conceptual Stage

Only proposals complying with the requirements of the PPEA that contain sufficient information for a meaningful evaluation will be considered by the Town for further review at the conceptual stage. The Town will determine at this initial stage of review whether it will proceed using the following:

1) *The standard procurement procedures consisted with the Virginia Public Procurement Act ("VPPA");*
2) *Guidelines developed by the Town that are consistent with "competitive negotiation" as defined by § 2.2-4301 of the Code of Virginia. The Town may proceed using such Guidelines only if it makes a written determination that doing so is likely to be advantageous to the Town and the public based upon (i) the probable scope, complexity, or priority of need; (ii) the risk*

sharing including guaranteed cost or completion guarantees, added value or debt or equity investments proposed by the private entity; or (iii) increase in funding, dedicated revenue or other economic benefit that would otherwise not be available.

After reviewing the original proposal and any competing proposals submitted during the notice period, the Town may determine (i) not to proceed with any proposal; (ii) to proceed to the detailed phase of review with the original proposal (iii) to proceed to the detailed phase with a competing proposal; or (iv) to proceed to the detailed phase with the multiple proposals.

In the event that more than one proposal will be considered in the detailed phase of review, the Town will consider whether the unsuccessful proposer should be reimbursed for costs incurred in the detailed phase of review, and such reasonable costs may be assessed to the successful proposer in the comprehensive agreement.

Discussion between the Town and private entities about the need for infrastructure improvements shall not limit the ability of the Town to later determine to use standard procurement procedures to meet its infrastructure needs. The Town retains the right to reject any proposal at any time prior to the execution of an interim or comprehensive agreement.

Secs. 31-13 – 31-15. Reserved.

ARTICLE V. REVIEW AND EVALUATION PROCESS

Sec. 31-16 Proposal Preparation and Submission

The Town requires that proposals at the conceptual stage contain information in the following areas: (i) qualification and experience, (ii) project characteristics, (iii) project financing, (iv) anticipated public support or opposition, or both, (v) project benefit compatibility, and (vi) any additional information as the Town may reasonably request to comply with the requirements of the PPEA.

If the Town decides to proceed to the detailed phase of review with one or more proposals, the following information should be provided by the private entity unless waived by the Town:

1) *A topographical map (1:2,000 or other appropriate scale) depicting the location of the proposed project;*
2) *A list of public utility facilities, if any, that will be crossed by the qualifying project and a statement of the plans of the proposer to accommodate such crossings;*
3) *A statement and strategy setting out the plans for securing all necessary property;*
4) *A detailed listing of all firms that will provide specific design, construction, and completion guarantees and warranties and a brief description of such guarantees and warranties;*
5) *A total life-cycle cost specifying methodology and assumptions of the project or projects and the proposed project start date. Include anticipated commitment of all parties; equity,*

debt, and other financing mechanisms; and a schedule of project revenues and project costs. The life-cycle cost analysis should include, but not be limited to, a detailed analysis of the projected return, rate of return, or both, expected useful life of facility and estimated annual operating expenses.

6) *A detailed discussion of assumptions about user fees or rates, and usage of the projects.*
7) *Identification of any known government support or opposition, or general public support or opposition for the project. Government or public support should be demonstrated through resolution of official bodies, minutes of meetings, letter, or other official communications.*
8) *Demonstration of consistency with appropriate local comprehensive or infrastructure development plans or indication of the steps required for acceptance into such plans.*
9) *Explanation of how the proposed project would impact local development plans of each affected local jurisdiction.*
10) *Identification of any known conflicts of interest or other disabilities that may impact the Town's consideration of the proposal, including the identification of any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the Virginia State and Local Government Conflict of Interest Act, Chapter 31 (§2.2-3100 et seq.) of Title 2.2.*
11) *Additional material and information as the Town may reasonably request.*

If accepted for further review, the Town Manager, or other designees, shall:

1) *Evaluate the project's public benefit, cost, financing structure, risk transfer, and qualifications of the proposer; and*

2) *Recommend whether to enter into an Interim or Comprehensive Agreement.*

Sec. 31-17. Public Comment Period.

A thirty (30) day public notice and comment period shall be provided before final approval of a conceptual-proposal, which is held consistent with § 56-575.17(C) of the Code of Virginia. A public hearing shall be conducted for projects exceeding Fifty Thousand Dollars ($50,000.00) in value.

Secs. 31-18 – 31-20. Reserved.

ARTICLE VI: PROPOSAL EVALUATION CRITERIA

The Town will consider the following factors in evaluating and selecting a PPEA proposal:

1) ***Qualification and Experience.*** *Factors to be considered in either phase of the responsible public entity's review to determine whether proposer possesses the requisite qualifications and experience include:*

a) Experience with similar projects;
b) Demonstration of ability to perform work;
c) Leadership structure;
d) Project manager's experience;
e) Management approach;
f) Financial condition; and
g) Project ownership.

