



MARTINSVILLE CITY COUNCIL

MEETING AGENDA

Tuesday, October 28, 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: Chief Robert Fincher, Acting City Manager
Peyton Nibblett, Deputy City Clerk
Law Offices of Sands Anderson, City Attorney



Work Session - 5pm, Council Chambers; Municipal Building

- a. Comprehensive Plan Update by Berkley Group -- Joint Update with Martinsville Planning Commission

Regular Session - 7pm, Council Chambers

1. Call to Order

2. Pledge to the American Flag

3. Invocation

- a. Led by Earnest Long

4. Take Any Action Necessary as a Result of Closed Session

5. Presentations and Proclamations

- a. Proclamation Honoring November 1, 2025 as Extra Mile Day
- b. Proclamation Honoring October as National Anti-Bullying Month Presented to Martinsville High School Student Council and Lori Haskew, Faculty Advisor
- c. Hear an Update from City Schools
- d. MiNet and Information Services Department Update
- e. Charter Review Committee Presentation of Process, Findings, and Results

6. Consent Agenda

- a. Discuss and Consider October 14, 2025 Meeting Minutes

7. Regular Agenda or New Business

- a. Discuss and Consider Appointments to Community Criminal Justice Board
- b. Discuss and Consider Approval of Rezoning Ordinances
- c. Hold a Public Hearing for and Discuss and Consider FY25 and FY26 Appropriations Ordinance
- d. Martinsville Redevelopment and Housing Authority Discuss and Consider transferring ownership of property located at the corner of Beaver and Fayette Streets from Martinsville Redevelopment & Housing Authority to West Piedmont Planning District Commission for the purpose of developing a neighborhood housing project

8. City Hall Reporting & Announcements

- a. News and Events



9. Communications from Visitors / Business from the Floor

Description: The purpose of City Council Meetings is to conduct the City's Business. City Council allows for public comment, limited to matters on which the Council has the power and authority to act and are not listed on the printed agenda. Participation: Citizens who wish to participate in a meeting's public comment period may do so by signing up at the podium at the entrance prior to the beginning of the meeting, emailing their comments to Peyton Nibblett, Deputy City Clerk, at pnibblett@martinsvilleva.gov, calling in their comments to 276-403-5196, or mailing comments to the City of Martinsville, attn.: Peyton Nibblett, Martinsville, VA 24114 (a.) Comments, or a request to speak, must be received by noon the day before a Council meeting for consideration by the Council at the meeting. (b.) Any person submitting comments or requesting to speak must identify themselves by name and address, including zip code. (c.) Remarks are to be limited to 3 minutes or less (as read aloud), address a topic of City business, and refrain from making any personal references or accusations of a factually false and/or malicious nature. (d.) Priority for comments is given to City residents, taxpayers, and business owners. (e.) Speakers may not yield time. f. Groups of speakers on the same topic must designate a single representative. Comments violating these rules may not be presented at the Council meeting. (g.) Any speaker violating these rules may be removed from the podium or from the Council Chamber. (h.) This policy does not apply to public hearings, at which any citizen of Martinsville may appear and speak on the subject of the public hearing.

10. Comments by Members of City Council

11. Comments by City Manager

12. Adjournment



MARTINSVILLE MOMENTUM

City of Martinsville Comprehensive Plan Update Joint Worksession #2 | October 28, 2025

The Comprehensive Plan provides a guiding vision for physical development in the City of Martinsville. How and where Martinsville grows over the next ten to fifteen years is the result of interconnected physical, social, and economic features. In drafting the Comprehensive Plan, we must look at each of these topics individually so that we can craft a more effective growth management and future land use plan.

During this worksession, Berkley Group will present the first four draft policy chapters of the Plan: Natural and Historic Resources, Community Health and Safety, Community Facilities and Infrastructure, and Economic and Workforce Development.

NOTE: *Because this is a working meeting between City Council and the Planning Commission, there will not be a verbal public comment period. Questions or comments from the public related to the Comprehensive Plan update can either be written on the comment form provided at the meeting and submitted directly to City staff, or submitted online at <https://www.surveymonkey.com/r/J6DJ8JK>.*

Worksession Agenda

- Schedule & Progress Update (5 min.)
- Community Profile, Plan Outline, and Chapter Structure (15 min.)
- Draft Chapter Review and Discussion (80-90 min.)
- Next Steps and Conclusion (5 min.)

Attachments

Attachment A: Project Schedule

Attachment B: Martinsville Momentum Working Draft

- Chapter 3: Natural and Historic Resources
- Chapter 4: Community Health and Safety
- Chapter 5: Community Facilities and Infrastructure
- Chapter 6: Economic and Workforce Development
- Chapter 10: Implementation Strategies for chapters 3-6

Attachment C: Martinsville Momentum Community Profile

Next Steps

- ✓ Submit all comments to Berkley Group via Hannah Powell by COB Friday, November 14, 2025
- ✓ Draft Housing; Transportation; Land Use (Berkley Group)
- ✓ Next Joint Worksession: Tuesday, January 27, 2026



What is the city charter?

The city charter is like the city's rulebook. It explains how Martinsville is organized, how city leaders are chosen, and what powers the city has to take care of its people, land and services.



A quick history

- **1791:** Martinsville is founded
- **1873:** Became a town
- **1928:** Became a city
- **1950:** Current charter adopted (updated many times since)



How city government works

City council:

- 5 members, elected by city voters
- Makes laws, approves budget, and oversees city services
- Chooses a **mayor** (leads meetings, represents the city, no veto power)
- Chooses a **city manager**
 - Runs departments like police, fire, utilities and public works
 - Prepares the annual budget
 - Ensures city laws are followed

City powers and services

The charter gives Martinsville the power to provide essential services and manage community needs



Money and property

- Collect taxes and license fees to fund services
- Buy, sell, or use land for city purposes
- Borrow money responsibly to build and maintain city projects



Utilities and infrastructure

- Provide water, sewer, electricity and waste services
- Maintain roads, bridges and parks
- Set fair rates for city utilities



Public health and safety

- Maintain police, fire, and emergency services
- Enforce laws to keep neighborhoods safe and clean
- Create health programs and manage local emergencies



Education

- City council appoints a school board (3-5 members)
- The board runs public schools and sets education priorities



Financial responsibility

- City may issue bonds to fund big projects (like schools or roads)
- Must follow strict laws on borrowing and spending
- Annual audits keep city finances transparent and accountable



City planning and growth

- A comprehensive plan guides future growth – roads, parks, zoning and development
- A planning commission reviews city improvement ideas
- A board of zoning appeals handles property and building rules

Your rights as a citizen

- YOU elect your council members
- YOU can attend public meetings and voice your opinions
- YOU vote in special referendums on big decisions (like selling utilities or bond issues)
- YOU can vote on becoming a town if proposed by the City Council

This charter ensures that Martinsville runs smoothly and fairly, uses your tax dollars responsibly, protects public health and safety, and plans for a strong and vibrant future!

Charter Review Committee

October 28, 2025

Purpose of Charter Review Committee



On February 18th, 2025, City Council voted to create a ***Charter Review Committee***.



It consists of ***five people*** appointed by Council.



Purpose: to review the existing Charter (from 1950) and make recommendations for ***updates to improve efficiency*** in conducting the affairs of the City.



Meet regularly and update Council and citizens on progress.

