



TOWN COUNCIL REGULAR MEETING

April 01, 2024 at 7:00 PM

Council Chambers – Town Municipal Center

AGENDA

CALL TO ORDER – *Mayor Leonard*

INVOCATION – *Councilman Taylor*

PLEDGE OF ALLEGIANCE – *Mayor Leonard*

CONSIDER REMOTE PARTICIPATION – *Mayor Leonard*

PUBLIC COMMENT – *Mayor Leonard*

AGENDA ADOPTION – *Mayor Leonard*

STAFF REPORTS - *Mr. Tolbert*

1. [General Government March Report](#)
2. [CPD March Report](#)
3. [Public Works March Report](#)
4. [Emergency Services March Report](#)

COMMITTEE REPORTS – *Council*

5. [Budget and Personnel Committee Minutes](#)

ADOPTION OF MINUTES - *Mayor Leonard*

6. [Council Meeting March 4 Minutes](#)

VTC CONFERENCE REPORT - *Ms. Leonard*

CONSIDER RENEWAL OF PUMP AND HAUL AGREEMENT - *Mr. Tolbert*

7. [Budget and Personnel Committee Minutes](#)
8. [White Raven's nest Pump and Haul Agreement](#)

CONSIDER PPEA AND PPTA GUIDELINE ADOPTION - *Mr. Tolbert*

9. [PPEA, PPTA Memo](#)
10. [PPEA, PPTA Guidelines](#)

FINAL ADJUSTMENTS - FY 25 BUDGET - Mr. Tolbert

11. [FY25 Budget - Third Draft Memo](#)
12. [FY25 Budget - Third Draft Summary](#)

CONSIDER NAMING OF NEW PRIVATE ROAD - Mr. Tolbert

13. [New Road Name Memo](#)
14. [New Road Location Memo](#)

MAYOR AND COUNCIL COMMENTS – Mayor Leonard

CLOSED MEETING - *in Accordance with § 2.2-3711 (A,1) of the Code of Virginia for the purpose of Personnel Assignment*

15. [Closed Meeting Motion - Mayor Leonard](#)

CERTIFICATION OF CLOSED MEETING *in Accordance with § 2.2-3712 (D) of the Code of Virginia*

16. [Certification Motion - Mayor Leonard](#)

ADJOURN

Grants:

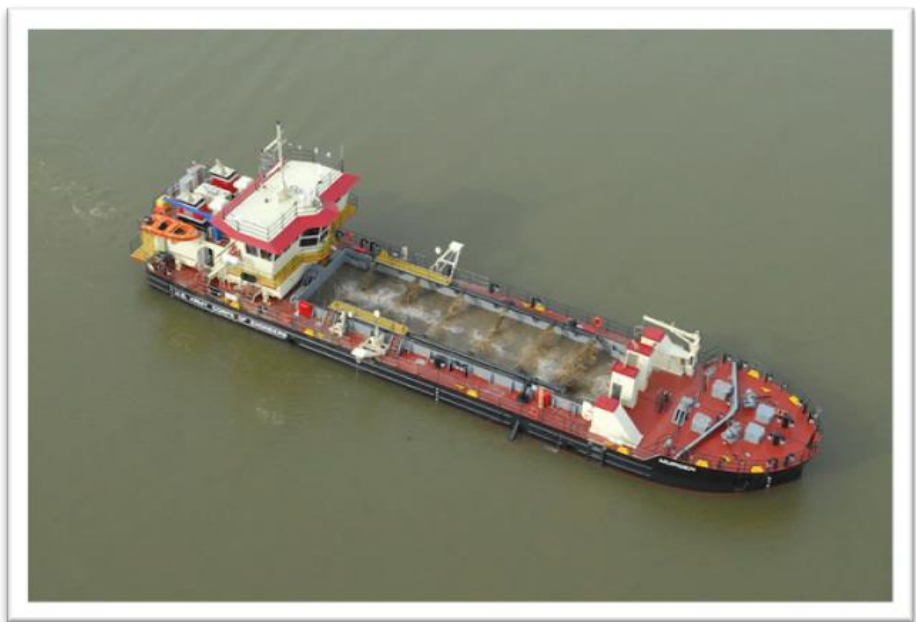
DEQ – The Septic Local Partners Program administered by the DEQ provides funds to replace failing septic systems. The funding levels are either 50% or 100% reimbursement for each project depending on the applicant’s income. Last week I was contacted by the Director of the SLPP program who offered the Town an additional \$162,390.25 of unused funds. I immediately accepted the offer and completed the required paperwork. This increases the total value of our grant to \$912,390.25 to be used toward the repair of failing residential septic systems. Awardees will be selected by a committee through a local application process. I will be advertising this program this month.

VMRC – In March, the Town was awarded \$60,000 by the VMRC’s Abandoned Derelict Vessel program to remove several abandoned vessels that are still grounded in local waters. This work will be advertised for bid this month and will proceed without delay once a contract has been awarded.

DCR – The Town of Chincoteague was awarded a grant by the Department of Conservation and Recreation DCR, through their Community Flood Preparedness Fund CFPF. This project will develop and adopt a resilience plan for the Town and build regional resilience capacity through training and education. The \$65,000 grant was applied for in November with the assistance of ODU’s Institute for Coastal Adaptation and Resilience. We will begin work on this project in the next several weeks.

Dredging

Recently the ACOE ordered the dredge Murden to begin maintenance dredging of the Chincoteague Federal Channel and the CMH. This work began on March 17 and proceeded for 7 days. The object was to maintain the federal channel to a depth of -10 to -12 feet mean low, low water MLLW. The Murden completed its work, which included the entrance to the Curtiss Merritt Harbor to a depth of -9 feet on March 24.



ACOE Dredge Murden

Trolley

The Name the trolley survey was completed on March 22. Each Class at Chincoteague Elementary School was presented with choices of names for the new trolley including Phantom, Pied Piper, Phantom Wings, Thunder, Sandpiper. All were names of famous Chincoteague Ponies. Of the 13 classes at CES, Thunder was the clear winner garnering 103 of 219 votes. The distribution is as follows;

Thunder - 103

Sandpiper – 54

Phantom Wings - 35

Phantom - 0

Pied Piper – 0



Seeing the results, we would propose the name “Thunder” to council as the name for the newest trolley.

The existing Pied Piper will be retired from regular trolley service and we will be working with DRPT to purchase it for the Town of Chincoteague. That vehicle will be used for numerous worthwhile events without the restrictions that accompany DRPT funded vehicles.

Regular Trolley service will begin again on May 3 for the 2024 season and will be in full service for the Seafood Festival on Saturday May 4.

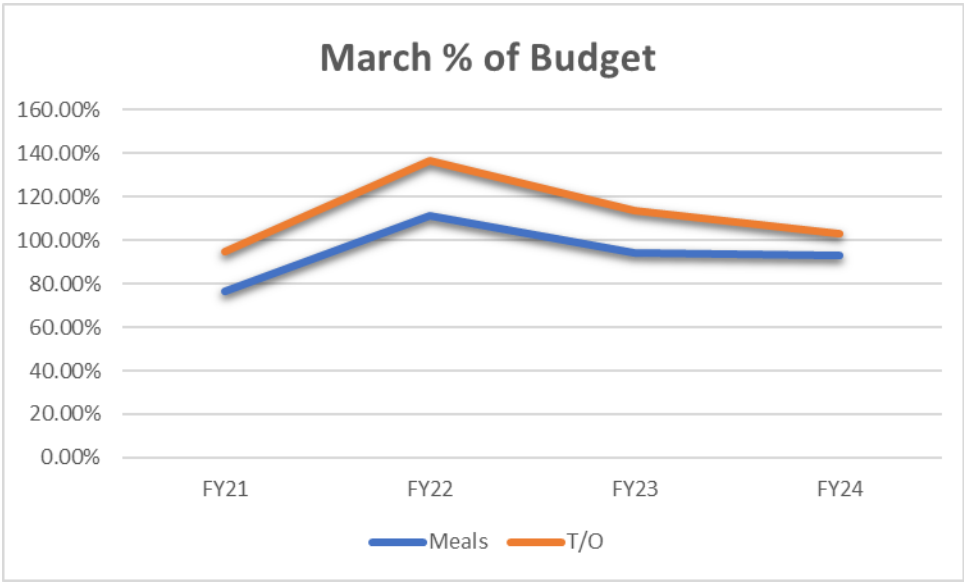
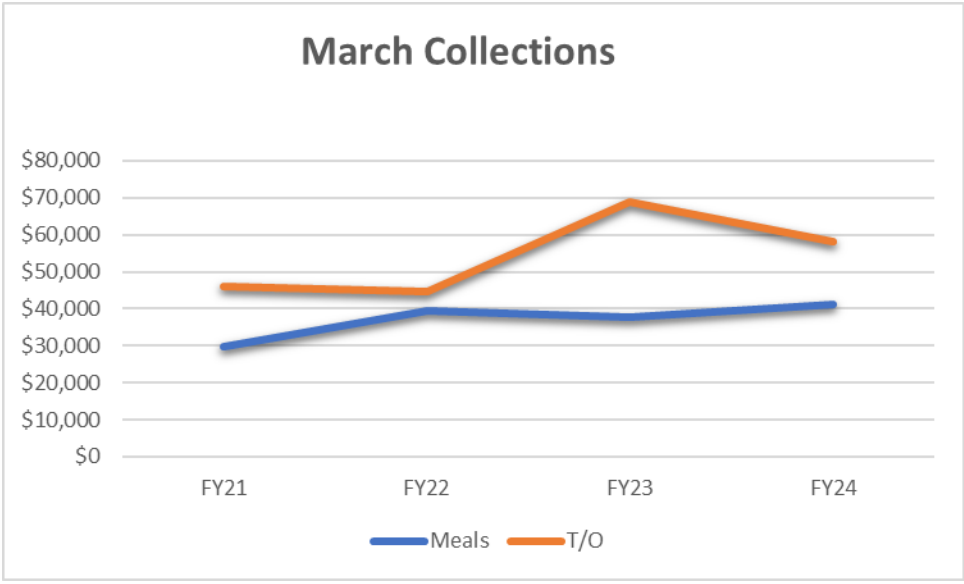
Signs for the new trolley stops announced last month have been installed and will be utilized when service resumes.

Meals and TOT:

The data in the table below represent collections for the month of March which reflect the level of business by food and lodging establishments in Town for the month of February. Meals Tax is up slightly for the month year over year and exceeds the two-year average. TOT has exceeded 100% of budgeted revenue but is down significantly for the month of March from last year.

Figures shown are for accounts posted by 03-26-24.

Meals and TOT March (February Activity)					
March Collections			Fiscal Year		
Meals Tax	Tax Collected	2 year average	Budget	YTD	% of Budget
FY21	\$29,673	\$38,690	\$1,100,000	\$841,707	76.52%
FY22	\$39,551		\$1,000,000	\$1,113,494	111.35%
FY23	\$37,829		\$1,200,000	\$1,132,353	94.36%
FY24	\$41,086		\$1,300,000	\$1,210,991	93.15%
Deviation from 2 yr. Meals Tax Avg.		\$2,396			
T/O Tax	Tax Collected	2 year average	Annual Budget	YTD	% of Budget
FY21*	\$45,937	\$56,785	\$1,290,000	\$1,221,179	94.67%
FY22	\$44,738		\$1,400,000	\$1,915,973	136.86%
FY23	\$68,832		\$1,700,000	\$1,928,908	113.47%
FY24	\$58,122		\$2,000,000	\$2,055,111	102.76%
Deviation from 2 yr. T/O Tax Avg.		\$1,337			
*Increase in T/O Tax from 4% to 5% effective 1-1-21					



After at least 2 years of phone calls, emails, letter writing and other such negotiations, it appears that we will finally be installing mailboxes in the Ocean Breeze development. For a number of years, residents of Ocean Breeze have been required to physically visit the post office downtown to retrieve their mail. This was due to a lack of mailboxes installed at Ocean Breeze. The residents tried for some time to have the post office grant individual home delivery to no avail.

The Town became involved a few years ago at the request of the residents and negotiated a compromise using cluster boxes. The US Postal Service agreed to provide the boxes and the Town agreed to install them once they were delivered. The new boxes were delivered 2 weeks ago. These boxes will be installed at the entrance to Ocean Breeze off Ridge Road. We have selected an area that provides a lighted pull-off lane where residents can safely and conveniently park and retrieve their mail. We are planning to have this project completed by Memorial Day.



The summary below reflects the Town’s overall budget picture as of March 27, 2024, for the first 9 months of FY24. The spring budget amendment that we will be presented in April and will bring this summary more in line with previous years.

