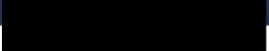


April 9, 2024 Council Meeting

A Work Session was held at 5:00 pm on April 9, 2024, in Room 208, Conference Room, Municipal Building. Mayor Jones, Vice Mayor Rawls, Council Member Lawson, Council Member Pearson, Council Member Mitchell, City Manager Aretha Ferrell-Benavides, Deputy Clerk of Council Richard Phipps, Chief Operating Officer Edena Reese-Atmore, Public Information Officer Kendall Davis, Finance Director Mandy McGhee, Assistant Finance Director Crystal Ferguson, IT Director Matthew Eggleston, and MiNET Director Mike Scaffidi were in attendance. Attorney Stephen Durbin participated by Zoom.

Discussion was held regarding minutes from previous meetings and the resolution adopting April as Fair Housing Month.

Matt Eggleston presented a PowerPoint presentation and quarterly update on Information Technology.

 Information Technology Council Presentation 2024-04-09  Martinsville A CITY WITHOUT LIMITS	Mission Statement Our mission is to build a secure and reliable Information Technology foundation that supports and protects the investments made by the City of Martinsville, as well as to strengthen and elevate the IT infrastructure of each department. City of Martinsville A CITY WITHOUT LIMITS 2
Current Milestones • Created the foundation of a service desk (helpdesk) system • Phone • 276-403-5108 • Service Desk software (Zoho) • Knowledge Base City of Martinsville A CITY WITHOUT LIMITS 3	 Maintain & Observe  Martinsville A CITY WITHOUT LIMITS 4

April 9, 2024 Council Meeting

Fundamentals



5

What are those fundamentals?

- Buildup of the IT department
- Policies
 - Cybersecurity
 - Revamped Disaster Recovery
- Infrastructure changes
 - Device Management (Intune) (APD)
 - Device encryption (BitLocker)



6

How do we get there?





Implement Helpdesk



Establish Tier 2



Implement Roadmap



Ever-Improving Infrastructure



7

What is suggested soon?



8

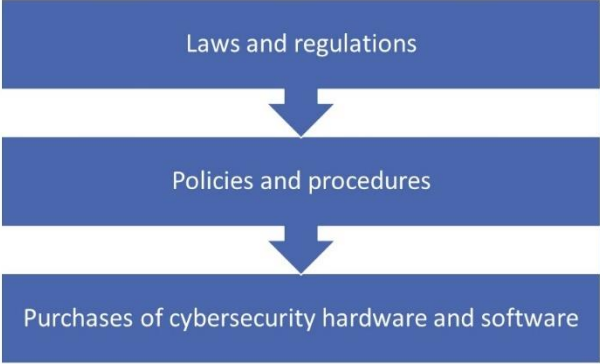
Improvements to the Network Infrastructure

- Upgrade the network core infrastructure
- Estimates for templates of the following sites are complete
 - City Hall – Core/Access
 - Warehouse – Core/Access
 - Remote (Sewer) – Access
 - Wireless Access Points (Cloud-based)
- Why should we fund this?
 - Foundation of any IT infrastructure
 - Reliability
 - Redundancy
 - Security
- How to fund quickly?
 - ARPA through a phased approach



9

Start to invest in Cybersecurity



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graph TD; A[Laws and regulations] --> B[Policies and procedures]; B --> C[Purchases of cybersecurity hardware and software];
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10

Mike Scaffidi and Nancy Sherman presented a PowerPoint presentation and quarterly update on Telecommunications.

April 9, 2024 Council Meeting



MINet Solutions

April 1, 2024 Telecommunications Update

M Martinsville
A CITY WITHOUT LIMITS

STAFF AT A GLANCE

Administration

- Telecom Director
- Plant Manager
- Accounts Manager

Technical Assistance

- Network Engineer
- 2 – Network Technician Sr.
- Construction Supervisor
- 3 - Network Technician

A CITY WITHOUT LIMITS

City of Martinsville

INVOICING: January VS March

- Yearly
- Quarterly
- Monthly

Monthly Invoicing	Customers	Invoicing
January	333	\$127,577
February	345	\$130,862
March	354	\$ 131,327
Net MO. Increase (January-March)	21	\$3,750