Current Appointee s

Gene Teague – chair

Jennifer Bowles

Andy Hall

Barbara Seymour

Kimble Reynolds (Advisor)

Kaylin Hernandez (City
Staff)

Committee guiding principles



Overarching principles

Foster community trust
Seek community input



Phase One: Initial revisions

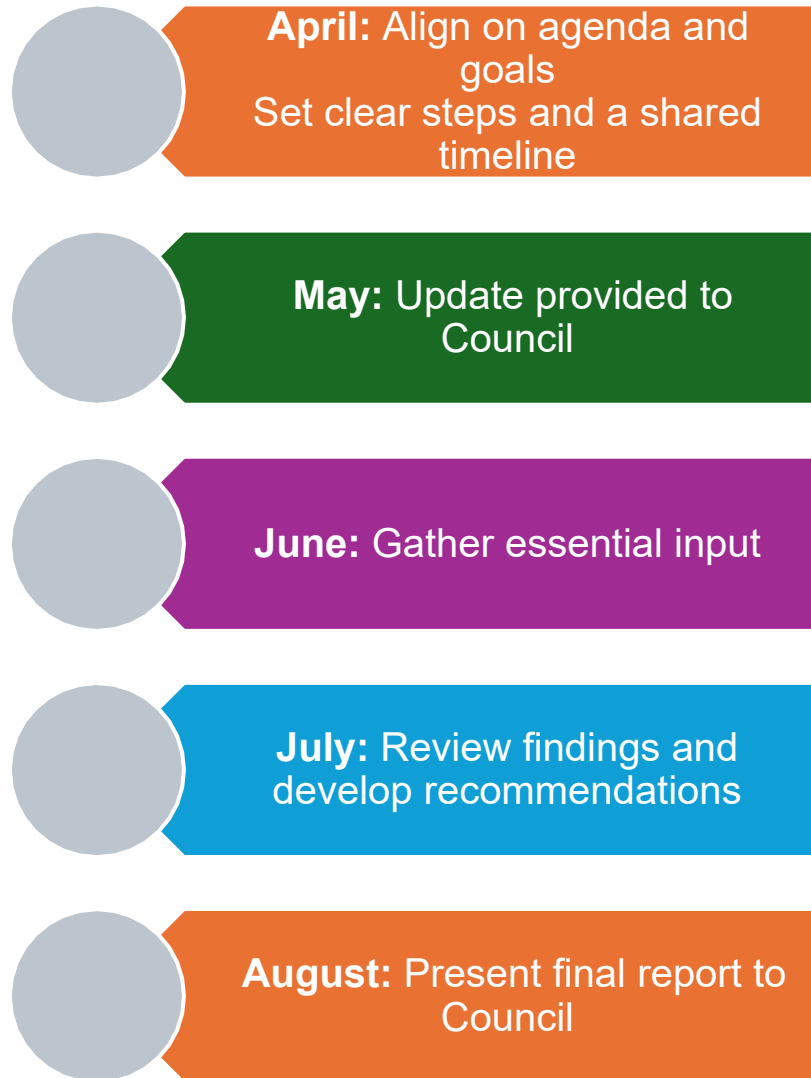
Simplify language
Organize chapters and sections
Updates that are necessary
based on law



Phase Two: Updates that require more input and community consensus

Charter Committee Review - Process and timeline

ORIGINAL TIMELINE



REVISED TIMELINE



Charter revisions – Key Deliverables

Clarity and simplicity

- Correcting grammar and sentence flow
- Using plain and easy-to-understand language

Relevance

- Crosswalk with Virginia law to remove unnecessary duplication, provide references, and update Charter to align with the Commonwealth

Modernization

- Removing antiquated language and terms that marginalize individuals and groups of individuals
- Use of gender-neutral pronouns

Organization

- Sort chapters and sections to consolidate by role or function

Using AI to enable work



Clarity, simplicity, and modernization

“Review the following text – remove and duplication and replace antiquated terms with modern language.”



Relevance

“Crosswalk this section of the Charter with Virginia law and relevant code. Make recommendations for revisions based on current law. Provide references to the specific law, code, or statute. Make recommendations for any sections that can be removed as a duplicate of Virginia law.”



Organization

“Recommend any sections that could be combined for clarity and conciseness.”



EVERY AI-enabled edit was reviewed in full by the Committee to ensure the Charter remained intact and did not lose any original intent.

Review findings and develop recommendations

- Charter Review Committee developed revised Charter over 19 meetings.
- 8.29.25 - Final draft sent to Council, constitutional officers, and city departments for review
 - Feedback received from City Council, Constitutional Officers, Technology Team, Community Development, Water Resources, and Fire and EMS.
 - Feedback was reviewed and incorporated into the Charter, pursuant to the key deliverables.
- Final meeting (#20) - occurred on 10/16.
- Proposed Charter - clarified and simplified
 - Reduced page count from 26 to 18 pages (31% reduction)
 - Word Count from 13,286 to 7,285 (45% reduction)

Recommended Next Steps

- Committee has finished its task as authorized by City Council.
- Document passed back to City Council for next steps:
 - Council should consider whether to submit to General Assembly for passage.
- If Council desires to proceed to Phase II, it may establish another committee or extend the current committee.
- Consider publishing an infographic for public review and understanding of the Charter review process. A draft was provided to Council.



STAFF REPORT

TO: City Council

FROM: Peyton Nibblett, Deputy City Clerk

SUBJECT: Discuss and Consider Appointments to Community Criminal Justice Board

STAFF/ DEPARTMENT RESPONSIBLE: Boards and Commissions

MEETING DATE: October 28, 2025

BACKGROUND/HISTORY:

Presented by Freeda Holliday, Halifax/Pittsylvania Court Services

Under the Code of Virginia § 9.1-178, a CCJB must be established by each county or city (or combinations thereof) that develop a local **pretrial services or community-based probation services agency; In this Instance, the Halifax/Pittsylvania Court Services.**

- The board is appointed by the local governing body (county/city).
- Membership must include, at minimum: a representative of the governing body; a general district court judge; a circuit court judge; a juvenile & domestic relations district court judge; a chief magistrate; one chief of police or sheriff (if no police department) for law enforcement; a Commonwealth's Attorney; a public defender (or criminal defense attorney); a sheriff or regional jail administrator; a local educator; and a community services board administrator.
- Under § 9.1-180 the board's responsibilities include advising on the development & operation of pretrial and community-based probation services; assisting agencies in establishing/modifying programs for defendants/offenders; evaluating and monitoring those programs; developing/amending the criminal justice plan and community-based corrections plan; reviewing criminal justice grant submissions; facilitating local flexibility in responding to crime.

The Board's Duties:

- The board provides oversight and advisory functions for local pretrial services and community-based probation.
- It helps coordinate, evaluate, and monitor programs for offenders (diversion, re-entry, alternatives to incarceration).

- It reviews resources, identifies gaps in services, acts as a bridge among courts, corrections, law enforcement, community services, and other stakeholders.
- Meetings, membership, and operations should comply with the statutory minimums (judges, law enforcement, defense, prosecution, education, community services etc).

POLICY EXPLANATION:

Code of Virginia § 9.1-178

FISCAL IMPACT/FUNDING SOURCE:

None

Available Budget: Not Applicable

Purchase Amount: Not Applicable

ACTION REQUESTED/ALTERNATIVES

City Council Approve Board Membership Appointee List Provided by Ms. Holliday

ATTACHMENTS:

1.	COMMUNITY CRIMINAL JUSTICE BOARD 9 2025
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**COMMUNITY CRIMINAL JUSTICE BOARD
FOR
HALIFAX/PITTSYLVANIA COURT SERVICES
(Serving Halifax, Pittsylvania, Franklin, Henry and Patrick Counties and the Cities of
Danville and Martinsville)**

