



MARTINSVILLE CITY COUNCIL

MEETING AGENDA

Tuesday, June 10, 2025

Martinsville's Vision

Martinsville is a thriving, full-service city centrally located in southern Virginia, offering excellent education and superior quality of life in a picturesque setting while embracing inclusivity and opportunities to ensure a sustainable and fulfilling lifestyle to live, visit, and grow.

Martinsville's Mission

Martinsville City proudly promotes a safe, healthy, thriving community dedicated to delivering excellent services and meaningful public participation.

PRESIDING: LC Jones, Mayor

CITY COUNCIL MEMBERS: Kathy Lawson, Vice Mayor
Julian Mei
Rayshaun Gravely
Aaron Rawls

STAFF: Aretha R. Ferrell-Benavides, City Manager & City Clerk
Peyton Nibblett, Deputy City Clerk
Law Offices of Sands Anderson, City Attorney



AMENDED

All changes have been highlighted.

Work Session - 5:30pm, New College Institute -- Lecture Hall

Relocated from Council Chambers due to necessary maintenance.

1. Briefings and Presentations

- a. Discuss and Consider Refuse Ordinance
- b. Compensation Study Presentation by the Berkley Group

2. Discuss Consent Agenda Items

- a. Discuss and Consider the Following Meeting Minutes: May 8, 2025; May 12, 2025; May 13, 2025; May 20, 2025

Regular Session - 7pm, New College Institute -- Lecture Hall

Relocated from Council Chambers due to necessary maintenance.

3. Call to Order

4. Pledge to the American Flag

5. Invocation

6. Presentations and Proclamations

- a. Proclamation Honoring June as National Safety Month
- b. Proclamation Honoring Juneteenth
- c. Proclamation Honoring Flag Day
- d. Proclamation Honoring the Lady Bulldogs as Martinsville Middle School Soccer Champions 2025

7. Consent Agenda

- a. Discuss and Consider the Following Meeting Minutes: May 8, 2025; May 12, 2025; May 13, 2025; May 20, 2025

8. Regular Agenda or New Business

- a. Discuss and Consider Setting a Public Hearing for Council's June 24 Meeting Date for the Purpose of Receiving Names of Citizens Interested in Appointment to the School Board.
- b. Discuss and Consider Reappointment to Blue Ridge Library Governing Board
- c. Discuss and Consider Application to Planning Commission



- d. Discuss and Consider Applications to Board of Appeals
- e. Discuss and Consider an Extension of the Original Option, Authorizing for Negotiation on the Acquisition of the Existing YMCA property, for up to 90 days.

9. Public Hearing

- a. FY25 Appropriations

10. City Hall Reporting & Announcements

- a. Munis Software "Tyler Connect 2025" Presentation

11. Communications from Visitors / Business from the Floor

12. Comments by Members of City Council

13. Comments by City Manager

14. Adjournment



STAFF REPORT

TO: City Council

FROM: Greg Maggard, Managing Director of Public Works

SUBJECT: Discuss and Consider Refuse Ordinance

STAFF/ DEPARTMENT RESPONSIBLE: Public Works

MEETING DATE: June 10, 2025

BACKGROUND/HISTORY:

Chapter 18, Article 2 of the City Code has not been updated since 1982. This article deals primarily with the city's administration, enforcement, and collection of refuse. The current article is vague and requires antiquated enforcement actions.

The revised Article 2 provides additional definitions for clarity, allows for more effective enforcement, and increases efficiency in collection operations.

POLICY EXPLANATION:

The key outcome of Part 2.2 of the City's Strategic Plan is clean, attractive, and vibrant neighborhoods and communities. The revisions proposed in this Article meet this key outcome by providing for increased administration, enforcement, and refuse collection.

FISCAL IMPACT/FUNDING SOURCE:

Refuse Enterprise Fund will be used to purchase additional 8-yard dumpsters and electrical locks.

Available Budget: 19,500.00

Purchase Amount: 12,000.00

ACTION REQUESTED/ALTERNATIVES

1. Approve first reading of Solid Waste Ordinance

2. Deny first reading of Solid Waste Ordinance
3. Other action as directed by Council

ATTACHMENTS:

1. Refuse Ordinance Rewrite

STAFF REPORT

MEETINGS: January 14, 2025

TITLE: First Reading of Chapter 18-Solid Waste Ordinance

STAFF RESPONSIBLE Greg Maggard

BACKGROUND/HISTORY

Chapter 18, Article 2 of the City Code has not been updated since 1982. This article deals primarily with the city's administration, enforcement, and collection of refuse. The current article is vague and requires antiquated enforcement actions.

The revised Article 2 provides additional definitions for clarity, allows for more effective enforcement, and increases efficiency in collection operations.

POLICY EXPLANATION

The key outcome of Part 2.2 of the City's Strategic Plan is clean, attractive, and vibrant neighborhoods and communities. The revisions proposed in this Article meet this key outcome by providing for increased administration, enforcement, and refuse collection.

FISCAL IMPACT/FUNDING SOURCE

Refuse Enterprise Fund will be used to purchase additional 8-yard dumpsters and electrical locks

AVAILABLE BUDGET

19,500.00

PURCHASE AMOUNT

12,000.00

ACTION REQUESTED/ALTERNATIVES:

- Approve first reading of Solid Waste Ordinance
- Deny first reading of Solid Waste Ordinance
- Other action as directed by Council

ATTACHMENTS:

1. Draft ordinance
2. Summary of Changes

STAFF REPORT

City of Martinsville, Virginia

Ordinance No. 2025-__

WHEREAS, the City of Martinsville is empowered through Chapter 1, Section 2-19 and 2-20 of the Martinsville City Charter to provide for the collection and disposal of garbage, trash and other refuse, and to compel the abatement and removal of all public nuisances within the city; to require all lands, lots and other premises within the city to be kept clean and sanitary; and generally to define, prohibit, abate, suppress and prevent all things detrimental to the health, morals, comfort, safety, convenience and welfare of the inhabitants of the city; and,

WHEREAS, the City of Martinsville is likewise empowered pursuant to Chapter 9 of Title 15.2 of the Code of Virginia, 1950, as amended, to require that owners of real property keep their premises free from accumulations of solid waste and other public nuisances, and to remediate such nuisance conditions at such time or times as the City Council may prescribe; and,

WHEREAS, the City of Martinsville is further empowered pursuant to § 15.2-1115 of the Code of Virginia, 1950, as amended, to compel the abatement or removal of all nuisances and to abate such nuisances at the cost of noncompliant landowners; and to assess liens against properties for such abatement expense; and,

WHEREAS, the Council of the City of Martinsville has determined that the accumulation of solid waste on real property within the City is harmful to public health; tends to harbor or serve as a breeding ground for mosquitos, rodents and other animals harmful to public health; tends to diminish neighborhood housing values and is otherwise injurious to the public health, safety and welfare and constitutes a public nuisance.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of -Martinsville, Virginia, in Regular Session held ____, 2025 that Sections 18-13 through 18-25 of the Code of the City of Martinsville be amended to hereafter read as follows:

Secs. 18-3—18-12. Reserved.

ARTICLE II. REFUSE

Sec. 18-13. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Asbestos-containing material (ACM) means any material or product, which contains more than one (1) percent asbestos.

Ashes means the residue from the burning of wood, coal, coke or other combustible materials.

Bulk container means a metal or plastic receptacle or container designed and constructed for the storing of solid waste until its collection for disposal and which can be mechanically lifted, hoisted or rolled on or off and emptied by mechanical collection vehicles.

Bulk solid waste means items of solid waste, such as furniture, bedding, mattresses, brush, and similar items, which are acceptable for collection by the city but because of their size, bulk or weight, require special collection procedures other than those required and provided for garbage and debris. The term includes white goods and other forms of solid waste otherwise acceptable for collection when bundled, bagged or otherwise collected or assembled in such a way that such waste requires special collection procedures other than those required and provided for garbage and debris.