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City of Martinsville

FUNDING RESOURCES

- MINet Net Gains
 - Utilize a portion of the net profit after each fiscal year
- ARPA Funding
 - \$800,000
 - Forest Park PON build out
- ARC Funding (October award date)
 - Home Business Builds in the West End & North Side regions
 - \$700,000
 - \$210,000 (Matching Funds)
- ARC Funding (January award date)
 - Due April 12, 2024
 - Home Business Builds in the South Side and East End regions
 - \$2,500,000
 - \$ 750,000 (Matching Funds)

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City of Martinsville

ARPA FUNDING

- Bids and RFP
 - Labor to place optics in the area
 - RFP due April 17, 2024
 - Various Materials: Splitter – ADTRAN PON – Cables
 - RFP and Bids currently due and being evaluated
- Construction Begins
 - May 10, 2024
 - Contractor will be selected and work is expected to begin May 10, 2024
 - Zone 7 completion date is expected near October 1, 2024

Month	New Customers	Invoicing
January 2025	243	\$20,655
April 2025	545	\$46,345
July 2025	720	\$61,200
Total Expected Funding (year)	-	\$734,000

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City of Martinsville

MOVING FORWARD

- All MINet staff are now Certified Fiber Optic Technicians
- MINet begins paperless billing process
 - 55 customers signed up
- Self-service online billing app (reviewing)
 - Ties into MUNIS
 - Allows customers to view Details of the bill
- **Aggressively** seeking an update to our website
- **Aggressively** reviewing a marketing plan
 - Essential to the Area 7 build
- Reviewing the impact Area 7 will have on the current staff

A CITY WITHOUT LIMITS

City of Martinsville

City Council Executive Session began at 6:00 PM. In accordance with the Code of Virginia, Title 2.2 Chapter 37, Freedom of Information Act to discuss the following: (1) 2.2-3711.A.1: Discussion consideration, or interviews of prospective candidates for employment, assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body, concerning Board and Commission appointment/reappointments and the City Attorney recruitment, (2) 2.2-3711.A.3: Discussion or consideration of the acquisition of real property for a public purpose or disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, concerning the Option Agreement for West Piedmont Planning District Commission to acquire property on W. Fayette Street and Beaver Street from the Martinsville Housing and Redevelopment Authority, and (3) 2.2-3711.A.7: Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where consultation in open meeting would adversely affect the City's negotiation or litigating posture, concerning the deliberation on proposal related to

April 9, 2024 Council Meeting

previous employee litigation. At the conclusion of Closed Session, each returning member of Council certified that (1) only public business matters exempt from open meeting requirements were discussed in said Closed Session; and (2) only those business matters identified in the motion convening the Closed Session were heard, discussed, or considered during the meeting. A motion was made by Council Member Lawson; seconded by Council Member Pearson with the following 5-0 recorded vote in favor to return to Open Session: Council Member Lawson, aye; Mayor Jones, aye; Council Member Mitchell, aye; Vice Mayor Rawls, aye; and Council Member Pearson, aye.

Regular Session began at 7:00 PM with additional attendees including Clerk of Council Karen Roberts, Public Works Director Greg Maggard, and Police Chief Rob Fincher.

Call to Order – Mayor Jones welcomed everyone to the meeting, pointing out that agendas could be found in the back of the room and on the City’s website.

Pledge to the American Flag and Invocation by Council Member Lawson.

Proclamations and Presentations – Human Resources Director Travis Hodge recognized the First Quarter Service Awards.

First Name	Last Name	Location	YOS
BARRY	DAVIS	REFUSE	5
JEANNE	SHIELDS	COMMONWEALTH ATTORNEY OFFICE	5
COREY	HARBOUR	FIRE DEPARTMENT	5
ASHLEE	HANCOCK	CIRCUIT COURT	5
DOUGLAS	CASSELL	SHERIFF DEPT.	5
GLEN	HALL	COMMONWEALTH ATTORNEY	10
JOHN	TURNER	SAFETY	10
BRIAN	COLLINS	ELECTRIC INSTALLATION	10
RODNEY	SMITH	SHERIFF DEPT.	20
RICHARD	BARROW	POLICE DEPT.	25
STEPHEN	DRAPER	SHERIFF DEPT.	30

Hodge also recognized the First Quarter Retirees who will be sent a retirement gift.

