

AGENDA--CITY COUNCIL
CITY OF MARTINSVILLE, VIRGINIA

Council Chambers – Municipal Building
7:00pm Regular Session
Tuesday April 13, 2021

7:00 pm - Regular Session

Pledge to the American Flag and Invocation by Mayor Lawson

1. Approve minutes from the March 23, 2021 Council Meeting. (5 mins)
2. Consider adoption of a resolution committing the City to certain in-kind contributions related to the Pine Hall Road Community Development Block Grant Project application to the Virginia Department of Housing & Community Development. (10 mins)
3. Consider adoption of a resolution authorizing staff to execute an agreement for the City of Martinsville to participate in the statewide Virginia Water and Wastewater Agency Response Network (VA WARN). (10 mins)
4. Consider adoption of a joint Resolution with Henry County in support of construction of the Martinsville Southern Connector and to request funding for the project to be included in the upcoming Infrastructure Plan. (10 mins)
5. Read a proclamation recognizing April as Child Abuse Prevention Month. (5 mins)
6. Read and present a proclamation recognizing April 18, 2021 as National Lineman Appreciation Day. (5 mins)
7. Consider a request by the Virginia Municipal League to submit nominations for membership on the VML 2021 Policy Committees. (10 mins)
8. Consider approval of consent agenda. (5 mins)
9. Business from the Floor - CANCELLED
As a result of COVID-19 issues, business from the floor will not occur at City Council meetings until further notice. Citizens desiring to present comments for Council's consideration may do so by emailing the comments to Karen Roberts, Clerk of Council at kroberts@ci.martinsville.va.us, calling in the comments to 276-403-5182, faxing comments to 276-403-5280, or mailing comments to City of Martinsville, attn.: Karen Roberts, P.O. Drawer 1112, Martinsville, VA 24114. Comments must be received by noon, April 13 for consideration by Council at this meeting.
10. Comments by members of City Council. (5 minutes)
11. Comments by City Manager and City Attorney. (5 minutes)

Meeting Date: April 13, 2021

Item No: 1.

Department: Clerk of Council

Issue: Consider approval of minutes

Summary: None

Attachments: March 23, 2021 Council Meeting

Recommendations: Motion to approve minutes as presented.

Date: April 13, 2021

Item No: 2.

Department: Community Development

Issue: Consider adoption of a resolution committing the City to certain in-kind contributions related to the Pine Hall Road Community Development Block Grant Project application to the Virginia Department of Housing & Community Development.

Summary: The City recently submitted an application to the Department of Housing and Community Development for Community Development Block Grant funding of the Pine Hall Road Neighborhood Project. The total project is estimated to cost \$1,783,254.72 with the grant request being \$1,183,303.99, and the balance comprised of estimated City in-kind investment and private investment. The City's in-kind investment in previous block grant projects has typically consisted of street/roadway improvements, paving, curb & gutter/sidewalk, and storm drainage, as well as administrative costs, and the same will apply to this project. Adoption of the resolution will strengthen the City's application and confirm the City's in-kind contribution commitment to the project.

Attachments: Resolution.

Recommendations: Adopt resolution (voice vote).



RESOLUTION

AUTHORIZING THE PREPARATION AND FILING OF AN APPLICATION FOR COMMUNITY IMPROVEMENT GRANT FUNDS THROUGH THE VIRGINIA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the City of Martinsville, Virginia has identified revitalization of the City as a priority need through housing rehabilitation and the removal of blighting influences; and

WHEREAS the City is eligible for and wishes to apply for Virginia Community Development Block Grant (CDBG) funds in the 2021 Competitive Grant Funding cycle; and

WHEREAS, the title of the City's grant project is the Martinsville Pine Hall Neighborhood Housing Rehabilitation 2021; and

WHEREAS, the City is requesting \$1,183,303.99 Virginia Community Development Block Grant funds; and

WHEREAS, the City has obtained or will obtain \$599,944.73 in in-kind services or additional funds consisting of **\$372,069.73** in street improvements, street resurfacing and stormwater improvements as listed in the Cost Estimate Addendum dated 03-15-2021 to the Preliminary Engineering Report with the remaining funds and in-kind services consisting of the following: Investor-Owner investment **(\$39,520)**, : application to the United States Department of Agriculture (USDA) Rural Development (RD) Single Family Housing Repair Grant Program **(\$45,000 - Will Apply)**, the USDA RD Housing Preservation Grant Program **(\$19,000 - Will Apply)**, in-kind services by City staff **(\$124,355)** including but not limited to: Contract Monitoring, Legal Services, Advertising, Workshop Expenses, Clearance and Demolition, Testing (Asbestos and Lead), Permit Costs, Construction Related Soft Costs and other in-kind expenses for a total project cost of \$1,783,254.72; and

WHEREAS, the housing needs assessment and surveys identified deteriorating and dilapidated residential property as a significant problem in the targeted portion of the Pine Hall neighborhood as a blighting influence on the area; and

WHEREAS, the City of Martinsville has properly advertised and conducted public hearings on January 26, 2021 and March 9, 2021 which addressed the CDBG program and the CDBG project application, thereby meeting citizen participation requirements;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Martinsville, Virginia on this 13th day of April, 2021, that:

1. The City of Martinsville wishes to apply for a 2021 CDBG Community Improvement Grant in the amount of **\$1,183,303.99** for the Martinsville Pine Hall Neighborhood Revitalization Project; and hereby commits a total of **\$496,424.73** in City in-kind investment combined with a solicited **\$103,520** in private investment and other grant funds for a total project cost of **\$1,783,254.72** for the purpose of rehabilitating or substantially reconstructing seventeen (17) residential housing units through a Housing Rehabilitation Program, and demolishing up to 6 blighting structures.
2. The City hereby authorizes the City Manager, the City's chief administrative official, to execute and file all appropriate documents necessary for submission of the City of Martinsville's 2021 Community Development Block Grant application, and to provide such additional information as may be required by the Virginia Department of Housing and Community Development.