2) ***Project Characteristics**. Factors to be considered in determining the project characteristics include:*
   a) Project definition;
   b) Proposed project schedule;
   c) Operation of the project;
   d) Technology and technical feasibility;
   e) Conformity to laws, regulations, and standards;
   f) Environmental impacts;
   g) Condemnation impacts;
   h) State and local permits; and
   i) Maintenance of the project.

3) ***Project Financing.** Factors to be considered in determining whether the proposed financing allows adequate access to the necessary capital to finance the project include:*
   a) Cost and cost benefit to the Town;
   b) Financing and the impact on the debt burden of the Town;
   c) Financial plan, including the degree to which the proposed has conducted due diligence investigation and analysis of the proposed financial plan and the results of any such inquiries or studies;
   d) Opportunity cost assessment;
   e) Estimated cost;
   f) Life-cycle cost analysis;
   g) The identity, credit history, past performance of any third party that will provide financing for the project and the nature and timing of its commitment, as applicable; and
   h) Such other items as the Town deems appropriate.
      i) In the event the project is financed through the issuance of obligations that are deemed to be tax-supported by any locality, or if financing such a project may impact the Town's debt rating or financial position, the Town may select its own finance team, source, and financing vehicle.

4) ***Project Benefit and Compatibility**. Factors to be considered in determining the proposed project's compatibility with the appropriate local or regional comprehensive or development plans include:*

a) Community benefits;
b) Community support or opposition, or both;
c) Public involvement strategy;
d) Compatibility with existing and planned facilities; and
e) Compatibility with local, regional, and state economic development efforts.

5) ***Other Factors**. Other factors that may be considered in the evaluation and selection of PPEA proposals include:*
   a) The proposed cost of the qualifying project;
   b) The general reputation, industry experience, and financial capacity of the private entity;
   c) The proposed design of the qualifying project;
   d) The eligibility of the project for accelerated documentation, review, and selection;
   e) Local citizen and government comments;
   f) Benefits to the public, including financial and nonfinancial;
   g) The private entity's compliance with a minority business enterprise participation plan or good faith effort to comply with the goals of such plan;
   h) The private entity's plans to employ local contractors and residents;
   i) The recommendation of a committee of representatives of member of the Town and/or its appropriating body which may be established to provide advisory oversight for the project; and
   j) Compliance with applicable law and Town policies

ARTICLE VI. INTERIM AND COMPREHENSIVE AGREEMENTS

Prior to developing the qualifying project, the selected private entity shall enter into a comprehensive agreement with the Town. Prior to entering into a comprehensive agreement, an interim agreement may be entered into that permits a private entity to perform compensable activities related to the project. The Town may designate a working group to be responsible for negotiating any interim or comprehensive agreement. Any interim or comprehensive agreement shall define the rights and obligations of the responsible public entity and the selected proposer with regard to the project.

1) ***Interim Agreement Terms:** The scope of an interim agreement may include, but is not limited to, the following:*
   a) Project planning and development;
   b) Design and engineering;
   c) Environmental analysis and mitigation;
   d) Survey;
   e) Ascertaining the availability of financing for the proposed facility through financial and revenue analysis;

f) *Establish a process of timing of the negotiation of the comprehensive agreement; and*
g) *Any other provisions related to any aspect of the development or operation of a qualifying project that the parties may deem appropriate prior to the execution of a comprehensive agreement.*

2) ***Comprehensive Agreement Terms.*** *The scope of the comprehensive agreement shall include, but not be limited to:*
   a) *The delivery of maintenance, performance, and payment bonds or letter of credit in connection with any acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project;*
   b) *The review of plans and specifications for the qualifying project by the responsible public entity;*
   c) *The rights of the responsible public entity to inspect the qualifying project to ensure compliance with the comprehensive agreement;*
   d) *The maintenance of a policy or policies of liability insurance or self-insurance reasonably sufficient to insure coverage of the project and the tort liability to the public and employees and to enable the continued operation of the qualifying project;*
   e) *The monitoring of the practices of the private entity by the responsible public entity to ensure proper maintenance;*
   f) *The terms under which the private entity will reimburse the Town for services provided;*
   g) *The policy and procedures that will govern the rights and responsibilities of the Town and the private entity in the event that the comprehensive agreement is terminated or there is a material default by the private entity;*
   h) *The terms under which the private entity will file appropriate financial statements on a periodic basis;*
   i) *The mechanism by which use fees, lease payments, or service payments, if any, may be established from time to time upon agreement of the parties. Any payments or fees shall be set at a level that is the same for persons using the facility under like conditions and that will not materially discourage use for the qualifying project.*
      i) *A copy of any service contract shall be filed with the Town.*
      ii) *A schedule of the current use fees or lease payments shall be made available by the Contractor to any member of the public upon request.*
      iii) *Classifications according to reasonable categories for assessment of user fees may be made.*
   j) *The terms and conditions under which the Town may be required to contribute financial resources, if any;*
   k) *The terms and conditions under which existing site conditions will be addressed, including identification of the party responsible for conducting assessment and taking necessary remedial action; and*
   l) *A periodic reporting procedure that incorporates a description of the impact of the project on the Town.*