Mr. J. R. Powell (Dep. Co. Adm. – Henry County)
Ms. Brandy Rosser (Dep. Co. Adm. – Franklin County)
Mr. Clarke Whitfield, Jr. (City Attorney – Danville)
Mr. Vincent Shorter. (Co. Adm. – Pittsylvania County)
Ms. Beth Simms (Co. Adm. – Patrick County)
TBD - (Co. Adm. – Halifax County)
The Honorable James J. Reynolds (Circuit Court Judge – Pitts. Co., Franklin Co., Danville)
The Honorable James R. McGarry (Circuit Court Judge – Martinsville, Henry and Patrick Co.)
The Honorable Stephanie Vipperman (Gen. Dist. Ct. Judge – Martinsville, Henry & Patrick Co)
The Honorable Melissa P. Keen (JDR Ct. Judge – Pitts. Co, Franklin Co, Danville)
Tracy Quackenbush Martin (Commonwealth’s Attorney - Halifax Co.)
Andrew Nester (Commonwealth’s Attorney Henry Co.)
Dayna Bobbitt (Commonwealth’s Attorney - Patrick Co.)
G. Andrew Hall (Commonwealth’s Attorney – Martinsville)
Cooper Brown (Commonwealth’s Attorney - Franklin Co.)
Fred Clark (Sheriff – Halifax Co.)
Steve Draper (Sheriff – City of Martinsville)
Captain Duane Amos (Sheriff’s Office – Franklin Co.)
Mike Taylor (Sheriff – Pittsylvania. Co.)
Chris Wiles (Dep. Police Chief – Danville)
Vikram Kapil (Public Defender – Halifax County)
Sandra Haley (Public Defender – Martinsville, Henry & Patrick Counties)
Daniel Hosler (Chief Magistrate – Danville, Franklin and Pittsylvania Counties)
Ann Hylton (Chief Magistrate – Martinsville, Henry and Patrick Counties)
Timothy Trent (Jail Adm – Blue Ridge Regional Jail Authority - Halifax)
Gene Beasley (Division Director, Danville Adult Detention - Danville)
Jim Bebeau (Director, Dan/Pitts Comm Services – Danville and Pittsylvania Co.)
Quincy Gravely (Justice Support Supervisor, Pied. Comm Services – Martinsville, Henry, Patrick and Franklin)
Vickie Dowell (Chief, Probation & Parole– Danville and Pittsylvania County)
Michael Lewis (Dir. Of Student Services & Accountability- Halifax County Schools)
Robert David (Coordinator of Youth and Gang Violence Prevention Programs- Danville)



STAFF REPORT

TO: City Council

FROM: Kris Bridges, Building Official

SUBJECT: Discuss and Consider Approval of Rezoning Ordinances

STAFF/ DEPARTMENT RESPONSIBLE: Community Development

MEETING DATE: October 28, 2025

BACKGROUND/HISTORY:

The City has received multiple rezoning applications for review by the Planning Commission. Following their recommendations, City Council consideration is required to proceed with the formal public hearing process. These rezoning requests involve changes to zoning classifications intended to accommodate various land use proposals consistent with the City's Comprehensive Plan and zoning regulations.

The proposed ordinances are as follows:

1. Ordinance to Rezone Certain Properties Located Along Commonwealth Boulevard from ED-G (Economic Development-General) to C-C (Commercial Corridor).

This rezoning seeks to correct existing non-conforming uses and align zoning classifications with current land use and development patterns. The affected properties are identified as Tax Map Numbers 23(01)00/21, 22(01)00/86 & 86A, 22(01)00/91, 22(01)00/90, 22(10)00/AR, 22(10)00/A1R, 22(10)00/B, 22(08)00/A, 22(08)00/A-01, 22(08)00/C-01, 22(08)00/C-03, and 21(06)00/C-04.

2. Ordinance to Rezone Properties Located on W. Church Street and Emanuel Street in the Five Points Neighborhood from C-C (Commercial Corridor) to R-T (Residential Transitional).

This rezoning will correct existing non-conforming residential uses and support a mix of residential and low-intensity commercial uses compatible with the surrounding neighborhood. The subject parcels are identified as Tax Map Numbers 31(02)M/5A, 31(02)M/5B, 31(02)M/5C, 31(02)M/5D, 31(02)M/5F, 31(02)M/5E, 31(02)M/5G, 31(02)M/5H, 31(02)M/5L, 31(02)M/5K, 31(02)M/5I, 31(02)M/5J, and 31(02)M/5SM.

3. Ordinance to Rezone Property Located at 100 S. Jackson Street from C-C (Commercial Corridor) to R-T (Residential Transitional).

This rezoning affects the property located at 100 S. Jackson Street (Tax Map Numbers

31(02)J/04, 31(02)J/03, 31(02)J/02, 31(02)K/45, 31(02)K/44, and 31(02)K/06). The purpose of the request is to rezone the property from C-C to R-T to better reflect existing residential use patterns and surrounding neighborhood character.

4. Ordinance to Rezone Certain Properties Located Along Bridge, East Market, College, and Railroad Streets from C-C (Commercial Corridor District), C-N (Neighborhood Commercial District), and ED-I (Economic Development Intensive) to R-T (Residential Transitional).

This rezoning is intended to correct existing non-conforming uses and align zoning classifications with actual land uses and current development patterns in the surrounding area. The affected parcels are located adjacent to Bridge, East Market, College, and Railroad Streets, identified as Tax Map Numbers 32(01)L/01; 32(01)L/02; 32(01)L/03; 32(01)L/M; 32(01)L/06; 32(01)L/07; 32(01)L/08; 32(01)L/09; 32(01)L/10; 32(01)L/11; 32(01)L/14; 42(18)00/36A; 42(18)00/31; 42(18)00/30; 42(18)00/29; 32(01)M/12RS; 32(01)M/23R; 32(01)M/38R; 32(01)M/20R; 32(01)M/22R; 32(01)N/19; 32(01)N/20; 32(01)N/23; 32(01)N/24; 32(01)N/25; 32(01)N/28; 32(01)N/29; 32(01)N/30; 32(01)N/30A–31A; 32(01)N/33; 32(01)N/34; 32(01)N/34A; 32(01)N/38; 32(01)N/39; 32(01)N/40; 32(01)N/41; 32(01)N/42; 32(01)N/44; 32(01)N/45; 32(01)N/48; 32(01)N/49; 32(01)N/50; 32(01)N/51; 32(01)N/47; 32(01)N/46; 32(01)N/43; 32(01)N/37; 32(01)N/36; 32(01)N/35; 32(01)N/32A; 32(01)N/32; 32(01)N/31; 32(01)N/27; 32(01)N/26; 32(01)N/22; 32(01)N/21; 32(01)P/09R; 32(01)P/10; 32(01)P/11B; 32(01)U/05; 32(01)O/05; 32(01)O/6A; 32(01)O/08; 32(01)O/09; 32(01)O/11A; 32(01)O/13A; and 32(01)O/14.

5. Ordinance to Rezone the Property Located at 500 Blue Ridge Street from C-C (Commercial Corridor) to R-T (Residential Transitional).

This rezoning affects the property commonly known as 500 Blue Ridge Street (Tax Map Number 37(01)00/07A). The purpose of the request is to permit both residential and compatible commercial uses consistent with surrounding land use patterns and development in the vicinity.

First Reading and Public Hearing: 10/14/2025

Second Reading: 10/28/2025

POLICY EXPLANATION:

Code of Virginia §15.2-2286(A)(7) & 15.2-2285 Outlining Planning Commission review of applications, public hearing requirements, and final review and approval by City Council

FISCAL IMPACT/FUNDING SOURCE:

Not Applicable

Available Budget: Not Applicable

Purchase Amount: Not Applicable

ACTION REQUESTED/ALTERNATIVES

Motion to Approve on Second Reading all Ordinances of Rezoning contained in Council's

Packet.

