



Regular Council Meeting
Temporary Location – Board Room on the Top Floor of the
Bedford County Administrative Office, 122 East Main Street, Bedford, Virginia

A G E N D A

January 9, 2024

7:00 p.m.

Administrative

Approval of Minutes
Report of Town Manager
Appearance before Council
Council Comments
Report of Council Committees
Revisions to Agenda

Public Hearings

Consent Agenda (roll call)

Old Business

New Business

- | | |
|----------------|---|
| 1-FIRE-1-1-1-9 | Appointment of Todd Stone as Fire Chief (roll call) |
| 2-FIN-2-42-1-9 | Authorization to Place Order for Replacement Ladder Truck (roll call) |
| 3-CC-15-1-1-9 | Acceptance of Conveyance of Edmund Street Park (roll call) |
| 4-CC-15-1-1-9 | Purchase of Ferguson Tract (roll call) |

Closed Session, pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, 1950, as amended for the purpose of consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, relating to the outcome of *Sadler Bros. Oil Co. v. Commonwealth*, recently decided in the Circuit Court of Greensville County, related to skill games, and related to the ownership status of property near the Bedford Reservoir outside of Town limits.

Closed session, pursuant to Section 2.2-3711(A)(3) of the Code of Virginia, 1950, as amended, for the purpose of discussion or consideration of the acquisition of property for a public purpose, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Town, related to the Ferguson tract.

Closed session, pursuant to Section 2.2-3711(A)(1) of the Code of Virginia, 1950, as amended, for the purpose of discussion or consideration of, and evaluation of the performance of a public officer or appointee, for the purpose of the Town Manager's annual review.

**Work Session for Zoning Text and Zoning Map Amendments
begins at 5:30 p.m.**

**Adjourn this meeting until January 20, 2024, at 9:00 a.m. for
a Town Council Retreat at the Bedford Library**

Citizens may watch the meeting in real time via the Town of Bedford Live Stream website: <https://www.youtube.com/@townofbedford>

The Town will strive to provide reasonable accommodations and services for persons who require special assistance to participate in this public involvement opportunity. Contact (540) 587-6001 for more information.

**TOWN OF BEDFORD, VIRGINIA
TOWN COUNCIL
ACTION FORM**

ITEM: Authorization to Place Order for Replacement Ladder Truck

DATE OF COUNCIL MEETING: January 9, 2024

DATE: January 4, 2024

PRESENTATION:

The Bedford Fire Department has a published replacement schedule for all apparatus on a continuous basis in order to ensure continuity, quality of service, and compliance with standards published by the National Fire Protection Association (NFPA). The current ladder truck operated by the department is 17 years old and scheduled for replacement in 2027. This particular piece of apparatus has a current lead production time of approximately three years. In order to ensure delivery by 2027, we need to act now.

The current estimated total price of a new ladder truck is \$2,249,587. There will be an industry price increase of 8% that will take effect on January 16th with another increase of 6% scheduled to take effect in July. This would represent an increase in cost of over \$200,000 if we do not act prior to those dates. In order to avoid those projected increases in cost, staff is requesting that Town Council authorize the Fire Chief to execute a purchase agreement with Williams Emergency Vehicle Services to secure the production and delivery of the fire truck by the replacement date and at the current price.

As part of an existing agreement, Bedford County will contribute \$956,183 toward the purchase price. Fire Chief Todd Stone advises that \$900,000 in Town savings is available for this purpose. In addition, Seagrave will offer a \$150,000 trade in credit. Payment for the truck will not be due until July 2027.

ACTION REQUESTED:

Town Council is requested to authorize the Fire Chief to execute the purchase agreement with Williams Emergency Vehicle Services to purchase a replacement ladder truck at a cost of \$2,249,587 to be deliverable in July 2027.

