



Town of Farmville

Town Council

August 13, 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. **Presentation by Prince Edward County Superintendent Dr. Chip Jones**
8. **Presentation by Davenport & Co. - General Obligation Bond Issuance Process**
9. **Public Hearing**
 - a. Ordinance No. 240 - Establishing a PPEA Policy Ordinance
 - b. Resolution No. 2025-08-02 - to amend land lease for tenants of the Farmville Reg. Airport
10. **Public Comment Period**
 - a. Public Comment Sign-up Sheet
11. **Consent Agenda**
 - a. Draft minutes of the 2025-07-02 Work Session and 2025-07-09 Regular Council Meeting
12. **Finance Report**
 - a. July 2025 Finance Report
13. **Old Business**

Request to Adopt Resolution No. 2025-08-01 - Authorizing the Finance Director to Transfer

 - a. Funds from the General Fund Contingency Account to the Town Manager's Department for Engineering and Consulting Services Related to the Sidewalk Asset Management Plan
14. **New Business**
 - a. Request to Adopt Ordinance No. 240 - Establishing a PPEA Policy Ordinance
 - b. Request to Adopt Resolution No. 2025-08-02 - to amend land lease for tenants of the Farmville Regional Airport
 - c. Request to Adopt Resolution No. 2025-08-03-MOU-Joint Emergency Communications Ctr
 - d. Request to Adopt Resolution No. 2025-08-04 - Authorizing the Use of FY26 NG911 Additional Funding Grant to Support Enhancements to E-911 Operations
15. **Town Manager's Report**
16. **Comments by Mayor and Town Council**

17. Closed Session

- a. 2.2-3711 A.1. Discussion of appointments to the Farmville Planning Commission and Board of Zoning Appeals

**Town of Farmville
Town Council
PUBLIC HEARING NOTICE**

The Farmville Town Council will hold public hearings on Wednesday, August 13, 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 items:

Ordinance No. 240 – Establishing a PPEA Policy Ordinance

This ordinance establishes procedures and guidelines for the Town to receive and evaluate public-private partnership proposals under the Virginia Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA), Code of Virginia § 56-575.1 et seq.

Key provisions of the proposed ordinance include:

1. Allowing the Town to accept both solicited and unsolicited proposals from private entities for qualifying public projects;
2. Requiring public notice and hearings for projects exceeding \$50,000 in value;
3. Establishing clear submission, review, and approval procedures for PPEA proposals;
4. Providing protections for confidential or proprietary information under the Virginia Freedom of Information Act (FOIA);
5. Outlining the process for entering into Interim and Comprehensive Agreements with private partners.

Resolution No. 2025-08-02– to amend land lease for tenants of the Farmville Regional Airport

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

The Farmville Town Council will consider the requests following the public hearings. Any person(s) wishing to comment on the above matters should plan to attend this meeting or submit written comments. Please email Mary McKay at mmckay@farmvilleva.com or mail written comments to PO Drawer 368, Farmville, VA 23901 to arrive by 4:00 PM on Wednesday, August 13, 2025.

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

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



PUBLIC HEARING
Ordinance No. 240 – Establishing a PPEA Policy Ordinance
Town Council Meeting
August 13, 2025
Guests Sign Up Sheet

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



PUBLIC HEARING
**Resolution No. 2025-08-02 to amend land lease for tenants of
the Farmville Regional Airport**
Town Council Meeting
August 13, 2025
Guests Sign Up Sheet

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



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

August 13, 2025

Guests Sign Up Sheet

(Please limit comments to three minutes)

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



Town of Farmville

Agenda Item Summary

MEETING DATE: August 13, 2025

ITEM NUMBER: 11.a. – Draft minutes of the 2025-07-02 Work Session and 2025-07-09 Regular Council Meeting

BACKGROUND:

RECOMMENDATION: Accept the Consent Agenda as presented.

FISCAL IMPACT:

ATTACHMENTS:

1. 2025-07-02 Work Session-DRAFT
2. 2025-07-09 Regular Council Mtg-DRAFT

REGULAR WORK SESSION OF THE FARMVILLE TOWN COUNCIL
HELD ON JULY 2, 2025

At the regular work session of the Farmville Town Council held on Wednesday, July 2, 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, and John Hardy.

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

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

The Clerk called the roll, noting Council member Donald Hunter was absent.

ADOPTION OF AGENDA

Mr. Dwyer made a motion to adopt the agenda as presented, seconded by Mr. Hardy, and with all Council members voting “aye”, the motion passed.

DECLARATION OF PERSONAL INTEREST

There were no declarations of personal interest made.