Collection means the process or activity required to collect, remove and convey solid waste from its source or location to a site for final disposal.

Commercial premises means any premises or property upon which a wholesale, retail, service, manufacturing or processing business is located or conducted, including, but not limited to, restaurants, hotels, motels, markets, stores and other outlets, theaters, warehouses, factories, processing and manufacturing plants or facilities, automobile sales rooms, service stations and repair shops and offices of every kind; and the premises or property of organizations and institutions, such as, and including, all schools, hospitals, churches, clubs and societies; and any premises or property upon which is located an apartment building or buildings, other than condominiums, containing an aggregate of four (4) or more single-family dwelling units or apartments; and all other premises not defined herein as for a residential premises.

Commercial solid waste means the solid waste generated, produced or accumulated upon commercial premises.

Condominiums means premises, including the land and buildings thereon, containing multiple dwelling units or apartments, each of which is or may be separately owned, and the undivided interests in the common elements of such premises which are vested in the unit owners and which have been lawfully created pursuant to the Condominium Act contained in chapter 4.2 of title 55 (section 55-79.39 et seq.) of the Code of Virginia.

Container means a receptacle designed, and required or permitted by this chapter, for the purpose of storing garbage and debris until its collection for disposal.

Contractor means any person or firm who shall agree, written or otherwise, to perform work in return for compensation in any form.

Debris means nonputrescible solid waste consisting of both combustible and noncombustible wastes, such as paper, cardboard, wood, rags, sweepings, and similar discarded materials.

Director means the Director of the Department of Public Works of the City.

Disposal means the delivery and deposit of solid waste to and at an approved disposal facility for final processing or storage.

Friable asbestos means any material containing more than one (1) percent asbestos by weight which, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure. Friable asbestos shall be considered hazardous waste.

Garbage means putrescible animal or vegetable waste resulting from the handling, preparation, cooking or serving of food.

Hazardous waste means a hazardous waste as described by the Virginia Hazardous Waste Regulation or the EPA.

Infectious waste means solid or liquid wastes, which contain pathogens with sufficient virulence and quantity so that exposure to the waste by a susceptible host could result in an infectious disease.

Placement means the placing of all types of solid waste for collection and disposal.

Premises means any lot or parcel of land, together with any building, part of a building or group of buildings located thereon, which constitutes a single property.

Public property means and includes all public streets and highways, including the curbs, gutters and median strips thereof, sidewalks, alleys, parking lots and other public rights-of-way, and all public parks, playgrounds, buildings and grounds.

Refuse means all putrescible and nonputrescible solid waste, whether combustible or noncombustible, including garbage, debris, ashes, dead animals, and materials resulting from industrial, commercial, domestic and community activities, but excluding hazardous wastes, body wastes and the sludges, screenings, pumpings and residue from cesspools, septic tanks sewage and infectious wastes.

Residential premises means and includes a single-family dwelling, any premises or property upon which is located an apartment building containing less than four (4) single-family dwelling units or apartments, all condominiums and all other property or premises not defined herein as commercial premises.

Residential solid waste means the solid waste generated, produced or accumulated upon residential premises.

Solid waste means and includes garbage, refuse, ashes, grass clippings, trees, shrubs, and yard waste, as well as bulk solid waste, commercial solid waste, and hazardous waste.

Solid waste removal contractor means a person licensed by the City to engage in the collection, removal and disposal of solid waste as a private business venture.

White goods means solid waste in the form of appliances such as refrigerators, freezers, stoves, washers, dryers, air conditioners, and all other types of appliances.

Yard waste means lawn clippings, tree and shrub trimmings, limbs, tree trunks, leaves, and other such arboreal material.

Sec. 18-14. Supervision of collection and disposal; administration and enforcement.

(a) The collection and disposal of solid waste under the provisions of this chapter shall be under the supervision and direction of the Director of Public Works, who, by and with the consent of and subject to the control of the City Manager, shall also be in charge generally of the administration and enforcement of this chapter.

(b) City Council declares the accumulation of litter, garbage, refuse, or any other variety of solid waste upon real property within the City, other than as prescribed in this chapter, to be a public nuisance. Whenever it is observed that any person is accumulating, preparing, storing, conveying, or disposing of solid waste within the City in a manner contrary to the requirements of this chapter, the Director or his/her designee, shall, except as hereinafter provided, serve the owner of such parcel, or on the occupant thereof, or both, notice to cause such violations to be removed from such land or premises within three (3) days from the date of such notice.

(c) Service of the notice provided for in subsection (b) shall be by first class mail, personal delivery by delivering it to the owner or by delivering it and leaving it in possession of any person in charge of the premises, or posting in a conspicuous place upon the parcel; provided, however, that if the parcel is unoccupied and the owner is unknown or cannot be found by the exercise of due diligence, such notice shall be sufficient against the owner if given by first class mail to the owner's last known mailing address as indicated on the tax records of the City, and posted in a conspicuous place upon the land or premises. The Director of Public Works, or his/her designee, is hereby authorized to deliver or post such notices.

(d) Failure to comply with the terms of a notice issued and served as provided in this section within the time prescribed in such notice shall constitute a class 4 misdemeanor, and each day thereafter that the violation continues shall constitute a separate offense. In addition to any penalties imposed hereunder, the City may institute legal action to enjoin the continuing violation of this section and may remove or contract for the removal of such violation, in which event the cost and expenses thereof, including administrative fees as prescribed by the City of Martinsville Fee Schedule, shall be chargeable to and paid by the owner or occupant of the parcel. Any such charge which is not paid within sixty (60) days of the date on which it is billed to the owner of such land or premises shall constitute a lien upon the property and may be collected in any manner provided by law for the collection of taxes, or in the same manner provided by law for liens of judgments; provided, however, that no such lien shall be valid against any owner of a parcel unless notice was issued as prescribed in this section.

(e) Upon receipt of the written notice described above, the property owner may appeal the order to the City Manager. Such appeal must be made in writing during the three-day interval given in the notice from the Director of Public Works, or his/her designee. Any actions required in the notice shall be delayed pending the City Manager's response to the appeal.

(f) If the owner or occupant fails to abate the public nuisance as required, the Director of Public Works is hereby authorized to use City forces to abate the nuisance or, at his/her option, the Director of Public Works may contract for this abatement on behalf of the City with a private contractor which abatement expenses shall be paid by the owner and/or occupant and subject to collection as prescribed in subsections (h), (i), (j), and (k) below.

(g) Any owner or occupant may abate the violation themselves without liability to the City, provided that they do so before commencement of abatement by City personnel or contractors.

(h) The Director of Public Works shall keep an account of the cost of abating violations under this article and embody such account in periodic reports with assessment lists, which shall be transmitted to the City Clerk and the Director of Finance at convenient intervals. The copy retained by the City Clerk shall be available for public inspection. The report shall refer to each parcel as to which a violation was abated, by description sufficient to identify the parcel and specify in addition to the cost of abatement an additional charge for each such parcel to be assessed against the owner or owners including administrative fees as prescribed by the City of Martinsville Fee Schedule.

(i) The Director of Finance or his/her designee shall bill the owner or occupant of the land assessed with the costs of abatement, for the costs of such abatement and for the administrative fees as prescribed and as shown on the assessment report.

(j) Whenever a bill for such assessments remains unpaid for sixty (60) days after the billing date, the City Clerk shall record with the Clerk of the Circuit Court a statement of lien claim. This statement shall contain a description of the premises and the expenses and costs incurred, including, but not limited to, the costs of recordation. A copy of this statement shall be mailed to the owner or occupant if his/her address is known. Provided, however, the failure of the owner or occupant to receive such notice shall not affect the right to foreclose or otherwise enforce or collect on the lien for these assessments as provided in this section.