First Name	Last Name	Location	YOS	Start Date	Retirement Date
TERRY	LAYMAN	WATER RESOURCES	15	8/1/2009	2/1/2024
LAWRENCE	CLARK	SHERIFF'S DEPT.	17	6/11/2007	3/1/2024
DOUG	WICKHAM	WATER RESOURCES	30	2/14/1994	2/1/2024
PATTY	EANES	LIBRARY	40	7/1/1983	3/1/2024

Consent Agenda – Lawson made a motion to approve the consent agenda including the minutes and the Resolution to adopt April as Fair Housing Month; Mitchell seconded the motion with all Council Members voting in favor.

April 9, 2024 Council Meeting



**FAIR HOUSING RESOLUTION
OF THE
MARTINSVILLE CITY COUNCIL**

WHEREAS, the City of Martinsville strives to promote principles of Equal Housing Opportunity by prohibiting discrimination practices in the sale, rental and financing of housing and in implementing its housing and community development programs in a manner to affirmatively further the purposes of the fair housing laws; and

WHEREAS, the basis for discrimination outlawed by the federal and state fair housing acts are race, color, sex, religion, national origin, handicap, age and familial status; and

WHEREAS, the City of Martinsville believes persons of similar income levels should have available to them a like range of housing opportunities and will work to promote equality and freedom of choice; now, therefore,

BE IT RESOLVED by the Martinsville City Council that, on this 9th day of April 2014, in recognition of April as Fair Housing Month, it does hereby pledge to work with its citizens in pursuit of the shared goal and responsibility for providing equal housing opportunities for all persons.

Attest:

Richard Phipps III, Deputy Clerk of Council
| Special Assistant to the City Manager

April 9, 2024
Date Adopted

Regular Agenda or new business – Consider readoption of Nuisance Code Ordinance – Community Development Director Keith Holland explained the need for a second approval. In February the ordinance was brought to Council for approval; unfortunately, during the second reading Council was given an outdated copy of the ordinance by mistake. Holland is requesting a second reading of the correct ordinance 2024-01. Vice Mayor Rawls made a motion to ratify and adopt the corrected ordinance in hand that was discussed originally on February 13, 2024; Council Member Lawson seconded the motion with all Council Members voting in favor.