First Reading and Public Hearing: October 14, 2025

Second Reading Date: October 28, 2025

ATTACHMENTS:

1.	101425 Commonwealth Blvd Rezoning Ordinance 10.14.25
2.	10062025 ORDINANCE NO. 2025-9
3.	10062025 ORDINANCE NO. 2025-10 ORDINANCE TO REZONE PROPERTIES LO
4.	10062025 ORDINANCE NO. 2025-11
5.	101425 Zoning Ordinance Amendment for 500 Blue Ridge Street

ORDINANCE NO. 2025-8

ORDINANCE TO REZONE CERTAIN PROPERTIES LOCATED ALONG COMMONWEALTH BOULEVARD FROM ED-G (ECONOMIC DEVELOPMENT- GENERAL) TO C-C (COMMERCIAL CORRIDOR)

WHEREAS, the City of Martinsville, Virginia (the “City”), has submitted an application to rezone multiple properties located along Commonwealth Boulevard, currently zoned ED-G (Economic Development-General), to C-C (Commercial Corridor); and,

WHEREAS, the purpose of the rezoning is to correct existing non-conforming uses and to align the zoning classification with the actual land use and current development patterns; and,

WHEREAS, the properties proposed for rezoning are commonly known as ____ (street address) and having tax map numbers: 23(01)00/21, 22(01)00/86 86A, 22(01)00/91, 22(01)00/90, 22(10)00/AR, 22(10)00/A1R, 22(10)00/B, 22(08)00/A, 22(08)00/A-01, 22(08)00/C-01, 22(08)00/C-03, 21(06)00/C-04 (the “Subject Properties”) as more particularly described in the application and maps on file with the City’s Community Development Department; and,

WHEREAS, the Planning Commission of the City of Martinsville duly advertised and held a public hearing on the proposed rezoning on the 15th day of September, 2025, and recommended approval; and,

WHEREAS, the City Council of the City of Martinsville held a duly advertised public hearing on the proposed rezoning on October 14, 2025, pursuant to Virginia Code § 15.2-2285; and,

WHEREAS, the City Council finds that the proposed rezoning is consistent with the City’s Comprehensive Plan and serves the public necessity, convenience, general welfare, and good zoning practice;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Martinsville, Virginia, that the zoning classification of the properties described in the rezoning application is hereby amended from ED-G (Economic Development-General) to C-C (Commercial Corridor).

Date of Adoption: _____

Recorded Roll Call Votes:

Mayor L.C. Jones:

Vice Mayor Kathy Lawson:

Council Member Aaron Rawls:

Council Member Julian Mei:

Council Member Rayshaun Gravely:

ATTEST:

City Clerk

ORDINANCE NO. 2025-9

**ORDINANCE TO REZONE PROPERTY LOCATED AT 100 S. JACKSON STREET
FROM C-C (COMMERCIAL CORRIDOR) TO R-T (RESIDENTIAL TRANSITIONAL)**

WHEREAS, the City of Martinsville (the "City") has submitted an application to rezone the property located at 100 S. Jackson Street, tax map #31(02)J/04, 31(02)J/03, 31(02)J/02, 31(02)K/45, 31(02)K/44, 31(02)K/06), (the "Subject Property") which is currently zoned C-C (Commercial Corridor), to R-T (Residential Transitional); and,

WHEREAS, the purpose of the rezoning is to enable the use of the property for a combination of residential and commercial uses appropriate for a transitional district; and,

WHEREAS, the property is more particularly described in the application on file with the City's Community Development Department; and,

WHEREAS, the Planning Commission duly advertised and held a public hearing on the proposed rezoning on the 15th day of September, 2025 and recommended approval of the request; and,

WHEREAS, the City Council conducted a duly advertised public hearing on October 14, 2025, in accordance with Virginia Code § 15.2-2285; and,

WHEREAS, the City Council finds that the proposed rezoning supports the Comprehensive Plan and promotes the orderly development of land within the City;

WHEREAS, the City Council has also determined that the public necessity, convenience, general welfare and good zoning practice of the City require and support the rezoning requested and affected by this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Martinsville, Virginia, that the zoning classification of 100 S. Jackson Street is hereby amended from C-C (Commercial Corridor) to R-T (Residential Transitional).

Date of Adoption: _____

Recorded Roll Call Votes:

Mayor L.C. Jones: _____

Vice Mayor Kathy Lawson: _____

Council Member Aaron Rawls: _____

Council Member Julian Mei: _____

Council Member Rayshaun Gravely: _____

ATTEST:

City Clerk

ORDINANCE NO. 2025-10

ORDINANCE TO REZONE PROPERTIES LOCATED ON W. CHURCH STREET AND EMANUEL STREET IN THE FIVE POINTS NEIGHBORHOOD FROM C-C (COMMERCIAL CORRIDOR) TO R-T (RESIDENTIAL TRANSITIONAL)

WHEREAS, the City of Martinsville (the “City”) has submitted an application to rezone several properties located in the Five Points Neighborhood, including parcels along W. Church Street and Emanuel Street, from C-C (Commercial Corridor) to R-T (Residential Transitional); and,

WHEREAS, the purpose of the rezoning is to correct existing non-conforming residential uses and support a mix of residential and low-intensity commercial uses compatible with the surrounding neighborhood; and,

WHEREAS, the properties subject to this ordinance are further identified as follows: 31(02)M/5A, 31(02)M/5B, 31(02)M/5C, 31(02)M/5D, 31(02)M/5F, 31(02)M/5E, 31(02)M/5G, 31(02)M/5H, 31(02)M/5L, 31(02)M/5K, 31(02)M/5I, 31(02)M/5J, 31(02)M/5SM (the “Subject Properties”) in the rezoning application on file with the City’s Community Development Department; and,

WHEREAS, the Planning Commission has reviewed the application, duly advertised and held a public hearing on the 15th day of September, 2025, and recommended approval; and,

WHEREAS, the City Council held a public hearing on October 14, 2025, with proper public notice as required by Virginia Code § 15.2-2204; and,

WHEREAS, the City Council finds the rezoning to be consistent with the goals of the Comprehensive Plan and in the best interest of the community; and

WHEREAS, the City Council has also determined that the public necessity, convenience, general welfare and good zoning practice of the City require and support the rezoning requested and affected by this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Martinsville, Virginia, that the zoning classification for the Subject Properties in the Five Points Neighborhood is hereby amended from C-C (Commercial Corridor) to R-T (Residential Transitional).

Date of Adoption: _____

Recorded Roll Call Votes:

Mayor L.C. Jones:	_____
Vice Mayor Kathy Lawson:	_____
Council Member Aaron Rawls:	_____
Council Member Julian Mei:	_____
Council Member Rayshaun Gravely:	_____

ATTEST:

City Clerk

ORDINANCE NO. 2025-11

ORDINANCE TO REZONE CERTAIN PROPERTIES LOCATED ALONG BRIDGE, EAST MARKET, COLLEGE AND RAILROAD STREETS FROM C-C, COMMERCIAL CORRIDOR DISTRICT, C-N, NEIGHBORHOOD COMMERCIAL DISTRICT, AND ED-I, ECONOMIC DEVELOPMENT INTENSIVE, TO R-T, RESIDENTIAL TRANSITIONAL

WHEREAS, the City of Martinsville, Virginia (the “City”), has submitted an application to rezone multiple properties located along Bridge, East Market, College and Railroad Streets, currently zoned C-C, Commercial Corridor District, C-N, Neighborhood Commercial District, and ED-I, Economic Development Intensive, to R-T, Residential Transitional; and,

WHEREAS, the purpose of the rezoning is to correct existing non-conforming uses; align the zoning classification with the actual land use and current and anticipated development patterns; and,

WHEREAS, the properties proposed for rezoning (the “Subject Properties”) are located adjacent to Bridge, East Market, College and Railroad Streets, and bear the following tax map numbers: 32(01)L/01; 32(01)L/02; 32(01)L/03; 32(01)L/M; 32(01)L/06; 32(01)L/07; 32(01)L/08; 32(01)L/09; 32(01)L/10; 32(01)L/11; 32(01)L/14; 42(18)00/36A; 42(18)00/31 42(18)00/30; 42(18)00/29; 32(01)M/12RS; 32(01)M/23R; 32(01)M/38R; 32(01)M/20R; 32(01)M/22R; 32(01)N/19; 32(01)N/20; 32(01)N/23; 32(01)N/24; 32(01)N/25; 32(01)N/28; 32(01)N/29; 32(01)N/30; 32(01)N/30A 31A; 32(01)N/33; 32(01)N/34; 32(01)N/34A; 32(01)N/38; 32(01)N/39; 32(01)N/40; 32(01)N/41; 32(01)N/42; 32(01)N/44; 32(01)N/45; 32(01)N/48; 32(01)N/49; 32(01)N/50; 32(01)N/51; 32(01)N/47; 32(01)N/46; 32(01)N/43; 32(01)N/37; 32(01)N/36; 32(01)N/35; 32(01)N/32A; 32(01)N/32; 32(01)N/31; 32(01)N/30A 31A; 32(01)N/27; 32(01)N/26; 32(01)N/22; 32(01)N/21; 32(01)P/09R; 32(01)P/10; 32(01)P/11B; 32(01)U/05; 32(01)O/05; 32(01)O/6A; 32(01)O/08; 32(01)O/09; 32(01)O/11A; 32(01)O/13A; 32(01)O/14, and are more particularly described in the application and maps on file with the City’s Community Development Department; and,