(k) The costs and expenses incurred by the City in such violation abatement, including administrative fees as prescribed by the City of Martinsville Fee Schedule, with which the owner and lienholder of any such property shall have been assessed and which remains unpaid shall constitute a lien against such property ranking on parity with liens for unpaid local taxes and enforceable in the same manner as provided in articles 3 and 4 of [chapter 39](#) of title 58.1 of the Code of Virginia or in the same manner provided by law for liens of judgment. The City Attorney is hereby authorized to institute such proceedings in the name of the City in the General District or Circuit Court for the City of Martinsville against any property for which the bill has remained unpaid sixty (60) days after it has been rendered.

Sec. 18-15. General container requirements.

- (a) It shall be the duty of every owner, lessee or occupant of any premises in the city where refuse is created to provide or cause to be provided a suitable container for such refuse, which container shall meet the requirements of this section.
- (b) It shall be the duty of every owner of an apartment or multiple-family dwelling containing more than four (4) individual units to provide an adequate number of large-volume dumpsters of a type approved by the Director of Public Works.
- (c) It shall be the duty of every owner, lessee or occupant of any premises in the city creating refuse in such volume between regularly scheduled collections that such refuse exceeds the

volume of five (5) thirty-two (32) gallon containers to provide an adequate number of large-volume dumpsters of a type approved by the Director of Public Works.

- (d) It shall be the duty of every owner, lessee or occupant of any premises in the city not subject to the provisions of subsection (b) or (c) above to provide or cause to be provided an adequate number of galvanized metal or plastic watertight, sanitary containers, each with a tight-fitting cover and two (2) side handles, having a minimum capacity of twenty (20) gallons and a maximum capacity of thirty-two (32) gallons.
- (e) Any refuse container shall hold its contents without leakage or spillage.
- (f) All refuse containers shall be kept tightly covered.

Sec. 18-16. Storage of ashes.

Ashes shall be stored in metal containers having a maximum capacity of twenty (20) gallons and shall be kept separate from garbage and rubbish.

Sec. 18-17. Condemnation of defective containers.

(a) Any solid waste container, on any premises within the City, which does not conform to the standards of design, construction or condition prescribed by this chapter shall be condemned by the Director or his/her designated agent and must be replaced by the owner, tenant, lessee or occupant of the premises within seven (7) days after such condemnation and, thereafter, shall not be used for the storage of solid waste until and unless brought into conformance with such standards.

(b) Notice of condemnation pursuant to this section shall be given by affixing or attaching to the container a tag or decal setting forth the date of and reason for its condemnation and advising that the container must be either brought into conformance with the required standards or replaced with an authorized container within seven (7) days after such condemnation and notice.

(c) Any condemned container which is not brought into compliance with the standards prescribed therefore or replaced as required and which is not removed from use by its owner within the time allowed therefore may be collected and disposed of by the City as solid waste.

Sec. 18-18. Collection generally.

- (a) All refuse shall be collected by the city at regular intervals no less frequently than once per week. It shall be the duty of every owner, lessee or occupant having one or more large-volume dumpsters to see that such dumpsters are accessible for emptying. It shall be the duty of every other owner, lessee or occupant to place or cause to be placed their refuse container at the side of the curb line of the premises, at a location accessible to the collection crews, unless such owner, lessee or occupant has been exempted from the requirement of curbside placement by the Director of Public Works under the provisions of this section. Bulk solid waste, such as paper, cardboard or wooden boxes, must be flattened and tied in bundles with heavy, stout cord, such bundles not to exceed thirty-six (36) inches in length or breadth, twenty (20) inches in height and fifty (50) pounds in weight, unless

special arrangements are made with the Director of Public works for the collection of such items.

- (b) It shall be unlawful for any nonresident of the city, or any owner or occupant of a property situated within the city limits, or any agent of either, to bring refuse of any kind from outside the city into the city, or from another collection site located within the city, and deposit it anywhere in the city for collection by the city or its agent.
- (c) It shall be unlawful to transfer refuse generated at one site in the city to another site in the city for collection, without the prior written approval of the Director of Public Works.
- (d) The Director of Public Works may excuse any owner, lessee or occupant of any residential premises in the city from the duty of placing their refuse at the curb line for collection, if the director finds, from the written statements of a medical doctor, that such owner, lessee or occupant is physically or medically unable to place the refuse at the curb line.

Charter reference(s)—Authority of city to collect and dispose of garbage and other waste, Ch. 1, § 2(19).

Sec. 18-18.1. Collection of refuse in Uptown.

- (a) It shall be unlawful for any person to place any item of solid waste upon the streets, sidewalks or other public areas within the Uptown Martinsville Historic District. Every owner, lessee or occupant of any premises in the Uptown Martinsville Historic District shall dispose of all items of solid waste acceptable for collection by the City in dumpsters to be provided by the city and placed at various locations throughout the Uptown Martinsville Historic District. All refuse shall be collected by the city at regular intervals no less frequently than once per week. Nothing herein shall prohibit occupants of real property within the district from contracting for individual dumpster service for their premises.

Sec. 18-18.2. Certain solid waste not to be collected by the City.

The collection, removal and disposal of the following types or items of solid waste shall be the sole responsibility of the owner, tenant, lessee and occupant of the premises upon which the solid waste is produced, generated or accumulated and shall not be collected by the City for disposal:

- (1) Hazardous or infectious waste. The Public Works Department will assist the residential owner or occupant in arranging proper disposal of hazardous or infectious waste on a case-by-case basis.

(2) Solid waste, which is not prepared, stored and placed for collection in acceptable containers, or which is otherwise not in accordance with, or which exceeds the weight, size, volume or quantity prescribed by, the requirements of this chapter.

(3) Any item of solid waste, which, because of its size, bulk, shape or weight, two (2) employees cannot safely and conveniently lift and place into a collection vehicle.

(4) Solid waste resulting from construction, reconstruction, repair, renovation, demolition or work by a contractor.

(5) Body wastes and the sludges, screenings, pumpings and residue from cesspools, septic tanks and sewage.

(6) Earth, rocks and soil.

(7) Motor vehicles or parts of motor vehicles.

(8) Any item of solid waste which will damage the collection equipment or injure collection personnel.

Sec. 18-19. Removal of containers from curb after collection.

After the collection of refuse by the city collectors, all refuse containers placed at the curb line of the premises shall be returned by the owner, lessee or occupant to the premises by night of the day of collection and shall there remain until the next day of collection.

(Ord. of 8-24-1982, § 8-12)

Sec. 18-20. Rules and regulations of Director of Public Works concerning collection and handling.

The Director of Public Works in hereby authorized to promulgate such rules or regulations concerning the collection or handling of refuse as he/she may deem necessary, not in conflict with this Code or state law.

(Ord. of 8-24-1982, § 8-16)

Sec. 18-21. Suspension of collection service.

The Director of Public Works may, in his/her discretion, suspend refuse collection service to any person who fails or refuses to comply with this article or any rules or regulations lawfully promulgated thereunder.

Sec. 18-22. Public receptacles generally.

- (a) For the better appearance and beautification of the city, the Director of Public Works may cause to be placed, at any location deemed appropriate, public refuse receptacles for the deposit of trash, garbage, litter and rubbish. Such receptacles shall not be used for the disposal of refuse from residence or commercial establishments.
- (b) The Litter Receptacle Regulations adopted by the Department of Conservation and Economic Development of the Commonwealth of Virginia, November 22, 1978, pursuant to section 10-200 of the Code of Virginia, are hereby adopted and incorporated into this section by reference as if set forth herein verbatim.

Sec. 18-23. Damaging or defacing containers or public receptacles.

It shall be unlawful and a Class 3 misdemeanor for any person to disturb, damage or deface any refuse container placed at the curb line for collection or any public refuse receptacle.

Sec. 18-24. Violations of chapter.