April 9, 2024 Council Meeting

City of Martinsville, Virginia Ordinance No. 2024-1 BE IT ORDAINED by the Council of the City of Martinsville, Virginia, in Regular Session held February 27, 2024 that Sections 13-37, 15.5-21 and 15.5-22 of the Code of the City of Martinsville be amended to hereafter read as follows: Sec. 13-37. Excessive growth of grass, weeds, etc., on vacant property. (a) It shall be the duty of the owner of any parcel of land in the city to cut or cause to be cut all grass, weeds or like vegetative growth so that such growth at no time exceeds a height of eighteen (18) inches above the ground unless such growth, due to unusual physical characteristics of the property is deemed by the director of public works to not create a potential threat to public health or safety; and it shall be the duty of the owner of any legally established lot situated in the city fronting a city-maintained public street to cut thereon any weeds, brush, grass or like vegetative growth if an occupied building or residence is situated on an adjacent lot, subject to the following: (1) All grass, weeds or like vegetative growth shall be cut so that no such growth exceeds at any time a height of ten (10) inches above ground for a depth of eighty (80) feet from the street line measured at ninety (90) degrees with the street line; and (2) Such vegetative growth shall be cut as often as necessary to comply with the standards stated herein, which shall be no less frequent than two (2) times per year between May 15 and June 15; and between August 1 and September 1. The director of public works may grant a variance from these requirements if, in his opinion, steep slopes or terrain make it impractical to cut such vegetative growth as described above provided that the intent of these requirements is complied with. Should the owner of any such property fail or refuse to abide by this requirement, the director of public works shall give a written notice to such owner requiring him to cut or have cut such grass, weeds or vegetative growth within fifteen (15) days after the date of the notice. (b) The notice referred to in subsection (a) above shall be given to the owner by personally serving a copy of such notice on the owner or his agent or by mailing a copy to the owner at his last known post office address by registered or certified mail, return receipt requested, or if the owner or his address is unknown, by publication of such notice in a newspaper of general circulation in the city once per week for two (2) successive weeks. A copy of such notice sent to the owner by registered or certified mail at the address of such owner listed on the land books of the city shall be deemed sufficient and equivalent to notice having been received by the owner, regardless of whether such copy is returned undelivered or not. (c) Upon the failure or refusal of the owner, after serving of the notice pursuant to this section, to cut or cause to be cut the grass, weeds or vegetative growth within the time provided, the director of public works may have the necessary work done by city employees or city agents under contract. All of the actual costs and expenses of such work, plus the cost of serving the notice, shall be chargeable to and paid by the owner of the property. Any bill sent to the owner which is not paid within thirty (30) days shall be transmitted to the city treasurer, who shall include such bill in the next regular real estate tax bill sent to the owner. Every such charge with which the owner has been assessed and which remains unpaid after the deadline for the payment of the next installment of real estate taxes shall constitute a lien against such property; provided, however, that such lien shall be recorded in the same manner as liens for real estate taxes are recorded. It shall be the duty of the city treasurer to assure the proper recording of any such lien. (d) The failure or refusal of any property owner to comply with the terms of any notice to cut grass, weeds or other growth served pursuant to this section shall constitute a Class 4 misdemeanor. In any prosecution, there shall be a rebuttable presumption that any growth exceeding three (3) feet in height creates a potential threat to public health or safety. Page 1 of 3	(e) Nothing in this section shall be construed to require the cutting of any tree or ornamental shrubbery, unless it is creating a safety hazard. (f) In the event that the director of public works finds it necessary to abate violations of this section in accordance with subsection (c) herein, upon the fourth such abatement within a calendar year for any specific parcel the director of public works may have such property reseeded in non-invasive clover or other non-invasive, low-growth vegetative cover as the director deems appropriate. Charter reference(s)—Authority of city to require premises be kept clean, sanitary and free from weeds, Ch. 1, § 2(20). Cross reference(s)—Penalty for Class 4 misdemeanor, § 1-11; removal or screening of accumulations of waste material on private property, § 