Kathy Lawson, Mayor

Attest: Karen Roberts, Clerk of Council

Date: April 13, 2021

Item No: 3.

Department: City Manager

Issue: Consider adoption of a resolution authorizing staff to execute an agreement for the City of Martinsville to participate in the statewide Virginia Water and Wastewater Agency Response Network (VA WARN).

Summary: The Virginia Water and Wastewater Agency Response Network has developed a mutual aid agreement for use by public and private water/waste water utilities for the purposes of requesting assistance as well as responding to such requests should emergencies arise or events occur justifying such need. Mutual aid agreements are fairly common among private/public utilities, law enforcement agencies, and emergency response agencies and provides a structured format for requesting and rendering assistance during and arising from emergency events.

The attached resolution authorizes the City Manager to execute the mutual aid agreement

Attachments: Agreement and resolution.

Recommendations: Adopt resolution (voice vote).

RESOLUTION

AUTHORIZING EXECUTION OF THE VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK MUTUAL AID AGREEMENT

WHEREAS, the National Infrastructure Protection Plan and in particular the Sector Specific Plan for the Water Sector developed by the United States Environmental Protection Agency identifies the development of a Water and Wastewater Agency Response Network in each State as an important means of helping to ensure resilient water and wastewater infrastructure in the public interest; and

WHEREAS, in furtherance of such national Water Sector plan, Virginia's longstanding, nationally-recognized professional associations known as the Virginia Section of the American Water Works Association ("VA AWWA") and the Virginia Water Environment Association ("VWEA") have jointly formed the Virginia Water and Wastewater Agency Response Network ("VA WARN") Committee to develop the EPA-recommended network and associated procedures for implementation in Virginia; and

WHEREAS, the VA WARN Committee has developed the attached form of a VA WARN Mutual Aid Agreement for use by public and private Water Sector utilities for purposes of requesting assistance and responding to such requests as well as a related form of an Event Agreement for providing assistance of a defined scope on defined terms and conditions; and

WHEREAS, this VA WARN Mutual Aid Agreement is intended to supplement and integrate with the Statewide Mutual Aid Program administered by the Virginia Department of Emergency Management, with the Emergency Management Assistance Compact, and with other mutual aid agreements of local, intrastate and interstate scope; and

WHEREAS, the City of Martinsville owns and operates water and wastewater facilities, is responsible for public water supply and wastewater management in the Commonwealth of Virginia, and is therefore eligible to participate in VA WARN and the VA WARN Mutual Aid Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Martinsville that the City Manager is hereby authorized to execute the VA WARN Mutual Aid Agreement, which is hereby approved. Adopted by the Council of the City of Martinsville this 13th day of April, 2021.

Kathy Lawson, Mayor

Attest: Karen Roberts, Clerk of Council

VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT (this “Agreement”) is made and entered into by and among the undersigned Member Utilities of the Virginia Water and Wastewater Agency Response Network, each of which is responsible for public water supply or wastewater management in the Commonwealth of Virginia.

BACKGROUND

A. The National Infrastructure Protection Plan and in particular the Sector Specific Plan for the Water Sector developed by the United States Environmental Protection Agency (“EPA”) identifies the development of a Water/Wastewater Agency Response Network in each State as an important means of helping to ensure resilient water and wastewater infrastructure in the public interest.

B. In furtherance of such national Water Sector plan, Virginia’s longstanding, nationally-recognized professional associations known as the Virginia Section of the American Water Works Association (“VA AWWA”) and the Virginia Water Environment Association (“VWEA”) have jointly formed the Virginia Water and Wastewater Agency Response Network (“VA WARN”) Committee to develop the EPA-recommended network and associated procedures for implementation in Virginia.

C. The VA WARN Committee has developed this form of Agreement for use by public and private Water Sector utilities for purposes of requesting assistance and responding to such requests.

D. This Agreement is intended to supplement and integrate with the Statewide Mutual Aid Program administered by the Virginia Department of Emergency Management, with the Emergency Management Assistance Compact, and with other mutual aid agreements of local, intrastate and interstate scope.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties hereto agree as follows:

SECTION 1 – DEFINITIONS

“ASSISTING UTILITY” means a Member Utility that elects to provide assistance in the form of personnel, equipment, materials or supplies to a Requesting Utility pursuant to an individual Event Agreement following a request for assistance under this Agreement.

“AUTHORIZED REPRESENTATIVE” means an officer, principal or employee of a Member Utility authorized in writing by that entity to request, offer or provide assistance pursuant to this Agreement.

“EVENT AGREEMENT” means a separate agreement entered into by and between a Requesting Utility and Assisting Utility for the purpose of providing and accepting assistance for a Utility Event. See Exhibit B.

“PERIOD OF ASSISTANCE” means the period of time commencing when the Assisting Utility dispatches personnel, equipment, materials or supplies pursuant to an individual Event Agreement and ending when personnel, equipment and remaining materials or supplies return to the Assisting Utility (*i.e.*, portal to portal).

“REQUESTING UTILITY” means a Member Utility that requests assistance pursuant to this Agreement or that receives assistance pursuant to an individual Event Agreement.

“MEMBER UTILITY” means any locality, water authority, wastewater authority, sanitary district, sanitation district or public service corporation that (i) owns or operates any water storage, treatment, transmission or distribution facilities for drinking or other domestic uses, or any wastewater collection or treatment facilities and (ii) has been accepted and acknowledged in writing as a member of VA WARN by the Chair of VA WARN Committee following delivery and receipt of this executed Agreement.

“UTILITY EVENT” means any event or occurrence, or threat thereof, whether natural or manmade, the desired response to which is or is likely to be beyond the affected Member Utility’s capability or then-available resources including but not limited to personnel, equipment, materials and supplies. A Utility Event may be a one-time event not reaching the nature or criteria requiring the declaration of a disaster, emergency or local emergency but still requiring inter-utility assistance. A Utility Event may be a recurrent event or occurrence where inter-utility assistance is beneficial for expediting the response to a particular need or filling temporary gaps in service of the Requesting Utility.