BUDGET vs. ACTUAL - March 2024							
10 GENERAL FUND	FY24 BUDGET	FY23 MTD	FY24 MTD	FY23 YTD	FY24 YTD	VARIANCE	%
REVENUE TOTAL	\$ 7,563,652.00	\$ 591,146.01	\$ 302,705.67	\$ 7,645,154.05	\$ 6,518,494.40	\$ (1,045,157.60)	86%
EXPENSE TOTAL	\$ 7,563,652.00	\$ 447,185.61	\$ 329,195.06	\$ 3,942,594.85	\$ 4,799,195.90	\$ 2,764,456.10	63%
GENERAL GOVERNMENT EXPENSE TOTAL	\$ 2,469,519.00	\$ 129,120.98	\$ 86,298.15	\$ 1,159,015.14	\$ 1,453,398.18	\$ 1,016,120.82	59%
EMS EXPENSE TOTAL	\$ 1,304,989.00	\$ 88,441.73	\$ 80,783.39	\$ 679,854.87	\$ 738,142.12	\$ 566,846.88	57%
PUBLIC WORKS EXPENSE TOTAL	\$ 1,302,870.00	\$ 83,363.06	\$ 41,984.95	\$ 836,594.42	\$ 912,803.37	\$ 390,066.63	70%
MOSQUITO CONTROL EXPENSE TOTAL	\$ 138,241.00	\$ 3,346.32	\$ 266.93	\$ 163,142.74	\$ 66,240.71	\$ 72,000.29	48%
ROADS EXPENSE TOTAL	\$ 705,160.00	\$ 23,009.85	\$ 30,094.91	\$ 162,886.09	\$ 468,577.99	\$ 236,582.01	66%
POLICE EXPENSE TOTAL	\$ 1,313,220.00	\$ 90,374.75	\$ 71,552.86	\$ 736,330.70	\$ 948,768.23	\$ 364,451.77	72%
DISPATCHERS EXPENSE TOTAL	\$ 329,653.00	\$ 29,528.92	\$ 18,213.87	\$ 204,770.89	\$ 211,265.30	\$ 118,387.70	64%
30 CURTIS MERRITT HARBOR	FY24 BUDGET	FY23 MTD	FY24 MTD	FY23 YTD	FY24 YTD	VARIANCE	%
HARBOR REVENUE TOTAL	\$ 868,284.00	\$ 5,715.00	\$ 5,900.00	\$ 225,498.73	\$ 485,247.51	\$ (383,036.49)	56%
HARBOR EXPENSE TOTAL	\$ 868,284.00	\$ 89,614.29	\$ 23,895.50	\$ 829,128.14	\$ 413,999.88	\$ 454,284.12	48%
70 TROLLEY	FY24 BUDGET	FY23 MTD	FY24 MTD	FY23 YTD	FY24 YTD	VARIANCE	%
TROLLEY REVENUE TOTAL	\$ 259,833.00	\$ -	\$ 243.00	\$ 35,253.46	\$ 225,244.39	\$ (34,588.61)	87%
TROLLEY EXPENSE TOTAL	\$ 259,833.00	\$ 1,925.05	\$ 3,504.13	\$ 39,968.88	\$ 56,725.48	\$ 203,107.52	22%
80 WATER	FY24 BUDGET	FY23 MTD	FY24 MTD	FY23 YTD	FY24 YTD	VARIANCE	%
WATER REVENUE TOTAL	\$ 1,015,000.00	\$ 537,671.25	\$ 70,408.87	\$ 765,262.49	\$ 885,233.82	\$ (129,766.18)	87%
WATER EXPENSE TOTAL	\$ 1,015,000.00	\$ 52,321.94	\$ 32,287.28	\$ 470,707.25	\$ 463,064.80	\$ 551,935.20	46%
85 CENTER	FY24 BUDGET	FY23 MTD	FY24 MTD	FY23 YTD	FY24 YTD	VARIANCE	%
CENTER REVENUE TOTAL	\$ 194,650.00	\$ 112,599.52	\$ 27,340.10	\$ 434,844.69	\$ 168,016.02	\$ (26,633.98)	86%
CENTER EXPENSE TOTAL	\$ 194,650.00	\$ 4,028.70	\$ 26,162.72	\$ 89,142.13	\$ 453,773.78	\$ (259,123.78)	233%
REVENUE TOTAL	\$ 9,901,419.00	\$ 1,247,131.78	\$ 406,597.64	\$ 9,106,013.42	\$ 8,282,236.14	\$ (1,619,182.86)	84%
EXPENSE TOTAL	\$ 9,901,419.00	\$ 595,075.59	\$ 415,044.69	\$ 5,371,541.25	\$ 6,186,759.84	\$ 3,714,659.16	62%
Difference					\$ (2,095,476.30)	\$ 2,095,476.30	

Building and Zoning:

From February 28,2024 to March 26, 2024, the Building and Zoning Department issued 26 building permits and conducted sixty inspections and 1 case activity cases inspections.

14 - Business License site visits.

1 - code case violation working without a permit \$60.00.

16 - zoning site visits.

22 - building permit plans' reviews.

31 - walk- ins for building and zoning questions.

The total value for the building cost of construction. \$315,443.00

The total building permit fees collected were \$ 2,329.34.





Permit Fee Report

02/28/2024 - 03/27/2024

Permit Date	permit type	LOCATION ADDRESS	Permit Issuance Date	Total Building and Zoning	Total General	Estimated Cost of Construction	Primary Contractor
3/26/2024		4491 Chicken City Rd			54.00	1,200.00	OWNER
3/26/2024	DECK	3410 Main Street	3/26/2024	96.00		5,000.00	OWNER
3/25/2024	Renovations	5424 Main Street	3/25/2024	252.00		25,000.00	OWNER
3/22/2024	Reroof	6298 Cropper Street	3/22/2024		54.00	3,000.00	LEWIS HOME SOULTIONS
3/22/2024	Reroof	6313 Cropper Street	3/22/2024		54.00	11,114.00	SPICER BROS CONSTRUCTION
3/22/2024	Reroof	6306 Circle Drive	3/22/2024		54.00	9,756.00	SPICER BROS CONSTRUCTION
3/21/2024	SIDING	6353 Cleveland Street	3/21/2024	54.00		4,000.00	owner
3/21/2024	DECK	7200 Pine Drive	3/21/2024	96.00		6,000.00	LEWIS HOME SOLUTIONS
3/20/2024	SIDING	4054 Main Street	3/20/2024	114.00		12,750.00	LUKE BRITTON
3/17/2024	BULKHEAD	5369 Pearl Drive Oyster Bay	3/20/2024	108.00		10,000.00	MARK ROSS
3/15/2024	Reroof	7065 Lookout Lane	3/15/2024		54.00	19,625.00	SPICER BROS CONSTRUCTION
3/12/2024	ADDITION	6279 Poplar Street	3/12/2024	96.00		1,000.00	OWNER
3/12/2024	RESIDENCE	7214 Fiddler Bay Lane	3/12/2024		54.00	9,999.00	TIGER ROOFING
3/11/2024	Reroof	3100 Ridge Rd.	3/11/2024		54.00	9,989.00	TIGER ROOFING
3/8/2024	ALTERATION	7452 East Side Road	3/8/2024	132.00		10,000.00	BIC INC

3/7/2024	ALTERATION	5091 Main Street Chincoteague Va 23336	3/7/2024	96.00		50,000.00	OWNER	Item 1.
3/6/2024	MANUFACTURE HOME	8187 Sea Gull Drive	3/6/2024	203.28		42,000.00	CULVER & PIERSON	
3/6/2024	GARAGE	6219 Taylor Street	3/26/2024	118.80		13,810.00	VIRGINIA CAROLINA BUILDERS	
3/5/2024	Reroof	7057 Pine Creek Drive	3/5/2024		54.00	21,500.00	SPICER BROS CONSTRUCTION	
3/5/2024	Fence	3409 Gall Street	3/5/2024		54.00	5,000.00	OWNER	
3/5/2024	BULKHEAD	31B1-2-6 Vacant lot adjacent to 5094 Richardson Street	3/6/2024	108.00		20,000.00	MARK ROSS	
3/5/2024	ACCESSORY BUILDING	4043 Ridge Road	3/5/2024	166.40		4,000.00	VIRGINIA CAROLINA BUILDERS	
3/1/2024	Reroof	6498 Church Street	3/4/2024		54.00	5,000.00	OWNER	
2/29/2024	DECK		2/29/2024	132.00		10,000.00	OWNER	
2/29/2024	Reroof	3280 Main Street	2/29/2024		54.00	1,700.00	PROJECT SERVICES UNLIMITED	
2/29/2024	Demolition	Tax Map Parcel 30A2- A-26	3/4/2024		36.00	4,000.00	MARK ROSS	
				1,772.48	630.00	315,443.00		

Total Records: 26

3/27/2024

CHINCOTEAGUE POLICE DEPARTMENT

**MONTHLY REPORT TO COUNCIL
MARCH 2024**

The Chincoteague Police Department received 269 calls for service, resulting in 2 investigations of criminal offenses including: 1 destruction of property and 1 construction fraud. There was 1 arrest with 1 felony charge from those investigation.

The Department responded to 6 alarms, 9 suspicious activities, 1 civil problem, 4 control burn checks, 9 assisting other agencies and 7 welfare checks.

In addition, 133 security checks and 7 public service calls were conducted.

The Department issued 18 citations and 19 warning tickets.

The Department responded to 1 unattended death.

In support of the Fish and Wildlife Service in Virginia (Assateague) the department dispatched 1 alarm and 1 traffic stop.

On March 7th, 2024, the Chincoteague Police Department received our third award for re-accreditation. The commission met in the town council chambers, where the award was presented to Chief Greenley and Administrator Lewis. The Chincoteague Police Department continues to be the only accredited agency on the eastern shore.

On March 11th-15th, 2024, Chief Greenley, PFC. Jeffrey Stevens and Investigator Douglas Barnes attended in-service training at the Chesapeake Bay Bridge Tunnel Academy.

On March 23rd, 2024, Chief Greenley, SRO John Carmody and SRO Geno Geminiani represented and promoted the Chincoteague Police Department at the local job fair, at the Town Community Center.

On March 26th, 2024, Dispatcher Michelle Adams attended a class on Community Policing Data Collection at the Newport News Police Department.

On March 28th, 2024, Cpl. Butler attended a class on accreditation management in Lynchburg, VA. hosted by VLEPSC.

Drainage improvements made in several areas including Accomac St, Annamessex Ln, Booth St, Oak Ridge, Taylor Street.



Replacing regulator valve on Jetter.

Item 3.





Old fire house maintenance including cleaning, painting, lights and screens.





Sand, topsoil, grading, and seeding at ball field.



Items Planned to be completed in April.

- Receiving and evaluating bids for Spring Paving
- Spraying weeds, mowing, curb painting.
- Trail and Exercise Equipment @ Brianna's Park once excavator is repaired.
- Continue routine maintenance of equipment and vehicles.

TOWN OF CHINCOTEAGUE EMERGENCY SERVICES MONTHLY REPORT

EMERGENCY MEDICAL SERVICES DIVISION

Reporting Period: 03/01/2024 – 03/26/2024

TOTAL EMS RESPONSES: 60

(10 MORE THAN IN SAME PERIOD 2023): 50

ADVANCED LIFE SUPPORT: **22**

BASIC LIFE SUPPORT: **24**

OTHER: **16** (Fire Stand-by, Public Assist Calls, etc.)

HAZMAT: **0**

COMMUNITY SERVICE

BP SCREENINGS

Five BP screenings were conducted at the station this month.

PLANNING

APEP LAUNCH

There is a scheduled launch on April 8th for the APEP project coordinated with the solar eclipse. Three sounding rockets are scheduled to launch over a three-hour time period with the first launch anticipated for 2:15 PM and then every hour after that. EMS staging to occur.

DRUG KIT TRANSITION

Attended workgroup meeting for Virginia's Eastern Shore EMS agencies to work through the new FDA and DEA regulations that will be coming forward that will change the entire landscape of how drugs are replaced pre-hospital. The goal is to have a solution by November 2024. The issue is also being worked in the State EMS Advisory Board as we are trying to get another year to comply for Virginia EMS agencies.

LOGISTICS

NEW AMBULANCE

The ambulance arrived March 14th. Additional equipment mounting and paperwork was completed at which time VDH Office of EMS granted a temporary vehicle permit allowing 3-1 to be placed in service March 21st.

NEW HIRES

The CEMS new hires started the week of March 10 and have completed or are close to completing their field orientation.

Steven Wilson, Advanced-EMT (A Shift)

Paul Stoa, EMT (B Shift)

Jean Jones-Baker, Advanced EMT (C Shift)

Rose Dize, EMT (D Shift)

NEMESIS v3.5 REPORTING

Patient care reporting software has been revised to meet the new NEMESIS v3.5 reporting standards but it is meeting with some problems reporting at the state level due to some schematron errors. I am working with Image Trend (software developer) and OEMS to rectify the reporting errors.

TRAINING

CONTINUING EDUCATION

Staff participated in the following four hours of continuing education in March:

- Pediatric Neurological Diseases
- Obstetrics and Difficult Deliveries which was taught by a licensed mid-wife

EMERGENCY MANAGEMENT DIVISION

- Weather and situational awareness monitoring.
- Attended WFF monthly range scheduling meeting.
- Attended NASA range schedule workgroup meeting.
- Attended the Regional Catastrophic Planning Grant, Evac Plan Workgroup meeting.
- Attended the Delmarva Emergency Task Force meeting.
- Coordinated a monitoring posture for the Rocket Lab launch. The police department reported 10 cars at the Harbor to watch the launch.
- Attended a planning meeting with the EM team to establish an operations posture for the APEP launch in sync with the April 8, solar eclipse. 3 sounding rockets to be launched over a three-hour period.

**MINUTES OF THE MARCH 12, 2024
BUDGET AND PERSONNEL COMMITTEE MEETING
Council Chambers**

Members Present:

Mr. Christopher Bott, Chairman
Ms. Denise Bowden, Councilwoman
Mr. William T. McComb, Jr., Councilman

Members Absent:

None

Other Members Present:

Mr. J. Arthur Leonard, Mayor
Mrs. Ellen Richardson, Councilwoman
Mr. Kenneth J. Savage
Mr. Gene W. Taylor

Staff Present:

Michael T. Tolbert, Town Manager

Call to Order

Vice Mayor Bott called the meeting to order at 6:00 p.m.