WHEREAS, the Planning Commission of the City of Martinsville duly advertised and held a public hearing on the proposed rezoning on the 15th day of September, 2025, and recommended approval; and,

WHEREAS, the City Council of the City of Martinsville held a duly advertised public hearing on the proposed rezoning on October 14, 2025, pursuant to Virginia Code § 15.2-2285; and,

WHEREAS, the City Council finds that the proposed rezoning is consistent with the City’s Comprehensive Plan and serves the public necessity, convenience, general welfare, and good zoning practice;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Martinsville, Virginia, that the zoning classification of the properties described in the rezoning application is hereby

amended from C-C, Commercial Corridor District, C-N, Neighborhood Commercial District, and ED-I, Economic Development Intensive, to R-T, Residential Transitional.

Date of Adoption: _____

Recorded Roll Call Votes:

Mayor L.C. Jones:	_____
Vice Mayor Kathy Lawson:	_____
Council Member Aaron Rawls:	_____
Council Member Julian Mei:	_____
Council Member Rayshaun Gravely:	_____

ATTEST:

City Clerk

ORDINANCE NO. 2025-12

ORDINANCE TO REZONE THE PROPERTY LOCATED AT 500 BLUE RIDGE STREET FROM C-C (COMMERCIAL CORRIDOR) TO R-T (RESIDENTIAL TRANSITIONAL)

WHEREAS, the City of Martinsville, Virginia (the “City”), intends to rezone the property located at 500 Blue Ridge Street, currently zoned C-C (Commercial Corridor) to R-T (Residential Transitional); and,

WHEREAS, the purpose of the rezoning is to permit the construction of both residential and commercial uses, which would align the zoning classification with the actual land use and current development patterns in the surrounding vicinity; and,

WHEREAS, the property proposed for rezoning is commonly known as 500 Blue Ridge Street and having tax map numbers 37(01)00/07A) (the “Subject Property”) as more particularly described in the application and maps on file with the City’s Community Development Department; and,

WHEREAS, the Planning Commission of the City of Martinsville duly advertised and held a public hearing on the proposed rezoning on the ____ day of ____, 2025, and recommended approval; and,

WHEREAS, the City Council of the City of Martinsville held a duly advertised public hearing on the proposed rezoning on October 14, 2025, pursuant to Virginia Code § 15.2-2285; and,

WHEREAS, the City Council finds that the proposed rezoning is consistent with the City’s Comprehensive Plan and serves the public necessity, convenience, general welfare, and good zoning practice;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Martinsville, Virginia, that the zoning classification of the properties described in the rezoning application is hereby amended from C-C (Commercial Corridor), to R-T Residential Transitional.

Date of Adoption: _____

Recorded Roll Call Votes:

Mayor L.C. Jones: _____

Vice Mayor Kathy Lawson: _____

Council Member Aaron Rawls: _____

Council Member Julian Mei: _____

Council Member Rayshaun Gravely: _____

ATTEST:

City Clerk



STAFF REPORT

TO: City Council

FROM: Richard Stanfield, Chief Financial Officer

SUBJECT: Hold a Public Hearing for and Discuss and Consider FY25 and FY26 Appropriations Ordinance

STAFF/ DEPARTMENT RESPONSIBLE: Budget

MEETING DATE: October 28, 2025

BACKGROUND/HISTORY:

This amendment increases total appropriations across several City funds to account for new grants, state funding, and approved projects. The majority of the changes are offset by new revenue sources. No tax rate increase is required.

SECTION 1. GENERAL FUND

The Fiscal Year 2024–2025 General Fund expenditure budget shall be increased by Three Hundred Sixteen Thousand Five Hundred Five Dollars (\$316,505).

SECTION 2. STREETS BUDGET

The Fiscal Year 2024–2025 Streets Fund expenditure budget shall be increased by Two Million Nine Hundred Eighty-Five Thousand One Hundred Eight Dollars (\$2,985,108).

The Fiscal Year 2024–2025 Streets Fund revenue budget shall be increased by One Hundred Seventy-Four Thousand Nine Hundred Twenty-Six Dollars (\$174,926).

SECTION 3. YOUTH ADVISORY COMMITTEE

The Fiscal Year 2025–2026 Youth Advisory Committee expenditure budget shall be increased by Fifteen Thousand Dollars (\$15,000) due to the receipt of the Project Hope Grant.

The Fiscal Year 2025–2026 Youth Advisory Committee revenue budget shall be increased by Fifteen Thousand Dollars (\$15,000) due to the receipt of the Project Hope Grant.

SECTION 4. FIRE PROGRAMS FUND

The Fiscal Year 2025–2026 Fire Programs Fund revenue and expenditure budgets shall each be increased by Twenty Thousand Four Hundred Fifty-Seven Dollars (\$20,457).

SECTION 5. RESCUE SQUAD ASSISTANCE FUND

The Fiscal Year 2025–2026 Rescue Squad Assistance Fund revenue and expenditure budgets shall each be increased by Ten Thousand Nine Hundred Fifty-Five Dollars (\$10,955).

SECTION 6. STORMWATER FUND

The Fiscal Year 2025–2026 Stormwater Fund expenditure budget shall be increased by Four Hundred Twenty Thousand Six Hundred Twenty Dollars (\$420,620).

First Reading and Public Hearing: 10/28/25

Second Reading: 11/18/25

POLICY EXPLANATION:

Virginia Code § 15.2-950. Appropriations.

A locality may make appropriations for the purposes for which it is empowered to levy taxes and make assessments, for the support of the locality, for the performance of its functions, and the accomplishment of all other lawful purposes and objectives, subject to such limitations as may be imposed by law.

Code 1950, § 15-77.6; 1958, c. 328; 1962, c. 623, § 15.1-842; 1997, c. 587.

FISCAL IMPACT/FUNDING SOURCE:

This amendment increases total appropriations across several City funds to account for new grants, state funding, and approved projects. The majority of the changes are offset by new revenue sources. No tax rate increase is required.

Available Budget: Not Applicable

Purchase Amount: Not Applicable

ACTION REQUESTED/ALTERNATIVES

City Council Hold a Public Hearing for Ordinance and City Council Approve Appropriations on First Reading.

ATTACHMENTS:

1.	ORDINANCE NO. 2025 -13
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ORDINANCE NO. 2025-13

ORDINANCE AMENDING THE CITY BUDGET FOR FISCAL YEAR 2024–2025

AND FISCAL YEAR 2025–2026

WHEREAS, in accordance with the provisions of §§ 15.2-2507 and 15.2-1427 of the *Code of Virginia (1950), as amended*, the Martinsville City Council has duly advertised and conducted a public hearing on October 28, 2025, at 7:00 P.M. in Council Chambers at the Martinsville Municipal Building to consider amendments to the City’s budget for Fiscal Year 2024–2025 and Fiscal Year 2025–2026; and

WHEREAS, the Council has determined that it is necessary to amend certain revenue and expenditure items to properly account for additional funding and operational needs;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Martinsville, Virginia that the Fiscal Year 2024–2025 and Fiscal Year 2025–2026 budgets be, and hereby are, amended as follows:

SECTION 1. GENERAL FUND

The Fiscal Year 2024–2025 General Fund expenditure budget shall be increased by Three Hundred Sixteen Thousand Five Hundred Five Dollars (\$316,505).