No project shall proceed without an executed Interim or Comprehensive Agreement specifying:

1) *Project scope and deliverables;*
2) *Performance guarantees and warranties;*
3) *Risk allocation;*
4) *Cost and payment terms; and*
5) *Inspection, reporting, and dispute resolution mechanisms.*

ARTICLE VIII. NOTICE AND POSTING REQUIREMENTS

Thirty (30) days prior to entering into an interim or comprehensive agreement, the Town shall provide an opportunity for public comment on the proposals. A public hearing will be held for projects exceeding Fifty Thousand Dollars ($50,000.00) in value. After the end of the public comment period, no additional posting shall be required based on any public comment received.

Once the negotiation phase for the development of an interim or comprehensive agreement is complete and a decision to award has been made by the Town, the Town shall post the proposed agreement in the following manner:

1) *Posting shall be on the Town's website or by publication, in a newspaper of general circulation in the area in which the contract work is to be performed, of a summary of the proposals and the location where copies of the proposals are available for public inspection.*
2) *In addition to the posting requirements, at least one copy of the proposals shall be made available for public inspection. Trade secrets, financial records, or other records of the private entity excluded from disclosure under the provisions of subdivision 11 of §2.2-3705.6 of the Code of Virginia shall not be required to be posted, except as otherwise agreed to by the Town and private entity.*
3) *Any studies and analyses considered by the responsible Town in its review of a proposal shall be disclosed to the Town Council at some point prior to the execution of an interim or comprehensive agreement.*

Once an interim agreement or a comprehensive agreement has been executed, the Town shall make procurement records available for public inspection, upon request.

1) *Such procurement records shall include documents initially protected from disclosure on the basis that the release of such documents would adversely affect the financial interest or bargaining position of the Town or private entity.*
2) *Such procurement records shall not include (i) trade secrets of the private entity as defined in the Uniform Trade Secrets Act (§59.1-336 et seq.) or (ii) financial records, including balance sheets or financial statements of the private entity that are not generally available to the public through regulatory disclosure and otherwise.*

ARTICLE IX. ADMINISTRATIVE PROCEDURES

1) *The Town Manager, in consultation with the Town Attorney, may establish further guidelines and templates consistent with the Act.*
2) *All PPEA proposals and agreements shall be consistent with the Town's procurement policy and Virginia law.*

ARTICLE X. DEFINITIONS

For the purposes of this ordinance, the following definitions shall apply:

- ***Act**: The Virginia Public-Private Education Facilities and Infrastructure Act of 2002 (Va. Code § 56-575.1 et seq.), as amended.*
- ***Comprehensive Agreement**: A binding agreement between the Town and a private entity outlining the terms and conditions for the design, construction, financing, maintenance, or operation of a qualifying project.*
- ***Conceptual Proposal**: The initial submission by a proposer outlining the basic scope, objectives, financial approach, and qualifications related to a potential PPEA project.*
- ***Conceptual Stage**: The initial phase of project evaluation when the public entity makes a determination whether the proposed project serves a public purpose, meets the criteria for a qualifying project, assess the qualifications and experience of private entity proposer, reviews the project for financial feasibility, and warrants further pursuit.*
- ***Detailed Proposal**: A follow-up submission that includes in-depth technical, financial, legal, and operational details required for full evaluation of the proposed project.*
- ***Interim Agreement**: An agreement that authorizes preliminary activities such as design, environmental analysis, or permitting prior to execution of a Comprehensive Agreement.*
- ***Material Default**: Default by the private entity in the performance of its duties that jeopardizes adequate service to the public from a qualifying project.*
- ***Private Entity**: Any individual, corporation, partnership, limited liability company, joint venture, or other business entity submitting a proposal to the Town under the PPEA.*
- ***Proposal**: A submission by a private entity that outlines plans for a qualifying project, including its scope, financial structure, and implementation plan.*
- ***Qualifying Project**: Any facility or infrastructure project that meets the criteria set forth in the Act and is intended for public use, including public buildings, utilities, transportation infrastructure, and safety facilities.*

- ***Responsible Public Entity (RPE)****: The Town of Farmville, acting as the public authority empowered to receive, review, and enter into agreements under the PPEA.*
- ***Solicited Proposal****: A proposal submitted in response to a Request for Proposals (RFP) issued by the Town under the PPEA.*
- ***Unsolicited Proposal****: A proposal submitted by a private entity without a prior RFP, offered voluntarily for the Town's consideration under the PPEA.*

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

Approved: ______________________________
Mayor

Attest: _____________________________
Clerk of Council

****

I certify that the above ordinance was:

Adopted on ____.