Consider Remote Participation

Councilman McComb motioned, seconded by Vice Mayor Bott to allow remote participation by Councilwoman Bowden. Unanimously approved.

Public Comment

There was none.

Agenda Adoption

Councilman McComb motioned, seconded by Councilwoman to adopt the agenda as presented. Unanimously approved.

Review FY25 Budget Expenses – PW, CMH, Water, Center

Town Manager Tolbert reviewed the proposed FY25 budget expenses for Public Works, Harbor, Water, and the Center.

There were questions and brief discussions.

Closed Meeting

Closed Meeting pursuant to §2.2-3711 A (3) of the Code of Virginia for the purpose of discussion and review of real property.

Councilman McComb, seconded by Councilwoman Bowden to go into a closed meeting pursuant to §2.2-3711 A (3) of the Code of Virginia for discussion and review performance of employees. Unanimously approved.

Ayes: Bott, Bowden, McComb

Nays: None

Absent: None

Certification of Closed Meeting in Accordance with §2.2-3712(D) of the Code of Virginia.

Councilman McComb, seconded by Councilwoman Bowden to certify that to the best of each Committee Member's knowledge:

- 1. Only public business lawfully exempted from open meeting requirements was discussed and**
- 2. Only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered.**

Unanimously approved.

Ayes: Bott, Bowden, McComb

Nays: None

Absent: None

Adjournment

Councilman McComb, seconded by Councilwoman Bowden to adjourn the meeting.

Unanimously approved.

**MINUTES OF THE MARCH 4, 2024
CHINCOTEAGUE TOWN COUNCIL MEETING
Council Chambers**

Council Members Present:

J. Arthur Leonard, Mayor
Christopher D. Bott, Vice Mayor
Denise P. Bowden, Councilwoman
William T. McComb, Jr., Councilman
Ellen W. Richardson, Councilwoman
K. Jay Savage, Councilman
Gene W. Taylor, Councilman

Council Members Absent:**Staff Present:**

Mr. Michael T. Tolbert, Town Manager
Mr. E. Bryan Rush, Director of Emergency Services
Mr. Tyler Greenley, Acting Chief of Police
Mr. Wes Parks, Public Works Director

Call to Order

Mayor Leonard called the meeting to order at 7:00 p.m.

Invocation

Councilman Taylor offered the invocation.

Pledge of Allegiance

Mayor Leonard led in the Pledge of Allegiance.

Public Comment

Mayor Leonard opened the floor for public comment.

- Mr. David Landsberger, 5611 Amrien Circle, reported on the status of the gym project for the YMCA. He described the project, size, and amenities. He listed programs they will be able to reinstate and the uses such as pickleball, volleyball, badminton, basketball, etc. They hope to have the sitework completed within 3-4 weeks, and the building to be done by late fall.

There was brief discussion.

District 1 Supervisor Report

Supervisor Tarr stated that when you receive your County real estate tax bills in May there is an average increase in assessment of 24.3%, Chincoteague's increase is 29.3%. However, the Supervisors reduced the tax rate to offset the increase. He added that there is no change in personal property tax rates. He advised of a request for a letter of support from the Town. This is to get Rt.175 on the list to be widened. He advised that VDOT would only agree to widen from T's Corner to Royal Farms. They are trying to get on the Smart Scale funding. They asked why they weren't getting an approval on extending the widening along the Causeway in the past.

He was advised there aren't enough letters of support from other entities. Which is why they are going to the entities to get support. He hopes they'll approve 3 lanes and is in hope of more pull-offs along the Causeway. He stated that they also advised that they didn't include the Causeway because it hasn't finished settling.

Councilwoman Bowden commented on accidents on the Causeway. She advised that she is in favor of this, but it shows her just how unimportant the Town of Chincoteague is. She referred to the tax revenue that the Town brings in, she feels that the Town has to fight and call for every single thing. She further commented on the number of accidents and tragedies on the Causeway over the years, adding that the Town deserves better. She requested that in the letter of support there be a statement added that the Town needs help as well.

Supervisor Tarr stated that 3 or 4 years ago the Town bought a piece of equipment for the State Police. He added that he is with the Town and Chincoteague is easy to represent.

There were further comments about lower tax rates, conducting VDOT surveys during the busy seasons, and skipping Suffolk and going straight to Richmond for the Town's needs regarding VDOT and the Causeway.

Agenda Adoption

Councilman McComb motioned, seconded by Councilwoman Bowden to adopt the agenda as presented. Unanimously approved.

Staff Reports

General Government

Town Manager Tolbert gave the Chincoteague Center Report for February. He reported that the new 911 system project is underway which is a new work shed. He also reviewed the Water Technical Assistance Program which assists communities with applications for federal funding for water and sewer infrastructure projects. He plans to apply for funding for the new sewer system as well as the relocation of the wells from Wallops Flight Facility property. He met with the advisory team from the University of Maryland to review the plans.

Town Manager Tolbert reported that he submitted the formal application for the planned floating dock project at Robert Reed Park to the Virginia Port Authority. They should know by May if there will be an award. He then advised of the Septic Local Partners Program which provides funds for the repair or replacement of failing septic systems. The Town was awarded \$750,000 by the DEQ under this grant. The Septic Local Partners Program agreement was signed last Wednesday and returned to the DEQ. The program allows either 50% or 100% reimbursement for each project depending on the applicant's income. They are now working on the program application form and will get that posted as soon as it is finished. The program will require a committee to review and approve the applications and select projects for inclusion in the grant.

Town Manager Tolbert advised that the Local Assistance Division of VDOT operates a program entitled Ready Set Go. RSG is designed to provide localities with free planning support to develop eligible Transportation Alternative Program applications for a grant. The project submitted was for 1 mile of new sidewalk on South Main Street connecting the existing sidewalk

south of Beebe Road to Curtis Merritt Harbor. They were selected for this grant. They also applied for a grant through VMRC to remove derelict boats. The application was approved and when they sign the agreement with the contractor, they will begin to remove the boats. The projects include: the sailboat near the bridge, the old outriggers in the marsh across from the Coast Guard station, a boat on South Main Street, and a few smaller vessels in the creek behind the Harbor.

Town Manager Tolbert advised that Transportation Director King continues to do a great job. The Name the Trolley Survey will be completed on March 22nd. The Chincoteague Elementary School students were given 4 choices of names from famous Chincoteague Ponies. He reported that the Trolley Service will begin on May 3rd. They are preparing for the March 13th visit of the Virginia Tourism Commission Conference to be held at the Community Center. Transportation Director King obtained permission from DRPT to use the trolleys to transport the conference attendees to the various events that Center Director Leonard has scheduled for them. He proposed 3 new trolley stops for the 2024 season. They would be at Deep Hole and Hibiscus Drive, Seaweed Drive and Main Street, and Ridge Road at Beebe Ranch.

Town Manager Tolbert gave an update on the status of the sewer collection system. Davis, Bowen, and Friedel are now actively working on the collection system design for the initial public sewer system. Survey crews have been around Maddox Boulevard and Main Street. He reviewed the Meals and Transient Occupancy Tax collections for February. He also reviewed the Financial Report. He then gave the Building and Zoning report.

Councilman Taylor thanked Supervisor Tarr for adding the Town onto the 911 Project.

Police Department

Acting Chief Greenley reported in addition to the calls for service, SRO Carmody and SRO Geminiani attended an active shooter class in Hamton, VA. Acting Chief Greenley and Dispatcher Lewis attended a meeting with Deputy 911 Director Kilmon in reference to an active shooter class for dispatchers which has been scheduled for March 24th. Pfc. Stevens attended FTO certification training, and Investigator Barnes and SRO Geminiani attended an intoxilyzer recertification class in Virginia Beach. He added that all the vehicles are operational, in use, and assigned to personnel. He added that on February 21st he and Officer Butler listed the police officer position on Indeed and it has reached 4,349 people, 256 clicked on the posting, 45 people started an application, and 28 have applied. He will run an ad in the Eastern Shore Post.

Public Works Department

Public Works Director Parks reported that the Water Department installed 7 new services and attended 3 service leaks that were repaired/replaced. During the rainy days they utilized their time to perform routine maintenance, grease, and clean equipment. They built shelving for storage at the Brianna's Kindness Park restrooms and at the Center in the old boiler room. They moved several downed trees on the unpaved nature trail and installed additional wind screens at the tennis courts. He added that there are cracks in the tennis courts and plans to repair them. He reported on the plans for March which include: sending bid packages for the Spring Paving, completion of pier replacement at the Harbor and Reed Park, install the trail and exercise

equipment at the Brianna's Kindness Park, and continue routine maintenance of equipment and vehicles.

Councilwoman Bowden asked about cleaning pipes in the ditches, she mentioned Misty Meadows, Rosedale, and Highland Park and asked if they were on the list.

Public Works Director Parks advised that it is a priority with all of the rain.

Councilwoman Bowden also asked about the paving on Willow Street along with the line painting.

Public Works Director Parks advised that they plan to paint the sidewalk lines as well, but the temperatures have to be consistently 50 degrees and above, they would need to pressure wash as well in order for it to last.

There was discussion about the waterline on Willow Street and paving. There was also discussion about concrete grinders.

Emergency Services

Emergency Management Coordinator Rush advised they had 11 more calls than February of last year. He reported that the new ambulance arrived at the dealer in Yorktown, VA on February 20th with a bad air bag. There is a 10-day wait for the airbag. The ambulance should arrive in Chincoteague sometime in March. He advised that the new hires begin this Sunday. He also advised they will continue with weather monitoring. He reported that RocketLab has a launch scheduled for March 20th at around 2:00 a.m. There is also an A-PEP launch to coincide with the solar eclipse on April 8th. He stated they are participating in regional exercise workgroups with Virginia, Maryland and Delaware. He added that Maryland received a grant to do an evacuation exercise. They are working to get this up and running and to hold the exercise by September of 2025. He also stated that this week in Virginia is Severe Weather Week which makes a good time to know what severe weather impacts our area of Virginia. He reminded everyone to prepare now and get their disaster kits and supplies ready. He stated that you need to have supplies for 5 days. He also stated there will be a tornado drill, Thursday, March 7th at 9:45a.m. It's a good time to figure out emergency exits.

There was discussion regarding Virginia's evacuation route.

Adoption of the Minutes

Councilman Savage motioned, seconded by Councilman McComb to adopt the minutes of the February 5th and 15th Council meetings. Unanimously approved.

Chincoteague Island Library Report

Mr. Bryce VanStavern, Board Member of the Chincoteague Island Library, gave the annual report. He advised of the Library's partnerships, events, along with the many programs they have. He showed pictures and talked about the Tales for Tots Program and computer use at the Library as well. He thanked Council for their support over the years.

Committee Reports

Public Works Committee

Councilwoman Richardson they met February 6th, and they discussed spring paving. She reviewed the list of paving projects.

There was discussion about Ocean Breeze roads as some of the roads have not been accepted into the VDOT Urban Roads Maintenance Program.

Town Manager Tolbert explained that as the Town received approval from VDOT and receives the money it will be added to the list for maintenance. It was never the plan to pave all the roads, but to do a road every now and then after it is adopted into the program. They plan to grade and put material in as needed.

Budget and Personnel Committee

Vice Mayor Bott advised the report is in the packet.

Consider Letter of Support and Resolution – Accomack County

Councilwoman Bowden asked to add a statement to add the Causeway work as soon as possible.

Vice Mayor Bott asked about the Transportation Board and possibly asking our representative to help the Town.

Town Manager Tolbert advised that the reason this didn't go through before was because there wasn't enough letters of support, which is why this is here tonight.

Councilman Savage remembered Mr. Garry Pinkston who came to Council about this.

Councilwoman Richardson motioned, seconded by Councilman McComb to approve the letter of support for Route 175 Improvements Accomack County's 2025 Smart Scale Application adding a statement to add the Chincoteague Causeway work as well. Unanimously approved.

Councilwoman Bowden motioned, seconded by Councilman McComb to adopt the Resolution of Support for Route 175 Improvements, Accomack County's 2025 Smart Scale Application. Unanimously approved.



**Resolution of Support for Route 175 Improvements
Accomack County's 2025 Smart Scale Application**

WHEREAS, the Smart Scale application cycle is open in 2025; and

WHEREAS, Route 175 is a critical road to the Town of Chincoteague and Accomack County;

and

WHEREAS, Route 175 is the only road providing access to Chincoteague Island and its 3,400 fulltime residents and tens of thousands of part time residents; and

WHEREAS, Route 175 provides the only access to the Chincoteague National Wildlife Refuge and Assateague National Seashore and its over 1 million annual visitors; and

WHEREAS, Route 175 in its current 2-lane, 2-way traffic configuration presents a substantial safety issue to the traveling public; and

WHEREAS, Route 175 in its current 2-lane configuration does not support fast and efficient access by emergency vehicles; and

WHEREAS, Route 175 in its current 2-lane configuration severely hinders the growth of an area in which billions of taxpayer dollars have been and continue to be invested;

NOW THEREFORE BE IT RESOLVED, that the Chincoteague Town Council fully supports Accomack County's Smart Scale Project to expand Route 175 to 3 lanes thereby increasing its safety, capacity and efficiency.

Approved this 4th day of March 2024 by the Chincoteague Town Council.