FINANCE REPORT

Finance Director Julie Moore reported on a resolution to be brought forward for Council’s consideration at the next meeting. The resolution would authorize the Town Manager to sign a loan agreement for new Town vehicles and equipment that was included in the FY26 budget. A local bank will be used for the loan service with a five-year term and a rate of 4.25 percent. Ms. Moore also reported on a memo included in the meeting packet which explains the reclassification of certain revenue to an “other sources” category. A review of the May 2025 charts and reports was provided:

- Comparing revenue to budget, excluding the other sources, the General Fund revenue appears to be on target except for state revenue due to the timing of when reimbursements are received.
- Comparing revenue to prior year, the General Fund and Airport Funds are below. The General Fund is below as ABM project lease proceeds were recognized last year and not

in FY25 and are listed in the other source category. Other earned revenue categories, under permits and fees, were down due to no longer receiving the ICA per diem funding. For miscellaneous revenue, there were insurance proceeds last year from a damaged stoplight claim. For grants in FY24, there was a one-time ARPA grant received but not in FY25 which is why the revenue is slightly below in those areas in FY25 compared to FY24. There are less projects for the Airport Fund in FY25 than in FY24.

- Comparing expenses to budget, overall total expenses are below the eleventh-month mark with only the Water Fund above the budgeted amount due to making the ABM payment.
- Expenses versus prior year, total expenses are slightly above prior year as was discussed in previous months.

Mr. Pairet asked if the payment made to ABM was upon completion of certain work or a regular payment being due payable. Ms. Moore reported the payment made was for a construction in progress payment.

Mr. Yoelin asked if any revenue was generated from the cameras previously mounted on the sidewalks to monitor illegal parking. Clarification was given by Town Manager Davis of the cameras placed near fire hydrants and reported that the figures are included in the parking fines and could be provided at the next meeting.

ABM STATUS REPORT

The Town Manager reported that all work has been completed except for punch list items which have been notated on the certificate of final completion and are to be completed during the warranty and performance period. Council members were provided with a review of the referenced items.

Mr. Yoelin offered a compliment on the ease of using the credit card readers to pay for parking.

DISCUSSION: AIRPORT LEASE

The Town Manager reported on a lease that had been brought forward for the Council's preview and upcoming public hearing. It was mentioned that a few concerns were heard concerning the flat fee being stated for hangars having varied square footage. Council members had been advised also that a different lease agreement for the large hangars would be brought forth separately. Community Development Director Ashley Atkins-Austin has been looking into the pricing as well as enforcement that hangars be used for airplanes instead of for storage. He added

that the Federal Aviation Administration (FAA) does have specific guidelines for hangar usage. The lease is being fine-tuned and will be brought forward again for the Council's review.

COMPREHENSIVE PLAN REVIEW

Town Manager Davis reported on a previous request for Council members to identify some topics for discussion that are big issues for them in the plan and asked for a report of items by the end of the month. A suggestion was made for a review of the largest chapters first and those with the most detail such as land use and transportation, and the section on population and housing. He added there had been past conversations concerning the topic of housing and suggested a more in-depth review of that chapter if there is continued interest in the topic. An August 2025 start date for the comprehensive plan review is anticipated.

A brief discussion was held on the laws going into effect July 1, 2026, and the reference to Accessory Dwelling Units (ADUs) in Family Residential Zoning. Lot sizes were also mentioned as the plan is being reviewed. The amount of remaining open space left inside the Town limits was briefly discussed.

TOWN MANAGER'S REPORT

Town Manager Davis reviewed the organizational changes that he and Public Works Director Stephen Edwards made in the Public Works Department:

- Each division will be supervised by a superintendent who will report to the Public Works Director:
 - Street/Sidewalks/Construction/Maintenance and Water/Sewer/Construction/Maintenance have been combined into one division.
 - Buildings and Grounds
 - Sanitation and Recycling
 - Mechanics
 - Water Treatment and Sewer
- Two Assistant Director positions will not be filled but made available for labor employees in areas more in need of having positions.

He and Deputy Town Manager/Finance Director Julie Moore have been working on the Public-Private Education Facilities and Infrastructure Act (PPEA) ordinance that was mentioned at a previous meeting. It is hoped that a proposed ordinance will be brought forward for review at the August Work Session and a Public Hearing at the August meeting.

All paving work scheduled for the last fiscal year has been completed.

A sidewalk study quote will be provided in next week's meeting packet for consideration to move forward. Council had set aside money in the contingency fund for potentially funding the study in the current budget year.

A proposed contract for a new ladder truck will be brought forward at the next meeting for Council's review to lock in a price while going through the bond process. An increased cost was mentioned if the price is not locked in. A review was made of the savings by committing through a contract to pay upfront instead of paying upon completion of the equipment. Fire Chief Daniel Clark will provide a detailed review of the truck design and timeline at the July 9, 2025, Regular Meeting.

Town Manager Davis announced another organizational change included in the budget being the promotion of Finance Director Julie Moore to Deputy Town Manager effective July 1, 2025.

COMMENTS BY MAYOR AND TOWN COUNCIL

Mr. Hardy offered congratulations and thanks to Ms. Moore.