		YES	NO	OTHER	ROUTING	
DATE: _____	BLACK	()	()	()	TOWN ATTY. ()	I.T. ()
	CARSON	()	()	()	COMM. DEV. ()	POLICE ()
APPROVED ()	FOREMAN	()	()	()	ELECTRIC ()	PUBLIC SERV. ()
DENIED ()	HAILEY	()	()	()	ENGINEERING ()	OTHER _____ ()
DEFERRED TO:	JOHANNESSEN	()	()	()	FINANCE ()	
_____	STANLEY	()	()	()	FIRE DEPT. ()	
	UPDIKE	()	()	()	H.R. ()	



To: Town Manger Bart Warner

From: Chief Todd Stone

Subject: Ladder 1 Bid and Contract

Date: 01/02/2023

Time sensitive

The Bedford fire department has finished a yearlong research and writing of a specification for a new ladder truck for the Bedford Fire Department. Our current ladder is 17 years old and we need to replace in 2027 to meet NFPA Standards. There will be an industry price increase on January 16th around 8% and another increase in July of 2024 of 6%. This will take the truck up another \$200,000.00 plus. The town of Bedford are members of the HGAC and Would be purchasing the truck from the HGAC Contract.

The good news is, the town of Bedford has saved \$900,000.00 for the purchase of this truck

The County will pay \$956,183.00 for the purchase of the truck

Seagrave will give us a \$150,000.00 trade in for our old ladder? (Only company that offered a trade in)

Total funding: \$2,006,183.00

This leaves us \$243,404.00 short

Payment for the truck will not be due till July of 2027, this leaves us 3.5 years to figure out the funding short fall.

It is my opinion as your fire chief that we sign this contract before January 16th 2024 to get the price locked in before the price increase. Work with the county for more funding for the truck?

Sincerely

Todd Stone

A handwritten signature in black ink, consisting of the initials "TS" with a stylized flourish underneath.

Chief of Department



COUNTY OF BEDFORD, VIRGINIA

County Administration Building

122 East Main Street, Suite 203

Bedford, Virginia 24523

Tel: (540) 586.7729

ASHLEY ANDERSON, MACC, CPA

DIRECTOR OF FINANCE

FINANCE DEPARTMENT

Previously, Bedford County's contribution to the replacement of fire apparatus, RIT, and ladder trucks was set at a flat amount (see below), which has never been adjusted for inflation.

- Engines - \$266,666
- Tankers - \$125,000
- Brush Trucks - \$60,000
- RIT Rescues - \$75,000
- RIT Ladder Trucks - \$75,000

Administrative staff from the Fire & Rescue department and County Administration have worked together throughout the FY23 budget process and beyond to evaluate the current estimated cost of replacement for the above units. Based on these discussions and quotes received from Atlantic Emergency Solutions, staff recommends increasing Bedford County's contribution for FY23 to the following:

- Engines – \$326,252
- Tankers – \$246,440
- Brush Trucks – \$99,395
- RIT Rescues – \$404,821
- RIT Tiller Ladder – \$786,654
- RIT Tower Ladder – \$862,324
- RIT Aerial Ladder – \$651,240

Contributions in future years will assume a 5% increase in costs. Staff will obtain updated quotes every third year to ensure that the County contribution does not get too far ahead or behind actual inflation. Funding amounts will then be reset in the year following new quotes. See below for an example:

Unit	FY22 Quote	FY23 Funding	FY24 Funding	FY25 Funding	FY25 Updated Quote	FY26 Funding	FY27 Funding	FY28 Funding	FY28 Updated Quote	FY29 Funding	FY30 Funding
Engine	\$652,504	\$326,252	\$342,565	\$359,693	\$800,000	400,000	\$420,000	\$441,000	\$900,000	\$450,000	\$472,500
		<i>50% of FY22 Quote</i>	<i>5% inc of FY23 Funding</i>	<i>5% inc of FY24 Funding</i>		<i>50% of FY25 Quote</i>	<i>5% inc of FY26 Funding</i>	<i>5% inc of FY27 Funding</i>		<i>50% of FY28 Quote</i>	<i>5% inc of FY29 Funding</i>

This process for adjusting the County's contribution will help achieve a balance between providing adequate support for volunteer agencies and being responsible with taxpayer dollars.