John Arthur Leonard, Mayor

Consider Community Support Policy

Councilwoman Bowden advised she has read through it, and it looks good. She added that it has everything in there that the Town needs to do. She stated that funds are limited and it is basically first come first serve.

Town Manager Tolbert advised they can approve in a budget a specific amount and it can be increased or decreased the next year. He suggested that once the funds are appropriated, not to commit the funds immediately and leave a little for reserve.

They discussed the deadline.

Councilman McComb motioned, seconded by Councilwoman Bowden to approve the Community Support Policy as presented. Unanimously approved.

Council Comments

Councilwoman Bowden thanked staff for answering her questions, and for everyone coming out on a nasty night. She also stated that since football is over, “Go Yankees!”. She advised that one of our homegrown Chincoteague girls, Miss Emma Jackson is #1 in the whole United States for college softball hits. She plays for East Carolina and she’s also #1 in doubles. She informed Council that she is still on fire and made the Dean’s List. Councilwoman Bowden advised purchased ESPN+ so she could watch her and added that she is amazing.

Councilman Taylor commented on the community organizations. He feels a donation is a show of support. He feels they need to donate because they have the Town’s backs. He appreciates the organizations for making the community what it is.

Councilman Savage agreed with Councilman Taylor and the community organizations and volunteers help the Town tremendously. He appreciates Acting Chief Greenley and the work the Police Department is doing. He can see a lot of good things happening in that department now. He stated to “keep on keeping on”.

Mayor Leonard stated that time is flying and before we know it will be Pony Penning. He reminded everyone to start planning.

Closed Meeting – In accordance with §2.2-3711(A) (1) of the Code of Virginia that the Council convene a closed session for the purpose of discussion and review of appointment and assignment of specific personnel.

Councilman Savage motioned, seconded by Councilwoman Bowden to go into a closed meeting in accordance with §2.2-3712 (A) (3) of the Code of Virginia that the Council convene a closed session for the purpose of discussion and review of appointment and assignment of specific personnel. All present were in favor and the motion was carried.

Ayes: Bott, Bowden, McComb, Richardson, Savage, Taylor

Nays: None

Absent: None

Certification of Closed Meeting in Accordance with §2.2-3712 (D) of the Code of Virginia Councilman Savage motioned, seconded by Councilwoman Bowden to certify that to the best of each member’s knowledge:

- 1. Only public business lawfully exempted from open meeting requirements was discussed and**
- 2. Only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered.**

All present were in favor and the motion was carried.

Ayes: Bott, Bowden, McComb, Richardson, Savage, Taylor

Nays: None

Absent: None

Adjourn

**Councilman Savage motioned, seconded by Councilwoman Bowden to adjourn.
Unanimously approved.**

J. Arthur Leonard, Mayor

Michael T. Tolbert, Town Manager

Town of Chincoteague, Inc.



TO: Mayor Lenoard and Members of Council

FROM: Michael Tolbert, Town Manager

DATE: April 1, 2024

SUBJECT: Pump and Haul White Raven's Nest

On March 7, 2022 the Council approved a pump and haul agreement for White Raven's nest located on Maddox Blvd. The term of this original agreement was 2 years and ran out on March 29. I recently contacted all parties and they have expressed a desire to renew the agreement as written, for another 2 years.

Council is asked to vote to renew this pump and haul agreement.

PUMP AND HAUL AGREEMENT

This is a “Sewage Pump and Haul” Agreement by and between Burke and Kimberly Landon owners of White Raven’s Nest, John Shields, property owner of 6382 Maddox Blvd., Boggs Water and Sewage, Inc.

Inc. and the Town of Chincoteague, Inc. Accomack County, Virginia.

Whereas, on March 17, 2022, the Town Council of The Town of Chincoteague, Inc. authorized the town manager to take the steps necessary to make it possible for Burke and Kimberly Landon owners of White Raven’s Nest to have sewage pumped and hauled from their business located at 6382 Maddox Boulevard.

Whereas, Boggs Water and Sewage, Inc. has agreed to pump and haul the sewage from the premises of White Raven’s Nest for the sum of \$275 (and any future increase in tipping fees) per pumping;

Whereas, the Town of Chincoteague, Virginia is willing to guarantee to the Commonwealth of Virginia Department of Health that Burke and Kimberly Landon owners of White Raven’s Nest shall comply with all applicable regulations relating to the pumping and hauling of sewage and to contract with Boggs Water and Sewage, Inc. for the pumping and hauling of sewage from the White Raven’s Nest to be performed by said company;

Whereas, Burke and Kimberly Landon, owners of White Raven’s Nest and John Shields, property owner, agree to indemnify, defend and hold the Town harmless against all costs and lawsuits, and to provide insurance – and proof thereof – in the minimum amount of \$100,000 for the owner and \$1,000,000 for Boggs Water and Sewage, Inc. or its equivalent as approved by the

Town Attorney, naming the Town as an additional insured and to indemnify the Town of Chincoteague Inc., for any liability it may incur in connection with its contract with Boggs Water and Sewage, Inc. for the violation of any Health Department regulations pertaining to the pumping and hauling provided for herein and to reimburse the Town of Chincoteague, Inc. for any payments it may make to Boggs Water and Sewage, Inc. in connection with this agreement;

Now therefore, in consideration of the premises, this agreement witnesseth:

1. Boggs Water and Sewage Inc. will pump and haul sewage from the premises of White Raven's Nest and dispose of same properly and in accordance with every applicable state and federal regulation with all costs incurred in the pump and haul operation to be paid by the property owner, John Shields or his designated agents, Burke and Kimberly Landon. Boggs Water and Sewage, Inc. shall notify the Town within thirty (30) days if the owner or agent does not fulfill their financial obligations as outlined in this agreement.
2. The maintenance schedule for the facility shall be provided to the Town of Chincoteague prior to operations commencing and copies of all receipts for tank pumping shall be provided by the 10th of the following month.
3. Burke and Kimberly Landon, owners of White Raven's Nest and Boggs Water and Sewage, Inc. hereby agree to obey all applicable state, federal and local regulations relating to the pumping, hauling and disposal of the sewage, which is the subject of this contract.
4. The owner, John Shields and or his agents Kim and Burke Landon shall bear all costs associated with planning, design, construction and inspection or approval of the VDH

- required pump and haul facility as well as all costs associated with VDH compliance of such facility.
5. The owner or agent must notify the Town, in writing, immediately upon discovery of any material change in circumstances affecting the pump and haul operation, including but not limited to any information that he or she may receive that indicates or seems to indicate a violation of the General Permit or any applicable VDH regulations. The owner or agent shall also notify the Town at least sixty (60) days prior to any change of use of ownership or agent of the property.
 6. A surety in the form of a bond in the amount of \$5,000 shall be provided by the property owner, John Shields for the performance of the contract and is necessary to remove or properly abandon the pump and haul system and or remediate the effects of any violation of Virginia Department of Health (VDH) regulations.
 7. The owner and or the agent grants permission for the Town or its agents to enter the property for inspections as it deems necessary or to remove or properly abandon the system upon the failure of the owner or agent to do so.
 8. This Agreement will terminate upon willful violation of Health Department regulations in connection with the pumping and hauling or in the event the landowner's property is condemned or upon central sewage treatment or a septic system using a subsurface drainfield becoming available to the property or upon the refusal of Burke and Kimberly Landon owners of White Raven's Nest or John W. Shields, property owner to pay sums to Boggs Water and Sewage, Inc. or upon change of ownership of White Raven's Nest or the property or termination of the

- lease between Burke and Kimberly Landon owners of White Ravens' nest and the property owner.
9. In the event a public sewer system should become available for use, with a proper element of its collection system located within 500 feet of the subject facility, the owner and or agent shall connect the facility to such element according to the requirements of the Town's engineer within ninety (90) days, thereby terminating the contract and the inclusion of the facility on the Town's General Permit.
 10. This contract may be terminated and the facility removed from the General Permit with thirty (30) days' notice at the discretion of the Town Council. This thirty (30) day notice shall not be necessary in circumstances where violations of VDH regulations exist, if the conditions of the contract between the Town and the owner or agent are not met, or if the Town's General Permit is revoked.
 11. The term of this agreement will be 2 years from the date of signing by all parties and may be renewed for an additional 2-year periods as authorized by the Town Council.
 12. This agreement shall not be deemed concluded unless and until the Accomack County Health Department has inspected and approved the proposed system prior to operation. The owner or agent also agrees to maintain the pump and haul facility in accordance with the requirements of the current edition of the *Sewage Handling and Disposal Regulations* of the VDH.

Witness the following signatures:

By: _____
John Shields Date _____

By: _____
Burke Landon,
White Raven's Nest Date _____

By: _____
Phillip H. Dunn, President
Boggs Water and Sewage, Inc. Date _____

By: _____
Michael T. Tolbert, Town Manager
Town of Chincoteague Date _____

Notary Public: _____

My commission expires: _____

Town of Chincoteague, Inc.



TO: Mayor Lenoard and Members of Council
FROM: Michael Tolbert, Town Manager
DATE: April 1, 2024
SUBJECT: PPEA, PPTA Guideline Adoption

The state of Virginia passed the Public Private Transportation (PPTA) and Public Private Education Acts (PPEA) in 1995. These acts grant responsible public entities the authority to create public-private partnerships for the development of a wide range of public use projects with the assistance of substantial private sector involvement. Prior to engaging in a PPTA or PPEA project however, the Town must adopt a specific set of guidelines that provide the structure for such a partnership.

Although the Town has no current projects of this type, the events of the past few years indicate that this would be a valuable tool to have at our disposal .

Our attorneys have written draft guidelines for this purpose and they are presented here of your review and approval.

Council is asked to review and vote to approve the attached guidelines.



**TOWN OF CHINCOTEAGUE
COMBINED GUIDELINES
FOR THE**

**Public-Private Education Facilities and
Infrastructure Act of 2002, as revised**

and

Public-Private Transportation Act of 1995, as revised

(Adopted April 1, 2024)

TABLE OF CONTENTS

	PAGE
I. Introduction	4
A. Guideline Overview	4
B. Qualifying Facilities and Projects.....	5
C. Reservation of Town Rights	6
II. Definitions	6
III. General Provisions	9
A. Proposal Submission.....	9
B. Affected Jurisdictions (PPEA and Affected Local Jurisdictions (PPEA)).....	9
C. Proposal Review Fee.....	9
D. Virginia Freedom of Information Act.....	11
E. Use of Public Funds	13
F. Applicability of Other Laws	13
G. Schedule	13
IV. Solicited Proposals	14
V. Unsolicited Proposals	14
A. Step One: Decision to Accept and Consider an Unsolicited Proposal.....	15
B. Step Two: Decision to Proceed with Conceptual Phase Review Notice	16
C. Step Three: Conceptual Phase Review	18
D. Step Four: The Detailed Review Phase	21
VI. Proposal Evaluation and Selection Criteria	23
A. Qualifications and Experience	23
B. Project Characteristics	23
C. Project Financing	24
D. Project Benefit and Compatibility	24
E. Other Factors.....	25
VII. Interim and Comprehensive Agreements	26
A. Interim Agreement Terms.....	26
B. Comprehensive Agreement Terms	26

- C. Comprehensive Agreement Provisions Relating to Construction Projects..... 29
- D. Comprehensive Agreement Provisions Relating to Private Entity Legal Structure...30
- E. Notice and Posting Requirements..... 30
- F. Audits for Certain Qualifying Transportation Facilities 31
- G. Filing of Comprehensive Agreement with Auditor of Public Accounts..... 31

I. Introduction

The Public-Private Transportation Act of 1995 (Va. Code §§ 33.2-1800 et seq.) ("PPTA") and the Public-Private Education Facilities and Infrastructure Act of 2002 (Va. Code §§ 56-575.1, et seq.) ("PPEA"), grant responsible public entities the authority to create public-private partnerships for the development of a wide range of projects for public use if the public entity determines: (i) that there is a need for the facility or project; (ii) that the estimated cost of the facility or project is reasonable in relation to similar facilities or projects; (iii) that the public-private partnership plans will result in the timely development or operation of the project and, in the case of transportation facilities, the more efficient operation of a transportation facility; and, (iv) in the case of transportation facilities, that the proposed development and/or operation of the facility or facilities and the proposed interconnection with existing transportation facilities are reasonable and will address the needs identified in an appropriate state, regional, or local transportation plan by improving safety, reducing congestion, increasing capacity, and/or enhancing economic efficiency.

While substantial private sector involvement is encouraged, qualifying facilities must be devoted primarily to public use. Individually negotiated interim or comprehensive agreements between a private entity and the Town will define the respective rights and obligations of the Town and the private entity.

A. Guideline Overview

The PPTA and PPEA define "responsible public entity" to include any public entity that "has the power to develop or operate the applicable qualifying project." **The Town of Chincoteague (the "Town") is a municipal corporation with the authority to acquire, construct, and operate facilities within the Town's boundaries, and therefore, is a "responsible public entity"** as that term is used in the PPTA and PPEA. The PPEA provides that a responsible public entity shall not proceed to consider any proposal by a private entity for approval of a qualifying project until the responsible public entity has adopted and made publicly available guidelines that are sufficient to enable the responsible public entity to comply with the provisions of the PPEA. Guidelines are also required by the PPTA.