SECTION 2. STREETS BUDGET

The Fiscal Year 2024–2025 Streets Fund expenditure budget shall be increased by Two Million Nine Hundred Eighty-Five Thousand One Hundred Eight Dollars (\$2,985,108).

The Fiscal Year 2024–2025 Streets Fund revenue budget shall be increased by One Hundred Seventy-Four Thousand Nine Hundred Twenty-Six Dollars (\$174,926).

SECTION 3. YOUTH ADVISORY COMMITTEE

The Fiscal Year 2024–2025 Youth Advisory Committee expenditure budget shall be increased by Fifteen Thousand Dollars (\$15,000).

The Fiscal Year 2024–2025 Youth Advisory Committee revenue budget shall be increased by Fifteen Thousand Dollars (\$15,000).

SECTION 4. FIRE PROGRAMS FUND

The Fiscal Year 2024–2025 Fire Programs Fund revenue and expenditure budgets shall each be increased by Twenty Thousand Four Hundred Fifty-Seven Dollars (\$20,457).

SECTION 5. RESCUE SQUAD ASSISTANCE FUND

The Fiscal Year 2024–2025 Rescue Squad Assistance Fund revenue and expenditure budgets shall each be increased by Ten Thousand Nine Hundred Fifty-Five Dollars (\$10,955).

SECTION 6. STORMWATER FUND

The Fiscal Year 2024–2025 Stormwater Fund expenditure budget shall be increased by Four Hundred Twenty Thousand Six Hundred Twenty Dollars (\$420,620).

This ordinance shall take effect immediately upon adoption.

Date of Adoption:

Recorded Roll Call Votes:

Aye

Nay

Abstain

Absent

ATTEST:

Deputy City Clerk



STAFF REPORT

TO: City Council

FROM: Kris Bridges, Building Official

SUBJECT: Martinsville Redevelopment and Housing Authority Discuss and Consider transferring ownership of property located at the corner of Beaver and Fayette Streets from Martinsville Redevelopment & Housing Authority to West Piedmont Planning District Commission for the purpose of developing a neighborhood housing project

STAFF/ DEPARTMENT RESPONSIBLE: Community Development

MEETING DATE: October 28, 2025

BACKGROUND/HISTORY:

Presented by Sean Campbell, Deputy Director, West Piedmont Planning District Commission

At the April 9, 2024 Council meeting, the Martinsville Redevelopment and Housing Authority unanimously agreed to grant West Piedmont PDC a one-year option agreement to acquire certain property owned by the Housing Authority at the northeast corner of West Fayette and Beaver Streets. The specific locations and a parcel map are included as attachments. Even though the option agreement itself was signed by all parties, the option was never exercised as outlined in Section 5 of the agreement and subsequently expired on April 8, 2025. West Piedmont PDC is now prepared to move forward with the project and is requesting the Housing Authority to consider transferring the properties noted.

Preliminary layouts of a proposed housing development allow for 7 to 9 units, depending on lot configurations and design of an internal alley to access parcels. WPPDC is also discussing this project with the Harvest Foundation to possibly use this as part of the Community Land Trust.

POLICY EXPLANATION:

Virginia Code § 36.19.4 Enumeration of Powers (of Housing Authorities)

In connection with any housing project: to lease or rent any dwelling, houses, accommodations, lands, buildings, structures or facilities embraced in any housing project and (subject to the limitations contained in this chapter) to establish and revise the rents or charges therefor; to own, hold, and improve real or personal property; to purchase, lease, obtain options upon, acquire by gift, grant, bequest, devise, or otherwise any real or personal property or any interest therein; to acquire by the exercise of the power of eminent domain any real property; to sell, lease, exchange, transfer, assign, pledge or dispose of any real or personal property or any interest therein; to insure or provide for the insurance of any real or personal property or operations of

the authority against any risks or hazards, to procure or agree to the procurement of insurance or guarantees from the federal government of the payment of any bonds or parts thereof issued by an authority, including the power to pay premiums on any such insurance.

FISCAL IMPACT/FUNDING SOURCE:

The properties in question are currently owned by the Housing Authority and no tax or utility revenue is being realized by the City. Construction of 7 to 9 new houses will generate real estate tax revenue as well as revenue from City utility accounts.

Available Budget: Not applicable. No City expenditure is anticipated.

Purchase Amount: Not applicable. No City expenditure is anticipated.

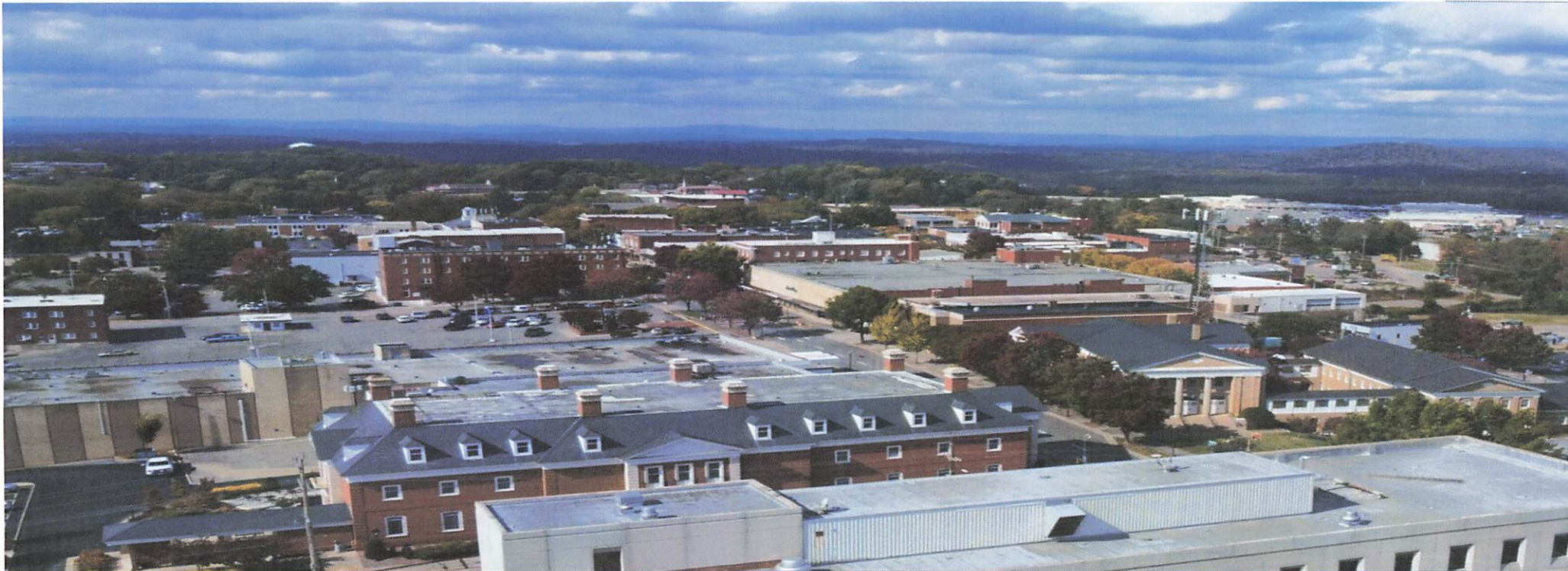
ACTION REQUESTED/ALTERNATIVES

Staff recommends transferring the property to WPPDC for the purpose noted. Since the property is owned by the Housing Authority, it will be necessary to:

1. Recess as Council (motion, second, voice vote as Council members)
2. Convene a meeting of the Martinsville Redevelopment & Housing Authority (motion, second, voice vote as Authority members)
3. Transfer the property as described to WPPDC (motion, second, voice vote as Authority members)
4. Recess as the Housing Authority (motion, second, voice vote as Authority members)
5. Reconvene as Council (motion, second, voice vote as Council members)