RIT LADDER TRUCK REPLACEMENT SCHEDULE - PROPOSED FUNDING

Company	Apparatus	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	FY 2037	FY 2038	FY 2039	FY 2040	FY 2041	FY 2042	FY 2043	FUTURE	
1-Beeford	Rescue (upl 2045)										509,034														1,127,817	
2-Forest	Rescue														692,380											1,127,817
5-Forest	Rescue (upl 2049)								515,000																	
13-Sherwood	Rescue																									
13-Sherwood	Rescue							758,353																		1,074,713
1-Beeford	Fire Ladder																									
2-Forest	Fire Ladder (upl 2047)			852,374																						2,191,589
2-Forest	Mid Aerial Tower																									
2-Forest	Mid Aerial Tower							1,048,180																		
10-Sherwood	Mid Aerial Tower																									2,288,002
10-Sherwood	Mid Aerial Tower (upl 2047)																									2,807,403
Total									\$ 516,664		\$ 509,034				\$ 692,380											\$ 6,848,825

*Rescues have an estimated 15 year useful life and Ladders/Towers have an estimated 20 year useful life. Above is the proposed County contribution towards replacement and does not represent the full cost of replacement.



CONTRACT

THIS AGREEMENT (the "agreement") is made by and between **Williams Emergency Vehicle Services, LLC** of Staunton, VA, representing Seagrave Fire Apparatus of Clintonville, Wisconsin, hereinafter referred to as the "seller", and **Town of Bedford Fire Department** by its authorized representatives, hereinafter referred to as the "purchaser",

1. The Seller hereby agrees to furnish one (1) unit, Seagrave Tractor Drawn Aerial Model TT05CT, hereinafter referred to as "Apparatus and Equipment", according to the mutually agreed specifications and change order documents hereto attached and made a part of this contract (the "Specifications and Change Orders"), and to deliver the same as hereinafter provided.

2. The Seller guarantees that all material and workmanship in and about the Apparatus and Equipment shall comply with the Specifications and Change Orders. In the event there is any conflict between the Purchaser's Bid Specifications and the Seller's Bid Proposal, the Specifications and Change Orders will prevail. The standard Seagrave Warranty will apply as provided for in the Specifications and Change Orders. Minor details of materials and construction, not otherwise specified, shall be left to the decision of the Seller who shall be solely responsible for the design, engineering and construction of all features of the Apparatus and Equipment. Any changes to the Agreement (including the Specifications and Change Orders) must be approved in advance through the issuance of a written change order by the Seller. The Seller will not assume responsibility for performing any change requested but not approved by the Purchaser within five (5) days of the date the change order was sent to the Purchaser for approval.

3. The unit Seagrave model, TT05CT, shall be ready for delivery from Clintonville, Wisconsin, within **One Thousand, Three Hundred (1,300) Calendar Days** (the "Delivery Date") after receipt of the Specifications and Change Orders (including all written change orders prepared subsequent to the date hereof) and approval drawing signed by the authorized representative of the Purchaser (the "Approval Drawing"). The Specifications and Change Orders and Approval Drawing shall be delivered to the Purchaser for its signature not more than 31 days from the date of acceptance of this Agreement or not more than five days from pre-construction meeting, if so provided, whichever is later. Seller shall not be responsible for delays of the Delivery Date due to change orders, strikes, failures to obtain materials, or other causes beyond Seller's control. The completed Apparatus and

Equipment shall be delivered to the dealer at:

**Williams Emergency Vehicle Services, LLC
50 Middlebrook Ave
Staunton, VA 24401**

4. A competent representative shall, upon request, be furnished by the Seller to demonstrate said Apparatus and Equipment for the Purchaser and to familiarize the Purchaser's employees in the operation and handling of the Apparatus and Equipment.

5. The Purchaser purchases and agrees to pay for said Apparatus and Equipment, the sum of **Two Million Two Hundred Forty-Nine Thousand Five Hundred Eighty-Seven Dollars and Zero cents (\$2,249,587.00)**, net of any state, federal, FET, or local taxes. Payment of any such taxes are the responsibility of the Purchaser. Terms are net, payment in full upon delivery and acceptance.