SECTION 2 – PROCEDURES FOR REQUESTING ASSISTANCE

2.1 ASSISTANCE REQUEST – When a Member Utility is affected by a Utility Event, it may request assistance by (a) submitting a written request for assistance to another Member Utility in the form provided at Exhibit A hereto, as amended and updated in the discretion of the VA WARN Committee from time to time, or (b) verbally communicating a request for assistance to another Member Utility followed as soon as practicable by a written confirmation of such request. Assistance shall not be requested under this Agreement by a Member Utility unless resources otherwise reasonably available to the Member Utility are deemed to be inadequate. A Requesting Utility may cancel a request for assistance at any time and shall provide such notice thereof as soon as practicable to the Member Utilities of whom it has made a request for assistance. The Requesting Utility may communicate the cancellation verbally but shall provide written confirmation as soon as practicable thereafter.

2.2 RESPONSE – After a Member Utility receives a request for assistance, its Authorized Representative evaluates whether resources are available to assist and informs the Requesting Utility as soon as possible if it is able and willing to provide assistance. Execution of this Agreement does not establish a duty to respond to a request for assistance. Each Member Utility shall retain absolute discretion as to determinations regarding its ability to respond and its decision whether to do so. If the Member Utility is able and willing to provide assistance, the Member Utility’s Authorized Representative responds with the type of available resources and the approximate arrival time that such assistance could be provided to the Requesting Utility.

2.3 EVENT AGREEMENT – To enter into an agreement to provide assistance, the Requesting Utility and the Assisting Utility shall communicate directly and enter into an Event Agreement, the form of which is provided in Exhibit B hereto.

2.4 AUTHORIZED REPRESENTATIVES – Upon execution of this Agreement, each Member Utility shall designate and notify the VA WARN Committee of one or more Authorized Representatives authorized to act on its behalf in requesting or agreeing to provide assistance under this Agreement. Each Member Utility shall notify the VA WARN Committee whenever a current Authorized Representative(s) is no longer authorized to act on its behalf and whenever it designates a new or additional Authorized Representative. All notices pursuant to this Paragraph shall be made in writing on a form provided by the VA WARN Committee, which shall include 24-hour access contact information and shall be signed on behalf of the Member Utility. If a Member Utility designates more than one person as an Authorized Representative, each Authorized Representative shall be considered fully authorized to act for the Member Utility in requesting or agreeing to provide assistance under this Agreement, and each Authorized Representative shall have the responsibility for expedient notification of the other Authorized Representative(s) within the Member Utility of requests for assistance that he has made or assistance he has agreed to provide on behalf of the Member Utility.

SECTION 3 – ROLE OF VA WARN COMMITTEE

The parties acknowledge and agree that the role of the VA WARN Committee, its individual members and any advisors is limited to the development and administrative support of VA WARN, on a voluntary basis and not as a party to this Agreement or as representative of any party hereto. While the VA WARN Committee may volunteer to assist the parties in coordinating requests for assistance or in other ways, this Agreement does not contemplate that the VA WARN Committee will be a required intermediary in arranging the details of assistance or reimbursement therefor and instead this Agreement contemplates that such arrangements will be arranged directly by and between Member Utilities. The VA WARN Committee, its members and any advisors assume no responsibility for this Agreement, for the delivery of assistance hereunder, or for any obligation incurred by any party hereto.

SECTION 4 – TERM AND WITHDRAWAL

4.1 TERM – This Agreement shall be in effect upon execution by two Member Utilities and subsequent acceptance and acknowledgment in writing as a member of VA WARN by the Chair of VA WARN Committee. This Agreement shall continue in full force and effect so long as there are at least two Member Utilities.

4.2 WITHDRAWAL – Any Member Utility may withdraw from this Agreement upon 30 days written notice. Withdrawal from this Agreement shall in no way affect a Requesting Utility's obligation to reimburse an Assisting Utility for costs incurred pursuant to an Event Agreement, which obligation shall survive such withdrawal.

SECTION 5 – MODIFICATIONS AND ADMINISTRATIVE PROCEDURES

5.1 MODIFICATION OF THIS AGREEMENT – This Agreement may be modified upon agreement of the parties according to the following procedure. From time to time, the VA WARN Committee may recommend approval of a proposed modification, either on its own initiative or following its endorsement of a suggestion made by a Member Utility. Modification to this Agreement shall be made on the basis of receipt by the VA WARN Committee of the written approval of the proposed modification by at least two thirds of the parties hereto. The effective date of the modification shall be 90 days after the day on which notice is given to all Member Utilities of the receipt of such approval. All parties that have failed or declined to approve the proposed modification on or before the effective date shall be deemed to have withdrawn from this Agreement as of the effective date.

5.2 MODIFICATION OF FORM OF EVENT AGREEMENT – The form of Event Agreement attached as Exhibit B hereto shall be modified only by the same procedure provided in Paragraph 5.1 for modification of this Agreement.

5.3 ADMINISTRATIVE PROCEDURES – The VA WARN Committee may adopt such administrative procedures as it deems appropriate to facilitate implementation of VA WARN and this Agreement, either on its own initiative or following its endorsement of a suggestion made by a Member Utility. The adoption of such procedures shall not be deemed a modification of this Agreement or the Event Agreement and therefore shall not require approval under Paragraph 5.1 or Paragraph 5.2.

SECTION 6 – MISCELLANEOUS PROVISIONS

6.1 OTHER AGREEMENTS – The parties acknowledge and agree that any Member Utility may have entered into other mutual aid agreements, either with other Member Utilities or with third parties, which shall not be deemed to be amended, superseded or repealed by execution of this Agreement. This Agreement shall govern with respect to all actions expressly taken or made pursuant hereto. Nothing in this Agreement is intended to interfere with any party's ability to request or provide

assistance under the Virginia Statewide Mutual Aid Program or the Emergency Management Assistance Compact.

6.2 INTERPRETATION – This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia.

6.3 SEVERABILITY – Should any provision of this Agreement be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that fact shall not affect or invalidate any other provision, which shall remain in full force and effect.