Unless otherwise specifically provided, a violation of any provision of this chapter shall constitute a Class 4 misdemeanor.

Sec. 18-25. Fee schedule.

(a) Collection and landfill charges:

Individual living units (one (1) pickup per week), per month: \$12.50

Dumpsters, commercial and apartments (for each time emptied), per container: \$22.50

Business not currently using dumpsters (for two (2) pickups per week), per month \$25.00

Additional fee per dumpster empty for call-in/empty on demand service \$5.00

(b) Landfill charges:

Unsplit tires (thirteen-inch and larger), each, not to exceed \$2.00

Car with bagged garbage only (minimum charges) \$1.50

All other vehicles, per ton \$45.20

Adopted upon second reading this ____ day of January, 2025. This ordinance shall become effective after ten days have elapsed from the date of adoption recited herein.

Mayor L.C. Jones: _____

Vice Mayor Kathy Lawson: _____

Council Member Aaron Rawls: _____

Council Member Rayshaun Gravely: _____

Council Member Julian Mei: _____

Attest:

Peyton Nibblett, Clerk of Council

Summary of Substantial Changes to Refuse Ordinance

8/16/2024

1. Section 18-13

Additional Definitions - Provides clarity to ordinance.

2. Section 18-14

Enforcement Revisions – Changes clearly outline the violation, notification, abatement, fine, and collection processes.

3. Section 18-15

Container Required – Current code requires all customers utilize a container.

4. Section 18-17

Container Requirements – Allows for removal of any trash container that is deemed no longer suitable to ensure refuse is properly contained.

5. Section 18-18.1

Uptown Collection – Would eliminate curbside pickup to all businesses in Uptown. Provides for centralized dumpsters throughout Uptown.

6. Section 18-18.2

Items Not for Pickup – Provides a list of specific items that will not be collected.



Minutes -- CITY COUNCIL
CITY OF MARTINSVILLE, VIRGINIA

6:00 PM
Council Chambers
Martinsville Municipal Building

May 8, 2025
Public Hearing and Budget Workshop
Meeting Minutes

1. Opening
2. Pledge to the American Flag
3. Invocation
 - a. Led by Kathy Lawson
4. Public Hearing on Tax Rate
 - a. Motion to Open Public Hearing made by Kathy Lawson with regards to the Real Estate Tax Rate and seconded by Julian Mei.
 - i. **Approved by 5:0 vote: Mayor Jones, aye; Kathy Lawson, aye; Julian Mei, aye; Rayshaun Gravely, aye; and Aaron Rawls, aye.**
 - b. Motion to Close Public Hearing made by Kathy Lawson and seconded by Julian Mei.
 - i. **Approved by 5:0 vote: Mayor Jones, aye; Kathy Lawson, aye; Julian Mei, aye; Rayshaun Gravely, aye; and Aaron Rawls, aye.**
 - c. Discuss and Consider Approval of Real Estate Tax Rate for FY 25-26
 - i. Motion to Postpone Adoption of Tax Rate to allow for more analysis and Community input until May 13th Council Meeting. Motion made by Julian Mei and seconded by Aaron Rawls.
 - ii. **Approved by 5:0 vote: Mayor Jones, aye; Kathy Lawson, aye; Julian Mei, aye; Rayshaun Gravely, aye; and Aaron Rawls, aye.**
5. Budget Workshop
 - a. A Budget Workshop began in which the new numbers provided by the Commissioner of Revenue were analyzed. No new revenue rate changed from estimated .7212 to .7281.



Minutes -- CITY COUNCIL CITY OF MARTINSVILLE, VIRGINIA

- b. Outside Agencies were reviewed with the following determined:
 - i. **Tourism Agencies:** FAHI, Piedmont Arts Association, Virginia Cooperative Extension, Virginia Museum of Natural History; LEVEL FUNDING of Previous Year
 - ii. **Mandated Agencies:**
 - 1. Blue Ridge Regional Library: \$335,389
 - 2. Piedmont Community Services: \$65,000
 - 3. MHC Department of Social Services: \$638,151
 - 4. E-911: \$687,077
 - 5. MHC Health Department: \$149,578
 - 6. CSA: \$700,000
 - iii. **Citizen and Community Engagement:**
 - 1. Anchor: Level Funding
 - 2. Boys and Girls Clubs: Level Funding
 - 3. Southside Survivor Response Center: \$13,000
 - 4. Focus on Youth CASA: Level
 - 5. Magistrate: Level
 - 6. Community Storehouse: \$10,000
 - 7. Patrick Henry Community College: Level Funding
 - 8. SPCA: \$20,000
 - 9. South Area Agency on Aging: \$1,481
 - 10. Salvation Army: No funding with an invite to return at a later date
 - 11. Legal Aid Society: No Funding
 - 12. Western VA EMS: Level Funding
 - 13. MHC Warming Shelter: \$35,000
 - iv. **Economic Development:**
 - 1. Blue Ridge Airport: Level Funding
 - 2. CPEG: \$40,000
 - 3. Longwood Small Business Development: \$5,000
 - 4. Chamber Partnership for Economic Growth (Uptown Revitalization): \$30,000 Start Up with Joint Meeting in May/June
 - 5. Uptown Partnership: Level funding
 - 6. West Piedmont Planning District: \$9,122
 - 7. MHC EDC: Level Funding

6. Adjournment

- a. Motion to adjourn made at 9:30 PM



Minutes -- CITY COUNCIL
CITY OF MARTINSVILLE, VIRGINIA

7:00 PM
Council Chambers
Martinsville Municipal Building

May 12, 2025
Meeting Minutes

1. Call to Order
 - a. Mayor Jones called the meeting to order beginning at 7 PM
2. Pledge to the American Flag
3. Invocation
4. Public Hearing on Proposed Budget for Fiscal Year 2025-2026
 - a. Public Hearing on City Schools' Proposed Budget for Fiscal Year 2025-2026
 - i. Motion to Open Public Hearing made by Kathy Lawson with regards to the City Schools' Proposed Budget for Fiscal Year 2025-2026 and seconded by Rayshaun Gravley. **Approved by 5:0 vote: Mayor Jones, aye; Kathy Lawson, aye; Julian Mei, aye; Rayshaun Gravely, aye; and Aaron Rawls, aye.**
 - ii. Motion to Close Public Hearing made by Kathy Lawson with regards to the City Schools' Proposed Budget for Fiscal Year 2025-2026 and seconded by Rayshaun Gravley. **Approved by 5:0 vote: Mayor Jones, aye; Kathy Lawson, aye; Julian Mei, aye; Rayshaun Gravely, aye; and Aaron Rawls, aye.**
 - b. Discuss and Consider City Schools' Proposed Budget for Fiscal Year 2025-2026
 - i. Motion to Tentatively Approve City Schools' Proposed Budget for Fiscal Year 2025-2026 on first reading made by Kathy Lawson and seconded by Rayshaun Gravley. **Approved by 5:0 vote: Mayor Jones, aye; Kathy Lawson, aye; Julian Mei, aye; Rayshaun Gravely, aye; and Aaron Rawls, aye.**
 - c. Public Hearing on Proposed Budget for Fiscal Year 2025-2026
 - i. Motion to Open Public Hearing made by Kathy Lawson with regards to the Proposed Budget for Fiscal Year 2025-2026 and seconded by Rayshaun Gravley. **Approved by 5:0 vote: Mayor Jones, aye; Kathy Lawson, aye; Julian Mei, aye; Rayshaun Gravely, aye; and Aaron Rawls, aye.**



Minutes -- CITY COUNCIL
CITY OF MARTINSVILLE, VIRGINIA

- ii. Motion to Close Public Hearing made by Kathy Lawson with regards to the Proposed Budget for Fiscal Year 2025-2026 and seconded by Rayshaun Gravley. **Approved by 5:0 vote: Mayor Jones, aye; Kathy Lawson, aye; Julian Mei, aye; Rayshaun Gravely, aye; and Aaron Rawls, aye.**
 - d. Discuss and Consider Proposed Fiscal Year 2025-2026 Budget Ordinance First Reading
 - i. Motion to Table the vote on Proposed Budget for Fiscal Year 2025-2026 based on the motion and vote held prior on May 6th made by Kathy Lawson with regards to the and seconded by Aaron Rawls. **Approved by 5:0 vote: Mayor Jones, aye; Kathy Lawson, aye; Julian Mei, aye; Rayshaun Gravely, aye; and Aaron Rawls, aye.**
5. Adjournment
- a. Mayor Jones made the motion to adjourn at 7:45 PM.