Mr. Yoelin congratulated and thanked Ms. Moore for everything she does.

Mr. Pairet offered congratulations and remarked that he thinks the Town is headed in the right direction and is pleased with the way things are moving.

Mr. Dwyer offered thanks as well and asked for confirmation concerning the recycling schedule listed on the Town's website. Town Manager Davis added the requested information will be provided to Mr. Dwyer. A brief discussion was held on the recycling schedule with Mr. Dwyer also reporting on the recycling of plastic being questioned on Facebook. The Town Manager advised that plastic is still being recycled.

Mr. Reid offered congratulations as well to Ms. Moore.

Mrs. Amos congratulated Ms. Moore and offered thanks for the road paving.

Mayor Vincent congratulated Ms. Moore and gave a shout-out to law enforcement who recently faced an interesting challenge but collaborated well with area partners. He mentioned the heroic action of Officer Derrick Thompson and offered thanks to Police Chief Andy Ellington and to their efforts in keeping everyone safe.

A reminder was made of the Fireworks After Dark event planned for July 3rd. Streets to be blocked off were posted online and all were asked to join in the festivities.

CLOSED SESSION – 2.2-3711(A)(1)

On motion by Mr. Yoelin, seconded by Mr. Dwyer, and with Council members Amos, Reid, Dwyer, Pairet, Yoelin, and Hardy voting “yes”, Council went into closed session under 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 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: Six ayes, No noes

MOTION: Yoelin

SECOND: Pairet

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

NOES: None

ABSENT DURING VOTE: Hunter

ABSENT DURING MEETING: Hunter

Clerk of Council

There being no other business and on a motion by Mrs. Amos, seconded by Mr. Reid, and with all Council members voting “aye”, the meeting adjourned at 7:15 PM.

APPROVED:

ATTEST:

Brian R. Vincent, Mayor

Mary H. McKay, Clerk of Council

REGULAR MEETING OF THE FARMVILLE TOWN COUNCIL
HELD ON JULY 9, 2025

At the regular meeting of the Farmville Town Council held on Wednesday, July 9, 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 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, Deputy Town Manager/Finance Director Julie Moore, Community Development Director Ashley Atkins-Austin, Attorney Catherine Douglass, Deputy Clerk and IT Support Jacqueline Vaughan, and Clerk of Council Mary McKay.

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

The Clerk called the roll, noting Council member Sallie Amos was absent.

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

ADOPTION OF AGENDA

Mr. Hunter made a motion to adopt the agenda as presented, 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.

PUBLIC COMMENT PERIOD

With no one signed up to provide comments, Mayor Vincent closed the Public Comment period.

CONSENT AGENDA

Mr. Reid made a motion to approve the Consent Agenda as presented, seconded by Mr. Pairet, and with all Council members stating “aye”, the motion passed. The Consent Agenda included the draft minutes of the June 4, 2025, Joint Meeting of the Council and Planning Commission and the June 11, 2025, Regular Council Meeting.

FINANCE REPORT

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

BACKGROUND: Deputy Town Manager/Finance Director Julie Moore provided a review of the June 2025 Finance Report:

- ABM project - \$1,536. earned which will go towards a payment on the project. The remaining amount will be held until the completion of the outstanding items that were mentioned by the Town Manager at the July Work Session.
- Virginia Investment Pool (VIP) - \$14,297. earned income;
- Benchmark Community Bank sweep accounts - \$ 5,216. earned income;
- Local Government Investment Pool (LGIP) - \$37,289. earned income;
- The total income earned for June 2025 was \$56,802.

DISCUSSION OF SIDEWALK ASSET MANAGEMENT PLAN

Town Manager Davis reported on an estimate received from Hurt & Proffitt which could be used without a request for proposal, having previously gone out to bid through the Commonwealth Regional Council (CRC) as engineering services. He continued by reporting that a resolution to move money from the contingency fund could be brought back for consideration if the Council wants to move forward and initiate the agreement. A brief discussion was held on the amount in the discretionary fund from an inquiry made by Mr. Pairet.

Mr. Yoelin asked for an overview and cost in addition to posing questions for clarification of the proposed sidewalk study. The Town Manager reported that a topographical survey would be conducted, and sidewalk data collected as the condition of the existing sidewalks is examined. He reported an \$87,400 estimate for the plan and that there are assumptions and a possible increase in cost.

Mr. Hunter asked if the proposed plan could include future areas needing sidewalks and provided Milnwood Road as an example. The Town Manager added the estimate provided is for the existing sidewalks but that he could ask Hurt & Proffitt staff that question. A brief discussion was held on previously having plans for a project on Milnwood Road that was not completed.

Mr. Pairet asked about any available funding to offset some of the cost of doing the survey work for the sidewalk asset management plan.