6.4 ASSIGNMENT – This Agreement shall not be assigned or transferred by any party.

6.5 NO THIRD PARTY BENEFICIARIES – This Agreement is solely for the benefit of the Member Utilities who are parties hereto and shall not confer any rights or benefits on any other person or entity.

6.6 COUNTERPARTS – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile or scanned signature may substitute for and have the same legal effect as an original signature, and that any copy of this executed Agreement made by photocopy, facsimile, or scanner shall be considered an original.

6.7 AUTHORIZATION OF SIGNATURE – In the case of a locality, authority or district, the party represents and warrants that its execution of this Agreement is made by an individual authorized to do so by its governing body. In the case of a public service corporation, the party represents and warrants that its execution of this Agreement by the undersigned is duly authorized and validly performed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their names and on their behalf.

[SIGNATURE PAGES FOLLOW]

**VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK
MUTUAL AID AGREEMENT SIGNATURE PAGE**

MEMBER UTILITY

Utility Name: _____

Signature: _____

Signatory's Name (print): _____

Signatory's Title: _____

Date: _____

-- FOR USE BY VA WARN COMMITTEE ONLY --

**MEMBERSHIP ACCEPTANCE AND ACKNOWLEDGMENT
BY VA WARN COMMITTEE CHAIR**

Signature: _____

Signatory's Name (print): _____

Date: _____

VA WARN MUTUAL AID AGREEMENT EXHIBIT A
ASSISTANCE REQUEST FORM

VA WARN MUTUAL AID AGREEMENT EXHIBIT A

ASSISTANCE REQUEST FORM

Event Name:				Requesting Utility:			
Date:							
Time:							
Requesting Utility Contact Name:							
	Phone:			E-mail:			
Description of Assistance Requested:							
Specific Resources Needed:							
Mobilization:							
	Date Needed:			Time needed:	Pick hrs:	hrs	
Demobilization:							
	Release Date:			Time needed:	Pick hrs:	hrs	
Deployment Considerations:							
	Work Location/Facilities:			Pick One:			
	Working Conditions			Pick One:			
	Living Conditions			Pick One:			
	Health & Safety Concerns:			Pick One:			
	Saftey Concerns/Remarks:						
	Additional Conditions Comments:						
Requesting Utility Resource Coordination Contact				Name/Title:			
	Phone:			E-mail:			
Staging Area:			Location:				
	Address 1:						
	Address 2:						
	City:			State:		Zip:	
Authorized Representative Name:						Date:	

**VA WARN MUTUAL AID AGREEMENT EXHIBIT B
EVENT AGREEMENT FORM**

VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK EVENT AGREEMENT

THIS EVENT AGREEMENT (this “Agreement”) is made and entered into by and between the undersigned Requesting Utility and Assisting Utility and shall be in effect as of the date of execution of the last signatory hereto.

BACKGROUND

A. The parties are Member Utilities of the statewide mutual aid network for water and wastewater utilities known as the Virginia Water and Wastewater Agency Response Network (“VA WARN”) and are signatories to the VA WARN Mutual Aid Agreement.

B. The undersigned Requesting Utility has requested assistance pursuant to the VA WARN Mutual Aid Agreement, and the undersigned Assisting Utility desires to assist the Requesting Utility as more fully set forth herein.

C. The VA WARN Committee has developed this form of agreement for use by VA WARN Member Utilities in agreeing to provide and accept assistance as needed to respond to a Utility Event.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties hereto agree as follows:

SECTION 1 – DEFINITIONS

Terms not specifically defined herein shall have the definitions provided in the VA WARN Mutual Aid Agreement to which the Requesting Utility and Assisting Utility are both parties.

SECTION 2 – SCOPE OF ASSISTANCE

To support the Requesting Utility’s response to a Utility Event, the Assisting Utility agrees to provide, and the Requesting Utility hereby accepts, assistance as set forth on Attachment A hereto. Such assistance is provided subject to the terms and conditions of this Agreement, including without limitation the Assisting Utility’s right to recall its personnel and resources in whole or in part and the Requesting Utility’s right to reduce or cancel the previously agreed upon Scope of Assistance pursuant to Paragraph 3.1 below.

SECTION 3 – PROCEDURES FOR PROVISION OF MUTUAL AID

3.1 SUPERVISION, CONTROL, AND RECALL – Personnel and other resources of the Assisting Utility shall remain under the supervision and control of the

Assisting Utility. The Assisting Utility shall coordinate with the Requesting Utility regarding response activities for assignment to the Assisting Utility's personnel. The Assisting Utility shall have the right and duty to refuse directions that it considers to be unsafe, contrary to law, or not in accordance with the Scope of Assistance at Attachment A hereto. The Assisting Utility's personnel and other resources shall remain subject to recall, in whole or in part, by the Assisting Utility at any time. The Assisting Utility shall provide at least twenty-four hours advance notice of intent to withdraw personnel or resources to the Requesting Utility, unless such notice is not practicable, in which case such notice as is practicable shall be provided. The Requesting Utility may at any time reduce the Scope of Assistance at Attachment A, including by reducing the Period of Assistance or the personnel or other resources requested; provided, however, that the Requesting Utility shall remain responsible for reimbursing the Assisting Utility pursuant to Section 4 for expenses incurred.

3.2. FOOD, HOUSING, AND SELF-SUFFICIENCY – Unless otherwise agreed, the Requesting Utility shall have the responsibility of providing food and housing for the personnel of the Assisting Utility from the time of their arrival at the designated location to the time of their departure.

3.3 COMMUNICATIONS – Unless otherwise agreed, the Requesting Utility shall have the responsibility for coordinating communications between the personnel of the Assisting Utility and the Requesting Utility and shall provide radio equipment as available and radio frequency information to facilitate such communications. The Assisting Utility shall be responsible for communications among its personnel regardless of the availability of radio equipment from the Requesting Utility.

3.4 RIGHTS AND PRIVILEGES – Unless otherwise provided by law, the Assisting Utility's officers, principals or employees retain the same privileges, immunities, rights, duties and benefits associated with their position with or employment by the Assisting Utility.