These Guidelines contain the implementation procedures and guidelines developed by the Town to guide the selection of projects as authorized by the PPEA and PPTA. These Guidelines shall apply to all PPEA or PPTA projects and shall be made publicly available. The Town reserves the right to waive or modify these Guidelines on a case-by-case basis, unless such waiver or modification is contrary to, or prohibited by, state law. The Town Manager shall be the person designated as the primary point of contact for information on, or waiver or modification of, these Guidelines, and for submission of solicited or unsolicited proposals under the PPEA or PPTA. As used in these Guidelines, the term "Town Manager" may include any other designee authorized by the Town Council to take action under these Guidelines.

The Guidelines apply to proposals submitted under the authority of the PPTA or PPEA, or both. While the PPTA and PPEA are similar in purpose and intent, prospective proposers should review both statutes closely as there are significant differences between the PPTA and PPEA. It is incumbent upon all proposers to comply with the provisions of the PPTA and PPEA, as the case may be.

In the event the PPEA or PPTA is amended in a manner that conflicts with these Guidelines or concerns material matters not addressed by these Guidelines, the Town shall appropriately amend the Guidelines. If the Guidelines are not amended prior to the effective date of the new law, the Guidelines nonetheless shall be interpreted in a manner to conform to the new law. In the event of a conflict between the Guidelines and the Code of Virginia, the Code shall control.

B. Qualifying Facilities and Projects

Under the PPEA, a "qualifying project" includes:

- (i) Any education facility, including, but not limited to, a school building, any functionally-related and subordinate facility and land to a school building (including any stadium or other facility primarily used for school events), and any depreciable property provided for use in a school facility that is operated as part of the public school system or as an institution of higher education;
- (ii) Any building or facility that meets a public purpose and is developed or operated by or for any public entity;
- (iii) Any improvements, together with equipment, necessary to enhance public safety and security of buildings to be principally used by a public entity;
- (iv) Utility and telecommunications and other communications infrastructure;
- (v) A recreational facility;
- (vi) Technology infrastructure, services, and applications, including, but not limited to, telecommunications, automated data processing, word processing and management information systems, and related information, equipment, goods and services;
- (vii) Any services designed to increase the productivity or efficiency of the responsible public entity through the use of technology or other means;
- (viii) Any technology, equipment, or infrastructure designed to deploy wireless broadband services to schools, businesses, or residential areas;
- (ix) Any improvements necessary or desirable to any unimproved locally- or state-owned real estate; and

- (x) Any solid waste management facility as defined in § 10.1-1400 that produces electric energy derived from solid waste.

Under the PPTA, a "qualifying transportation facility" means one or more transportation facilities developed and/or operated by a private entity pursuant to the PPTA. Transportation facilities must be one or a combination of the following: a road, bridge, tunnel, overpass, ferry, airport, mass transit facility, vehicle parking facility, port facility or similar commercial facility used for the transportation of persons or goods, together with any buildings, structures, parking areas, appurtenances and other property needed to operate such facility, not including a commercial or retail use or other enterprise not essential to the transportation of person or goods.

C. Reservation of Town Rights

As set forth in these Guidelines, the Town reserves all rights available to it by law in administering these Guidelines including, without limitation, the right in its sole discretion to:

- (i) Reject any and all proposals at any time, provided that if the Town rejects a proposal that purports to develop specific cost savings, the Town shall specify the basis for the rejection.
- (ii) Terminate consideration or evaluation of any and all proposals at any time;
- (iii) Suspend, discontinue and/or terminate discussions regarding confidentiality agreements, interim agreements and comprehensive agreements at any time prior to the authorized execution of such agreements by all parties;
- (iv) Suspend or eliminate conceptual phase review and proceed directly to detailed phase review;
- (v) Negotiate with a proposer without being bound by any provision in its proposal;
- (vi) Negotiate with fewer than all proposers at any given time;
- (vii) Request and/or receive additional information regarding any proposal;
- (viii) Issue addenda to and/or cancel any RFP or IFB;
- (ix) Revise, supplement or withdraw all or any part of these Guidelines;
- (x) Modify the standard fee schedule contained in these Guidelines;
- (xi) Assess, retain and/or waive any and all fees required to be paid by proposers in accordance with these Guidelines;

- (xii) Request revisions to, or clarification of, conceptual or detailed phase proposals.
- (xiii) Submit a proposal for review by outside consultants or advisors selected by the Town without notice to the proposer. Such consultants or advisors shall be required to maintain the confidentiality or information that has been designated as confidential.

II. Definitions

Definitions are applicable to both PPTA and PPEA unless otherwise specified. Additional definitions may appear in the text of these Guidelines.

"Affected Jurisdiction" means any county, city or town in which all or a portion of a qualifying transportation facility is located and any other responsible public entity directly affected by the qualifying transportation facility. (PPTA)

"Affected Local Jurisdiction" means any county, city or town in which all or a portion of a qualifying project is located. (PPEA)

"Comprehensive Agreement" means the comprehensive agreement between the private entity and the responsible public entity required by § 33.2-1808 of the PPTA and § 56-575.9 of the PPEA.

"Concession" under the PPTA means any lease, license, franchise, easement, or other binding agreement transferring rights for the use or control, in whole or in part, of a qualifying transportation facility by a responsible public entity to a private entity for a definite term, during which the private entity provide transportation-related services, including operations and maintenance, revenue collection, toll-collection enforcement, design, construction, and other activities that enhance throughput, reduce congestion, or otherwise manage the facility, in return for the right to receive all or a portion of the revenues of the qualifying transportation facility.

"Concession payment" means a payment from a private entity to a responsible public entity in connection with the development and/or operation of a qualifying transportation facility pursuant to a concession.

"Develop" or "Development" means to plan, design, develop, finance, lease, acquire, install, construct, or expand.

"Interim Agreement"

- under the PPTA means an agreement, including a memorandum of understanding or binding preliminary agreement, between the private entity and the responsible public entity that provides for completion of studies and any other activities to advance the development and/or operation of a qualifying transportation facility.
- under the PPEA means an agreement between a private entity and a responsible public entity that provides for phasing of the development or operation, or both, of a qualifying project. Such phases may include, but are not limited to, design,

planning, engineering, environmental analysis and mitigation, financial and revenue analysis, or any other phase of the project that constitutes activity on any part of the qualifying project.

"Lease payment" means any form of payment, including a land lease, by a public entity to the private entity for the use of a qualifying project. (PPEA)

"Maintenance" means (i) ordinary maintenance; (ii) maintenance replacement; (iii) operations that include traffic signal synchronization, incident management, and other intelligent transportation system functions; and (iv) any other categories of maintenance that may be designated by the Commissioner of Highways. (PPTA)

"Material Default" means any default by the private entity in performance of its duties under subsection E of § 33.2-1807 (PPTA) or § 56-575.8 (PPEA) that jeopardizes adequate service to the public from a qualifying transportation facility (PPTA) or qualifying project (PPEA). Under the PPTA the default remains unremedied after the responsible public entity has provided notice to the private entity and a reasonable cure period has elapsed.

"Operate" or "Operation" means to finance, maintain improve, equip, modify, repair, or operate.

"Private entity" means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, non-profit entity or other business entity.

"Public entity" means the Commonwealth and any agency or authority thereof, any county, city, or town and any other political subdivision of any of the foregoing (PPTA) and any other political subdivision of the Commonwealth (PPEA). Under the PPTA, "public entity" shall not include any public service company. Under the PPEA, "public entity" includes any public body politic and corporate, or any regional entity that serves a public purpose.

"Responsible Public Entity" means a public entity, including local government and regional authorities, that has the power to develop and/or operate the applicable qualifying transportation facility (PPTA) or qualifying project (PPEA).

"Revenues" means all revenues, including income; earnings; user fees; lease payments; allocations; federal, state, regional, and local appropriations or the appropriations or other funds available to any political subdivision, authority, or instrumentality thereof; bond proceeds; equity investments, service payments, or any combination thereof arising out of or in connection with supporting the development and/or operation of a qualifying transportation facility (PPTA) or all revenues, income, earnings, user fees, lease payments, or other service payments arising out of or in connection with supporting the development or operation of a qualifying project (PPEA), including without limitation, money received as grants or otherwise from the United States of America, from any public entity, or from any agency or instrumentality of the foregoing in aid of such facility.

"Service Contract" means a contract entered into between a public entity and the private entity pursuant to § 33.2-1804 (PPTA) or § 56-575.5 (PPEA).

"Service Payments" means payments to the private entity in connection with the development and/or operation of a qualifying transportation facility (PPTA) or qualifying project (PPEA) pursuant to a service contract.

"State" means the Commonwealth of Virginia.

"Transportation Facility" means any road, bridge, tunnel, overpass, ferry, airport, mass transit facility, vehicle parking facility, port facility or similar commercial facility used for the transportation of persons or goods, together with any buildings, structures, parking areas, appurtenances, and other property needed to operate such facility; however, "transportation facility" does not include a commercial or retail use or enterprise not essential to the transportation of persons or goods. (PPTA)

"User fees" means the rates, tolls (PPTA), fees or other charges imposed by the private entity for the use of all or a portion of a qualifying transportation facility (PPTA) or qualifying project (PPEA) pursuant to the Comprehensive Agreement under § 56-575.9 (PPEA) or pursuant to the Interim or Comprehensive agreement (PPTA).

III. General Provisions

A. Proposal Submission

1. Proposals may be submitted by private entities to the Town either on an unsolicited basis ("Unsolicited Bid/Proposal") or in response to a solicitation for such proposals by the Town ("Solicited Bid/Proposal").
2. The Town Manager may require that any proposal be clarified. Such clarification may include, but shall not be limited to, the submission of additional documentation, responses to specific questions, and interviews with potential project participants.

B. Affected Jurisdictions (PPTA) and Affected Local Jurisdictions PPEA)

1. Any private entity submitting a proposal to the Town must provide any other affected jurisdiction (PPTA) or affected local jurisdiction (PPEA) with a copy of the proposal by certified mail, express delivery, or hand delivery within 5 business days of submission of a proposal to the Town. Any such other jurisdiction shall have 60 days from the date it receives its copy of the proposal to submit written comments to the Town (to the attention of the Town Manager). Such written comments shall indicate whether the proposed project or facility is compatible with the affected local jurisdiction's (i) local comprehensive plan; (ii) local infrastructure development plans; or (iii) capital improvements budget, or other government spending plans. The Town will consider comments received within the 60-day period prior to entering into a Comprehensive Agreement pursuant to the PPEA and PPTA regarding the proposal. No negative inference shall be drawn from the absence of comment by an affected local jurisdiction. However, the Town may begin or continue its evaluation of any such proposal during the 60-day period.

2. Affected jurisdictions submitting comments to the Town under the PPTA shall additionally indicate whether the facility will address the needs identified in the appropriate state, regional, or local transportation plan by improving safety, reducing congestion, increasing capacity, and/or enhancing economic efficiency.

C. Proposal Review Fee

1. The Town shall receive an analysis of the proposal from appropriate internal staff or outside advisors or consultants with relevant experience in determining whether to enter into an agreement with the private entity. The Town is authorized by the PPEA and PPTA to charge a fee to the private entity to cover the costs of processing, reviewing, and evaluating any Unsolicited Proposal or Competing Unsolicited Proposal, including reasonable attorney's fees and fees for financial, technical and other necessary advisors or consultants. Fees charged for such review of a proposal are set forth in Article III.C.3 and are intended to be reasonable in comparison to the level of expertise required to review the proposal and should not be greater than the direct costs associated with evaluating the proposed qualifying project. "Direct costs" may include (i) the cost of materials, supplies and internal staff time required to process, evaluate, review and respond to the proposal; and (ii) the out-of-pocket costs for attorneys, consultants and financial advisors engaged by the Town in its sole discretion to assist in such review.
2. Proposal fees will not normally be charged for the review of proposals solicited by a Request for Proposal or Invitation for Bid. Any such fee will only be charged if permitted under applicable state and local laws and ordinances.
3. Review fees shall be charged for an Unsolicited Proposal as provided below. Such review fees shall be based on the reasonably anticipated costs of the Town in accordance with the following schedule:
 - (i) **Submission Review Fee:** The Town may charge a submission review fee assessed in an amount adequate to (i) determine whether the proposal is a qualifying project under the PPEA or a qualifying transportation project under the PPTA, (ii) determine whether the proposal meets all other requirements for further consideration under the Acts and these Guidelines, and (iii) assess the merits of the proposal as being in the best interest of the Town. In the event the Unsolicited Proposal is not accepted for further consideration, the Town shall return the fee to the proposer.
 - (ii) **Conceptual Phase Review Fee:** If the Town accepts the Unsolicited Proposal for further consideration, the Conceptual Phase Review Fee shall be a minimum of Five Thousand Dollars (\$5,000) and must be submitted at the time an Initial Submission is accepted for further consideration in the Conceptual Phase. If upon initial review of the Conceptual Phase Proposal to determine its scope and complexity, the Town Manager decides

additional resources are needed for proper evaluation, he may request an additional Conceptual Phase Review Fee.

- (iii) Detailed Phase Review Fees. Upon the Town's decision to proceed with a Detailed Phase Proposal, the proposer shall pay an additional review fee calculated at the rate of two and one half percent (2.5%) of the reasonably anticipated total cost of the proposed project, or other amount stipulated by the Town Manager, but not more than \$50,000 at the time of the submittal of the Detailed Phase Proposal. Additional fees may be imposed on and paid by the proposer throughout the processing, review, and evaluation of the unsolicited proposal if and as the Town Manager reasonably anticipates incurring costs in excess of the initial Detailed Phase Review Fee. The Town shall notify the applicant of the amount of such additional fees as and when it anticipates incurring such costs. Prompt payment of such additional fees is required before the Town will continue the process, review, and evaluation of the proposal.
4. The Town may at its sole discretion at any time before or during the Detailed Phase Review enter into an Interim Agreement with the proposer in accordance with Article VII.A under which the Town may compensate the proposer for Detailed Phase Proposal activities described therein.
 5. In the event the total fees paid by the proposer exceed the Town's reasonably estimated total costs incurred in processing, reviewing, and evaluating the proposal, the Town shall reimburse the difference.