Mr. Hardy noted his concern in the area from Griffin Boulevard to Main Street, having to cross the street there and having no sidewalks.

Town Manager Davis advised that the initial conversation with the Council was to have an asset management plan for existing sidewalks with Mr. Yoelin confirming that the study was to be

the assessment of the existing sidewalk infrastructure and having a template for the Public Works Department to work with.

Mr. Dwyer asked about the funding placed in the budget for the study and mentioned the increasing costs due to inflation.

Mr. Hunter reiterated his request of wanting the question asked if the plan could include other areas, such as Milnwood Road or Griffin Boulevard.

Mayor Vincent confirmed a consensus with the Council to move forward with the sidewalk asset management plan.

Town Manager Davis reported that he would ask what the additional cost would be for non-existing sidewalks and look into any available grant funding for the proposed project.

DISCUSSION AND APPROVAL OF FIRE DEPARTMENT LADDER TRUCK CONTRACT

Mr. Dwyer made a motion to authorize the Town Manager to sign Atlantic Emergency Solutions Contract (bid #1389), seconded by Mr. Hunter, and with a recorded vote of Council members Reid, Dwyer, Pairet, Yoelin, Hunter, and Hardy voting “yes”, the motion passed.

BACKGROUND: Town Manager Davis asked Fire Chief Daniel Clark to provide the Council with a review of the process of building and buying a fire truck. Chief Clark reported that it was known a ladder truck is needed and therefore reached out to different vendors and manufacturers to determine what would meet the needs and best serve the Town of Farmville. Council members were provided with an estimate of a Pierce mid-mount truck with 100 ft. ladder for review. He continued by explaining the usage of a basket on the ladder with this set-up being safer during rescues. It was noted that there is a 48-month build time for the truck and that a local service center is located in Chesterfield. The Town of Blackstone has a similar ladder truck and staff were able to drive their truck through Farmville, setting up at different buildings throughout town to ensure this model would suit the Town’s needs. The Town Manager advised this truck would also fit under the bridge on River Road. Discussion was held as Council members asked questions on the proposed fire truck estimate. As the existing truck is still marketable, it would go up for sale. It was mentioned that the life of a truck typically is 20 years for the engine and that the current 2005 truck has a rebuilt engine costing approximately \$35,000. The estimate provided is for a truck with extension ladders but does not include hoses and fittings as equipment would be transferred from the existing ladder truck. Town Manager Davis reported \$3 million is set aside for a truck and \$13 million set aside for renovation and expansion of the firehouse and are high-

end figures for the general obligation bond. No assistance is being provided at this time from Longwood University for the truck purchase. An estimate of \$2,487,985 was stated with a savings of \$365,569 if prepayment is made. Mr. Pairet noted the possible increased costs that were explained in detail in the contract.

REQUEST APPROVAL OF RESOLUTION NO. 2025-07-01–FINANCING OF EQUIPMENT

Mr. Dwyer made a motion to approve Resolution No. 2025-07-01 Financing of Equipment, seconded by Mr. Hunter, and with a recorded vote of Council members Dwyer, Pairet, Yoelin, Hunter, Hardy, and Reid voting “yes”, the motion passed.

BACKGROUND: Town Manager Davis reported that the vehicles and equipment being financed with this agreement are listed in the FY2025-2026 Capital Improvement Plan.

**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:

Member Name	Voting				
	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

TOWN MANAGER'S REPORT

Several updates were provided by Town Manager Davis:

- The sewer plant conversion began on July 2, 2025.
- Construction of the splashpad bathrooms has been delayed due to the architectural firm not factoring into the drawings that the area is in a flood plain.
- A thank you was provided to all the active employees and volunteers for their hard work on the July 3rd Fireworks After Dark event.

COMMENTS BY MAYOR AND TOWN COUNCIL

In addition to stating that the fireworks were awesome, Council member Hardy commented on the fantastic planning for the Fireworks After Dark event, for the employees who were in attendance, and the extremely helpful officers.

Mr. Yoelin remarked on the really good job done with the fireworks this year as he heard nothing but great commendations throughout Town.

Mr. Pairet followed his fellow Council members in that he thought the event was very recognized and fantastic, noting the Public Works and Police departments, Town employees, and to Jackie Vaughan for helping to implement the event for the last four years.

Mayor Vincent echoed all the sentiments offered, mentioned the great opportunity to have everyone downtown, and expressed appreciation for the efforts of Ms. Vaughan, Public Safety and Public Works staff.

Town Manager Davis added that the interior of the train station had been repainted.

CLOSED SESSION 2.2-3711 A.1.

On motion by Mr. Hardy, seconded by Mr. Hunter, and with Council members Pairet, Yoelin, Hunter, Hardy, 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 performance of the Town Manager and Clerk of Council.