May 13, 2025
Martinsville City Council Meeting Minutes

6:00 pm - Work Session

Council Chambers, Municipal Building

Members Present: Mayor Jones, Vice Mayor Lawson, Aaron Rawls, Julian Mei, & Rayshaun Gravely

1. Workshop with Charter Review Committee
 - a. Charter Review Committee made a presentation regarding their work thus far. Plans are: Focusing on Charter accessibility and readability, Gather input from necessary stakeholders, review findings and develop recommendations, and present final report to City Council ahead of the upcoming legislative session. The Charter Review Committee is tasked with the important task of reviewing the current City Charter and making recommendations prior to the upcoming legislative session. The current charter has not been updated since around 1950 and the language and powers of the city need to be modernized.
2. Discuss Consent Agenda Items
 - a. Discuss and Consider the Following Meeting Minutes: April 22, 2025; and April 29, 2025.

- **Council recessed at 6:30 -**

7:00 PM - Regular Session

Council Chambers, Martinsville Municipal Building

Members Present: Mayor Jones, Vice Mayor Lawson, Aaron Rawls, Julian Mei, & Rayshaun Gravely

1. Call to Order
2. Pledge to American Flag
3. Invocation
 - a. Led by Johnny Robertson



4. Presentations and Proclamations

- a. Proclamation Honoring May as Small Business Month
 - i. Presented to BeWitched Diner, a recently opened restaurant to the Uptown Area. Touch of Soul and Southern Seasons were also honored but unable to attend.
- b. Proclamation Honoring National Police Week
 - i. Presented to Martinsville Police Chief Fincher
- c. Proclamation Honoring May as Mental Health Awareness Month
 - i. Presented to Bridging Hope

5. Consent Agenda

- a. Discuss and Consider the Following Meeting Minutes: April 22, 2025; and April 29, 2025.
 - i. Approved with a Motion made by Vice Mayor Lawson and Seconded by Councilman Rayshaun Gravley. **Approved with the following 5:0 vote: Mayor Jones, aye; Vice Mayor Lawson, aye; Councilman Mei, aye; Councilman Gravely, aye; Councilman Rawls, aye.**

6. Regular Agenda or New Business

- a. Discuss and Consider Approval of March 17, 2025 Meeting Minutes
 - i. Motion to table minutes made by Vice Mayor Lawson and Seconded by Councilman Julian Mei. **Approved with the following 5:0 vote: Mayor Jones, aye; Vice Mayor Lawson, aye; Councilman Mei, aye; Councilman Gravely, aye; Councilman Rawls, aye.**
- b. Discuss and Consider Refuse Ordinance
 - i. Presented by Public Works Director, Greg Maggard. The Refuse Ordinance was tabled previously due to lack of community involvement. Bringing back to Council for second reading. Councilman Rawls spoke with members of the Planning Commission and wants to give them time to collect citizen feedback – would like to move to the June 10th Council Meeting.
 - ii. **Tabled to the June 10 Council Meeting** with a Motion made by Councilman Rawls and Seconded by Vice Mayor Lawson. **Approved with the following 5:0 vote: Mayor Jones, aye; Vice Mayor Lawson, aye; Councilman Mei, aye; Councilman Gravely, aye; Councilman Rawls, aye.**



- c. Discuss and Consider Temporary Lease Options for City Staff
 - i. Presented by Public Works Director Greg Maggard. Following up on April 29th Community Meeting. Considerations for temporary lease options.
 - ii. **Tabled to be brought back on June 10 Council Meeting** with a Motion made by Vice Mayor Lawson and Seconded by Councilman Rawls. **Approved with the following 5:0 vote: Mayor Jones, aye; Vice Mayor Lawson, aye; Councilman Mei, aye; Councilman Gravely, aye; Councilman Rawls, aye.**
- d. Discuss and Consider Virginia Municipal League (VML) Policy Committee Nominations/Appointments
 - i. Presented by City Manager, Aretha R. Ferrell Benavides for the VML Policy Committee Nominations.
 - 1. Community and Economic Development: Councilman Mei
 - 2. Finance Committee and General Laws: Mayor Jones
 - 3. Human Development and Education: Councilman Gravely
 - 4. Infrastructure: Vice Mayor Lawson
- e. Discuss and Consider Proposed Real Estate Tax Rate for FY 25-26
 - i. Motion made by Julian Mei for a Set Revenue Rate of \$0.7352 representing 2% levy increase, seconded by Councilman Rawls. Failed with the following 3:2 vote: Mayor Jones; nay. Councilman Gravely, nay. Councilwoman Lawson, nay. Councilman Mei, aye. Councilman Rawls, aye.
 - ii. Motion made by Kathy Lawson for a Revenue Rate of \$0.7713. Motion was retracted by Vice Mayor Lawson.
 - iii. Motion made by Kathy Lawson for 4.5% Levy increase, representing a rate of 0.7424, seconded by Rayshaun Gravely. Call to Question Motion made by Kathy Lawson and Seconded by Gravely. Approved with the following 3:2 vote: Mayor Jones; nay. Councilman Gravely, nay. Councilwoman Lawson, nay. Councilman Mei, aye. Councilman Rawls, aye.
 - iv. 4.5% Levy increase, representing a rate of 0.7424, Approved with the following 3:2 vote. Mayor Jones, aye. Councilwoman Lawson, aye. Councilman Gravely, aye. Councilman Mei, nay. Councilman Rawls, nay.



7. Discuss and Consider Proposed Fiscal Year 2025-2026 Budget Ordinance First Reading
 - i. Motion to table the Overall Budget and table the discussion until the May 27th Meeting and adopt the school budget on the May 20th meeting, made by Kathy Lawson and seconded by Councilman Gravley. Kathy Lawson made the motion to amend her motion to withdraw her motion. Motion withdrawn with a 5:0 vote: Mayor Jones, aye. Councilwoman Lawson, aye. Councilman Gravely, aye. Councilman Mei, aye. Councilman Rawls, aye.
 - ii. Motion to Adopt Budget Ordinance, City and Schools' on First Reading as Amended by Kathy Lawson and seconded by Rayshaun Gravely. Approved with a 3:2 vote: Mayor Jones, aye. Councilwoman Lawson, aye. Councilman Gravely, aye. Councilman Mei, nay. Councilman Rawls, nay.
8. Take any action necessary as a result of the confidential legal memorandum as a result of ongoing opioid litigation.
 - a. Council was provided with confidential legal information by outside legal counsel Sands Anderson. Asking for a motion to dismiss Milan Farmer and Henry Shine Act.
 - b. Motion made by Julian Mei and Seconded by Aaron Rawls. Approved with the following 5:0 vote: Mayor Jones, aye. Councilwoman Lawson, aye. Councilman Gravely, aye. Councilman Mei, aye. Councilman Rawls, aye.
9. City Hall Reporting and Announcements
 - a. Financial Update
 - b. Public Information Update
10. Business From the Floor
 - a. Joseph Nichols
 - b. Michael Sanguedolce
 - c. Karen Doyle
 - d. Zach Mize
 - e. Johnny Robertson