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

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

The Honorable Sallie O. Amos __________.

The Honorable Daniel E. Dwyer __________.

The Honorable Tommy Pairet __________.

The Honorable Adam Yoelin __________.

The Honorable Donald L. Hunter __________.

The Honorable John Hardy __________.

Town of Farmville

Agenda Item Summary

MEETING DATE: August 6, 2025

ITEM NUMBER: 10.a. – Proposed Resolution No. 2025-08-02

BACKGROUND: The Town Manager will provide a verbal report.

A proposed lease agreement was brought forward at the May Work Session for the Council's review. There was some input received concerning the flat fee being stated for hangars having varied square footage. The larger hangars would also be under a different lease agreement. A revised agreement is included in the meeting packet.

RECOMMENDATION:

FISCAL IMPACT:

ATTACHMENTS:
1. Resolution for Airport Land Lease
2. Farmville Regional Airport Lease Agreement - FINAL PROPOSED

Resolution # 2025-08-02

Approving Farmville Regional Airport Land Lease Agreement

WHEREAS, the Town Council has held the required public hearing on the Farmville Regional Airport Land Lease Agreement which is attached to this Resolution; and

WHEREAS, the Town Council has thoroughly reviewed and discussed such Lease;

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

1. The Farmville Regional Airport Land Lease is hereby approved and adopted.

2. This resolution shall be in full force and effect on August 13, 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 Adam Yoelin __________.

The Honorable Donald L. Hunter __________.

The Honorable John Hardy __________.

FARMVILLE REGIONAL AIRPORT LAND LEASE AGREEMENT

This agreement made and entered into as of the ______ of ______________, 2025 by and between the TOWN OF FARMVILLE, VIRGINIA, a municipal corporation of the Commonwealth of Virginia , hereinafter called the "Lessor," or "Town," and ________________, hereinafter called the "Lessee;

WHEREAS, Lessor now owns, controls, and operates the Airport known as Farmville Regional Airport (the "Airport") in Cumberland County, Virginia; and

WHEREAS, Lessee desires to lease that certain parcel of land (the "Premises") in the Randolph District of Cumberland County, Virginia, located at the Farmville Regional Airport for the purpose of constructing and maintaining a hangar for its aircraft; and

WHEREAS, the Lessor desires to lease said Premises to Lessee for said purposes; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and subject to those terms and conditions set forth below, the parties hereby agree as follows:

ARTICLE I
TERM

The term of this Lease shall be for an initial period of five (5) years, commencing the _________day of________ , 2025. Possession of the Parcel by the lessee shall begin on the Commencement Date subject to the Federal Aviation Administration's approval of a required Airport Layout Plan revision. Upon completion of the initial term, this Lease shall automatically renew for an additional consecutive three (3) five (5) year periods. In no event shall this Lease extend for a period greater than twenty (20) years. However, if construction of the hangar is not completed within one (1) year after the effective date of this lease, the lease agreement will terminate, and the Lessee will have no further rights and privileges thereunder.

At the conclusion of the Lease Term, the Lessee shall have the right to enter into a new agreement with the Town for the leasehold. It is understood and agreed that the rental rate specified shall be subject to reexamination and readjustment at the end of each five (5) year period of this lease, provided that any readjustment of present rates shall be reasonable to support the daily operations and capital improvements of the Airport. Should the Lessee elect not to enter into a new agreement, then the following will apply:

At the expiration or termination of this Lease, any or all buildings and other permanent improvements to the Parcel will at the direction and sole discretion of the Town, will remain intact on the Parcel and become property of the Town.

All improvements shall, without compensation to or by Town, become Town's property free and clear of all liability and expenses. Lessee shall thereafter be released from any and all liability, cost or expense associated with the Parcel, including the improvements thereon, or associated with termination of this Lease.

ARTICLE II
RENT

Lessee shall pay to the Town for said leased premises ground rent on the first day of September of each year. The ground rent is $0.20 per square foot of the hangar pad occupied by the lessee. The lessee, ______________________________, occupies hangar number ________ which is ____________ square feet constituting a ground rent of ____________. The maintenance fee is Two Hundred and Fifty Dollars ($250).

Any ground rent and/or maintenance fee payable by Lessee hereunder which is not paid within five days after notice of nonpayment shall bear interest of three percent (3%) for each month thereafter. Any nonpayment after six (6) months shall be deemed a termination of this agreement.

Lessee shall pay, in addition to ground rental and maintenance fee above specified, all utility charges, permit and license fees, and taxes and assessments, general and special, if any, levied or assessed upon the leased premises, or any part thereof: or upon any buildings or improvements at any time situated thereof, or lawfully levied or assessed upon the leasehold interest created thereby during the initial term of this agreement or any renewal term, or lawfully assessed upon personal property, machinery and tools.