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: Six ayes, No noes

MOTION: Hardy

SECOND: Hunter

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

NOES: None

ABSENT DURING VOTE: Amos

ABSENT DURING MEETING: Amos

Clerk of Council

ADDENDUM TO TOWN MANAGER'S CURRENT CONTRACT

Mr. Pairet made a motion that an addendum be made to the Town Manager's current contract to extend his severance from six months to one year for unjust cause of dismissal with the Mayor signing the addendum, seconded by Mr. Reid, and with a recorded vote of Council members Hunter, Hardy, Reid, Dwyer, Pairet, and Yoelin voting "yes", the motion passed.

There being no other business and on a motion by Mr. Reid, seconded by Mr. Hunter, and with all Council members voting "aye", the meeting adjourned at 7:27 PM.

APPROVED:

ATTEST:

Brian R. Vincent, Mayor

Mary H. McKay, Clerk of Council



Town of Farmville

Agenda Item Summary

MEETING DATE: August 13, 2025

ITEM NUMBER: 12.a. – July 2025 Finance Report

BACKGROUND: Deputy Town Manager/Finance Director Julie Moore will provide a verbal report.

RECOMMENDATION: Accept the Finance Report as presented.

FISCAL IMPACT:

ATTACHMENTS:

1. Finance Report - July 2025
2. Variable Revenue - July 2025
3. Rescue Squad 2025-2026-Monthly Expenses-July 25
4. Rescue Squad 2025-2026-YTD Expenses

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

FUND NUMBER	FUND TITLE	BALANCE 7/01/2025	NET CHANGE	BALANCE 07/31/2025
<u>UNRESTRICTED FUNDS</u>				
10	GENERAL FUND	\$ 903,634	\$ 1,164,308	\$ 2,067,942
15	ST MAINT FUND	1,468,549	(1,163,147)	305,402
40	WATER FUND	1,417,911	77,267	1,495,178
42	SEWER FUND	1,896,911	57,504	1,954,415
44	TRANSPORTATION FUND	1,013,566	24,841	1,038,407
45	AIRPORT FUND	<u>(62,889)</u>	<u>11,563</u>	<u>(51,326)</u>
TOTAL	UNRESTRICTED FUNDS	\$ 6,637,681	\$ 172,336	\$ 6,810,017
<u>RESTRICTED FUNDS</u>				
10	ARPA-COVID FUNDS	\$ 4,099,340	\$ (680,413)	\$ 3,418,927
10	ENHANCED 911-WIRELESS	514,307	(128,161)	386,146
10	E911-RESERVE	133,399	17	133,416
10	SET ASIDE ACCOUNT	4,288,216	(1,444,044)	2,844,172
10	E-CITATION	33,421	898	34,319
10	MEDICAL COMPENSATION	81,856	57	81,913
10	BOA - LEASE PURCHASE	134,233	521	134,754
40	BOA - LEASE PURCHASE	291,149	1,078	292,227
42	COUNCIL RESTRICTED	2,541,036	13,043	2,554,079
70	NARCOTICS FUND	14,166	99	14,265
70	TASK FORCE	-	-	-
TOTAL	RESTRICTED FUNDS	\$ 12,131,123	\$ (2,236,905)	\$ 9,894,218
TOTAL ALL FUNDS		\$ 18,768,804	\$ (2,064,569)	\$ 16,704,235

UNRESTRICTED FUNDS - ACCOUNTED FOR AS FOLLOWS:

PETTY CASH	\$ 2,500
VIP ACCT - GOLF SALE PROCEEDS	1,015,963
VIP ACCTS - UNRESTRICTED	1,125,169
LGIP ACCT - UNRESTRICTED	3,160,682
CHECKING ACCT-BENCHMARK-AIRPORT	339,430
CHECKING ACCOUNT-BENCHMARK-UNRESTRICTED	<u>1,166,273</u>
TOTAL UNRESTRICTED FUNDS	\$ 6,810,017