D. Virginia Freedom of Information Act

1. General Provisions Relating to Disclosure:

Proposal documents submitted by private entities are generally subject to the Virginia Freedom of Information Act (Va. Code § 2.2-3700 et seq.) ("FOIA"), except as provided by Va. Code §§ 56-575.4(G) (PPEA) and 33.2-1803(H) (PPTA), and the provisions of the FOIA (§ 2.2-3705.6) that exempt certain documents from public disclosure. Proposers are advised to familiarize themselves with the FOIA provisions applicable to these Guidelines. Some FOIA exemptions, however, are discretionary, and the Town may elect to release some or all of documents except to the extent the documents are:

- a. Trade secrets of the private entity as defined in the Uniform Trade Secrets Act (§ 59.1-336, *et seq.*);
- b. 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,

- c. 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.

At no time shall the Town be liable to a proposer for the disclosure of all or a portion of a proposal submitted under these Guidelines.

2. Protection from Mandatory Disclosure for Certain Documents Submitted by a Private Entity.

Before a document of a private entity may be withheld from disclosure, the private entity must make a written request to the Town at the time the documents are submitted by identifying with specificity the trade secret or other proprietary documents for which protection is being sought and providing a clear statement of the reasons for invoking the protection with reference to one or more of the three classes of records listed in Article III.D.1.

Upon the receipt of a written request for document protection, the Town shall determine whether the documents contain: (i) trade secrets; (ii) financial records; or (iii) other information that would adversely affect the financial interest or bargaining position of the Town or private entity in accordance with Article III.D.1. The Town shall make a written determination of the nature and scope of the protection to be afforded by the Town under this subdivision.

The Town is authorized and obligated to protect only confidential information and thus, will not protect any portion of a proposal from disclosure unless expressly permitted by law. If the written determination provides less protection than requested by the private entity, the private entity shall be accorded an opportunity to withdraw its proposal. A proposal withdrawn under this Article will be treated in the same manner as a proposal not accepted for publication and conceptual phase consideration as provided below in Article V.B.2, except that all or a portion of the proposal review fee may be retained by the Town at its sole discretion to cover the costs of processing the proposal, including determinations regarding disclosure pursuant to this Article.

Once a written determination has been made by the Town Manager, the documents afforded protection under this subdivision shall continue to be protected from disclosure when in the possession of the Town or any affected local jurisdiction to which such documents have been provided.

- 3. In accordance with Va. Code § 2.2-3705.11, the Town and a private entity may enter a written confidentiality agreement upon mutually acceptable terms regarding the treatment of confidential and proprietary data or materials included in a proposal submitted under these guidelines.

4. Protection from Mandatory Disclosure for Certain Documents Produced by the Town.

Memoranda, staff evaluations, or other records prepared by or for the Town for the evaluation and negotiation of proposals may be withheld from disclosure if the disclosure of such records required by the PPEA or PPTA would adversely affect the financial interest or bargaining position of the Town or private entity and the basis for the determination of adverse effect is documented in writing by the Town.

5. If a private entity fails to earmark confidential or proprietary information, records, or documents for protection from disclosure, such information, records, or documents shall be subject to disclosure under the FOIA.
6. The Town may not withhold from public access: (i) procurement records other than those subject to the written determination of the Town; (ii) information concerning the terms and conditions of any Interim or Comprehensive Agreement, service contract, lease, partnership, or any agreement of any kind entered into by the Town and the private entity; (iii) information concerning the terms and conditions of any financing arrangement that involves the use of public funds; or, (iv) information concerning the performance of any private entity developing or operating a qualifying transportation facility or a qualifying project.
7. 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 Va. Code § 2.2-4342.

E. Use of Public Funds

Virginia constitutional and statutory requirements as they apply to the appropriation and expenditure of public funds apply to any Interim or Comprehensive Agreement entered into under the PPEA or PPTA. Accordingly, the Town shall incorporate all of the processes and procedural requirements associated with the expenditure or obligation of public funds into planning for any PPEA or PPTA project(s).

F. Applicability of Other Laws

Nothing in the PPEA or PPTA shall affect the duty of the Town to comply with all other federal, state, and local laws including provisions of the Town's ordinances and resolutions not in conflict therewith. In particular, the applicability of the Virginia Public Procurement Act shall be as set forth in the PPEA and PPTA. Nothing in these Guidelines or an Interim or Comprehensive Agreement shall be deemed to enlarge, diminish or affect the authority or supremacy of any federal, state or local laws or regulations.

G. Schedule

The Town will make every attempt to complete the procurement process expeditiously. However, variations in any schedule may be necessary due to the volume, complexity of proposals received, the need for further information, timely cooperation by proposer, or other unanticipated circumstances. The following schedule is provided for illustrative purposes and depicts the time frames within which the Town anticipates completion of each phase of the proposal selection process. The Town Manager may adjust the timeline for a particular proposal, except for those time periods required by the PPEA and PPTA.

Initial Submission Review	1 - 3 Months
Publication & Receipt of Competitive Proposals	2 - 4 Months
Conceptual Phase Review	1 - 3 Months
Selection of Proposal for Detailed Phase Review	1 - 2 Months
Detailed Phase Review & Selection	3 - 9 Months
Negotiation of Interim or Comprehensive Agreement	3 - 6 Months

Any proposals submitted pursuant to these Guidelines will contain estimated schedules for each phase.

IV. Solicited Proposals

The procedures and requirements applicable to a solicited bid or proposal shall be specified in the proposal and shall be consistent with the requirements of the PPEA or PPTA and other applicable law. All such solicitations shall be by issuance of a written Invitation for Bid ("IFB") or Request for Proposal ("RFP"), in accordance with the Town's ordinances and resolutions. For transportation facilities, the Town shall provide a finding of public interest pursuant to Section 33.2-1803.1 of the Code of Virginia.

The RFP or IFB should specify, but not necessarily be limited to, information and documents that must accompany each proposal and the factors that will be used in evaluating 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 may be advertised in *Virginia Business Opportunities* on the Commonwealth's electronic procurement site commonly known as "eVA". Notices can also be published in a newspaper or other publications of general circulation. The RFP or IFB should also contain or 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 may be held as deemed appropriate by the Town Manager.

Any proposal submitted pursuant to the PPEA or PPTA that is not received in response to an IFB or RFP shall be deemed an Unsolicited Proposal under Article V. Unsolicited Proposals shall include (a) proposals received in response to a notice issued by the Town that it has received another Unsolicited Proposal, and (b) proposals received in response to publicity by the Town concerning particular needs but where the Town has not issued a formal IFB or RFP.

V. Unsolicited Proposals

The Town may publicize its needs and may encourage interested parties to submit unsolicited proposals subject to the terms and conditions of the PPEA or PPTA. When such proposals are received without issuance of an RFP, the proposal shall be treated as an Unsolicited Proposal. The Town will evaluate an unsolicited proposal if it meets the requirements under the PPEA or PPTA, as applicable, and these Guidelines.

The following four-step procedure for evaluating Unsolicited Proposals shall serve as the Town's general process for encouraging the receipt and consideration of proposed projects under the PPEA or PPTA. This procedure shall not preclude the Town, however, from discontinuing its evaluation of any proposal at any time, for any reason. Furthermore, if the Town determines that it is in the Town's interest to do so with respect to any Unsolicited Proposal, the Town may cease or eliminate review at the initial or conceptual phase and proceed directly to the detailed review phase.

A. Step One: Decision to Accept and Consider an Unsolicited Proposal

1. Delivery of Initial Submission

Any private entity seeking to submit an Unsolicited Proposal under the PPEA or PPTA to the Town shall deliver ten (10) complete copies, as provided below, to the Town Manager. The term "Public Private Education Facilities and Infrastructure Proposal" or "Public Private Transportation Proposal" must be clearly labeled on the outside of the envelope or package. A working group may be designated by the Town Manager to review and evaluate any such proposal. A list of all local jurisdictions being provided a copy of the proposal must accompany the initial or conceptual proposal with the name and address of recipient and date delivered.

Upon receipt of any Unsolicited Proposal, the Town Manager will conduct a preliminary review of the proposal to determine if additional information is needed to make an initial determination of whether (i) the proposal is a qualifying project under the PPEA or a qualifying transportation project under the PPTA, (ii) the proposal meets all other requirements for further consideration under the Acts and these Guidelines, and (iii) it is in the Town's interest to proceed with further review of the proposal. The Town Manager may consult other Town employees, the Town Council, or outside resources, as he may deem necessary. If the Town Manager decides to proceed with consideration of the Unsolicited Proposal, the Town Manager, will notify the proposer of acceptance for consideration and collect Conceptual Phase Review Fees as may be required.

If the Town Manager determines not to accept the initial proposal for further consideration, he shall notify the proposer and Town Council in writing, with an explanation of why no further consideration is warranted. All documents and fees charged for the initial review of the Unsolicited Proposal will be returned to the proposer.

2. Contents of Initial Submission

- (i) An Unsolicited Proposal must contain information on the proposer's qualifications and experience, project characteristics, project financing, anticipated public reaction, and project benefit and compatibility. Required format and information to satisfy these requirements are included in Article V.C.5. Initial information may be brief but must be sufficient to enable the Town to evaluate the practicality and sufficiency of the proposal.
- (ii) Unsolicited Proposals shall provide a concise description of the applicant's capability to complete the proposed qualifying project and the benefits to be derived from the project by the Town. Project benefits to be considered may include benefits to be realized during the construction, renovation, expansion, acquisition, or improvement phase as well as during the life cycle of the project. Proposals also shall include a scope of work and a financial plan for the project containing enough detail to allow an analysis by the Town of the financial feasibility of the proposed project, including but not limited to: (a) identity of any parties expected or provide financing for the project; and (b) a statement indicating whether the applicant intends to request the Town to provide resources for financing the project and the nature and extent of any such resources.
- (iii) To become subject to the evaluation and selection process under the PPTA, the proposal must comply with the following additional criteria. First, the proposal must seek approval for a private entity to acquire, construct, improve, maintain, finance, and/or operate specified transportation facilities. Second, the transportation facilities so specified must be one or a combination of the following: a road, bridge, tunnel, overpass, ferry, airport, mass transit facility, vehicle parking facility, port facility or similar commercial facility used for the transportation of persons or goods. The Town must currently have either the power itself, or the ability to assert the power, to perform the functions the proposer seeks to perform with respect to at least a portion of the specified transportation facilities.
- (iv) The Town may require additional data or submissions to clarify information previously provided or to address other areas of concern to the Town.

B. Step Two: Notice of Decision to Proceed with Conceptual Phase Review

- 1. Upon review of the Initial Submission, the Town may choose to accept an Unsolicited Proposal for Conceptual Phase consideration and will so notify the proposer of its decision.

2. If the Town chooses not to accept an Unsolicited Proposal for Conceptual Phase consideration, the Initial Review Fee shall be promptly returned to the proposer.
3. Within 10 working days of a determination to accept an Unsolicited Proposal for Conceptual Phase consideration, the Town shall post and publish a notice of the Town's decision to accept the proposal for Conceptual Phase consideration. Such notice is intended to encourage competition and must be posted in a public area regularly used by the Town for the posting of public notices for a period of not less than 120 days for PPTA proposals and 45 days for PPEA proposals. If the Town accepts the proposal for consideration under the PPEA, the Town shall also publish such notice in *Virginia Business Opportunities* (VBO) on the eVA site. Said notices shall state that the Town: (i) has received and accepted an Unsolicited Proposal under the Act; (ii) intends to evaluate proposal; (iii) may negotiate an interim and/or Comprehensive Agreement with the proposer; and (iv) will accept for simultaneous consideration, within a specific period of time of not less than 120 days for PPTA proposals or 45 days for PPEA proposals, any competing proposals that comply with Town regulations. The notice shall also summarize the proposed qualifying project and identify its proposed location. Note: The Town at its sole discretion may extend these notice periods.
4. During the 120-day or 45-day period for receiving competing Unsolicited Proposals, the Town may continue to evaluate the original Unsolicited Proposal. Representatives of the Town are encouraged to answer question from private entities that are contemplating submission of a competing unsolicited proposal.
5. Posting Requirements:
 - a. A conceptual proposal, whether solicited or unsolicited, shall be posted by the Town within 10 working days after the acceptance of such proposals. Posting shall be on the Town's website. In addition, a summary of the conceptual proposal may be posted by publication, in a newspaper of general circulation in the area in which the contract is to be performed. The posting shall identify the location where copies of the proposal are available for public inspection. At its discretion, the Town may also post on the VBO site.
 - b. Nothing shall be construed to prohibit the posting of a conceptual proposal by additional means deemed appropriate by the Town so as to provide maximum notice to the public of the opportunity to inspect the proposals
 - c. In addition to the posting requirements, at least one copy of the proposal 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 shall not be required to be posted, except as otherwise agreed to by the Town and the private entity. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

- d. If state or federal funds are anticipated in a PPTA proposal, the proposer will be responsible for notifying the Virginia Department of Transportation or the Federal Highway Agency, as the case may be.
- e. A copy of the proposal shall be sent by the proposer to each affected local jurisdiction, as defined in the Act, that is not a responsible public entity. The Town will send a request for comments on any proposed qualifying transportation facility indicating whether the facility will address the needs identified in the appropriate state, regional, or local transportation plan by improving safety, reducing congestion, increasing capacity and/or enhancing economic efficiency. Affected local jurisdictions shall have 60 days from receipt of the request for comments to submit written comments to the Town. If no comments are received within the 60-day period, the Town will conclude that the affected local jurisdiction has no comments on the proposal.