3.5 SUMMARY REPORT – Within ten days of the return of all personnel deployed under this Agreement, the Requesting Utility shall prepare a summary report of the event and provide a copy to the Assisting Utility. The report shall be in a format established by the VA WARN Committee or, if none, in the format used by the Virginia Department of Emergency Management, and shall include a chronology of events and description of personnel, equipment, materials and supplies provided.

SECTION 4 – REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided pursuant to this Agreement shall be in accordance with the following provisions and applicable VA WARN administrative procedures, unless otherwise agreed upon by the Requesting Utility and Assisting Utility and set forth in Attachment A hereto.

4.1 PERSONNEL – During the Period of Assistance, the Assisting Utility shall continue to pay its employees according to its normal policies. The Requesting Utility shall reimburse the Assisting Utility for all direct and indirect payroll costs (including overtime) and expenses (including travel expenses, benefits, costs of insuring for workers' compensation claims, and other expenses) incurred during the Period of Assistance, unless otherwise agreed and set forth by the parties in this Agreement.

4.2 EQUIPMENT – The Assisting Utility shall be reimbursed by the Requesting Utility for the use or damage (unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Utility's personnel) of its equipment during the Period of Assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which some costs may be reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228, or other regulations in effect at the time of the Utility Event. Each Utility shall maintain its own equipment in safe and operational condition. At the request of the Assisting Utility, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Utility, if practical. If the equipment charges are based on a pre-established local or state hourly rate, then these charges to the Requesting Utility shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Utility and by the amount of any insurance proceeds received by the Assisting Utility for damage to or loss of such equipment.

4.3 MATERIALS AND SUPPLIES – The Assisting Utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, except for the costs of equipment, fuel, maintenance materials, labor and supplies, which shall be included in the equipment rate established above, unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Utility's personnel. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or other regulations in effect at the time of the Utility Event. In the alternative, the Utilities may mutually agree in writing that the Requesting Utility will replace, with like kind and quality as determined by the Assisting Utility, the materials and supplies used or damaged.

4.4 RECORD KEEPING – The Assisting Utility shall maintain records and submit invoices for reimbursement by the Requesting Utility in accordance with the Assisting Utility's existing policies and practices. The Requesting Utility may provide information, directions, and assistance for record keeping to the Assisting Utility personnel to facilitate future potential reimbursement to the Requesting Utility from the federal or State government.

4.5 PAYMENT – Unless otherwise mutually agreed in writing, the Assisting Utility shall invoice the Requesting Utility for all reimbursable expenses with an itemized statement as soon as practicable after the expenses are incurred, but not later than sixty (60) days after the Period of Assistance, unless the deadline for identifying damage or expenses is extended in accordance with applicable federal or State regulations. The

Requesting Utility shall pay the bill, or advise of any disputed items, not later than sixty (60) days following receipt of the invoice, unless the parties mutually agree in writing to a different time.

4.6 WAIVER OF REIMBURSEMENT – An Assisting Utility may elect to assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of the personnel or other resources provided by the Assisting Utility.

4.7 EFFECT OF WITHDRAWAL FROM VA WARN MUTUAL AID AGREEMENT – Withdrawal by either Utility from the VA WARN Mutual Aid Agreement shall in no way affect the obligations of the Utilities under this Event Agreement, including but not limited to the Requesting Utility’s obligation to reimburse the Assisting Utility for costs incurred pursuant to this Event Agreement.

SECTION 5 – INSURANCE

5.1 WORKERS’ COMPENSATION COVERAGE – Each Utility shall be responsible for its own actions and those of its employees and is responsible for complying with the Virginia Workers’ Compensation Act.

5.2 AUTOMOBILE LIABILITY COVERAGE – Each Utility shall be responsible for its own actions and is responsible for complying with the Virginia motor vehicle financial responsibility laws. Each Utility agrees to maintain automobile liability coverage in the amount of at least \$1,000,000 combined single limit and coverage for owned, non-owned, and hired vehicles, or maintain a comparable self-insurance program.

5.3 GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY – To the extent permitted by law and without waiving sovereign immunity of governmental entities, each Utility shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions and the actions of its personnel pursuant to this Agreement. Each Utility agrees to obtain general liability and, in the case of governmental entities, public official’s liability and law enforcement liability insurance, if applicable, with minimum single limits of no less than one million dollars, or to maintain a comparable self-insurance program.

SECTION 6 – MISCELLANEOUS PROVISIONS

6.1 OTHER AGREEMENTS – The parties acknowledge and agree that either party may have entered into other mutual aid agreements, either with other Member Utilities or with third parties, which shall not be deemed to be amended, superseded or repealed by execution of this Agreement. This Agreement shall govern with respect to the Scope of Assistance set forth at Attachment A hereto. Nothing in this Agreement is intended to interfere with either party’s ability to request or provide assistance under the Virginia Statewide Mutual Aid Program or the Emergency Management Assistance Compact. In the event of a declaration of an emergency or

disaster, the parties may agree in writing to terminate this Event Agreement to enable an efficient response to be coordinated instead through the Statewide Mutual Aid Program and Emergency Management Assistance Compact, as appropriate.

6.2 INTERPRETATION – This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia and shall be interpreted as if it were mutually drafted by the parties.

6.3 SEVERABILITY – Should any provision of this Agreement be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that fact shall not affect or invalidate any other provision, which shall remain in full force and effect. It is the intent of the parties to this Agreement, and the parties agree, that in lieu of any provision of this Agreement that is illegal, invalid or unenforceable, the parties in good faith shall supply as part of this Agreement a legal, valid and enforceable provision as similar to such illegal, invalid or unenforceable term or provision as may be possible.

6.4 ASSIGNMENT – This Agreement shall not be assigned or transferred by any party without the written consent of the other party hereto.

6.5 NO THIRD PARTY BENEFICIARIES – This Agreement is solely for the benefit of the parties hereto and their permitted successors and assignees and shall not confer any rights or benefits on any other person or entity.

