

AGENDA--CITY COUNCIL
CITY OF MARTINSVILLE, VIRGINIA

Council Chambers – Municipal Building
7:00pm Regular Session
Tuesday June 14, 2022

7:00 pm - Regular Session

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

1. Approve minutes from the May 3, 2022 Work Session, May 4, 2022 Work Session, the May 10, 2022 Council Meeting, May 18, 2022 Work Session, and May 23, 2022 West End Neighborhood Meeting. (5 mins)
2. Consider a public hearing for the purpose of receiving names of citizens interested in appointments for one 3-year term ending June 30, 2025, and one unexpired 3-year term ending on June 30, 2024 on the Martinsville City School Board (10 mins)
3. Consider authorizing the City Treasurer to issue a refund resulting from verification update on estimated and prorated BPOL tax for a local business for tax year 2020. (10 mins)
4. Consider authorizing staff to execute a Memorandum of Understanding for Bird scooters operation in the City. (10 mins)
5. Consider adoption of a resolution changing the membership policy for the Arts & Cultural Committee. (5 mins)
6. Consider adoption of a resolution accepting ownership of the former National Guard Armory on Commonwealth Boulevard, and authorize staff to execute transfer documents. (10 mins)
7. Consider approval of the consent agenda. (5 mins)

8. Business from the Floor -

The public comment portion of the Council meeting provides citizens the opportunity to discuss matters relevant to the operation of the City, which are not listed on the printed agenda.

Citizens who wish to participate in a meeting's public comment period may do so by emailing their comments to Karen Roberts, Clerk of Council, at kroberts@ci.martinsville.va.us, calling in their 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 12:00noon Monday June 13.* Citizens may also request to speak at the Council meeting in the same manner. Comments, or a request to speak, must be received by noon the day before a Council meeting for consideration by Council at the meeting.

Any person submitting comments or requesting to speak must identify themselves by name and address, including zip code, limit their remarks to 3 minutes or less (as read aloud), address a topic of City business, and refrain from making any personal references or accusations of a factually false and/or malicious nature. Priority for comments is given to City residents, taxpayers, and business owners. Speakers may not yield time. Groups of speakers on the same topic must designate a single representative. Comments violating these rules may not be presented at the Council meeting. Any speaker violating these rules may be removed from the podium or from the Council chamber.

This policy does not apply to public hearings, at which any citizen of Martinsville may appear and speak on the subject of the public hearing.

9. Comments by members of City Council. (5 mins)
10. Comments by City Manager and City Attorney. (5 mins)

Meeting Date: June 14, 2022

Item No: 1.

Department: Clerk of Council

Issue: Consider approval of minutes

Summary: None

Attachments: May 3, 2022 Work Session
May 4, 2022 Work Session
May 10, 2022 Council Meeting
May 18, 2022 Work Session

Recommendations: Motion to approve minutes as presented.

Date: June 14, 2022

Item No: 2.

Department: City Council

Issue: Conduct a public hearing for the purpose of receiving names of citizens interested in appointments for one 3-year term ending June 30, 2025, and one unexpired 3-year term ending on June 30, 2024 on the Martinsville City School Board.

Summary: Pursuant to Code of Virginia § 22.1-29.1, a public hearing is necessary to introduce and consider names of persons interested in appointment to a vacancy on the Martinsville School Board and to receive the views of citizens within the school division. This state code section also states that no nominee or applicant whose name has not been considered at the public hearing shall be appointed as a school board member. Further, the actual appointment must be made at least seven days after the hearing; appointments will therefore be made at or after the June 28, 2022 Council meeting following the interview process.

Attachments: Current Martinsville School Board members

Recommended Action: Conduct the Public Hearing and consider scheduling interviews on June 28th, prior to and/or after Council's meeting on that date depending on number of candidates. Candidates selected for the Board appointments will be announced after interviews are completed.

SCHOOL BOARD

SCHOOL BOARD – The School Board is declared a body corporate. In its corporate capacity, it is vested with all the powers and charged with all the duties, obligations, and responsibilities upon school boards by law. It may sue, be sued, contract, be contracted with, and in accordance with the provisions of this title, purchase, take, hold, lease, and convey school property both real and personal. The School Board has the following powers and duties: 1) to make rules for the governance of the schools within its jurisdiction; 2) to determine the curriculum, methods of teaching, methods of administration and governance, and the length of the school term; 3) to employ and dismiss teachers upon the recommendation of the superintendent; 4) to suspend or expel pupils when necessary; 5) to establish such schools as are necessary in the judgement of the Board to so constitute a complete and efficient system; 6) to control and manage funds made available to the Board for the purpose of conducting free public schools; 7) examine all claims for payment and authorize payment; and 8) to submit annually to City Council a budget request.