ARTICLE HI
ASSIGNMENT

This Agreement, or any part thereof, may not be assigned, transferred or subleased by Lessee, by process or operation of law or in any other manner whatsoever, without the prior written consent of Lessor.

ARTICLE IV
MISCELLANEOUS PROVISIONS

Non-Exclusive Rights Granted. The Lessee shall have the right to the non-exclusive use, in common with others, of the airport parking areas, and improvements; the right to install, operate, maintain and store subject to the approval of the Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the safe storage of the Lessee' s aircraft should the Lessee construct a hangar; the right of ingress to and egress from the premises, and guests; the right, in common with others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.

Default and Termination. If the Town determines the Lessee is in violation of any of the terms, conditions or covenants of this Lease, or the Lessee fails to pay, on time, any fees or charges due, the condition shall be considered a default of the Lease.

The Town shall provide the Lessee with written notices of any determination of default. The Lessee shall then have thirty (30) days to cure, or remedy said default or otherwise comply with any demand contained within such written notice which cures or remedies the default.

All provisions of this Lease remain binding upon the Lessee while the Lessee is in default, and if this Lease is terminated due to default.

Relinquishment and Termination. At any time, upon sixty (60) days prior written notice, provided all fees and assessments then due and owing have been fully paid and Lessee is not in default under this Lease, Lessee may relinquish this lease to the Town whereupon the Lease shall be terminated. Lessee shall not be entitled to a refund of any fees of any kind paid.

Hold Harmless. The Lessee agrees to hold the Lessor free and harmless from loss from each and every claim and demand of whatever nature made upon the behalf of or by any person or persons for any wrongful act or omission on the part of the Lessee, their agents or employees, and from all loss or damages by reason of such acts or omissions.

Insurance Requirements. Lessee shall maintain a policy of aircraft liability insurance insuring against such claims. Such insurance shall name the Town as an additional insured. The aircraft liability insurance shall have a single limit coverage in the amount of $1,000,000, or as required to meet the mandatory requirements of the Commonwealth of Virginia. Lessee shall maintain property and casualty insurance covering the improvements to the Parcel, and the contents thereof. Such insurance shall be a fire insurance policy with extended coverage endorsement including vandalism and malicious mischief. The insurance shall be on a replacement cost basis and shall name the Town as additional insured. Lessee shall furnish annually to the Town on the rent payment due date of this Lease, a certificate of the above-required insurance.

Additional Uses Require Permission. Lessee shall not use or permit the use of the Parcel, or improvements thereto, for any purpose or use other than those expressly and specifically authorized by this Lease. Additional uses may be hereafter authorized in writing by the Town, but only upon such terms and conditions as may be set out in such authorization.

Commercial Use of Parcel and Future Improvements. Lessee agrees to obtain permission from the Town prior to commencing or permitting any commercial use of the Parcel, or additional improvements thereto. In the event that this Parcel, or improvements thereto is used for business purposes, the Lessee shall at all times maintain and pay any required permits, licenses, insurance and taxes as required by law.

Governmental Standards. Lessee must meet all governmental standards as specified by the Lessor, Cumberland County, and/or FAA for all design, planning, and construction activities, including development or extension of infrastructure.

Additional Improvements Constructed During the Initial Lease Term or Extended

Signs. Lessee must obtain Town consent to paint or construct any exterior signs.

Lessee Shall Maintain. Lessee shall maintain at its own expense the Parcel and any improvements, fixtures or equipment on the Parcel in a safe, sanitary, and orderly manner in accordance with all applicable codes and regulations. Lessee shall also maintain the cleanliness of the Parcel.

In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition within 180 days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant an extension of time if it appears such extension is warranted. In the event the Parcel, or improvements thereto is completely destroyed or so badly damaged that repairs cannot be commenced within 6 months and completed within 6 months thereafter, then this lease may be terminated.

Right to Inspect. The Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

Hazardous Waste. No toxic materials or hazardous waste subject to regulation by the EPA or Department of Environmental Quality shall be stored or disposed of on the Airport without the written permission of the Town.

Town's Right to Correct Deficiencies. The Town has the right to require reasonable maintenance and repairs to the Parcel or the improvements thereon by Lessee as required by this lease. Should Lessee fail to make the required corrections, the Town shall have the right to enter the Parcel, or improvements, thereto, correct the deficiency and recover the cost of activities from Lessee.

Airport Development. The Town reserves the right to further develop the Airport as it sees fit, without unreasonable interference or hindrance from Lessee.

Reasonable Substitute to be Provided. In the event such development interferes with the Lessee's customary use of the Airport for business purposes, the Town shall make available a reasonable process.

Eminent Domain Rights. If the physical development of the Airport requires the relocation, removal or alteration of Lessee's area from the Airport, the Town has the right to condemn the area wholly under the Town's eminent domain rights.

ARTICLE V
DESIGN
STANDARDS

Hangar Dimensions. The dimensions of hangar(s) shall be agreed upon by the Town and must meet the Industrialized building requirements per the Uniform Statewide Building Code. Prior to construction, the hangar must be pre-approved by the Town and Cumberland County's Building Official.