5.1. All payments shall be made payable to Williams Emergency Vehicle Services, LLC and shall be wire transferred directly to:

**Williams Emergency Vehicle Services, LLC
ABA #0312-07607 PNC Bank, N.A.
East Brunswick, N.J. A/C #8026582383**

5.2. The Apparatus and Equipment must be paid in full prior to being placed in fire service.

5.3. If more than one piece of Apparatus and Equipment is covered by this Agreement, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

5.4. This Apparatus shall be purchased through the Houston-Galveston Area Council (H-GAC) program based on the H-GAC executed contract for FS12-23, effective December 1, 2023 thru November 30, 2027. Williams Emergency Vehicle Services and Seagrave agree to sell said fire apparatus through the H-GAC contract extending all pricing, terms and conditions.

6. In the case that no final inspection is made by the Purchaser at the factory prior to shipment and the Purchaser desires to test the Apparatus and Equipment upon receipt, such test shall be made within three (3) days after arrival at the delivery destination specified above. A written report of such test shall be delivered forthwith to the Seller at its principal office at Staunton, Virginia. If no such test is made, or if no such report is provided to the Seller by the Purchaser within three (3) days after delivery, then the Apparatus and Equipment shall be considered in full compliance with the Specifications and Change Orders.

7. It is agreed that the Apparatus and Equipment covered by this Agreement

shall remain the property of the Seller until the Apparatus and Equipment is delivered and accepted by the Purchaser, such acceptance shall not be unreasonably withheld or delayed. In case of any default in payments the Seller may take full possession of the Apparatus and Equipment, or the portion thereof upon which default has occurred. Any payment due and outstanding at the time of delivery shall accrue interest at the rate of fifteen percent (15%) per annum (or the highest rate permitted by applicable law, whichever is lower), which interest shall continue to accrue until the outstanding balance (together with any and all accrued and unpaid interest) is paid in full.

8. In the event that any applicable Federal or State regulation shall be enacted during the course of this Agreement which requires a change in the Specifications and Change Orders in order for the Apparatus and Equipment to comply with such regulation, the parties will execute a change order describing the change in the specifications and increasing the purchase price by an amount equal to the increase in the costs of producing the Apparatus and Equipment. Such costs will not be less than the Seller's list price for such item(s).

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to principles of conflict of laws. Each party hereby consents that the exclusive venue for any dispute of claim relating to this Agreement shall be in the state courts sitting in Waupaca County, Wisconsin. Each party hereby consents to the personal jurisdiction of such courts.

10. Except for damages, claims or losses due to Seller's acts or gross negligence, Purchaser or user, to the extent permitted by law, will indemnify and hold Seller and its officers, employees, managers, members, agents and affiliates, free and harmless from any liability for losses, claims, injury to or death of any person, including Purchaser or user, or for damage to property arising from Purchaser or user using and possessing the Apparatus and Equipment or from the acts or omissions of any person or persons, including Purchaser or user, using or possessing the Apparatus and Equipment with Purchaser or user's express or implied consent. The provisions hereof shall survive expiration or termination of this Agreement.

11. Risk of loss shall pass to the Purchaser upon delivery and acceptance of the Apparatus and Equipment.

12. To be binding, the Agreement must be signed and approved by an authorized officer of Williams Emergency Vehicle Services, LLC. This Agreement (together with the Specifications and Change Orders) takes precedence over all previous negotiations among the parties hereto, and the Seller disclaims any and all representations and warranties (whether express or implied) with respect to the Apparatus and Equipment, except as otherwise expressly set forth in this Agreement (including the Specifications and Change Orders).

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement effective as of the last day and

year set forth below.

Purchaser: **Town of Bedford Fire Department**

By: _____
Stewart Todd Stone, Fire Chief
Town of Bedford Fire Department

Notices:
Town of Bedford Fire Department
315 Bedford Ave
Bedford VA 24523
Telephone: 540-586-3433
E-mail: Tstone@bedfordva.gov

Seller: **Williams Emergency Vehicle Services, LLC**

By: _____
James Craig Williams
Owner and CEO
Williams Emergency Vehicle Services, LLC

Notices:
Williams Emergency Vehicles Services, LLC
50 Middlebrook Ave Suite 310
Staunton, VA 24401
Telephone: 540-292-7644
E-mail: craig@williamsevs.com

Date of Acceptance: 12/30/2023

**TOWN OF BEDFORD, VIRGINIA
TOWN COUNCIL
ACTION FORM**

ITEM: Acceptance of Conveyance of Edmund Street Park

DATE OF COUNCIL MEETING: January 9, 2024

DATE: January 4, 2024

PRESENTATION:

The Town (and formerly City) of Bedford has leased the land known as Edmund Street Park from the Bedford County School Board since 1974. The most recent iteration of the lease is scheduled to lapse on December 31, 2027. For several months, the Town has been in negotiations with the School Board to acquire the property permanently.