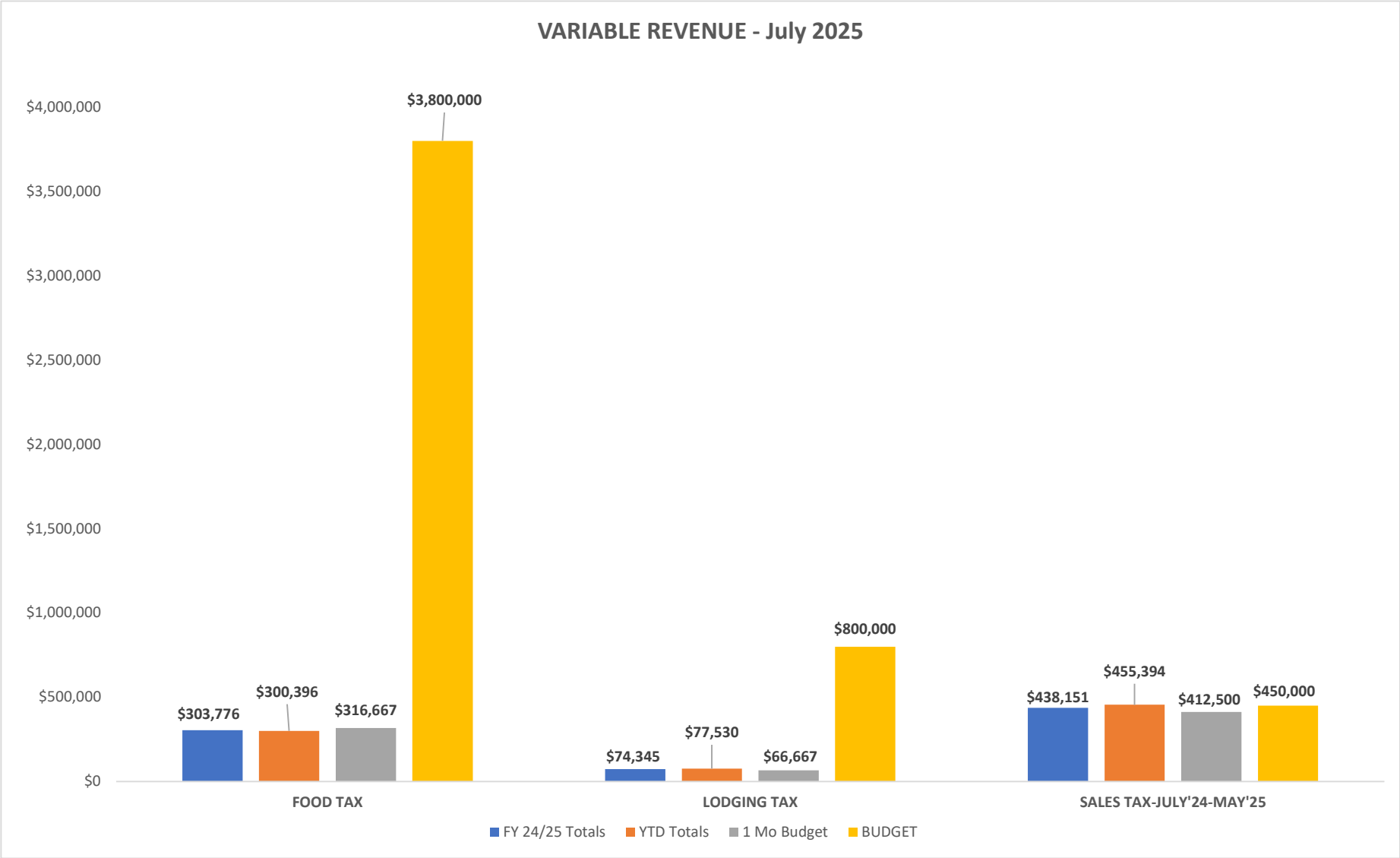
RESTRICTED FUNDS - ACCOUNTED FOR AS FOLLOWS:

LGIP ACCT - ARPA -COVID FUNDS	\$	3,418,927
MONEY MARKET - BENCHMARK - 911 WIRELESS		48,604
VIP ACCT - WIRELESS		337,542
INTEREST CHECKING-BENCHMARK-E911 RESERVE		133,416
INTEREST CHECKING-BENCHMARK-SET ASIDE ACCOUNT		1,186,933
LGIP ACCT - SET ASIDE ACCOUNT		1,193,368
VIP ACCT - SET ASIDE ACCOUNT		463,871
INTEREST CHECKING-FARMERS BANK-E-CITATION ACCOUNT		34,319
INTEREST CHECKING-BENCHARK-MEDICAL COMPENSATION		81,913
VIP ACCT - BOA - LEASE PURCHASE		426,981
VIP ACCT - FUND 42 - COUNCIL RESTRICTED		1,125,140
LGIP ACCT - FUND 42 - COUNCIL RESTRICTED		1,428,939
INTEREST CHECKING-BENCHMARK - NARCOTICS FUND-STATE		14,265
INTEREST CHECKING-BENCHMARK-TASK FORCE		-
TOTAL RESTRICTED FUNDS	\$	9,894,218

RESPECTFULLY SUBMITTED:



Julie A. Moore, CPA, CFE, CGFM



JULY MONTHLY COST-RESCUE SQUAD

<u>DATE</u>	<u>VEHICLE</u>	<u>DESCRIPTION OF SERVICE</u>	<u>Man</u>	<u>LABOR</u>	<u>MATERIAL</u>	<u>EQUIPMENT</u>	<u>FUEL</u>
			<u>Hours</u>	<u>COST</u>	<u>COST</u>	<u>COST</u>	<u>COST</u>
9-Jul	Rescue 14	Overheating (wo 26-00056)	8	\$173.08	\$1,134.17		
3-Jul	Rescue 14	Loosing Power (wo 26-00032)	3	\$64.90	\$35.95		
22-Jul	Rescue 12	Oil Change (wo 26-00146)	2.5	\$54.09	\$253.47		
30-Jul	Rescue 12	Tires, Front end alignment (wo 26-00204)	5	\$119.62	\$1,361.96		
28-Jul	Grass Crew	Cutting grass	8	\$153.50			
7-Jul	Trash Crew	Pick up trash weekly	3	\$67.61			
14-Jul	Trash Crew	Pick up trash weekly	3	\$67.61			
21-Jul	Trash Crew	Pick up trash weekly	3	\$67.61			
28-Jul	Trash Crew	Pick up trash weekly	3	\$67.61			
		Cut Grass				\$310.00	
		Fuel Cost					\$955.34

Total Labor Cost		\$835.63
Total Material Cost		\$2,785.55
Total Equipment Cost		\$310.00
Total Fuel Cost		\$955.34
Total July		\$4,886.52

YTD Total		\$4,886.52
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Year-to-Date Costs - Rescue Squad
July 2025 - June 2026

	<u>July</u>	<u>August</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>Total</u>
Labor	835.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$835.63
Materials	2,785.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$2,785.55
Equipment	310.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$310.00
Fuel	<u>955.34</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>\$955.34</u>
	\$4,886.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,886.52



Town of Farmville

Agenda Item Summary

MEETING DATE: August 13, 2025

ITEM NUMBER: 13.a. – Request to Adopt Resolution No. 2025-08-01 - Authorizing the Finance Director to Transfer Funds from the General Fund Contingency Account to the Town Manager's Department for Engineering and Consulting Services Related to the Sidewalk Asset Management Plan

BACKGROUND: VERBAL REPORT BY FINANCE DIRECTOR

To support the development of the Town of Farmville's Sidewalk Asset Management Plan and ensure sufficient resources for engineering and consulting services, it is necessary to transfer funds from the General Fund's contingency line item to the Town Manager's Department. This adjustment will allow the Town to move forward with professional evaluations of existing sidewalk infrastructure, ADA compliance assessments, and long-term planning for sidewalk improvements.

The proposed transfer is outlined below:

General Fund:

- Transfer of \$87,400 from Department 9300 – Transfers and Contingency, Account 10-9300-5999 (Contingency) to Department 1200 – Town Manager, Account 10-1200-3000 (Engineering/Consulting Fees)

PURPOSE: The purpose of this transfer is to provide funding for professional services necessary to complete the Town's Sidewalk Asset Management Plan, which is a critical component in supporting safe, accessible, and well-maintained pedestrian infrastructure throughout Farmville.

ACTION REQUESTED: Approval of the following: Transfer of \$87,400 within the General Fund from 10-9300-5999 to 10-1200-3000 to support the Sidewalk Asset Management Plan through engineering and consulting services.

RECOMMENDATION: Adopt Resolution No. 2025-08-01

FISCAL IMPACT:

ATTACHMENTS:

1. Resolution No. 2025-08-01

Resolution No. 2025-08-01

**A RESOLUTION TO TRANSFER FUNDS WITHIN THE GENERAL FUND FOR THE FISCAL YEAR
BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026**

WHEREAS, it is necessary to transfer funds within the General Fund to provide adequate resources for the development of the Town of Farmville’s Sidewalk Asset Management Plan; and

WHEREAS, the project requires professional engineering and consulting services, and sufficient funds are not currently budgeted in the Town Manager’s Department to support this effort; and

WHEREAS, the General Fund contains contingency funds in Department 9300 – Transfers and Contingency, which may be allocated to cover these expenses;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Farmville that:

- Funds in the amount of \$87,400 be transferred from Department 9300 – Transfers and Contingency, Account 10-9300-5999 (Contingency) to Department 1200 – Town Manager, Account 10-1200-3000 (Engineering/Consulting Fees) for the purpose of a Sidewalk Asset Management Plan.
- The Finance Director is hereby authorized to make all necessary adjustments to the General Fund accounts to effectuate this transfer.

Approved:

Mayor

Attest:

Town Clerk

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 _____.



Town of Farmville

Agenda Item Summary

MEETING DATE: August 13, 2025

ITEM NUMBER: 14.a. – Request to Adopt Ordinance No. 240 - Establishing a PPEA Policy Ordinance

BACKGROUND: The proposed ordinance would establish an available procurement method, as outlined in Code of Virginia 56-575.1 - 56.575.157, and allow for qualifying public-private partnership proposals for the development of public infrastructure and facilities in the Town of Farmville.

A Public Hearing is scheduled for August 13, 2025.