18-2. State law reference(s)—Authority for above section, Code of Virginia, §§ 15.2-901, 15.2-1115. Sec. 15.5-21. Nuisances prohibited; term defined. It shall be unlawful for the owner or owners, occupant or occupants of any property or premises located in the city to create, cause, or permit the continuation of any nuisance. The term "nuisance" to include, without limitation, the examples set forth as follows: (1) Any condition which is breeding ground or harbor for mosquitoes or a breeding ground for rats or other pests. (2) Any place of weeds, grass or other noxious vegetation over ten (10) inches in height that is within fifty (50) feet of an inhabited residence or other occupied structure. (3) An open place of collection of water where insects tend to breed. For the purposes of this chapter, an "open place of collection of water" shall be held to mean and be that contained in ditches, pools, ponds (natural or artificial), excavations, holes, depressions, open cesspools, privy vaults, fountains, cisterns, tanks, shallow wells, barrels, troughs, urns, cans, boxes, bottles, tubs, buckets, partially disassembled vehicles, defective house roof gutters, tanks of flush closets or similar containers. (4) An open place of combustible items such as mattresses, boxes, paper, automobile tires and tubes, garbage, trash, refuse, brush, debris from the clearing or grading of lots, old clothes, rags or any other combustible materials or objects of a like nature. (5) An open place of collection of garbage, food waste, animal waste or other rotten or putrescible matter of any kind. (6) Any furniture, appliance or other metal products of any kind or nature openly kept which have rough or jagged edges of metal or glass. (7) Any furniture or other articles not specifically intended for outdoor use or exposure to the elements and which would tend to absorb or retain moisture thereby attracting insects, pests or vermin. (8) Any accumulation of rubbish, trash, old building materials or junk causing or threatening to cause a fire hazard, or causing or threatening to cause the accumulation of stagnant water, or causing or threatening to cause the inhabitation of mice, snakes or vermin of any kind which may be dangerous or prejudicial to the public health. (9) Any condition detrimental to the public health which violates the rules and regulations of the health department. The code official heretofore designated by council to enforce the building maintenance code in the city and alternatively the city attorney are hereby vested with discretionary authority to decline to undertake enforcement Page 2 of 3
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of this section with respect to nuisances which are (a) deemed to be of a private nature between neighboring property owners, or (b) deemed not to constitute a public nuisance, or (c) not visible to the unaided eye from street or ground level outside the boundaries of the property on which the subject nuisance exists. Sec. 15.5-22. Notice of abatement; correction by city. (a) Whenever it shall be reported to the code official heretofore designated by council to enforce the building maintenance code in the city that there exists on any lot or parcel of land in the city any such nuisance, he shall forthwith give the owner or owners, occupant or occupants of said premises written notice to promptly remove, raze, or abate such nuisance and specify a reasonable time for such discontinuance or abatement. The council conclusively finds that three (3) days from the receipt of such notice is a reasonable amount of time for completion of removal razing or abatement of any nuisance, and also finds any longer period prescribed by the notifying official to be reasonable. Such notice shall be in writing and shall be served upon the owner or owners, occupant or occupants by mailing a copy thereof to the last known post office address of said person or persons, or by delivery in person or by delivering it and leaving it in possession of any person in charge of the premises, or by posting the notice in a conspicuous place on the premises if such person or persons cannot be found on said premises; and if the person or persons receiving the notice to abate fail to comply within the given period of time, the code official shall cause the corrections to be made, either through other city agencies or by contract or arrangement with private persons, and charge and collect the cost thereof from the owner or owners, occupant or occupants of the property affected in any manner provided by law for the collection of state or local taxes. (b) In the event that the director of public works finds it necessary to abate violations of section 15.5-21 of the city code in accordance with subsection (a) herein, upon the fourth such abatement within a calendar year for any specific parcel the director of public works may have such property reseeded in non-invasive clover or other non-invasive, low-growth vegetative cover as the director deems appropriate. ***** Attest: Karen Roberts, Clerk of Council Page 3 of 3