Following negotiations, the Town and the School Board have negotiated the purchase and sale agreement attached to this Action Item, which sets forth the terms of the sale. The sale is for nominal consideration; however, the Town will have obligations to maintain the land and provide certain mowing to the School Board on an adjacent 4.75 acre parcel as an extension of its regular park maintenance rotation.

In order to accept conveyance of land, the Town Council must resolve to authorize acceptance pursuant to Virginia Code § 15.2-1803. Due to the unusual mechanics of the School Board's authority to convey property, this conveyance is somewhat complicated and the final documents have not yet been prepared.

ACTION REQUESTED:

Authorize and direct the Mayor to execute and deliver the enclosed Purchase and Sale Agreement to the School Board; further, authorize the Town Attorney to prepare, and the Mayor to execute, the necessary closing documents to affect the transfer of Edmund Street Park to the Town.

		YES	NO	OTHER	ROUTING	
DATE: _____	BLACK	()	()	()	TOWN ATTY. ()	I.T. ()
	CARSON	()	()	()	COMM. DEV. ()	POLICE ()
APPROVED ()	FOREMAN	()	()	()	ELECTRIC ()	PUBLIC SERV. ()
DENIED ()	HAILEY	()	()	()	ENGINEERING ()	OTHER _____ ()
DEFERRED TO:	JOHANNESSEN	()	()	()	FINANCE ()	
_____	STANLEY	()	()	()	FIRE DEPT. ()	
	UPDIKE	()	()	()	H.R. ()	

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of _____, 2023, between the **Bedford County School Board**, a political subdivision of the Commonwealth of Virginia (the "Seller"), and the **Town of Bedford, Virginia**, a Virginia municipal corporation (the "Purchaser"), recites and provides:

Recitals

WHEREAS, the Seller is the owner of that certain parcel of real estate located in the Town of Bedford, Virginia (the "Town"), designated as Edmund Street Park (the "Park") as more particularly shown on the attached Exhibit A. The Park is an approximately 1.2-acre portion of a larger tract owned by the Seller totaling 5.96 acres, more or less. The Seller wishes to sell to the Purchaser and the Purchaser wishes to purchase the Park from the Seller, in accordance with the terms and provisions hereof; and

WHEREAS, the Town has improved and maintained the Park since 1997 under a ground lease agreement, having made investments in the Park totaling approximately its fair market value since that time.

Terms

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Purchaser hereby agree as follows:

1. Purchase and Sale. The Seller agrees to sell and convey the Park to the Purchaser and the Purchaser agrees to purchase and accept the Property from the Seller in accordance with and subject to the terms and provisions of this Agreement.

2. Park. The exact location, gross acreage and useable acreage of the Park are as set forth in Exhibit A. The term "Park," as used herein, shall also include all easements, rights, privileges, remainders, reversions and appurtenances thereunto belonging or in any way appertaining.

3. Purchase Price. The purchase price for the Property shall be Ten Dollars (\$10.00) (the "Purchase Price"). The Purchaser shall pay the Purchase Price at Closing.

4. Covenants and Agreements. The Purchaser agrees as follows:

- a. As a covenant real, running with the land, that the Park shall be continuously maintained as a Town Park for not less than 25 years.
- b. As a personal covenant, the Purchaser shall:

- (1) Mow the remaining 4.76± acres of the overall property on a similar basis to its mowing of similar parks and properties it owns until February 1, 2027.
- (2) Install lights on the basketball court on the property, and electrical outlets on the shelter structure.
- (3) Replace the roof and place new picnic tables in the shelter structure.
- (4) Resurface and paint the basketball court.
- (5) Remove and trim trees in the Park.
- (6) Expand the existing parking.
- (7) Continuously maintain the Park in good working order with regard to all structures, fixtures, facilities, paved areas, landscaping, and natural areas.