Landscaping. All landscaping shall be designed to discourage the nesting and aggregation of birds and animals.

Exterior Lighting. Obstruction lighting shall be installed when required to meet FAA safety standards, when applicable. Exterior illumination, including that in illuminated signs, shall never be angled above the horizontal, nor extend into flight patterns or other aircraft operating surfaces.

Height of Building. The parcel shall not maintain a building that exceeds a height, which penetrates the FAR Part 77 planar surfaces.

Wind Resistance. The building shall be designed to withstand winds of seventy (70) miles per hour.

ARTICLE VI
COMPLIANCE WITH LAWS AND
REGULATIONS

Lessee agrees to comply with all applicable current and future federal, state, and local laws, ordinances and regulations, whether or not specifically referred to in this Agreement.

Assignment. This Lease cannot be assigned to any third party without the expressed written consent of Lessor.

Amendments. This Lease may be modified or amended by written agreement executed by both parties.

Severability. The parts and provisions of this Lease are severable. If any part or provision shall be held invalid by a court of competent jurisdiction, the remainder of this Lease shall remain in full force and effect.

Successors in Title. It is agreed that the terms and conditions hereof shall be binding upon the parties hereto, and in addition, upon successors or subtenants to the parties hereto.

Choice of Law. The parties acknowledge that this Agreement shall be governed by the laws of the Commonwealth of Virginia.

Entire Agreement. The parties acknowledge that this Lease supersedes any prior agreements and incorporates all terms and conditions agreed to between them, and further agree that there shall be no oral modification hereof, and that any written modification shall be effective only if duly signed on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

TOWN OF FARMVILLE, VIRGINIA

By: ______________________________
C. Scott Davis, LP.D., ICMA-CM
Town Manager

(SEAL)

ATTEST:

____

Clerk of Council

____

By: __________________________
Lessee:

ATTEST:

____

Notary Public

Town of Farmville

Agenda Item Summary

MEETING DATE: August 6, 2025

ITEM NUMBER: 11.a. – Proposed Resolution No. 2025-08-03

BACKGROUND: The Town Manager will provide a verbal report.

RECOMMENDATION:

FISCAL IMPACT:

ATTACHMENTS:
1. MOU DIspatch Resolution
2. Prince Edward-Farmville Joint ECC MOU

Resolution No. 2025-08-03

A RESOLUTION TO AUTHORIZE THE TOWN OF FARMVILLE TO ENTER INTO A JOINT AGREEMENT WITH PRINCE EDWARD COUNTY TO ESTABLISH AND OPERATE A CONSOLIDATED EMERGENCY COMMUNICATIONS CENTER

WHEREAS, the Town of Farmville currently operates the Farmville Emergency Communications Center, which serves as the Primary Public Safety Answering Point (PSAP) for Prince Edward County and its public safety partners; and

WHEREAS, the Town and Prince Edward County recognize the value and efficiency of continuing a unified and cooperative approach to emergency communications services; and

WHEREAS, the Parties have negotiated and mutually agreed upon a Joint Emergency Communications Center Agreement, pursuant to the authority granted by Section 15.2-1300 of the Code of Virginia, to formalize the structure, governance, cost-sharing, and operations of a consolidated center, hereafter known as the Farmville/Prince Edward Emergency Communications Center; and

WHEREAS, this agreement affirms the Town's role as fiscal agent, outlines the creation of an Administrative Board and an Advisory Board to oversee operations, and establishes a cost-sharing model based on call volume and existing contractual relationships;

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

That the Town Council hereby authorizes the Mayor to execute the Joint Emergency Communications Center Agreement between the Town of Farmville and Prince Edward County, effective October 1, 2025, as presented.

This resolution shall take effect immediately upon adoption.

Approved:

____

Mayor

Attest: ___________________________

Clerk of Council

****

I certify that the above resolution was:

Adopted on ______________________________________.

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

The Honorable Sallie O. Amos: __________
The Honorable A.D. "Chuckie" Reid: __________
The Honorable Daniel E. Dwyer: __________
The Honorable Tommy Pairet: __________
The Honorable Adam B. Yoelin: __________
The Honorable Donald L. Hunter: __________
The Honorable John F. Hardy: __________

JOINT EMERGENCY COMMUNICATIONS CENTER AGREEMENT

THIS AGREEMENT made and entered into this _**1 st**____day of **October**, 2025, by and between the PRINCE EDWARD COUNTY, VIRGINIA ("County"); TOWN OF FARMVILLE, VIRGINIA ("Town," and, together with the County, the "Parties").