ATTACHMENTS:

1.	10212025 Request from WPPDC to MRHA for Optio Leon Towarnicki
2.	10212025 West Piedmont Planning District Comm Leon Towarnicki



Request from WPPDC to MRHA for Option to Acquire Public Owned Property on W. Fayette Street and Beaver Street

April 9, 2024



Purpose

- The West Piedmont Planning District Commission is requesting an option agreement with the Martinsville Redevelopment and Housing Authority for 4 publicly owned parcels on West Fayette Street and 3 parcels on Beaver Street for the purpose of developing 5-7 single-family housing units.
 - The option agreement allows 1 year for due diligence and predevelopment work.
 - WPPDC proposes a mix of two- and three-bedroom homes for single family ownership, with a mix of conventional stick-built construction and modular homes as allowed in the City's Zoning Ordinance. All parcels are currently zoned C-N (Commercial Neighborhood) with single-family homes allowed as a use by right.
 - The units will be offered exclusively to households with income at 80% or less of the Area Median Income for Martinsville for 60 days after a Certificate of Occupancy is issued. After 60 days, the units would be available to any buyer regardless of income.
 - The recently completed 2024 WPPDC Regional Housing Study concluded that the highest demand for housing in Martinsville is for 2-3 bedroom housing units.
 - WPPDC will use multiple funding sources to complete this project, but has not indicated the need for any funds from the City.
-



West Piedmont Planning District Commission

P.O. Box 5268
Martinsville, VA 24115-5268
Phone: (276) 638-3987
Fax: (276) 638-8137
e-mail: staff@wppdc.org

Serving Franklin, Henry, Patrick, and Pittsylvania Counties - Cities of Danville and Martinsville - Town of Rocky Mount - Since 1970

Martinsville Acquisition and Development Proposal

The West Piedmont Planning District Commission (WPPDC) requests that the Martinsville Redevelopment and Housing Authority (MRHA) consider entering into a purchase option agreement for the following properties currently owned by the Martinsville Redevelopment and Housing Authority.

1. 744 Lot W. Fayette St Lot 1 & 2
2. 740 Lot W. Fayette St A, B, C, D
3. 732 Lot W. Fayette St E, F, G, H, I, J, K, L
4. 730 Lot W. Fayette St
5. 115 Lot Beaver St
6. 113 Lot Beaver St
7. 111 lot Beaver St

WPPDC proposes that the MRHA agree to transfer ownership of these properties to the WPPDC for \$1.00 per parcel. The WPPDC will pay all costs associated with the transfer of properties. If accepted, WPPDC requests that MRHA enter into a purchase option agreement allowing WPPDC 365 days to complete predevelopment work. Predevelopment work may consist of environmental studies, title searches, site planning, traffic surveys, plot surveys, and architecture and design. If at any point during the 365 days, WPPDC determines that the project is not viable we would immediately release MRHA from the agreement.

Project Plan

WPPDC proposes to develop the properties to include between five and seven new housing units, depending on site planning. These units will be a mix of two- and three-bedroom single-family homes. The construction may be a mix of typical stick-built construction and modular homes. These units would be offered exclusively to homebuyers with an income at or below 80 percent of the Area Median Income for 60 days. After that period the units would be available at any income level.

The housing market in the city has changed drastically since 2014. The median sale price has risen from \$58,500 to \$114,450; the Median Days on the market has decreased from 158 to 69.5. This has created an environment that excludes many first-time homebuyers, even those at 120 percent of the area's median income level. According to the 2024 WPPDC Regional Housing Study, conducted by the Virginia Center for Housing Research, the highest demand for single-family housing in the City of Martinsville is two- and three-bedroom units.

WPPDC would develop these properties utilizing multiple funding sources. The Department of Housing and Community Development Acquire Renovate and Sell program would provide part of the funding for the project. Additionally, WPPDC has access to a \$500,000 line of Credit with Locus Bank and \$200,000 with local regional foundations.

Thank you for considering our request,

Sean L Campbell
WPPDC Housing Programs Director

OPTION AGREEMENT

THIS OPTION AGREEMENT (this **"Agreement"**), dated April 9, 2024, by and between MARTINSVILLE REDEVELOPMENT AND HOUSING AUTHORITY, a Virginia political subdivision (**"Seller"**), and WEST PIEDMONT PLANNING DISTRICT COMMISSION, a Virginia public body corporate and politic (**"Purchaser"**).

RECITALS:

WHEREAS, Seller is a political subdivision of the Commonwealth of Virginia and possesses the authority to make loans and grants and dispose of real property for its purposes, which include the promotion of the construction of residential buildings including affordable housing; and

WHEREAS, Purchaser is a public body corporate and politic of the Commonwealth of Virginia whose purposes include facilitating the orderly and efficient development of physical, social, and economic elements by planning, and encouraging, and assisting localities to plan for the future, including developing affordable housing and has the requisite resources and expertise to undertake at the Property (as defined below) the design, acquisition and construction of a single-family residential development of at least five new homes (stick-built and modular) to be offered exclusively to homebuyers with an income at or below eighty percent of the area median income for sixty days, after which period the units would be available at any income level (**together, the "Project"**).

WITNESSETH:

That for and in consideration of the sum of ten dollars (\$10.00), and in further consideration of the mutual promises and conditions expressed below, Seller hereby agrees to convey to Purchaser, subject to the terms, conditions and provisions hereinafter stated, that certain real property located in the City of Martinsville, Commonwealth of Virginia more particularly described on **Exhibit A** attached hereto and incorporated herein (**the "Property"**).

NOW, THEREFORE, the parties hereto agree each with the other as follows:

1. **Term.** The term of this Agreement (**the "Term"**) shall commence on the date hereof (**the "Effective Date"**) and shall continue through April 8,, 2025 (**the "Option Expiration Date"**).
2. **Inspections.** Beginning on the Effective Date, Purchaser shall have the right to enter upon and inspect the Property, at Purchaser's expense, at any reasonable time and for any purpose, at any time prior to the Closing (defined below). In connection therewith, Purchaser, its agents, employees or other representatives shall have the right to enter upon the Property for the purpose of making such surveys, engineering, topographical, grading, geological, environmental and other tests and measurements including, but not limited to, topographical and boundary surveys, title searches, soil tests, percolation tests and subsoil tests (**collectively, "Studies"**), as Purchaser deems necessary or advisable, without cost to Seller. Purchaser shall provide Seller with copies of all Studies, at no cost to Seller. Purchaser agrees to indemnify against and hold Seller harmless from any claims, demands, damages, losses, liabilities, suits, actions, costs and expenses,

including, without limitation, reasonable attorney's fees, arising out of or in connection with or related to any entry upon the Property by Purchaser, or any agents, contractors, or employees of Purchaser. If Closing does not occur, Purchaser, at its own expense, shall promptly repair any damage to the Property caused by any of its Studies. Seller agrees to provide reasonable cooperation and assistance to Purchaser in connection with any such inspections. If the results of any such inspection shall be unsatisfactory to Purchaser, in Purchaser's reasonable discretion, then Purchaser shall give written notice to Seller of such objections, and, within fifteen (15) business days of Seller's receipt of such notice, Seller shall deliver to Purchaser written notice of Seller's intention to either (i) remediate such objectionable conditions to Purchaser's reasonable satisfaction or (ii) refuse to remediate such objectionable conditions. In the event that the Seller refuses to remediate such objectionable conditions or, after notifying Purchaser of its intention to do so, fails to timely and satisfactorily remediate such conditions, then Purchaser, in its sole discretion, shall have the option of terminating this Agreement at any time prior to Closing by giving written notice to Seller. If at any point during the Term Purchaser determines that the Project is not viable, Purchaser shall immediately terminate this Agreement.