5. Closing; Contingency. Consummation of this Agreement is contingent on:

- a. The School Board holding a public hearing, in accordance with law, and approving sale of the Park as surplus property on the terms and conditions contained herein.
- b. The Town Council approving a resolution authorizing acceptance of conveyance of the Park.
- c. The Board of Supervisors of Bedford County consenting to the transaction, as provided by law.

Closing shall occur not later than 30 days after the last to occur of these events, or as soon thereafter as the closing documents may be prepared. If these events have not occurred on or before July 1, 2024, this Agreement shall expire unless the Parties agree to renew it on similar terms and conditions.

6. Brokers. Seller and Purchaser each warrant to the other that they have dealt with no agent or broker with respect to the transaction contemplated by this Contract.

7. Town to Prepare Documents. The Town shall prepare or cause to be prepared and approved a subdivision plat of the entire property, with the Park shown as a new lot. The Town Attorney will carry out a title search and prepare any necessary deed(s) of transfer.

8. Miscellaneous Provisions.

(a) Notices. All notices shall be in writing and sent by hand, overnight delivery service or certified mail, return receipt requested, to the following addresses:

If to Seller: Dr. Marc Bergin
Superintendent
Bedford County Public Schools
310 South Bridge Street
Bedford, Virginia 24523
marc.bergin@bedford.k12.va.us

If to Purchaser: Mr. Barrett Warner
Town Manager
215 East Main Street
Bedford, Virginia 24523
bwarner@bedfordva.gov

With copy to: Michael Lockaby, Town Attorney
Spilman, Thomas & Battle, PLLC
310 First Street, Suite 1100 (ZIP 24011)
P.O. Box 90
Roanoke, Virginia 24002-0090
mlockaby@spilmanlaw.com

Notices shall be deemed received (i) if hand delivered, when received, (ii) if given by overnight delivery service, the business day after being sent prepaid by such overnight delivery service or (iii) if given by certified mail, return receipt requested, postage prepaid, four (4) days after posting with the United States Postal Service. Either party may change its address by notifying the other party in a manner described above.

(b) Entire Agreement; Modification; Waiver; Construction; Survival. This Agreement sets forth the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations and agreements, written or oral. This Agreement may be modified only by a written instrument duly executed by the Seller and the Purchaser and no waiver of any provision hereof shall be effective unless set forth in a written instrument executed with the same formality as this Agreement. The titles and headings contained herein are intended solely for means of reference and are not intended for any purpose whatsoever to modify, explain or place any construction on any of the provisions of this Agreement. Whenever used herein and as the context so requires, the singular shall include the plural, and any gender shall include all genders and the neuter. No waiver, forbearance or failure by any party of its right to enforce any provision of this Agreement shall constitute a waiver or estoppel of any such party's right to enforce such provision in the future. This Agreement shall be construed, performed and enforced under the laws of the jurisdiction in which the Property is located. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. If any term or provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. IN THE EVENT OF ANY LEGAL PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT TO TRIAL BY JURY. The Parties hereto agree that they have had the opportunity to be represented by counsel in connection with this transaction and

that this Agreement shall be interpreted (if any interpretation be required) according to its fair meaning and shall not be construed against either party as the draftsman hereof.

(c) Counterparts. This Agreement may be executed in counterparts by the Parties hereto. It is not necessary that the signatures of the parties appear on the same counterpart or counterparts. All counterparts shall collectively constitute a single agreement. Executed counterparts of this Agreement may be delivered by electronic mail and shall have the same effect as original signatures.

(d) Days. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday, or legal holiday.

(e) Effective Date. For purposes of this Agreement, the term "Effective Date" shall be the last date on which this Agreement has been fully executed on behalf of the Seller and the Purchaser as indicated by the dates adjacent to the signatures of the parties set forth below.

(f) Submission. The submission of this Agreement for examination does not constitute an offer or option, and this Agreement shall be effective only upon the complete ratification of this Agreement by all parties.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Seller and the Purchaser have executed or caused this Agreement to be executed as of the dates indicated below.