11. Comments by Members of Council
12. Comments by City Manager
13. Adjournment



May 20, 2025
Martinsville City Council
Special Session Meeting Minutes

7:00 PM - Regular Session

Council Chambers, Martinsville Municipal Building

Members Present: Mayor Jones, Vice Mayor Lawson, Aaron Rawls, Julian Mei, & Rayshaun Gravely

1. Call to Order
2. Pledge to American Flag
3. Invocation
 - a. Led by Damian Wainwright
4. Presentations and Proclamations
 - a. Presentation by Transportation Safety Commission
 - i. No one from the Board was present.
5. Consent Agenda
 - a. Discuss and Consider Appointment to Transportation Safety Commission
 - i. For a term length of three years ending on 12/31/2029
 - ii. Motion to Appoint TJ Slaughter to Transportation Safety Commission made by Kathy Lawson and seconded by Julian Mei.
Approved with a 5:0 Vote: Mayor Jones, aye. Councilwoman Lawson, aye. Councilman Gravely, aye. Councilman Mei, aye. Councilman Rawls, aye.
6. Regular Agenda or New Business
 - a. Discuss and Consider Date for June Community Meeting
 - i. June 26, 2025 at 5 PM for Community Meeting
 - b. Discuss and Consider Conveying Combined 2.487 acre City parcel with a 4.236 acre Martinsville Housing Authority parcel to Mid-Atlantic Broadband
 - i. Motion to Recess as Council and convene as Martinsville Housing Authority made by Kathy Lawson and seconded by Julian Mei.
Approved with a 5:0 Vote: Mayor Jones, aye. Councilwoman Lawson, aye. Councilman Gravely, aye. Councilman Mei, aye. Councilman Rawls, aye.



c. Discuss and Consider Proposed Fiscal Year 2025-2026 Budget Ordinance
Second Reading

- i. Motion to Approve Amended Fiscal Year 2025-2026 Budget Ordinance on Second Reading with an effective date as July 1, 2025. as Amended made by Kathy Lawson and Seconded by Rayshaun Gravely. **Approved with a 3:2 Vote: Mayor Jones, aye. Councilwoman Lawson, aye. Councilman Gravely, aye. Councilman Mei, nay. Councilman Rawls, nay.**

7. City Hall Reporting and Announcements

- a. Public Information Update

8. Comments by Members of Council

9. Comments by City Manager

10. Adjournment

- a. Mayor made the motion to adjourn at 7:30 PM.



STAFF REPORT

TO: City Council

FROM: Edena Reese-Atmore, Chief Operating Officer

SUBJECT: Discuss and Consider an Extension of the Original Option, Authorizing for Negotiation on the Acquisition of the Existing YMCA property, for up to 90 days.

STAFF/ DEPARTMENT RESPONSIBLE: Community Development

MEETING DATE: June 10, 2025

BACKGROUND/HISTORY:

The City obtained a 90-day option in February of 2025 on the property, and the YMCA is willing to **extend for another 90-day period on the same terms as the prior option** (attached), for an **additional option fee of \$500.**

Original Summary from January 28, 2025: The property commonly referred to as the Family YMCA Incorporated of Martinsville & Henry County, will be available for purchase in the near term, once the new YMCA is completed in 2027. The YMCA is located at 3 Starling Avenue in Martinsville, VA, which is part of the historic Uptown District. The Virginia Museum of Natural History, part of the Smithsonian, has expressed an interest in acquiring this building, along with other potential buyers. Given the strategic location of the current YMCA facility and its ability to spur economic development activity in Martinsville, the City of Martinsville has a vested interest in seeking an exclusive option for the negotiation of a purchase agreement with the YMCA, which will afford the parties an opportunity to determine the most advantageous use for this facility, should it be required. The City of Martinsville has negotiated an option price of \$1,000 for an exclusive negotiating period of 90 days, with an option to extend the same for 90 additional days. This option agreement is ready for approval.

POLICY EXPLANATION:

N/A

FISCAL IMPACT/FUNDING SOURCE:

An additional \$500 to the original agreement of \$1,000 for a **total of \$1,500.**

Available Budget: N/A

Purchase Amount: An additional \$500 to the original agreement of \$1,000 for a **total of \$1,500.**

ACTION REQUESTED/ALTERNATIVES

1. City Council Approve the Extension
2. City Council Do Not Approve the Extension
3. Other Action as Directed by City Council

ATTACHMENTS:

1. Purchase Agreement -02025-02 p (1)

Tax Map Nos. []
Consideration: \$[]

Exempt from recordation tax pursuant to Virginia Code § 58.1-811(A)(3). Exempt from the payment of Clerk's Fees pursuant to Virginia Code § 17.1-266 and Virginia Code § 17.1-279(E).

OPTION AGREEMENT

This Option Agreement (this "Agreement") is made and entered into as of February 14, 2025 by and between **THE FAMILY YMCA INCORPORATED**, also known as **THE FAMILY YMCA INCORPORATED OF MARTINSVILLE & HENRY COUNTY** (the "Owner") and **THE CITY OF MARTINSVILLE, VIRGINIA** a body politic and corporate of the Commonwealth of Virginia (the "Buyer").

WITNESSETH:

WHEREAS, Owner is the fee simple owner of the property located in the City of Martinsville, Virginia, described as Tax Map Nos. ____ (containing 5 acres, more or less) and located at 3 Starling Avenue, Martinsville, Virginia 24112 which includes the YMCA building and all adjoining parcels to such building, **(together with all improvements thereto and appurtenances thereunto belonging, the "Property")**.

WHEREAS, Buyer is prepared to expend its resources to evaluate whether the Property meets certain requirements and is suitable for Buyer's purposes, and may upon the completion of such evaluation purchase the Property.

WHEREAS, Owner is willing to sell the Property to Buyer, provided Buyer commits to such purchase within the time and under the terms set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Buyer covenant and agree as follows:

1. **Option.** Owner hereby grants to Buyer an exclusive and irrevocable option **(the "Option")** to purchase the Property on the terms and conditions set forth in this Agreement, conditioned on the Buyer paying the Option Price (as defined below) on or before two weeks after the date first set forth above **(the "Effective Date."** The Option Price shall be deemed to have been paid when Buyer has sent a check in the amount of the Option Price to the Owner at the property address stated above on or before the Effective Date, by hand delivery, U.S. Mail, UPS or FedEx.

2. **Option Price.** As consideration for this Agreement, Buyer shall pay to Owner a total of One Thousand Dollars and No Cents (\$1,000.00) **(the "Option Price")**.

No Title Search Requested or Performed

3. **Term.** The term of the option shall be ninety (90) days from the Effective Date, provided that the Buyer may extend the term of this option by an additional sixty (60) days upon payment during the initial 90-day term of the additional amount of Five Hundred Dollars \$500 delivered in the same manner as specified in Paragraph 1. If not exercised within the term or the extension thereof (**the "Option Term"**), the Option shall be of no further force and effect. The Property shall not be listed or offered for sale during the Option Term, shall be taken off the market during the Option Term, and Owner shall not engage in any negotiations for the purchase and sale of the Property during the Option Term.

4. **Exercise of Option.** In its sole discretion, Buyer may exercise the Option prior to midnight on the date of expiration of the Option Term by giving notice thereof to Owner as hereafter provided.