TERMS: The Board consists of five members serving **three-year** terms appointed by City Council. **School Board members can serve a maximum of three 3-year consecutive terms.**

Meetings are held on the second Monday of each month.

CONTACT: Dr. Zeb Talley, Superintendent, 403-5820, 746 Indian Trail, Martinsville, VA 24112

Name & Address	Initial Appointment	Term Expires	Full Term
Emily Parker, 1225 Mulberry Road	07/09/19	06/30/22	
Donna Dillard, 912 Forest Lake Dr. (reappt 6/23/20)	8/24/16	6/30/23	1
Tony Jones, 612 Third Street	6/23/20	6/30/23	
Jay Dickens, 1210 Knollwood Place (Resigned 4/20/22)	6/23/21	6/30/24	
Yvonne Givens, 714 Indian Trail (reappt 6/23/21)	07/09/19	06/30/24	

NOTE: If a Board or Commission does not specify number of terms a person can serve, then the number of terms defaults to three terms per a policy adopted by City Council December 11, 1990. (per city attorney 4/26/11) Two exceptions (1) if no one is interested (2) no one qualified has applied, then the person holding the position can serve another term if Council chooses.

Meeting Date: June 14, 2022

Item No: 3.

Department: Commissioner of the Revenue, City Treasurer

Issue: Consider authorizing the City Treasurer to issue a refund resulting from verification update of estimated and prorated BPOL tax for a local business for tax year 2020.

Summary: The Commissioner of the Revenue's office annually verifies and updates BPOL license fees based on federal tax return gross receipts information that is provided to the office by individual business taxpayers. Until the gross receipts can be verified by the federal tax return gross receipts, the reported receipts are considered an estimate. One local business changed its business EIN after the beginning of the 2020 license year, essentially creating a new business entity. The business requested a proration of the license year for the old entity when the tax return was provided to update the estimated gross receipts to actual gross receipts. The newly created entity has been billed for a prorated amount for the balance of the 2020 license year and an update was recently billed for the 2021 business license year which exceeds the \$13,481.54 that will be refunded to the old entity.

The City's business license is based on the actual gross receipts that a business had for the prior tax year, or the current year for first year businesses. Corrections to the assessments have been made by the Commissioner of the Revenue office and forwarded to the City Treasurer. Because the refund amount is over \$5,000, City Council must authorize the City Treasurer to issue the refund so that the timing of the refund does not negatively impact the city's cash flow.

City of Martinsville Ordinances address updates of estimated business licenses that were not based on a prior year's actual gross receipts. The City's ordinance §11-23(f) provides that there shall be no interest charged or refunded on an adjustment of estimated tax liability to actual liability at the conclusion of the base year. We would not have assessed interest if the taxpayer had underestimated their gross receipts and we updated the assessment based on verification of actual gross receipts. Consequently, the City ordinances provide that we do not refund interest on these types of estimated assessments when they are overestimated.

These refunds are different from other refunds that City Council has authorized in that they did not result due to an appeal or audit on a verified and adjusted actual assessment. The BPOL assessments remained an estimate until they could be verified with actual gross receipts as reported on the businesses' federal tax returns. The necessary federal returns to verify the gross receipts for the businesses were recently provided.

The Code of Virginia currently authorizes the City Treasurer to issue refunds up to \$5,000 without prior authorization of City Council. Because the refund amount is over this limit for each separate business, City Council must authorize the City Treasurer to issue the refunds. Pursuant to City Ordinance §11-23(f) there is no need to calculate interest provided the refund is made within 30 days of the adjustment to reflect actual tax liability.

Attachments: None

Recommendations: Motion to authorize the City Treasurer to issue a refund totaling \$13,481.54 prior to July 8, 2022 for prorated 2020 business license fees to a local business identified in abatement #64891 and #64922 of the Commissioner of the Revenue Bill Adjustment Report dated June 8, 2022 (voice vote).

Date: June 14, 2022

Item No: 4.

Department: City Attorney

Issue: Consider authorizing staff to execute a Memorandum of Understanding for Bird scooters operation in the City.

Summary: At the May 10, 2022 meeting, Council approved ordinance changes allowing for operation of motorized scooters in the City. Bird, a commercial scooter operation, has negotiated an MOU with the City (modelled after Harrisonburg) which outlines the operation of the program.