SELLER:

BEDFORD COUNTY SCHOOL BOARD

Date:

12/14/2023

By:



PURCHASER:

TOWN OF BEDFORD, VIRGINIA

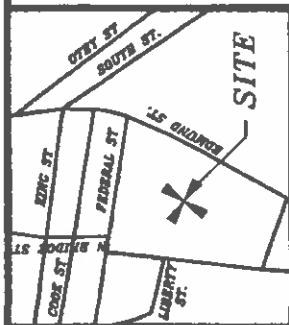
Date: _____

Tim Black, Mayor

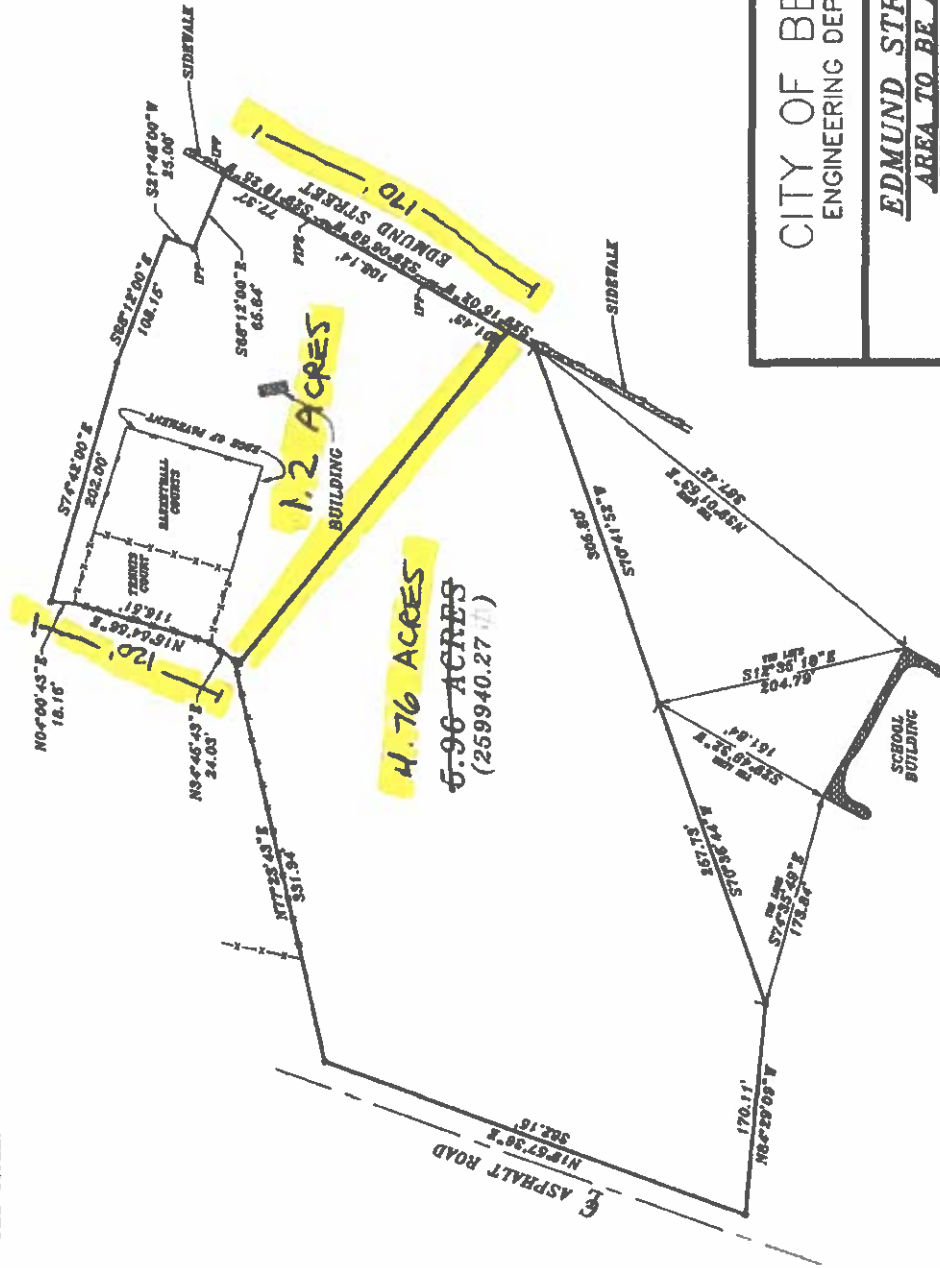
EXHIBIT A

NOTE: THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT NECESSARILY INDICATE ALL ENCUMBRANCES UPON THE TITLE.