5. **Conveyance.** If Buyer exercises the Option, Owner shall deliver to Buyer good and marketable fee simple title to the Property by Special Warranty Deed (**the "Deed"**), free of all liens, defects, encumbrances and tenancies except as set forth herein and on the Title Insurance Commitment (as defined below). The Owner may reserve unto itself a right to repurchase the Property from Buyer if Owner determines that it is not feasible to proceed with construction of a new YMCA facility within the City of Martinsville. Such right of repurchase shall terminate thirty-six (36) months following closing on the conveyance from Owner to Buyer, and the price paid to Buyer upon repurchase shall be the purchase price stipulated in paragraph 6 herein, increased by two percent (2%) if the right of repurchase is exercised within twenty-four (24) months of closing, and shall be increased by three and one-half percent (3.5%) if exercised in excess of twenty four (24) months after closing, but less than thirty-six (36) months after closing. The right of repurchase shall be contingent upon the reasonable determination by Owner that construction cannot be completed or a certificate of occupancy obtained within the thirty-six (36) month reconveyance period, despite Owner's diligent efforts to do so. Owner shall execute and deliver such additional documents as may be required by Buyer's title insurer and/or to convey and assign to Buyer any easements, rights of way or commercial road access permits or similar rights to or for the benefit of the Property. If Owner refuses, fails, or is unable to perform, in any material respect, any of its covenants hereunder when performance is required or as of the Closing Date, or if any of Owner's representations should be false in any material respect when made and Buyer shall become aware of same on or prior to the Closing Date (**"Owner Default"**), then Buyer shall give Owner notice of such Owner Default on or prior to the Closing Date and Owner shall have ten (10) business days from the effective date of such notice to cure such Owner Default and the Closing Date shall be extended accordingly. If Owner fails to cure such Owner Default within such ten (10) business day period, then Buyer may elect to: (i) terminate this Agreement whereupon the Option Price plus any payments made to extend the Option term shall be returned to Buyer; or (ii) waive such Owner Default and proceed to Closing. Buyer's purchase of the Property, if it occurs, shall be on an "as is – where is" basis.

6. **Purchase Price.** The Purchase Price for the Property shall be Nine Hundred and Twenty-Five Thousand Dollars and No Cents (\$925,000.00) (**subject to an agreed lease back**

of the property to the Owner during the construction of the Owner's new YMCA facility. The lease shall be for a term of two (2) years, and the Owner shall have the right at its sole election to extend the lease for one (1) additional term of one (1) year. Annual rent shall be Ten Dollars (\$10.00)). The Option Price, plus any amounts paid to extend the Option term paid by Buyer shall be applied to the Purchase Price at Closing (hereafter defined).

7. **Closing.** The parties shall close on the purchase of the Property within ninety (90) days after the exercise of the Option (**the "Closing" or the "Closing Date"**). At Closing, Buyer shall deliver the Purchase Price, Owner shall deliver the Deed, and Owner shall give and Buyer shall take possession of the Property, subject only to tenants and tenancies acceptable to Buyer and not to exceed ninety (90) days after Closing Date. At Closing, the Owner shall execute an affidavit as to the non-foreign status of the Owner as well as a settlement statement and such other certificates and affidavits as may be reasonably necessary or desirable to consummate the purchase and sale contemplated hereby. Owner agrees that at the Closing the Property shall be in the same conditions as exists on the date hereof, subject to natural wear and tear and casualties beyond Owner's control. During the Option Term, Owner shall not cut or remove nor permit the cutting or removal of any timber or trees which are included as part of the Property, except as may be agreed to in writing by Buyer. The risk of loss by fire or other casualty remains with Owner until Closing. Owner shall have a reasonable amount of time after Closing to remove all personal property and equipment, excluding docks, structures, buildings, other improvements, fixtures, and/or items affixed to the land.

8. **Due Diligence Period/Access to Property.** At any time after execution of this Agreement until the end of the Option Term Buyer, or its agents, may, after reasonable notice to Owner, enter upon the Property to conduct any inspections, tests, surveys, environmental study, engineering study, feasibility study or any other studies regarding the Property (**the "Inspection Period"**), provided that Buyer's access and inspections shall be arranged so as not to disrupt Owner's ongoing business operations. During the Inspection Period, the Buyer may obtain at its expense a commitment for an owner's policy of title insurance for the Property (**the "Title Insurance Commitment"**) and investigate the current zoning applicable to the Property. Owner shall cooperate with the Buyer in its request to review all documents as it pertains to the Property including but not limited to Buyer's right to receive copies of all leases, past and current financial information for all tenants, service contracts, contracts with suppliers, equipment leases, and any additional items reasonably requested by Buyer (**"Inspection Materials"**). The Owner shall provide Buyer with a copy of the Inspection Materials within ten (10) business days from the Effective Date. If during the Inspection Period the Buyer determines that any matter relating to the Property is unacceptable for any reason or no reason, in Buyer's sole discretion, then Buyer shall be entitled to either: (i) to terminate this Agreement by providing written notice to Owner (a **"Termination Notice"**); or (ii) to waive such facts, matters or conditions and proceed with the transaction contemplated by this Agreement. If Buyer timely provides a Termination Notice, this Agreement shall be terminated and the parties shall be relieved of any further obligation to each other with respect to this Agreement and the sale of the Property.

9. **Broker.** The Owner shall pay any fees, costs and expenses to any broker or realtor involved or related to the purchase or sale of the Property or in the procurement of the Option. Owner agrees to indemnify and hold Buyer harmless from any such fees, costs and expenses.

10. **Closing Costs.** Owner shall pay its attorney's fees, any broker's or realtor's fee or commission in connection with this Agreement and the sale of the Property, and the grantor's tax due on recording the Deed, if any. Real estate taxes, utility expenses, and rental income, if any, shall be prorated between Owner and Buyer as of the date of Closing. Buyer shall pay all other expenses of Closing.

11. **Further Assurances.** Owner shall execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

12. **Representations, Covenants and Warranties.** Owner represents, covenants and warrants, effective as of the date of this agreement and Closing, that: (a) it has good and marketable fee simple title to the Property; (b) it has complete authority to enter into and perform its obligations under this Agreement and no presently existing contracts or obligations that would prevent the consummation of the transactions contemplated hereby; (c) there are no existing boundary, water, or drainage disputes of which Owner has any knowledge; (d) there are no actions or proceedings threatened against Owner to condemn all or any part of the Property; (e) Owner has paid for all work, labor and materials furnished to the Property, and there will be no mechanic's liens and/or rights of any person to file a mechanic's lien against the Property for any reason whatsoever; (f) Owner has received no notice of any environmental contamination on or affecting the Property and/or hazardous substances present on or affecting the Property; (g) to the best of Owner's knowledge and belief, Owner has not caused or permitted any environmental contamination on or affecting the Property, and knows of no such environmental contamination caused or permitted by any other person or entity; (h) to the best of Owner's knowledge and belief, Owner has not caused or permitted, and to the knowledge of Owner, no prior or current other owner, tenant, user, operator or other person or entity has caused or permitted, the Property to contain, or to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process, hazardous substances or other dangerous or toxic substances or solid wastes; and (i) there is no action, suit, proceeding, claim, investigation, citizen suit or review pending or threatened against or affecting the title to the Property. During the period between execution of this Agreement and Closing, Purchaser shall not make any alterations to any building on the Property or commence construction on the Property, other than as agreed to in writing by the Buyer.

13. **Notice.** Any notice under this agreement shall be given in writing delivered either in person, by overnight courier service or by certified mail, postage prepaid and return receipt requested, to the parties as follows:

TO BUYER: City of Martinsville, Virginia
55 West Church Street
Martinsville, VA 24112
c/o Aretha Ferrell-Benavides, City Manager

WITH A COPY TO: Stephen V. Durbin, Esquire
Sands Anderson P.C.
P.O. Box 2009
150 Pepper's Ferry Rd. NE
Christiansburg, Virginia 24068

TO OWNER:

or [Include physical address for delivery]

Notice given as required above shall be effective immediately if personally delivered or upon receipt, one (1) business day after being deposited with an overnight courier service and three (3) days after mailing if mailed by certified mail.

14. **Condition.** Owner agrees to maintain the Property in its present condition, ordinary wear and tear excepted, from the date of this Agreement until Closing. Owner shall not (i) grant any easements, rights-of-way or any other estate or interest in the Property whatsoever, or (ii) restrict or otherwise encumber the Property.