6.6 COUNTERPARTS – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile or scanned signature may substitute for and have the same legal effect as an original signature, and that any copy of this executed Agreement made by photocopy, facsimile, or scanner shall be considered an original.

6.7 AUTHORIZATION OF SIGNATURE – In the case of a locality, authority or district, the party represents and warrants that its execution of this Agreement is made by an individual authorized to do so by its governing body. In the case of a public service corporation, the party represents and warrants that its execution of this Agreement by the undersigned is duly authorized and validly performed.

NOW, THEREFORE, in consideration of the covenants and obligations set forth in this Agreement, the parties have caused the execution of this Agreement.

[SIGNATURE PAGE FOLLOWS]

**VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK
EVENT AGREEMENT SIGNATURE PAGE**

REQUESTING UTILITY

Utility Name: _____

Authorized Representative's Signature: _____

Authorized Representative's Name (print): _____

Authorized Representative's Title: _____

Date: _____

ASSISTING UTILITY

Utility Name: _____

Authorized Representative's Signature: _____

Authorized Representative's Name (print): _____

Authorized Representative's Title: _____

Date: _____

VA WARN EVENT AGREEMENT ATTACHMENT A

SCOPE OF ASSISTANCE

This form is used by the Assisting Utility to respond to request for assistance by a Requesting Utility. Upon acceptance by the Requesting Utility, this form, either as originally submitted by the Assisting Utility or as revised by the parties prior to the Requesting Utility's acceptance, as appropriate, is attached to the Event Agreement to define the Scope of Assistance. The Assisting Utility reserves the right to recall its personnel and resources, and the Requesting Utility reserves the right to reduce the Scope of Assistance, as provided in Paragraph 3.1 of the Event Agreement.

Assisting Utility:					
Assisting Utility Authorized Representative:				Date:	
Requesting Utility:			Date:		
Event Name:			Time:		
Requesting Utility Contact Name:					
	Phone:		E-mail:		
Description of Assistance Offered:					
Specific Resources Available:					
Assisting Utility Resource Coordination Contact:					
	Phone:		E-mail:		
Mobilization:					
	Date Available:		Time needed:	Pick hrs:	hrs
Demobilization:					
	Date Released:		Time needed:	Pick hrs:	hrs

COST ESTIMATE (details below):			
Total Cost Estimate:		Total Cost Estimate (Total from Excel sheet):	\$0.00
Total Travel Costs:			\$0.00
# of fuel consuming equipment:		# of non-fuel consuming equipment:	
Travel Costs:			
Personal Vehicle:		Vehicle Rental/Fuel/Mileage:	
Governmental Vehicle Costs:		Air Travel:	
Meals/tips:		Lodging:	
Notes/Comments:			
Total Equipment Costs:			\$0.00
Equipment Costs (insert lines as needed):			
	Description:	Cost:	
1			
2			
3			
4			
5			
Total Commodity (Materials & Supplies) Costs:			\$0.00
Commodity Costs (insert lines as needed):			
	Description:	Cost:	
1			
2			
3			
4			
5			
Total Other Costs:			\$0.00
Other Costs (insert lines as needed):			
	Description:	Cost:	
1			
2			
3			
4			
5			

[illegible]

Meeting Date: April 13, 2021

Item No: 4.

Department: City Manager

Issue: Consider adoption of a joint Resolution with Henry County in support of construction of the Martinsville Southern Connector and to request funding for the project to be included in the upcoming Infrastructure Plan.

Summary: Discussion of an alternate route along U.S. Route 220 South from the North Carolina state line to the U.S. 220/58 Bypass has been in progress for several years, and most recently a route to the west of Route 220 designated as the Martinsville Southern Connector Route has been identified as the preferred option with the least impact to residential and business properties. A small contingent of regional leaders has scheduled a meeting with Senator Mark Warner and plans to request funding for the proposed project in the upcoming Infrastructure Plan that will be presented to the United States Congress. A request for a show of support for the project from both the City and County has been made.

The Henry County Board of Supervisors will also be considering adoption of this Resolution at their April 13th meeting.

Attachment: Resolution

Recommendation: Adopt Joint Resolution



Martinsville
A CITY WITHOUT LIMITS



JOINT RESOLUTION

OF THE

HENRY COUNTY BOARD OF SUPERVISORS MARTINSVILLE CITY COUNCIL

WHEREAS, Henry County and the City of Martinsville have long recognized the importance of transportation infrastructure in promoting employment, growing the local economy, attracting capital investment, and enhancing travel, tourism, recreation and other economic development avenues; and

WHEREAS, improvements to U.S Route 220 from the North Carolina state line to the existing U.S Route 220/58 Bypass through Henry County are vital to our area's business and economic future and has been a primary point of discussion for many years; and

WHEREAS, after much study and public input, a route designated as the **Martinsville Southern Connector Route** located on the west side of U.S. Route 220 has been identified as the preferred option with the least impact to residential and business properties, while also connecting Commonwealth Business Centre, the mega-site business park located in southern Henry County; and

WHEREAS, working in concert with the Virginia Department of Transportation's Martinsville Southern Connector initiative, the route could potentially be linked to future additional expansion and improvement of the Route 220 corridor north toward Roanoke;

NOW, THEREFORE, BE IT JOINTLY RESOLVED, on this 13th day of April, 2021, that the Henry County Board of Supervisors and Martinsville City Council hereby support the construction of the Martinsville Southern Connector and request funding for the project be considered for inclusion in the upcoming Infrastructure Plan that will be presented to the United States Congress.

Jim Adams, Chairman
Henry County Board of Supervisors

Kathy Lawson, Mayor
City of Martinsville



City Council Agenda Summary

Meeting Date: April 13, 2021

Item No: 5.

Department: City Manager

Issue: Read a proclamation recognizing April as Child Abuse Prevention Awareness Month.