THIS PROPERTY AS PLATTED DOES NOT FALL WITHIN THE FEDERAL INSURANCE RATE MAP ONE HUNDRED YEAR FLOOD PLAIN.



LOCATION
(NOT TO SCALE)



- LEGEND**
- = POINT
 - = IP FOUND
 - x- = FENCE
 - ||||| = EDGE OF PAVEMENT

CITY OF BEDFORD
ENGINEERING DEPARTMENT

EDMUND STREET PARK
AREA TO BE LEASED BY
THE CITY OF BEDFORD

DRAWN: TROY BOWYER	CHECKED:
TRACED:	APPROVED:
REVISED:	
SCALE: 1"=100'	DATE: 9/17/97
	NO. H-102

Bedford, VA

Legend

- E911 Address
- Highway
- Blue Ridge Parkway
- US Primary
- Virginia Primary
- Roads
- Driveway
- Parcels - County
- Parcels - Town



Title:

Date: 2/28/2023



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 Bedford County is not responsible for its accuracy or how current it may be.

**TOWN OF BEDFORD, VIRGINIA
TOWN COUNCIL
ACTION FORM**

ITEM: Purchase of Ferguson Tract

DATE OF COUNCIL MEETING: January 9, 2024

DATE: January 4, 2024

PRESENTATION:

The Town has been seeking to purchase a tract of land on which to locate electrical infrastructure, including a solar energy generation facility, for some time. Additional solar generation capacity has the potential to lower and/or stabilize electric costs to Bedford Electric customers and have other long-run benefits.

The Electric Director and Town staff have identified the Ferguson Tract, Tax Map Nos. 170-A-17-T and 18-T and 171-A-1-T and -2-T, totaling approximately 34.8 acres, as a potential site for a solar generation facility. The property is owned by an entity called Bedford Realty, LLC, and the Ferguson family has negotiated on behalf of the LLC. A tentative agreement, attached to this agenda item, has been reached for the Town to purchase the property for \$217,500. However, the offer was not made by the owner of the property according to the County Circuit Court land records, and therefore remains tentative.

The Community Development Department has identified potential environmental issues, and the Town Attorney has identified title issues regarding ownership of the property. Town staff has ordered an update of a Phase II Environmental Site Assessment (ESA) from 2020 that identified the environmental issues. Due to unavailability of engineers, the final outcome of the updated ESA has not yet been received but is expected shortly. The Town Attorney has ordered a title search of the property, but due to its complicated ownership history the search has not been completed as of the date of this memorandum. It is expected prior to the date of the Town Council meeting.

Pursuant to Virginia Code § 15.2-1803, the Town cannot accept property except pursuant to a resolution of Council in open meeting. Due to outstanding environmental and ownership issues, Town staff and the Town Attorney cannot make a recommendation to accept the contract as it is currently drafted. However, this matter bears further discussion and Town staff and the Town Attorney desire further guidance from Council.

ACTION REQUESTED:

Staff requests that the Council receive a presentation on this matter and discuss acquisition of the property. If the Council remains interested in purchasing the property, Town staff and the Town Attorney request guidance from Council on next steps with due diligence and negotiation of the purchase.

		YES	NO	OTHER	ROUTING	
DATE: _____	BLACK	()	()	()	TOWN ATTY. ()	I.T. ()
	CARSON	()	()	()	COMM. DEV. ()	POLICE ()
APPROVED ()	FOREMAN	()	()	()	ELECTRIC ()	PUBLIC SERV. ()
DENIED ()	HAILEY	()	()	()	ENGINEERING ()	OTHER _____ ()
DEFERRED TO:	JOHANNESSEN	()	()	()	FINANCE ()	
_____	STANLEY	()	()	()	FIRE DEPT. ()	
	UPDIKE	()	()	()	H.R. ()	