IN CONSIDERATION of the mutual benefits, terms and conditions and pursuant to the authority granted by Section 15.2-1300 of the Code of Virginia, the Parties agree as follows:

I. BACKGROUND:

The County and the Town have previously studied the benefits, problems and costs associated with the establishment of a joint Emergency Communications Center to serve the citizens and public safety agencies in the County and the Town, to include: Prince Edward County Sheriff's Department, the Town of Farmville Police Department, Longwood University Police Department, Hampden Sydney College Police Department, and the Fire and Rescue agencies/departments identified in the Prince Edward County Emergency Services Response Plan and the Town of Farmville. In this Agreement, the Town and the County wish to affirm the terms upon which such joint Emergency Communications Center shall continue to be operated.

II. EMERGENCY COMMUNICATIONS CENTER:

The Town has established an Emergency Dispatch Center known as Farmville Emergency Communications Center located in the Town Hall Building, 116 N. Main Street, Farmville, Virginia 23901. This center currently serves as the Primary Public Safety Answering Point (PSAP) handling all 911 calls for Prince Edward County, including the Town of Farmville. The Center also dispatches calls for service for all Fire/Rescue agencies/departments identified in the Prince Edward County Emergency Services Response Plan and the Town of Farmville, Farmville Police Department, Longwood Police Department, and Hampden-Sydney Police Department. The joint emergency communications center shall be known as the Farmville/Prince Edward Emergency Communications Center (the "Center") effective July 1, 2025.

III. EMERGENCY COMMUNICATION CENTER ADMINISTRATIVE BOARD

A. There shall be a joint administrative board responsible for the operation and maintenance of the Center called the Farmville/Prince Edward ECC Administrative Board (the "Administrative Board") comprising of:

1. Farmville Town Manager

2. Prince Edward County Administrator.

B. The Chair of the Administrative Board shall rotate annually.

C. The Administrative Board shall hire an Emergency Communications Director to manage day-to-day operations of the Center.

D. The Administrative Board shall have the authority to hire, discipline and remove the Director.

IV. EMERGENCY COMMUNICATIONS CENTER ADVISORY BOARD

A. There shall be an advisory board to the Administrative Board called the Farmville/Prince Edward Emergency Communications Center Advisory Board (the "Advisory Board") comprising the following members:

1. Prince Edward County Sheriff
2. Town of Farmville Police Chief
3. Longwood University Police Chief
4. Hampden Sydney College Police Chief
5. Prince Edward County Emergency Management Coordinator
6. Town of Farmville Fire Chief
7. One (1) member appointed by the Prince Edward Area Firefighters Association

B. All Advisory Board position terms, other than the member appointed by the Prince Edward Area Firefighters Association, serve ex officio per their respective positions.

1. Each Advisory Board member may appoint an alternate to represent them at Advisory Board meetings.
2. The Prince Edward Area Firefighters Association member's term shall be as determined by the Association.

C. Chair and Vice Chair – The membership of the Advisory Board shall annually select a Chair, Vice Chair and Secretary.

D. Quorum. A quorum shall consist of a majority of the members of the Advisory Board, including alternates.

E. The duties and responsibilities of the Advisory Board include:

1. Reviewing and recommending all policies to the Administrative Board.
2. Reviewing and recommending procedures to implement policies.
3. Reviewing annual reports, prepared by Director, prior to submitting to the Administrative Board.
4. Reviewing and recommending and annual budget to the Administrative Board.

F. The Advisory Board shall meet quarterly on the 3rd Monday of the month. Special meetings may be called by the Chair or any two members by providing notice to all members.

V. LIABLILTY

A. The County and the Town acknowledge and agree that members of the Advisory Board serve as members of a board of the respective governing bodies of the County and the Town and are entitled to the protections of Virginia Code §15.2-1405 and shall be immune from suit arising from the exercise or failure to exercise their discretionary or governmental authority as members of the board in any suit which does not involve the unauthorized appropriation or misappropriation of funds, intentional or willful misconduct, or gross negligence as set forth therein

VI. EMERGENCY COMMUNICATIONS DIRECTOR:

A. The Center shall be managed by an Emergency Communications Director ("Director"). The Director shall be responsible for operating the Center on a day-to-day basis and shall operate the Center in a manner consistent with good management practices and in compliance with all applicable federal, state, and local laws and regulations.

B. Director responsibilities include the following:

1. The Director shall hire, manage, discipline, and remove employees of the Center in accordance with the Town of Farmville's established personnel policies and in consultation with the Administrative Board.
2. Implement policies established by the Advisory Board.
3. Maintain liaison with all emergency service agencies.
4. Represent the Center at all appropriate meetings, forums, or inquiries.

VII. FISCAL MATTERS AND COST SHARING:

A. The Town of Farmville is hereby designated as fiscal agent for the Center. The Town shall be responsible for furnishing, purchasing, providing property and liability insurance coverage, and payroll/benefit functions for the Center, as well as legal counsel.

1. If, in the opinion of the Town Attorney, outside counsel is necessary for the provision of legal services to the Center, the cost shall be split 50/50 between Town and County.