Summary:

Attachments: Proclamation

Recommendations: No action by Council needed – the Mayor will read the Proclamation



PROCLAMATION

CHILD ABUSE PREVENTION MONTH

WHEREAS, regardless of who they are or the circumstances of their birth, every child has the right to safe, secure, and supportive environments, free from abuse and neglect; and

WHEREAS, children are the foundation of a sustainable and prosperous society, and our prosperity as a Commonwealth and nation is built on a foundation of healthy child development; and

WHEREAS, during Child Abuse Prevention Month, Virginians are reminded of the courage it takes to raise a child and that all parents have the right to the support and knowledge that child rearing demands; and

WHEREAS, keeping children safe from abuse means playing an active role in their lives, having check-ins, and teaching them the warning signs of abuse and how to protect themselves; and

WHEREAS, child abuse is considered to be one of our nation's most serious public health problems, with scientific studies documenting the link between the abuse and neglect of children and a wide range of medical, emotional, psychological, and behavioral disorders; and

WHEREAS, child abuse can disrupt early brain development, and serious chronic stress can impair the development of nervous and immune systems; and

WHEREAS, child abuse prevention creates a more compassionate society, one which places a high value on the welfare of children; and

WHEREAS, creating communities where families can access an array of support and resources to address the social, emotional, and physical health of their children is the best way to combat child abuse; and

WHEREAS, child abuse prevention programs are effective and successful because of partnerships between families, social services agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community; and

WHEREAS, Virginia remains committed to sustaining safe, nurturing, and supportive environments for families raising children; and

WHEREAS, displaying a pinwheel during the month of April will serve as a positive reminder that together we can prevent child abuse and neglect and by doing so, keep children safe;

NOW, THEREFORE, I, Kathy Lawson, Mayor, and members of Martinsville City Council, do hereby recognize April 2021 as **CHILD ABUSE PREVENTION MONTH** in the City of Martinsville and call this observance to the attention of all our citizens.

Kathy Lawson, Mayor

Date: April 13, 2021

Item No: 6.

Department: City Council

Issue: Read and present a proclamation recognizing April 18, 2021 as National Lineman Appreciation Day.

Summary: On April 10, 2013, the United State Senate considered and agreed to Senate Resolution 95 which designated April 18, 2013 as National Lineman Appreciation Day, recognizing the profession of linemen and the contribution made by electric line workers. Since then, April 18th has been observed annually for this recognition.

The City of Martinsville owns, operates, and maintains its electric system consisting of both, electric generation and distribution. The City's electric linemen are responsible for maintaining the distribution system and are often called upon to work around the clock under dangerous conditions to keep the system operating. The City's electric linemen are Daniel Morrison, Jimmy Rigney, Austin Johnson, Brian Collins, Chase Cooper, Kyle Fulkerson, Bryar Turner, Austin Shumate, Curt Compton, Jimmy Blankenship, Tim Agee, Ryan Emberson, Brandon Martin, and Todd McCrickard.

Attachments: Proclamation

Recommendations: No action by Council needed - the Mayor will read the Proclamation.



PROCLAMATION

NATIONAL LINEMAN APPRECIATION DAY APRIL 18, 2021

WHEREAS, on April 10, 2013, the United States Senate recognized linemen, the profession of linemen, and the contributions of the brave men and women of this profession who protect public safety by expressing support for the designation April 18, 2013 through Senate Resolution 95, as National Lineman Appreciation Day; and

WHEREAS, linemen are often first responders during storms, emergencies, and other catastrophic events, working to make the scene safe for other public safety heroes; and

WHEREAS, linemen must often work under dangerous conditions with thousands of volts of electricity in all weather conditions high atop power lines 24 hours a day, 365 days a year, to construct, repair, and maintain infrastructure to keep electricity flowing; and

WHEREAS, linemen put their lives on the line every day with little recognition from the community regarding the danger of their work; and

WHEREAS, the City of Martinsville's electric linemen are; Daniel Morrison, Jimmy Rigney, Austin Johnson, Brian Collins, Chase Cooper, Kyle Fulkerson, Bryar Turner, Austin Shumate, Curt Compton, Jimmy Blankenship, Tim Agee, Ryan Emberson, Brandon Martin, and Todd McCrickard.

NOW THEREFORE, I, Kathy Lawson, Mayor of the City of Martinsville, along with Martinsville City Council members, do hereby proclaim April 18, 2021, as National Lineman Appreciation Day and encourage residents to recognize and appreciate the work of the linemen of the City's Electric Department in providing and maintaining electric service for the City of Martinsville.

Kathy Lawson, Mayor

Date: April 13, 2021

Item No: 7.

Department: City Manager

Issue: Consider a request by the Virginia Municipal League to submit nominations for membership on the VML 2021 Policy Committees.

Summary: Annually, City Council submits nominations for membership to the 6 VML policy committees. Pre-Covid, the committees typically would meet at least once during the summer (and other times as may be needed) for the purpose of developing broad policy statements in addition to submitting specific legislative recommendations for consideration by the Legislative Committee. Last year all of the committee meetings were held virtually.

The 2020 Policy Committee assignments were as follows:

Community & Economic Development – Chad Martin

Environmental Quality- Eric Monday

Finance – Leon Towarnicki

General Laws – Jim Woods

Human Development –Jennifer Bowles

Transportation- Kathy Lawson

Attachments: Information from VML

Recommendations: Council discussion and decision regarding 2021 committee assignments.



BETTER COMMUNITIES THROUGH SOUND GOVERNMENT

Officers

President

Willie Greene
Galax Mayor

President-Elect

Jon Stehle
Fairfax Council Member

Vice President

Jill Carson
Pennington Gap
Vice Mayor

Past President

Thomas R. Smigiel, Jr.
Norfolk Council Member

Executive Director

Michelle Gowdy

Publications

Virginia Town & City
eNews

March 23, 2021

To: VML Key Officials and Clerks
From: Michelle Gowdy, Executive Director
Subject: 2021 VML Policy Committee Appointments and Meetings

It's time once again to begin the VML policy process.

Each year we ask our full-member local governments to nominate their governing body members and appointed staff who are interested in participating in VML policy committee.