Presentation and consider proposed policy for Murals and Public Art – Community Development Director Keith Holland explained the need for the proposed mural policy. Council Member Pearson requested additional time to review the policy and asked that this item be

April 9, 2024 Council Meeting

tabled until the April 23 Council meeting. Holland said surrounding areas were looked at when designing the policy. Mayor Jones questioned the timetable for a business to get approval and suggested that be added to the policy in case of grants and funding.

Murals & Public Art Review Policy for the City of Martinsville Purpose: The City of Martinsville encourages the use of art as a way to engage residents and visitors, create community identity and highlight creativity. The display of murals and public art also assists in supporting the city's arts, tourism, and economic initiatives. The purpose of this policy is to strengthen the role of the City as a facilitator for the display of art in public spaces and implement an appropriate review process for public art. For the purpose of this policy, public art is defined as any work of art or structural design element, including installations, sculptures, and murals, that are situated and visible in a public place and open for the public to experience, regardless of whether or not it is on public or private property. Goals: The City of Martinsville strives to use murals and public art to obtain the following community goals: 1) To foster the public's understanding and enjoyment of public art; 2) Integrate public art into all aspects of the community and make it available to everyone; 3) Create distinct places and attractive spaces to be enjoyed by city residents; 4) To highlight the efforts of local artists and make Martinsville a haven for artists to work, live, and thrive in the community. Review Process: Proposed murals and public art projects in the City of Martinsville must be reviewed and approved by the appropriate city board prior to project implementation. The Architectural Review Board (ARB) reviews murals/public art that are proposed within the Historic District boundaries. The Arts & Cultural Committee (ACC) reviews murals/public art in areas of the city that are not located within the Historic District. Murals & Public Art in Designated Historic Districts Architectural Review Board (ARB) The Architectural Review Board, or ARB, is responsible for reviewing and approving any exterior alterations to properties located within the boundaries of the city's historic district. The ARB does not review the content of the art, but instead review how the proposed art installations will impact historic architecture and the overall character of the historic district. The City of Martinsville Zoning Ordinance designates the exterior painting of historic structures resulting in a non-similar color, such as mural art, as a substantial alteration requiring the issuance of a Certificate of Appropriateness by the ARB. The painting of mural art on small building elements, such as individual bricks and utility appurtenances (such as downspouts) will not be considered a substantial alteration. The ARB does not review art-based projects on public property that are temporary installations such as rotating public art exhibits.	April 3, 2024 Murals & Public Art in Non-Historic Districts Arts & Cultural Committee (ACC) The Arts & Cultural Committee, or ACC, is responsible for reviewing and approving any public art projects located in any area of the city that is <u>not</u> designated as historic. General responsibilities of the ACC include: 1) Facilitating public art in public buildings and spaces; 2) Guiding the subject matter and direction of public art projects; 3) Developing procedures for selection of art and artists, to include input from the public and city staff; 4) Making recommendations to City Council on public art policy and acquisitions of works of art; 5) Advancing the city as an "arts destination" and attracting artists, cultural tourism, and economic development through public art. The ARB and ACC will use the following criteria when reviewing a mural or other form of public art: Review Criteria of Murals: A. Location 1) Murals must be painted on side or rear walls of the building and not on its primary façade or above roof line. 2) Existing historically significant murals cannot be painted over unless being rehabilitated. 3) The number of murals will be limited to no more than three (3) murals per city block. 4) The installation of a mural should compliment and enhance the building and be incorporated architecturally into the façade. 5) The location of the mural on the building should not cover or detract from significant architectural features or character defining design. B. Design & Materials 1) The scale of the mural should be appropriate to the building and the site. 2) The theme of the mural should be appropriate within the context of the surrounding neighborhood and complement the existing character. 3) The mural should be an original design. 4) A color palette should be used that compliments the colors or architecture found on the property and the streetscape. 5) The sponsor and/or artist's names may be incorporated but should be discreet and not exceed five percent (5%) of the design or two (2) square feet of the area, whichever is less. 6) Artists should use paints and materials that will not chemically corrode nor compromise the integrity of the building's exterior or structure. 7) All murals must be coated with a clear layer of anti-graffiti coating or sealant. 8) Paints that are reflective, neon, and/or fluorescent should not be used. 9) All costs associated with installing the mural, artist fees, and the selection of the artist will be managed by the property owner. 2 Page
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April 3, 2024 Maintenance: 1) The property owner will be responsible for proper maintenance of the mural, including peeling paint. 2) The property owner will sign a written agreement for maintenance. 3) The property owner may be contacted for mural maintenance at any time the city determines repairs or maintenance is required. General Public Art Guidelines 1) The subsequent guidelines will be applied to contributing, landmark, and non-historic structures in the same manner. 2) Alterations made to buildings within the Historic District(s) for arts-based projects should be reversible and not damage the features of historic landmarks or contributing buildings. 3) Existing historic architectural details on primary facades should not be altered, covered over, or diminished by arts-based projects. 4) Arts-based projects that include information related to a business, product or service will be considered a sign and are required to meet current zoning regulations. When an official interpretation is deemed necessary, the Director of Community Development will determine if a proposal is a mural, sculpture, or sign. Generally, arts-based projects do not include trademarks, service marks, or other markings associated with a business, profession, trade, or occupation. 5) Mechanically produced or computer-generated prints or images, including but not limited to digitally printed vinyl, are not permitted. 6) Murals or public art that is displayed in the City of Martinsville must be safe, citizen-friendly and suitable for all in the community. The ARB or the ACC will <u>not</u> approve plans for murals or public art that it considers to be unsafe, offensive, or contrary to community standards, including but not limited to: 1) Displays of nudity 2) Displays of violence or threatening imagery 3) Displays of a sexual nature or theme 4) Displays of hostility to any religion(s) 5) Displays that violate copyright/trademark laws 6) Displays that desecrate the American flag or other revered objects 7) Displays that are racially or ethnically offensive. 8) Displays that are harmful or inappropriate for minors. 9) Displays that defame others. Appeals: Decisions of the Architectural Review Board and the Arts & Cultural Committee can be appealed to Martinsville City Council. City Council has the ability to overturn their decision, if they choose, and approve a mural or public art project in both the historic and non-historic districts. 3 Page
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April 9, 2024 Council Meeting

Community Development Director Keith Holland detailed the option to acquire seven partials for development with a mix of 2 and 3 bedroom single family units on the property that will be offered to home buyers that meet specific financial requirements. Multiple funding sources will be used on the project, and they are working with Nationwide Homes on the project. Mitchell questioned the option to offer the homes originally to seniors. It was decided to focus on the seniors in an upcoming project and not the W. Fayette Street location.

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,

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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.