B. The Town as fiscal agent shall maintain the E-911 fund account to track revenue and expenses to ensure monies are available to pay expenses. In addition to the E-911 fund account the Town shall maintain an E-911 reserve account. The year end fund balance of the E-911 fund account shall be transferred to the E-911 reserve account on an annual basis after each year end financial record audit. The balance of the E-911 reserve account shall be reported to the Administrative Board on an annual basis after each year end financial record audit. All employees of the center shall be classified as employees of the Town of Farmville and, as such, would fall under the Town's Personnel Policies and associated grievance procedures.

1. The parties acknowledge that as of the effective date of this Agreement, the Town of Farmville maintains existing fund balances in E-911 fund and reserve accounts dedicated to prior Town operations, including radio equipment for the Town's police and dispatch departments. These pre-existing funds shall remain the exclusive property of the Town and shall not be included in the cost-sharing arrangement or be used to support shared E-911 Center expenses.
2. Once prior approved obligations are fulfilled, all E-911 funds included any reserves will be shared by the parties for the operation of the center, as outlined in Section VII, Paragraph C.

C. After the initial two year buy-in phase with the County paying $346,126.24 per year for operational costs for fiscal years 2026 (prorated based on implementation date) and 2027 payable on a quarterly basis, the County and Town hereby agree to share all costs associated with the operations and maintenance of the Center, after factoring in Hampden-Sydney College's and Longwood University's contractual payments and wireless E-911 funding, at abased on utilization of calls to the center with the County being responsible for Prince Edward County Sheriff's Department and fire and rescue calls. Costs shall include capital costs of all items within the Center including the Center itself but shall not include the cost of the County or Town radio system outside the Center and RF sites which shall be paid for and operated by the County or the Town.

1. For the purposes of this Agreement, "the County or Town radio system" shall mean all equipment, electricity, Radio Frequency (RF), copper, fiber, software, programming and maintenance required to make the public safety radios work, except the portable or mobile radios. Portable or mobile radio purchases and maintenance shall be the responsibility of the individual Party utilizing the portable or mobile radio. The County and Town shall contribute its share of the operating costs each year; provided, however, that such obligation shall be subject to and dependent upon annual appropriations by each respective governing body. The Administrative Board shall annually recommend for approval an operating and capital improvements budget for the fiscal year and notify the County and Town of the amount of their required share to be incorporated into their respective budget by February 15th of each year prior to the fiscal year. All financial obligations created by this Agreement shall be subject to appropriation and shall not be considered debt within the meaning of the Virginia Constitution.

D. The parties acknowledge that Longwood University and Hampden-Sydney College currently use emergency communications system and services through the Center pursuant to an agreement with the Town. Payments received from Longwood and Hampden-Sydney in connection with the provision of emergency communications services shall be applied to the costs of the Center as described in subsection C. Copies of those agreements are attached hereto as **Exhibit A**. The Town agrees that any amendments or other similar agreements affecting the use and operation or funding of the Center among the Town and Longwood University or Hampden Sydney or their designees shall not be entered into without the reasonable review and consent of the County.

VIII. SEVERABILITY OF PARTS OF AGREEMENT:

It is hereby declared to be the intention that the sections, paragraphs, sentences, and clauses of this Agreement are severable. If any section, paragraph, sentence, or clause shall be found to be invalid for any reason, such invalidity shall not affect any of the remaining portions of the Agreement.

IX. TERM OF AGREEMENT:

This Agreement shall take effect upon its execution by the Parties and shall remain in full force and effect, unless otherwise terminated by the Parties or renewed. Any party may withdraw from this Agreement upon three hundred sixty-four (364) days written notice being given to the other parties. Upon such withdrawal by a Party or Parties, the remaining Party or Parties may, at their option, continue to operate the Center.

X. DISPOSITION OF PROPERTY:

Upon the termination of this Agreement or withdrawal of the County or Town, the equitable ownership of all real property, and all equipment in and about the Center jointly purchased shall be allocated between the County and Town based on percentage of current budget. If there is a remaining Party and the withdrawing Party is either the Town or County, the remaining Party may purchase the real property and equipment at the appraised value as established by a qualified appraiser selected by the withdrawing Party.

XI. AMENDMENT:

This Agreement may only be amended in writing that is executed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as follows:

PRINCE EDWARD COUNTY, VIRGINIA

By: ____________________________________
Victor "Bill" Jenkins
Chairman of the Board

Attest: ____________________________________
Clerk to Board of Supervisors
Douglas P. Stanley
County Administrator

TOWN OF FARMVILLE, VIRGINIA

By: ____________________________________
Brian R. Vincent
Mayor

Attest: ____________________________________
Clerk of Town Council
Mary McKay

ACKNOWLEDGED AND AGREED TO:

____
Sheriff, Prince Edward County, Virginia

____
Police Chief, Town of Farmville, Virginia

____
Fire Chief, Town of Farmville, Virginia