The policy committees will meet once this year in late July; the meetings will be held virtually via Zoom. Committee meeting dates and times will be announced soon.

We are attaching the 2020 committee lists so you can see who from your local government served on the committees last year. Your representatives can stay on the same committees as in the past or they can move to a different committee. If no one served, you can make some appointments this year! Just remember that an individual can only serve on one committee per year.

Please use the nominations form to fill in your committee nominees for this year and email the form to Joni Terry at VML, jterry@vml.org by May 14. Changes due to spring elections can be made until July 5.

An explanation of the areas covered by the policy committees and an explanation of the policy process is attached.

Please email Janet Areson (jareson@vml.org) if you have any questions.

cc: Legislative Liaisons

P.O. Box 12164
Richmond, VA 23241

804/649-8471
www.vml.org

VML's Legislative and Policy Committee Process

Each year the Virginia Municipal League develops two types of documents -- a legislative program and a compilation of policy statements -- through a process that involves the Legislative Committee and six separate policy committees. The Legislative Committee is responsible for developing the legislative program, but it may also rely on input from the policy committees to do so. The policy committees develop broad policy statements, in addition to submitting specific legislative recommendations for consideration by the Legislative Committee.

Legislative Committee

What is the role of the Legislative Committee?

The Legislative Committee is responsible for considering and developing positions on existing or proposed state and federal legislation or regulations, and urging the enactment or amendment of, or opposition to, such legislation or regulations.

How is the Legislative Committee appointed?

VML's Constitution spells out the composition of the Legislative Committee. The committee consists of 24 individuals holding local elective or appointed positions, all appointed by VML's Executive Committee. Of the 24 members, 12 must be representatives of cities and urban counties with populations in excess of 35,000, six must be representatives of cities and urban counties with populations of 35,000 or less, and six must represent towns.

What is included in VML's Legislative Program?

The legislative program adopted by the Legislative Committee reflects specific legislative objectives that VML hopes to achieve during the upcoming legislative session. It is subject to the approval of VML's membership at the annual conference.

What is the relationship between the legislative committee and VML's policy committees?

The Legislative Committee meets prior to the policy committees to identify issues that it would like the committees to consider for potential inclusion in the league's legislative program. It meets again after the policy committees have met to consider their recommendations.

Policy Committees

What is the role of the policy committees?

Policy committees receive briefings on select statewide issues, consider possible changes to the policy statement, and develop legislative recommendations for the Legislative Committee to consider.

How are policy committees appointed?

Policy committee membership consists of elected and appointed officials of full-member local governments. Nomination information is sent in the spring to each locality, and each local government determines which of its officials will be nominated for each of the six policy committees. Each local government may nominate up to two people per policy committee, at least one of whom must be an elected official.

What are the benefits of serving on a policy committee?

VML policy committees offer members an opportunity to learn about current and emerging statewide issues that affect local governments, to develop through policy statements the broad philosophical framework that guides the league, and to network with local officials with similar policy interests.

How many policy committees are there?

There are six policy committees: community and economic development, environmental quality, finance, general laws, human development and education, and transportation.

What issues does each policy committee cover?

- **Community & Economic Development:** Authority, administration, and funding of local governments to manage a full range of community and economic development issues, including business development and retention, international competitiveness, infrastructure development and investment, planning, land use and zoning, blight, enterprise zones, housing, workforce development and historic preservation.
- **Environmental Quality:** Natural resources and the authority of local governments to manage the environment, including water resources and quality, solid and hazardous waste management, air quality and the Chesapeake Bay.
- **Finance:** Powers, organization and administration of local government financing, including taxing authority, debt financing, state aid to local governments and federal policies affecting local finance issues.
- **General Laws:** Powers, duties, responsibilities, organization and administration of local governments, including state-local and inter-local relations, conflicts-of-interest, freedom-of-information, information management and personnel, telecommunications, utilities and law enforcement, jails and courts issues.
- **Human Development and Education:** Management and funding of social services, prek-12 education, health, behavioral health, juvenile justice, recreation, rehabilitation and aging.
- **Transportation:** Development, maintenance, and funding of a comprehensive land, sea and air transportation system for the Commonwealth, and federal, state and local roles in the provision and regulation of transportation.

What is a policy statement?

Each policy committee develops a policy statement that covers issues in its respective area. The policy statement expresses the agreement of VML's membership on matters of interest to local governments. The statement generally addresses broad, long-term, philosophical positions. The VML membership approves the policy statements at its annual meeting.

How do policy statements differ from VML's legislative program?

Policy statements are general in nature. They reflect local governments' positions on a range of issues. The Legislative Program is more specific and immediate. It is limited to legislative positions that VML expects to lobby on during the upcoming legislative session.



City Council Agenda Summary

Meeting Date: April 13, 2021

Item No: 8.

Department: Finance

Issue: Consider approval of the Consent Agenda

Summary:

The attachment amends the FY21 budget with the following appropriations:

FY21

General Fund: \$ 31,626

Attachments:

Consent Agenda 4-13-21

Recommendations: Approve

BUDGET ADDITIONS FOR 04/13/21

ORG	OBJECT	DESCRIPTION	DEBIT	CREDIT
BUDGET ADDITIONS				
<u>FY2021</u>				
General Fund:				
01101918	443408	State Grants - DHCD-Housing Needs Grant		10,000
01913250	503165	General Expense - Consult/Housing Needs Grant	10,000	
		VHDA Grant reimbursement		
01100909	490104	Advance/Recovered Costs		19,433
01812242	506067	Misc. Expense - RADAR Transit Program	19,433	
		Gasoline reimbursement - July through February		
1100909	490801	Recovered Costs - Senior Services		2,193
1714212	501300	Senior Services - Part-time Wages	1,522	
1714212	502100	Senior Services - Social Security	94	
1714212	502110	Senior Services - Medicare	22	
1714212	506049	Senior Services - Vehicle Fuels	555	
		Transportation Grant - July through December		
Total General Fund:			31,626	31,626