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April 9, 2024 Council Meeting

- (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

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- 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

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- 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]

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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: _____

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April 9, 2024 Council Meeting



West Piedmont Planning District Commission

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

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

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

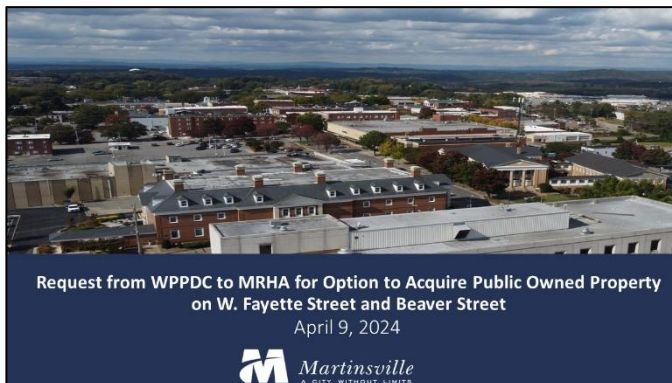
WPPDC proposes to develop the properties to include between five and seven new housing units, depending on site planning. These units will be a mix of two- and three-bedroom single-family homes. The construction may be a mix of typical stick-built construction and modular homes. These units would be 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



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.

Council Member Lawson made a motion to recess City Council and convene as Martinsville Redevelopment Housing Authority; Rawls seconded the motion with all members voting in favor. Housing Authority Vice Chair Rawls made a motion to approve the Option Agreement; Housing Authority Member Pearson seconded the agreement with the following roll call vote: Housing Authority Member Pearson, aye; Housing Authority Member Mitchell, aye; Housing Authority Vice Chair Rawls, aye; Housing Authority Chair Jones, aye; and Housing Authority Member Lawson, aye. Lawson made a motion to adjourn the Housing Authority and reconvene as Martinsville City Council; Rawls seconded the motion with the following roll call vote: Housing Authority Vice Chair Rawls, aye; Housing Authority Member Pearson, aye; Housing Authority Member Mitchell, aye; Housing Authority Chair Jones, aye; and Housing Authority Member Lawson, aye.

Presentation of the City Manager's Proposed Fiscal Year 2024-25 Operating and Capital

April 9, 2024 Council Meeting

Budget - City Manager Ferrell-Benavides presented a PowerPoint discussing the proposed operating and capital budget.

Communications from Visitors / Business from the Floor – Spencer Hairston of Terry Street said the budget report was a wonderful presentation and he hopes the citizens come together with the City to make the proposed budget work. Hairston is pleased with how things look for the City and to be a part of the community.

Comments by Members of City Council – Council Member Mitchell says he's proud of what the city is doing. Council Member Lawson reminded citizens that Saturday April 13 is Hazardous Waste Day at the PSA warehouse in Bassett. The Field of Flags is up at the intersection of Clearview and Liberty Streets to promote Child Abuse Prevention Awareness. The Methodist Church Community Center will offer a women's conference May 10; this will be a ticketed event. Lawson mentioned Uptown traffic and has received comments from residents on changes; those comments were sent to Mayor Jones, the City Manager and the Public Works Manager. She noticed last week that traffic speed had decreased with the stop signs. Vice Mayor Rawls shared that Joe Sumner of NCI would be rolling out a fiber optic certification program; City staff has already taken the program and are all certified. Rawls thanked the City Manager for the presentation. Rawls learned that Senate Bill 14 was vetoed by the Governor; this was important to school funding in the area. Mayor Jones thanked everyone for coming out and special thanks to the finance team who worked on the budget.

Public Works Manager Greg Maggard explained the Uptown stop sign/stop light changes and the procedures that were taken prior to those changes to inform Council and the public. Maggard and Council discussed options for Uptown intersections. Mayor Jones said not all Council Members were in favor of the options when the study was presented but he's thankful that action was taken to slow the traffic. Jones asked for better communication when big changes are made. Council Member Pearson requests Maggard return to Council with additional ideas. Rawls and Jones emphasized that the intersections need police enforcement. City Manager Ferrell-Benavides recommended that this topic be brought back in a Work Session.

Adjournment – Council Member Lawson made a motion to adjourn the meeting at 8:30pm.

Karen Roberts, Clerk of Council

LC Jones, Mayor