C. Step Three: Conceptual Phase Review

- 1. Only conceptual proposals complying with the requirements of the PPEA or PPTA and these Guidelines, containing sufficient information for a meaningful evaluation, and provided in an appropriate format, as described below, will be considered by the Town for further review at the Conceptual Phase.
- 2. After reviewing the Unsolicited Proposal and any competing Unsolicited Proposals submitted during the notice period, the Town may determine: (i) not to proceed further with any proposal; (ii) to proceed to the Detailed Phase with the original proposal; (iii) to proceed to the Detailed Phase review with a competing proposal; or (iv) to proceed to the Detailed Phase review with multiple proposals.
- 3. Discussions between the Town and private entity about the need for infrastructure improvements shall not limit the ability of a public entity 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 for any reason prior to the execution of an Interim or Comprehensive Agreement.
- 4. Format for Submissions at the Conceptual Phase: Unsolicited Proposals at the Conceptual Phase shall contain as a minimum, general information in the following areas: (i) qualifications and experience; (ii) project characteristics; (iii) project financing; and (iv) anticipated public support and/or opposition. More in-depth information about these areas may be required at the Detailed Phase. Unless waived by the Town Manager, the following format and general information are required

in the proposal at this phase. The Town Manager may request additional information as he deems appropriate.

(i) Qualification and Experience

- a. Identify the legal structure of the firm or consortium of firms making the proposal (i.e. corporation, partnership, joint venture, limited liability corporation.). Identify the organizational structure for the project, the management approach, and how each principal (i.e. major shareholder, member, partner) and major subcontractor in the structure fit into the overall team.
- b. Describe the experience of the firm or consortium of firms making the proposal and the key principals involved in the proposed project, including experience with projects of comparable size and complexity. Describe the length of time in business, business experience, public sector experience, and other engagements of the firm or consortium of firms. Include the identity of any firms that will provide design, construction and completion guarantees and warranties, and a description of such guarantees and warranties. Provide resumes of the key individuals who will be involved in the project.
- c. Provide the names, addresses, e-mail and telephone numbers of persons who may be contacted for further information.
- d. Provide a current or most recently audited financial statement of the firm or firms and each partner with an equity interest of five percent (5%) or greater.
- e. Identify any persons known to the applicant who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to Virginia State and Local Government Conflict of Interest Act (Va. Code §§ 2.2-3100 *et seq.*).

(ii) Project Characteristics

- a. Provide a description of the project, including the conceptual design and in the case of transportation facilities, all proposed interconnections with other transportation facilities. Describe the proposed project in sufficient detail so that type and intent of the project, the location, and the communities that may be affected are clearly identified.
- b. Provide the proposed date for development and/or operation of the transportation facility or other facilities, along with an estimate of the life-cycle cost of the facility as proposed.

- c. Provide a statement setting forth the risks, liabilities and responsibilities to be transferred, assigned, or assumed by the private entity for the development and/or operation of the transportation facility or other facility, including revenue risk and operations and maintenance.
- d. Identify and fully describe any work to be performed by the Town or any other private entity.
- e. Include a list of all federal, state, and local permits and approvals required for the project and a schedule for obtaining such permits and approvals.
- f. Include a list of public utilities or other facilities that will be crossed by the proposed facility and a statement of the plans of the private entity to accommodate such crossings.
- g. Identify any anticipated adverse social, economic, and environmental impacts of the project. Specify the strategies or actions to mitigate such impacts of the project.
- h. Identify the projected positive social, economic and environmental impacts of the project.
- i. Identify the proposed schedule for the work on the project, including the estimated time for completion.
- j. Propose allocation of risk and liability for work completed beyond the project completion date, and assurances for timely completion of the project.
- k. Provide assumptions related to ownership, legal liability, law enforcement and operation of the project and the existence of any restrictions on the Town's use of the project.
- l. Provide information relative to phased or partial openings of the proposed project prior to completion of the entire work.
- m. Describe any architectural (including, where appropriate, historic district considerations), building, engineering, or other applicable standards that the proposed project will meet or exceed.
- n. Describe the method by which all necessary property interests, including rights-of-way or easements, are to be secured. Include the names and addresses of current property owners, if known, the nature of property to be acquired, and a description of any property that the Town is expected to condemn.

- o. Provide safety records for contractors and subcontractors for the past five years, including a list of any OSHA violations. Describe steps to be taken to prevent the spread of communicable disease.

(iii) Project Financing

- a. Provide a preliminary estimate and describe the estimating methodology of the cost of the work by phase, segment, or both.
- b. Provide a statement setting forth the private entity's general plan for developing and/or operating the transportation facility or other facilities, including identification of any revenue, public or private, or proposed debt or equity investment or concession proposed by the private entity
- c. Submit a plan for the development, financing, and operation of the project showing the anticipated schedule on which funds will be required. Describe the anticipated costs of and proposed sources and uses for such funds.
- d. Include a list and discussion of assumptions underlying all major elements of the plan.
- e. Identify the proposed risk factors and methods for dealing with these factors.
- f. Identify any local, state or federal resources that the proposer contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources (and identify of each such source) and the timing of any anticipated commitment.
- g. Identify the amounts and the terms and conditions for any revenue sources, including any third parties that the applicant contemplates will provide financing for the project, and describe the nature and timing of each such commitment.
- h. Identify any aspect of the project that could disqualify the project from eligibility for tax-exempt financing.

(iv) Project Benefit and Compatibility

- a. Describe the anticipated benefits to the community, region, or state, including anticipated benefits to the economic condition of the Town, and identify who will benefit from the project and how they will benefit.
- b. Identify any anticipated public support or opposition as well as any anticipated government support or opposition, for the project.

- c. Explain the strategy and plans that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.
- d. Explain whether the project is likely to attract or maintain industries and businesses to the Town or the surrounding region and, if so, explain how.
- e. Explain whether the project is compatible with the Town's comprehensive plan, infrastructure development plans, capital improvements budget, or other government spending plan and, if so, explain how.
- f. For PPTA projects, explain whether the proposed improvements are compatible with present and planned regional and local transportation systems, and whether the project will provide continuity with existing local and state facilities.

D. Step Four: The Detailed Review Phase

1. If the Town decides to proceed to the Detailed Phase review with one or more Unsolicited Proposals, then the following information, along with detailed information concerning the items listed in Article V.C.4, shall be provided by the proposer unless included in the Conceptual Phase proposal or expressly waived by the Town Manager:
 - (i) A topographical map (1:2000 or other appropriate scale) depicting the location of the proposed project.
 - (ii) A list of public utility's, locality's, or political subdivision's facilities, if any, that will be crossed by the qualifying project and a statement of the plans of the proposer to accommodate such crossings.
 - (iii) A statement and strategy setting out the plans for securing all necessary property. The statement shall include the names and addresses, if known, of the current owners of the subject property as well as a list of any property the proposer intends to request the Town to condemn.
 - (iv) 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.
 - (v) 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.

- (vi) A detailed discussion of assumptions about user fees or rates, and usage of the projects.
- (vii) 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, letters, or other official communications.
- (viii) Demonstration of consistency with appropriate local comprehensive or infrastructure development plans or indication of the steps required for acceptance into such plans.
- (ix) Explanation of how the proposed project would impact local development plans of each affected local jurisdiction.
- (x) 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.*).
- (xi) Detailed analysis of the financial feasibility of the proposed project, including its impact on similar facilities operated or planned by the Town. Include a detailed description of any financial plan proposed for the project, a comparison of that plan with financing alternatives that may be available to the Town, and all underlying data supporting any conclusions reached in the analysis or the selection by the applicant of the financing plan proposed for the project.
- (xii) Additional material and information as the Town may request.

VI. Proposal Evaluation and Selection Criteria

In addition to evaluation of materials and detailed information described in Article V above, some or all of the following matters may be considered in the evaluation and selection of PPEA or PPTA proposals.

A. Qualifications and Experience

Factors to be considered in either phase of the Town's review to determine whether the proposer possesses the requisite qualifications and experience may include but shall not be limited to:

1. Experience with similar projects.
2. Demonstration of ability to perform work.
3. Leadership structure.
4. Project manager's experience.
5. Management approach.
6. Financial condition.
7. Project ownership.

B. Project Characteristics

Factors to be considered in determining the project characteristics may include but shall not be limited to:

1. Project definition.
2. Proposed project schedule.
3. Operation of the project.
4. Technology, technical feasibility.
5. Conformity to laws, regulations, and standards.
6. Environmental impacts.
7. Condemnation impacts.
8. State and local permits.
9. Maintenance of the project.

C. Project Financing

Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project may include but shall not be limited to:

1. Cost and cost benefit to the Town.
2. Financing and the impact on the debt or debt burden of the Town.

3. Financial plan, including the degree to which the proposer has conducted due diligence investigation and analysis of the proposed financial plan and the results of any such inquiries or studies.
4. Estimated cost.
5. Life-cycle cost analysis.
6. The identity, credit history, past performance of any third party that will provide financing or performance guaranties for the project and the nature and timing of their commitment.

D. 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 may include but shall not be limited to:

1. Community benefits.
2. Community support or opposition, or both.
3. Public involvement strategy.
4. Compatibility with existing and planned facilities.
5. Compatibility with local, regional, and state economic development efforts.

In the event that any project is financed through the issuance of obligations that are deemed to be tax-supported debt of the Town, 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.

E. Other Factors

Other factors that may be considered by the Town in the evaluation and selection of PPEA and PPTA proposals include:

1. The proposed cost of the qualifying project or qualifying transportation facility.
2. The general reputation, industry experience, and financial capacity of the private entity.
3. The proposed design of the qualifying project or qualifying transportation facility.
4. The eligibility of the project for accelerated documentation, review, and selection.

5. Local citizen and government comments.
6. Benefits to the public.
7. The private entity's compliance with a minority business enterprise participation plan or good faith effort to comply with the goals of such plans.
8. The private entity's plans to employ local contractors and residents.
9. Other criteria that the Town deems appropriate.

In evaluating a proposal, the Town may rely on internal staff reports or the advice of outside advisors or consultants having relevant experience. The Town shall engage the services of qualified professionals to provide independent analysis regarding the specifics, advantages, disadvantages and the long- and short-term costs of any request by a private entity for approval of a qualifying project unless the Town Council determines that such analysis of a request shall be performed by the Town's employees.

Proposals shall be evaluated on the basis of how well the proposer or proposers have met the criteria in Articles V and VI above. In the case of transportation facilities, the Town shall engage in the analysis required by Virginia Code Section 33.2- 1803.1:1, as may be applicable. In the case of PPEA projects, the Town shall consult Virginia Code Section 56-575.4 in determining whether (i) the project will serve a public need or provide a public benefit, (ii) the estimated cost of the project is reasonable in relation to similar facilities, and (iii) the proposal will result in the timely development or operation of the project.

VII. Interim and Comprehensive Agreements

Prior to developing or operating the qualifying project or qualifying transportation facility, the selected private entity shall enter into a Comprehensive Agreement with the Town and may enter into an Interim agreement as described in Article VII.A. 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 Town and the selected proposer with regard to the project. Any such Interim or Comprehensive Agreement, and any amendment thereto, shall be approved by the Town Council and contain the terms outlined (unless deemed by the Town Manager to be unnecessary or inapplicable).

A. Interim Agreement Terms

Prior to entering into a Comprehensive Agreement with the Town, an Interim Agreement may be entered into that permits a private entity to perform compensable activities related to the project.

The scope of an Interim Agreement may permit the private entity to commence activities for which it may be compensated relating to the proposed facility, including, but shall not be limited to, the following:

1. Project planning and development.
2. Advance right-of-way acquisition.
3. Design and engineering.
3. Environmental analysis and mitigation.
4. Site planning and survey.
5. Conducting transportation and revenue studies.
6. Ascertaining the availability of financing for the proposed facility through financial and revenue analysis.
7. Establishing a process for and timing of the negotiation of the comprehensive agreement.
8. Any other provisions related to any aspect of the development or operation of a qualifying project or qualifying transportation facility that the parties deem appropriate prior to the execution of a Comprehensive Agreement.

B. Comprehensive Agreement Terms

Prior to the development or operation of a qualifying transportation facility or a PPEA facility, the private entity shall enter into a Comprehensive Agreement with the Town. The scope of a Comprehensive Agreement shall include, but not be limited to, the following:

1. Delivery of maintenance, performance, and payment bonds or letters of credit or guaranties in connection with any acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project or qualifying transportation facility, in the forms and amounts satisfactory to the Town.
2. Review and approval of plans and specifications for the qualifying project or qualifying transportation facility by the Town.
3. The right of the Town to inspect the qualifying project or qualifying transportation facility to ensure compliance with the Comprehensive Agreement and with regulatory and other standards.
4. Maintenance of a policy or policies of liability insurance or self-insurance in form and amount satisfactory to the Town and 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 or qualifying transportation facility.