3. Seller's Representations and Warranties. Seller makes the following representations and warranties which are true as of this date and, except as caused by any act or omission of Purchaser, shall remain true at Closing:

(a) There is no pending, nor to the best knowledge of Seller, threatened, litigation or administrative proceeding by or against Seller which could adversely affect title to the Property or any part thereof, or the ability of Seller to perform any of its obligations hereunder;

(b) Seller has received no written notice of any pending action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof. Seller shall, promptly upon receiving any such notice, give Purchaser written notice thereof;

(c) Seller has received no written notice of any action, suit or proceeding pending or threatened in writing against, by or affecting Seller's right to transfer the Property or the title of the Property;

4. Purchaser's Representations and Warranties

(a) Purchaser agrees that should it exercise the Option, the Property shall be conveyed to Purchaser as-is, where-is and with all faults. The Seller makes no representation or warranty as to rights of easement, rights of way or rights of access to the Property. Any conveyance of the Property to the Purchaser shall be subject to all existing limitations, liens and clouds on title and the Purchaser shall rely on a title insurance policy to be purchased for protection in this regard.

(b) Purchaser shall not exercise the Option unless and until all of the Conveyance Conditions have been satisfied to Purchaser's satisfaction, in its sole discretion. Purchaser's exercise of the Option shall constitute waiver of any and all unsatisfied Conveyance Conditions.

(c) Purchaser represents and warrants that if it exercises the Option, no development of the Property shall occur other than construction of the Project.

(d) Purchaser represents and warrants that it will utilize multiple funding sources, including funds from the Department of Housing and Community Development Acquire Renovate and Sell program and local regional foundations. Purchaser shall provide Seller with a copy of written commitment letters by May 15, 2024.

(e) Purchaser expects that construction and development of the Project such that the Project will be complete and suitable for residential occupancy by no later than 36 months after transfer of the properties.

5. Exercise of Option. Seller hereby grants to Purchaser an irrevocable option (**the "Option"**) to cause conveyance of the Property from Seller to Purchaser on the terms and conditions set forth in this Agreement, conditioned on Purchaser exercising the Option on or before the Option Expiration Date by giving written notice to Seller of Purchaser's exercise of the Option in the manner for giving notice as provided in this Agreement. Should Purchaser fail to exercise the Option on or before midnight of the Option Expiration Date, this Agreement shall terminate and be of no force or effect, without liability of either party to the other.

6. Closing Date. The parties shall close on the conveyance of the Property on a mutually agreeable date not more than sixty (60) days following Purchaser's exercise of the Option (**the "Closing" or the "Closing Date"**).

7. Conveyance. Purchaser, subject to (a) completion of and satisfactory results from such inspections relating to the Property as it deems necessary in its full and absolute discretion, (b) receipt of such financing to finance the construction of the Project (**collectively, the "Conveyance Conditions"**), agrees that if it exercises the Option it will accept the conveyance of the Property from Seller on the terms and conditions set forth herein. Purchase price of the Property shall be one dollar (\$1.00) per tax map parcel/lot, for a total of seven dollars (\$7.00).

8. Abatement of Environmental Conditions After Conveyance. Upon Purchaser's acceptance of transfer of title, neither Purchaser, nor any assignee of Purchaser nor any subsequent purchaser or title holder of the property shall have any claims against Seller of any kind, nature or description arising from or on account of any condition of the land, subsurface waters or structures thereon or substances on such land, subsurface waters, structures or debris on such land or in the air in or on or above such property. Seller shall not be responsible for or required to pay for abatement, removal, remediation or treatment of any condition of the property caused or occasioned by the presence of any controlled or prohibited substances including environmentally hazardous materials or debris on the premises.

9. Conditions Precedent to Closing. All obligations of the Seller and the Purchaser under this Agreement are subject to the fulfillment of the following conditions precedent by the Purchaser at the Purchaser's sole cost and expense. Upon the failure or non-occurrence of any of these conditions by the Closing Date, the Seller may, at its option, terminate this Agreement with no liability to the Seller. The Purchaser shall provide the

Seller prior to Closing true and correct copies of such approvals, commitments and other documents indicating that these conditions have been fulfilled.

(a) The Purchaser shall have obtained, at its expense, all governmental permissions, permits, consents and other approvals required by law, including site plan and any other required zoning approval from the City of Martinsville, for the development of the Project at the Property.

(b) The Seller and the Purchaser shall have negotiated and agreed upon the terms of the Deed (as defined below) conveying the Property to the Purchaser, to be prepared by the Seller at its expense.

(c) The Purchaser shall have obtained at the expense of the Purchaser a commitment for an owner's title insurance policy insuring the Purchaser in relation to the conveyance of the Property from the Seller to the Purchaser in form and substance reasonably acceptable to the Purchaser **(the "Title Insurance Policy")**.

(d) The Purchaser shall have obtained a survey and legal description of the Property.

(e) Purchaser shall have paid closing costs as provided in this Agreement.

10. Title. Seller shall deliver to Purchaser at Closing a special warranty deed in recordable form with all required excise stamps affixed conveying marketable, fee simple title, free and clear of all liens and encumbrances, save and except only exceptions, easements and restrictions as shown in the Title Insurance Policy **(the "Deed")**.

11. Closing Costs. At Closing, Purchaser shall pay all closing costs related to the conveyance of the Property to Purchaser, other than the cost of the Deed preparation and any counsel fees for counsel employed or retained by Seller. Purchaser shall pay for the title examination, Title Insurance Policy, survey, recording taxes and fees, for any counsel fees Purchaser incurs in relation to the transactions contemplated by this Agreement for any other due diligence desired by Purchaser and all other costs to accomplish or related to the Closing. General and special real estate taxes, assessments and other state, county or city taxes affecting the Property shall be prorated as of the date of Closing based upon the amount of the most recent ascertainable taxes for the Property.

12. Possession. Possession of the Property shall be delivered to Purchaser at Closing.

13. Notices. Any notice or other communications hereunder shall be in writing and shall be deemed to have been given (unless otherwise set forth herein), if delivered in person, deposited with an overnight express agency, fees prepaid, or mailed by United States express, certified or registered mail, postage prepaid, return receipt requested, to the other party at the following addresses, or to such other address as shall be later provided in writing by one party to the other:

As to Seller:

City Manager
City of Martinsville
55 W. Church Street

Martinsville, VA 24112

As to Purchaser:

West Piedmont Planning District Commission
P.O. Box 5268
Martinsville, VA 24115
Attn: Executive Director

14. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all the parties. Any and all references herein to the Seller or Purchaser shall be deemed to include their respective successors or permitted assigns.
15. No Assignment. The rights of Purchaser hereunder may not be assigned at any time by Purchaser.
16. Governing Law. This Agreement shall be governed in all respects by and construed under the laws of the Commonwealth of Virginia.
17. Failure to Close. In the event Seller wrongfully fails to consummate the Closing and convey the Property as provided herein, Purchaser shall be entitled to seek enforcement of this Agreement by specific performance. In the event Purchaser fails to perform any of its obligations under this Agreement, then the Seller will be entitled to terminate this Agreement (as well as the Loan Agreement and the agreements attached thereto) upon written notice to Purchaser in which event no party hereto will have any further rights or obligations under this Agreement.
18. Miscellaneous. No term or condition of this Agreement will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. This Agreement constitutes the entire agreement of the parties which incorporates and supersedes all prior written and oral understandings. This Agreement shall be binding upon, and inure to the benefit of, the parties, their heirs, executors, personal representatives, nominees, successors or assigns.
19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

[SEPARATE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Purchaser, intending to be legally bound,
have executed this Agreement as of the day and year first above written.

SELLER:

MARTINSVILLE REDEVELOPMENT AND
HOUSING AUTHORITY,
a Virginia political subdivision

By: _____

Name:

Title: Executive Director

PURCHASER:

WEST PIEDMONT PLANNING
DISTRICT COMMISSION,
a Virginia public body corporate and politic

By: _____

Name:

Title: _____

EXHIBIT A

Legal Descriptions –

WPPDC Fayette & Beaver Project Area