RECOMMENDATION: Adopt Ordinance No. 240

FISCAL IMPACT:

ATTACHMENTS:

1. Ordinance 240 - PPEA

ORDINANCE NO. 240

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 direct 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"), except 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 13, 2025

ITEM NUMBER: 14.b. – Request to Adopt Resolution No. 2025-08-02 - to amend land lease for tenants of the Farmville Regional Airport

BACKGROUND: A proposed lease was brought forward for review at the May 7, 2025, Work Session. The pricing on the attached lease agreement reflects a change and is based on the square footage of the area being leased instead of a flat fee.

Additional revenue would help towards future work needed to change out the gas pumps from underground to above ground pumps.

A Public Hearing is scheduled for August 13, 2025.

RECOMMENDATION: Adopt Resolution No. 2025-08-02

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 Pairret _____.

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 13, 2025

ITEM NUMBER: 14.c. – Request to Adopt Resolution No. 2025-08-03-MOU-Joint Emergency Communications Ctr

BACKGROUND: The attached resolution would authorize the Town of Farmville to enter into a joint agreement with Prince Edward County to establish and operate a consolidated Emergency Communications Center.

RECOMMENDATION: Adopt Resolution No. 2025-08-03

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 1st 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 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. LIABILITY

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 a based 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



Town of Farmville

Agenda Item Summary

MEETING DATE: August 13, 2025

ITEM NUMBER: 14.d. – Request to Adopt Resolution No. 2025-08-04 - Authorizing the Use of FY26 NG911 Additional Funding Grant to Support Enhancements to E-911 Operations

BACKGROUND: VERBAL REPORT BY TOWN MANAGER

The Town of Farmville has been awarded \$150,000 through the FY26 NG911 Additional Funding grant from the Virginia 9-1-1 Services Board. These funds are to be used for allowable, supplemental enhancements to the Town's E-911 operations and communications systems, as outlined in the FY26 PSAP Grant Guidelines.

The E-911 Dispatch Manager has identified the following eligible items and enhancements to be funded by the grant:

- ESINET FY25 Charges – \$61,881
- Total Response Service Replacement (EMD) – \$22,016
- IT System Upgrades – \$11,933
- Relocate Recorder to Equipment Room – \$1,500
- Retention Bonuses (18 full-time at \$2,500 and 4 part-time at \$1,250) – \$50,000
- First Net/Star Link Redundancy – \$2,670

These items are intended to enhance operational capacity, maintain service continuity, and improve emergency response capabilities. No local funds are being replaced or supplanted through this grant.

ACTION REQUESTED: Approval of the following:

- Authorize the use of the \$150,000 awarded through the FY26 NG911 Additional Funding grant for the listed eligible enhancements.
- Approve the budget amendment to reflect the grant award and allow for appropriate reimbursement submissions in accordance with grant guidelines.

PURPOSE: To enhance and modernize Farmville's E-911 operations using state-awarded grant funds, improving public safety services without the use of local taxpayer dollars.

RECOMMENDATION: Adopt Resolution No. 2025-08-04

FISCAL IMPACT:

ATTACHMENTS:

1. NG911 Grant Resolution

Resolution No. 2025-08-04

A RESOLUTION TO AUTHORIZE THE USE OF FY26 NG911 ADDITIONAL FUNDING GRANT FOR ENHANCEMENTS TO E-911 OPERATIONS

WHEREAS, the Town of Farmville has been awarded \$150,000 in FY26 NG911 Additional Funding by the Virginia 9-1-1 Services Board; and

WHEREAS, the grant funds are to be used for eligible and allowable costs as outlined in the FY26 PSAP Grant Guidelines, and are intended to enhance existing E-911 services and technology; and

WHEREAS, the Town affirms that these funds will supplement and support, rather than supplant, existing public safety budgets and commitments; and

WHEREAS, the E-911 Dispatch Manager has identified key enhancement projects and retention efforts to strengthen the continuity and effectiveness of emergency communication operations;

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

That the E-911 Dispatch Manager is hereby authorized to expend the \$150,000 awarded through the FY26 NG911 Additional Funding grant for the following eligible purposes:

- ESINET FY25 Charges – \$61,881
- Total Response Service Replacement (EMD) – \$22,016
- IT System Upgrades – \$11,933
- Relocate Recorder to Equipment Room – \$1,500
- Retention Bonuses (18 full-time at \$2,500 and 4 part-time at \$1,250) – \$50,000
- First Net/Star Link Redundancy – \$2,670

The Finance Director is authorized to make the appropriate budget entries to reflect this grant award and ensure all reporting, reimbursement, and audit requirements are met in accordance with VDEM and the Virginia 9-1-1 Services Board guidelines.

This resolution shall be effective 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: _____



Town of Farmville

Agenda Item Summary

MEETING DATE: August 13, 2025

ITEM NUMBER: 17.a. – 2.2-3711 A.1. Discussion of appointments to the Farmville Planning Commission and Board of Zoning Appeals

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 appointments to the Farmville Planning Commission and Board of Zoning Appeals.

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