5. The design, construction, operation, and maintenance standards with which the private entity must comply and means of monitoring operation and maintenance practices of the private entity.
6. The terms under which the private entity will reimburse the Town for services provided.
7. Policies and procedures governing 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 operator, including the conditions governing assumption of the duties and responsibilities of the private entity by the Town and the transfer or purchase of property or other interests of the private entity by the Town.
8. Duties of the Town required by law or as agreed upon by the parties.
9. The mechanism by which user 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 are the same for persons using the facility under like conditions and that will not materially discourage use for the qualifying project. In addition:
 - (i) A copy of any service contract shall be filed with the Town.
 - (ii) A schedule of the current user fees or lease payments shall be made available by the private entity to any member of the public upon request.
 - (iii) Classifications according to reasonable categories for assessment of user fees may be made.
10. The terms and conditions under which the Town may contribute financial resources, if any, for the qualifying project or qualifying transportation facility.
11. The terms and conditions under which existing site conditions will be assessed and addressed, including indemnification of the Town for conducting the assessment and taking necessary remedial action.
12. Provisions for the development or operation of phases or segments of a qualifying project.
13. The obligation of the private entity to maintain any transportation facility, building or structure to be constructed under the Comprehensive Agreement and the rights of the Town, and/or VDOT or FHWA if appropriate, to monitor such maintenance.

14. The date of termination of the private entity's authority and duties and dedication of facilities to the Town or other appropriate public entity.
15. Filing of appropriate financial statements in a form acceptable to the Town on a periodic basis.
16. Compensation to the private entity that may include a reasonable development fee, a reasonable maximum rate of return on investment, and/or reimbursement of development expenses in the event of termination for convenience by the Town. Where applicable, include the formula by which the maximum rate of return will be calculated, the distribution of any earning in excess of the negotiated maximum rate of return, and the payment of remaining revenues to the private entity upon occurrence and during the continuation of material default.
17. The rights of the Town to dedicate or convey property interests to the private entity for public use, which may include licenses, franchises, easements, or any other right or interest the Town deems appropriate.
18. Events that will constitute default, rights to notice and available remedies. In the event of a material default in a Comprehensive Agreement entered under the PPTA, the Town may exercise the remedies provided in Section 33.2-1813 of the Code of Virginia. In the event of a material default in a Comprehensive Agreement entered under the PPEA, the Town may exercise the remedies provided in Section 56-575.11 of the Code of Virginia.
19. Events that will constitute force majeure and the remedies the parties will have in the event of occurrence.
20. Guaranteed costs and completion guarantees related to the development and/or operation of the transportation facility or other facility and payment of liquidated damages for failure to meet the completion guarantee.
21. User fees to be set at a level that takes into account lease payments, service payments, compensation to the private entity, and which fees are the same for persons using the facility under like conditions.
22. The obligation of the private entity to maintain records, to allow inspection and audit and to file appropriate financial statements in form and frequency acceptable to the Town.
23. The conditions under which the private entity or the Town may assign its rights under the Comprehensive Agreement and/or its rights in the transportation facility or other public facility.
24. Any other agreed upon terms and conditions.
25. All requirements of the PPEA, PPTA, and other applicable law.

In the case of construction or design-build agreements under either the PPEA or PPTA, the Town is likely to require the following additional provisions: liquidated damages for delayed completion; warranties regarding workmanship, materials, guarantees that the project will be fully operational and suitable for the Town's intended purposes; retainage of progress payments; disputes resolution; mutual waivers of subrogation and of consequential damages. Private entities are urged to address such risk allocation provisions in the preparation of conceptual and/or detailed proposals.

Any changes to the terms of the Interim or Comprehensive Agreement may be agreed upon by the parties from time to time shall be added to the Interim or Comprehensive Agreement only by written amendment.

C. Comprehensive Agreement Provisions Relating to Construction Projects

With respect to construction projects considered under the PPEA or PPTA, the Town generally anticipates addressing the following in the Comprehensive Agreement. Private entities are encouraged to include a discussion of these matters in proposals relating to construction projects.

1. In design-build construction projects the private entity will be expected to assume single-point responsibility and liability for all design and construction activities.
2. To the fullest extent possible, the private entity shall perform its own geotechnical investigation of subsurface conditions at the project site. The risk of inadequate geotechnical investigation or improper interpretation of the results of the geotechnical investigation will be allocated to the private entity in the Comprehensive Agreement. The Town will consider assuming part or all of the risk of subsurface conditions that could not reasonably be foreseen notwithstanding the performance of a geotechnical investigation meeting the ordinary standard of care of geotechnical engineers working under similar conditions.
3. The Town encourages private entities to propose a formula for the mutual sharing of cost savings realized during construction by virtue of value engineering initiatives, guaranteed maximum price with saving sharing provisions, trade allowances or otherwise. Mutually agreed upon terms for the sharing of such savings will be incorporated in the Comprehensive Agreement.

D. Comprehensive Agreement Provisions Relating to Private Entity Legal Structure

The Town is willing to enter Comprehensive Agreements with private entities that have formed business associations such as joint ventures and limited liability corporations ("LLC"). In such cases, however, the Town will expect one or more of the principal members of the association to provide a performance guaranty of all obligations undertaken in the comprehensive agreement. This requirement is in addition to the statutory requirement for a performance bond. Individuals, corporations and other businesses interested in entering public-private partnerships with the Town under the PPEA or PPTA must be willing to provide this security if their proposal is submitted as

part of a joint venture, LLC or other business entity that limits the liability of its members, owners or partners.

E. Notice and Posting Requirements

1. In addition to the posting requirements of Article V, 30 days prior to entering into an Interim or Comprehensive Agreement, the Town shall provide an opportunity for public comment of the proposals. Such public comment period may include a duly advertised public hearing in the sole discretion of the Town.
2. Once the negotiation phase for the development of an Interim or a Comprehensive Agreement is complete and a decision to award has been made by the Town, the Town shall (i) post the major business points of the Interim or Comprehensive Agreement, including the projected use of any public funds, and (ii) outline how the public can submit comments on those major business points. Posting shall be the following manner:
 - a. Posting shall be on the Town's website and for transportation facilities, on the Virginia Department of General Services' central electronic procurement website. In addition, the Town may publish a summary of the agreement in a newspaper of general circulation in the area in which the contract is to be performed. At its discretion, the Town may also post on the VBO site and eVA.
 - b. In addition to the posting requirements, at least one copy of the Interim or Comprehensive Agreement 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 shall not be required to be posted, except as otherwise agreed to by the Town and the private entity. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

Prior to entering either an Interim or Comprehensive Agreement, the major business points of such agreements, including the use of any public funds, shall be presented to the Town Council at a meeting open to the public. Note that a public hearing may be required under Virginia Code Section 15.2-1800, if the Town's real property is being conveyed. A three-fourths vote of approval by the members elected to the Town Council may also be required under Virginia Code Section 15.2-2100.

3. Once an Interim or a Comprehensive Agreement has been entered into, the Town shall make procurement records available for public inspection, upon request.
 - a. Such procurement records shall include documents protected from disclosure during the negotiation phase on the basis that the release of such documents would have adversely affected the financial interest or

bargaining position of the Town or private entity in accordance with Section II.D.2.

- b. 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 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.

F. Audits for Certain Qualifying Transportation Facilities

For any qualifying transportation facility project with an estimated construction cost of over \$50 Million, the responsible public entity also shall require the private entity to pay the costs for an independent audit of any and all traffic cost estimates associated with the private entity's proposal, as well as a review of all public costs and potential liabilities to which taxpayers could be exposed. This independent audit shall be conducted by an independent consultant selected by the responsible public entity, and all such information from such review shall be fully disclosed.

G. Filing of Comprehensive Agreement with Auditor of Public Accounts

Within 30 days of entering into a Comprehensive Agreement, the Town submit a copy of the Comprehensive Agreement to the Virginia Auditor of Public Accounts.

Town of Chincoteague, Inc.



TO: Mayor Lenoard and Members of Council

FROM: Michael Tolbert, Town Manager

DATE: April 1, 2024

SUBJECT: FY25 Budget – Third Draft

The third draft of the FY25 budget is presented here with all but the General Fund in balance. At this draft, the General Fund contains a \$118,000 imbalance. Progress on this third draft was accomplished by reassigning various payroll costs to our enterprise funds. The remaining surpluses in the Water, Center and Harbor Funds were adjusted using a combination of reassigned insurance costs and adjustments to long term savings.

To bring the General Fund in balance, I would suggest the removal of the new CPD Vehicle (\$60K) and property acquisition reserve (\$50K) along with the cabinet for the plane stabilizer (\$8K). The removal of these three items will reduce the General Fund deficit to \$0 and produce a completely balanced budget for FY25. All three expenditures could be reinserted in the spring of 2025 with any surplus that may occur.

Council is asked to review this recommendation and vote to approve the changes as presented or offer additional guidance on balancing the general fund.

Suggested Motion to approve:

I move to approve the changes to the FY25 Budget's 3rd draft as presented and to authorize its immediate advertisement for public hearing.

FY 25 Budget - Third Draft Changes

<u>EXPENDITURE TOTALS</u>	<u>FY25</u>		<u>FY24</u>		<u>FY 24/25 DELTA</u>	<u>NOTES:</u>
<i>Departments</i>						
<i>GENERAL GOVERNMENT</i>	\$2,794,880		\$2,469,519		\$325,361	ARPA Projects
<i>EMERGENCY SERVICES</i>	\$1,454,458		\$1,304,989		\$149,469	Increase in Payroll
<i>PUBLIC WORKS</i>	\$2,453,895		\$1,302,870		\$1,151,025	Design and Construction of Sewer Collection Sys.
<i>MOSQUITO CONTROL</i>	\$172,498		\$138,241		\$34,257	Additional Chemical Products and Spraying
<i>ROADS</i>	\$928,500		\$705,160		\$223,340	U-1 Grant Increase
<i>POLICE</i>	\$1,445,335		\$1,313,220		\$132,115	Increase in Payroll
<i>DISPATCH</i>	\$336,574		\$329,653		\$6,921	Increase in Payroll
TOTAL GENERAL FUND	\$9,586,140		\$7,563,652		\$2,022,488	
TOTAL HARBOR FUND	\$822,269		\$868,284		-\$46,015	Decrease in Fuel Prices
TOTAL TROLLEY FUND	\$92,803		\$259,833		-\$167,030	Decrease in Cap Proj. (No New Trolley)
TOTAL WATER FUND	\$1,028,000		\$1,015,000		\$13,000	
TOTAL CENTER FUND	\$218,400		\$194,650		\$23,750	
TOTAL EXPENDITURES	\$11,747,612		\$9,901,419		\$1,846,193	

<u>REVENUE TOTALS</u>	<u>FY25</u>		<u>FY24</u>		<u>FY 24/25 DELTA</u>	<u>NOTES:</u>
TOTAL GENERAL FUND	\$9,586,140		\$7,563,652		\$2,022,488	ARPA Funds
TOTAL HARBOR FUND	\$822,269		\$868,284		-\$46,015	Decrease in Fuel Sales
TOTAL TROLLEY FUND	\$92,803		\$259,833		-\$167,030	Decrease in DRPT Capital Funds
TOTAL WATER FUND	\$1,028,000		\$1,015,000		\$13,000	
TOTAL CENTER FUND	\$218,400		\$194,650		\$23,750	
TOTAL REVENUES	\$11,747,612		\$9,901,419		\$1,846,193	

<u>EXPENSES OVER REVENUE</u>	<u>FY25</u>		<u>FY24</u>		<u>FY 24/25 DELTA</u>	<u>NOTES:</u>
GENERAL FUND	\$0		\$0			
HARBOR	\$0		\$0			
TROLLEY	\$0		\$0			
WATER	\$0		\$0			
CENTER	\$0		\$0			
TOTAL DEFECIT / SURPLUS	\$0		\$0			

Town of Chincoteague, Inc.



TO: Mayor Lenoard and Members of Council
FROM: Michael Tolbert, Town Manager
DATE: April 1, 2024
SUBJECT: New Private Road Name

The Town has a request from a builder to approve the name for a new road. This road would service 4 new homes that are being built off of East Side Rd. The requested name is “Clarkson Lane” and its location with respect to the closest public road is depicted on the attached map.

This road’s size and planned surfacing will not meet VDOT standards and therefore it will not be included in VDOT’s inventory making it ineligible for U-1 maintenance funds. The Town of Chincoteague will therefore have no responsibility for the construction or future maintenance of this road.

Council is asked to vote to approve the name of this private road.

Accomack County, Virginia

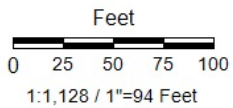
Legend

Parcels

Item 14.



Map Printed from AccoMap
<https://parcelviewer.geodecisions.com/Accomack>



Title: Clarkson Lane Location

Date: 3/28/2024

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Accomack County is not responsible for its accuracy or how current it may be.

Town of Chincoteague, Inc.



April 1, 2024 Council Meeting

CLOSED MEETING MOTION:

In accordance with Section § 2.2-3711,A,1 of the Code of Virginia I move that the Council convene a closed session for the purpose of discussion and review of appointment and assignment of specific personnel.

Certification Motion:

In accordance with section 2.2-3712(D) of the Code of Virginia, I will entertain a motion that the Council certify that to the best of each members' knowledge:

- 1. Only public business lawfully exempted from open meeting requirements was discussed and**
- 2. Only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered.**

Ask for a vote by show of hands