15. **Survey.** Buyer shall be entitled to obtain a survey of the Property at its expense.

16. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, personal representatives, successors in interest, and assigns of the parties. This Agreement may be assigned by Buyer in Buyer's sole discretion.

17. **Applicable Law.** This Agreement shall be construed according to the laws of the Commonwealth of Virginia. Sole jurisdiction and venue for adjudication of any dispute arising out of this Agreement shall be in the Circuit Court of the City of Martinsville, Virginia.

18. **Memorandum.** Buyer shall be entitled to record at its expense this Agreement, or a Memorandum of Option, in the Office of the Clerk of the Circuit Court Martinsville, Virginia. Owner shall sign such a Memorandum upon request.

19. **Miscellaneous.** If either party breaches this Agreement, the non-breaching party may recover its reasonable attorneys' fees incurred in enforcing this Agreement, as set by the Court. The Owner agrees that the Buyer, among any other applicable remedies available at law or

equity, shall be entitled to specific performance of this Agreement. This Agreement contains the entire agreement between the parties hereto and may not be modified or amended except in a writing executed by all of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, successors and assigns. Owner acknowledges and agrees that Owner has had the opportunity to review this Agreement with its separate counsel and therefor this Agreement shall not be construed against either party. This Agreement may be executed in two or more counterparts, each of which shall be an original and both of which together shall constitute one and the same instrument. All personal pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders. The singular shall include the plural and vice versa unless the context specifically requires otherwise.

20. **Authorization.** This Agreement has been duly approved and authorized by Owner and Buyer.

[Signature pages to follow]

	Reason for Amendment	General Ledger Account Name	Fund	General Ledger Account Code (Org-Object-Proj)	Account Type (Revenue or Expense)	Increase or Decrease	Amount of Change	Council Approval? (Y/N)	Date Presented	Notes
General Fund	Transferring funds from Fund Balance to account for the Four for Life grant reappropriations (due to unexpended grant funds from prior fiscal years).	EMS - FOUR FOR LIFE	01	01322105-506114	Expense	Increase	\$ 16,358.10	Y	2/25/2025	Needs to go on the ordinance (6/10).
	Appropriating funds for the ATL grant reappropriations (due to unexpended grant funds from prior fiscal years).	STATE GRANT - FIRE PROGRAMS	01	01321102-506110	Expense	Increase	\$ 85,600.00	Y	2/25/2025	Needs to go on the ordinance (6/10).
		FIRE PROGRAMS FUND	01	01101917-442701	Revenue	Increase	\$ 85,600.00	Y	2/25/2025	Needs to go on the ordinance (6/10).
Fleet & GF	Allocate revenues approved by city council to fleet fund for purchases of vehicles and heavy equipment.	TRANSFER FROM 01-GENERAL FUND	410	41001000-490001	Revenue	Increase	\$ 229,000.00	Y	FY24	Needs to go on the ordinance (6/10).
		TRANSFER TO 410-FLEET REP FUND	01	01900900-590410	Expense	Increase	\$ 229,000.00	Y	FY24	Needs to go on the ordinance (6/10).
School CIP	Schools are moving the remaining amount of CIP funds in the account they previously used to their appropriate CIP fund.	TRANSFER FROM 16-GEN CAPITAL	753	75301000-490016	Revenue	Increase	\$ 35,200.00	Y	FY24	Needs to go on the ordinance (6/10).
		TRANSFER TO 753-SCHOOL CIP FD	16	16909000-590753	Expense	Increase	\$ 35,200.00	Y	FY24	Needs to go on the ordinance (6/10).
GF Capital	Transferring funds from Fund Balance to cover the cost of a server hardware refresh.	TECHNOLOGY SYSTEMS & EQUIPMENT	16	16300000-580608	Expense	Increase	\$ 58,630.00	N	N/A	Need council approval -- needs to go on the ordinance (6/10).
MHRA	This is revenue coming in from selling a Five Points home (607 W Church St).	SALE OF PROPERTY	210	21001000-455100	Revenue	Increase	\$ 141,795.00	N	N/A	Needs to go on the ordinance (6/10).
	This is revenue coming in from selling a Five Points home (609 W Church St).	SALE OF PROPERTY	210	21001000-455100	Revenue	Increase	\$ 141,960.00	N	N/A	Needs to go on the ordinance (6/10).
Fleet Fund	Allocate budget for heavy equipment purchases with equipment financing/lease arrangements for FY2025 equipment, approved by city council.	EQUIPMENT & MACHINERY	410	41050515-580600	Expense	Increase	\$ 1,295,000.00	Y	4/22/2025	Needs to go on the ordinance (6/10).
		LOAN & NOTE PROCEEDS	410	41001000-478001	Revenue	Increase	\$ 1,295,000.00	Y	4/22/2025	Needs to go on the ordinance (6/10).
WWW CIP	Appropriating approved capital budget amount to project account-WS401 Jones Creek Interceptor. Carryover project from FY24.	INFRASTRUCTURE IMPROVEMENTS	523	52342000-580700-WS401	Expense	Increase	\$ 2,266,016.00	N	N/A	Needs to go on the ordinance (6/10). This was done in operating, not CIP, so the move requires council approval.
	Allocate budget originally in Fund-13 to new CIP Fund-523 for awarded grant revenue (Jones Creek Interceptor project).	FEDERAL EDA GRANT	523	52301927-480030-WS401	Revenue	Increase	\$ 1,910,210.00		Awarded Oct 2022	Needs to go on the ordinance (6/10) and still need an amendment to approve the allocation of the loan.
		FEDERAL ARPA DEQ GRANT	523	52301927-480031-WS401	Revenue	Increase	\$ 355,806.00		Awarded Oct 2022	Needs to go on the ordinance (6/10) and still need an amendment to approve the allocation of the loan.

**AN ORDINANCE AMENDING THE CITY OF MARTINSVILLE, VIRGINIA FISCAL
YEAR 2024-2025 BUDGET**

WHEREAS, on May 26, 2024 the City Council (the “Council”) of the City of Martinsville, Virginia (the “City”) adopted the City’s fiscal year 2024-2025 budget ordinance; and,

WHEREAS, the Council desires to amend the City’s fiscal year 2024-2025 budget to take into account funds received from federal and state sources designated for use by the Martinsville City Public Schools and funds for use by the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MARTINSVILLE, VIRGINIA:**

The City’s 2024-2025 budget ordinance is amended as follows:

1. The City’s General Fund-01 revenue budget is increased in the amount of \$85,600.
2. The City’s General fund-01 expenditure budget is increased in the amount of \$330,959.
3. The City’s General Fund Capital Project fund-16 expenditure budget is increased in the amount of \$93,830.
4. The School’s Capital Project fund-753 revenue budget is increased in the amount of \$35,200.
5. The City’s MHRA fund-210 revenue budget is increased in the amount of \$283,755.
6. The City’s Fleet Fund-410 revenue budget is increased in the amount of \$1,524,000.
7. The City’s Fleet Fund-410 expenditure budget is increased in the amount of \$1,524,000.
8. The City’s Water/Wastewater capital fund revenue budget is increased in the amount of \$8,525,175.
9. The City’s Water/Wastewater capital fund expenditure budget is increased in the amount of \$8,525,175.
10. The EDA fund-07 expenditure budget is increased in the amount of \$500,000.
11. The City’s School Operating revenue budget is increased in the amount of \$2,701,691.
12. The City’s School Operating expenditure budget is increased in the amount of \$2,701,691.
13. Funds are hereby appropriated in accordance with the above-described budget amendments.
14. This Ordinance shall take effect immediately.

The members of Council voted as follows on the foregoing Ordinance:

Ayes

Nays

Absent

Abstentions

Adopted this ___ day of May, 2025 (first reading).

Attest:

Deputy Clerk of Council, City of Martinsville