Attachments: Draft MOU

Recommendations: Motion authorizing the City Manager to sign the MOU, by voice vote.

MEMORANDUM OF UNDERSTANDING

Between
Bird
and
City of Martinsville, Virginia

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Martinsville, Virginia (the “City”) and Bird (“Operator”). Throughout this MOU, Operator and City may each be referred to as a “Party,” and may be referred to jointly as the “Parties.” This MOU governs the terms, responsibilities and performance measures between Operator and the City regarding Operator’s provision of shared mobility devices (SMDs) on property within City as part of a Citywide pilot program (the “Demonstration Project”).

RECITALS

WHEREAS, the purpose of this MOU is to permit Operator to operate under the Demonstration Project and ensure that Operator’s SMDs are used and parked appropriately without impeding pedestrian access or obstructing access to fire hydrants and valves, street furniture, bus stops, driveways, crosswalks, intersections, traffic operations, outside dining or retail, building access, or any other public use of right-of- way in City of Martinsville; and

WHEREAS, the City owns, controls, and maintains the public space on which Operator shall park its SMDs; and

WHEREAS, Virginia Code §§15.2-2001 and 15.2-2107 enable the City to regulate its right-of-way; and

WHEREAS, the City’s Department of Public Works (“DPW”) and the Martinsville Police Department shall be the primary City entities that shall enforce the conditions set forth in this MOU; and

WHEREAS, Operator’s Shared Mobility Devices (SMDs) are designed such that users can park them in the public space, making the Operator’s devices available to other users; and

WHEREAS, Operator desires to operate under the Demonstration Project in the City of Martinsville; and

WHEREAS, the City desires to facilitate the Demonstration Project to assess the viability of SMD operations within the City and to understand the parameters that will allow SMDs to operate effectively and to avoid any public nuisance in the City of Martinsville.

NOW, THEREFORE, based upon the above recitals, Operator hereby agrees to the terms, responsibilities, and performance measures of this MOU as follows:

Article I. Responsibilities of City of Martinsville

The City, by and through DPW, shall, with good faith and in an effort to achieve the City's policy goals, cooperate and communicate with Operator and the public to work towards a successful, safe, and sustainable regulatory environment for SMDs. All obligations of the City under this MOU shall be subject to and contingent upon the appropriation of funds.

- A. The City shall notify enforcement agencies not to ticket or impound Operator's SMDs if they are parked according to performance measures of this MOU, the stipulations of the required Permit, and all applicable laws.
- B. The City may, as needed, establish and update parking requirements applicable to SMDs including identification through signage, striping, or other means of areas that should serve as preferred parking locations for these devices.
- C. The City shall provide to Operator a City point of contact (POC) for the Demonstration Project.

Article II. Responsibilities of Operator

Performance Requirements: Operator shall, in good faith, through its City POC, cooperate and communicate with the City and the public to work towards a successful, safe, and sustainable Demonstration Project, conforming to all State and local laws, permit requirements, and the performance responsibilities outlined below:

1. Authorization to Operate

- a. Prior to operating in the City right-of-way, Operator shall execute a copy of this MOU; complete and submit to City of Martinsville the required Permit Application. While this MOU is in effect, Operator shall pay the City a revenue-share of \$0.10 per SMD ride to cover the anticipated costs to City of administering the Demonstration Project. Operator shall pay the revenue-share to the City on a quarterly basis, with the first payment due October 1, 2022.

2. Service Management and City Communication

- a. Upon executing this MOU, and as part of its permit application, Operator shall designate to the City a local General Manager who shall serve as a point of contact (POC). The POC shall have responsibility for, and control over, the services provided in this MOU for the duration of the Demonstration Project. If Operator changes their POC, they must notify the City of such change within 48 hours.
- b. Operator's representatives shall schedule a meeting with the City's POC within three days (or as soon thereafter as may be reasonably practicable) of any request by the City to review service status and issues. In addition to ad-hoc meetings, Operator shall meet with the City POC at least one week before launch or issuance of an SMD Permit, and in person or by phone monthly thereafter throughout the duration of the Demonstration Project.
- c. Upon the request of the City POC due to emergency, severe weather, construction, parade, public gathering, or other situation affecting the normal operation of the right-of way including sidewalks and trails, Operator shall collect and secure all of, or a portion of, Operator's owned or controlled SMDs to a location outside of the public

right-of-way or to a location that does not otherwise impede City's access and response to the situation for the duration of the situation.

- d. In the case of a critical issue or emergency situation designated by the City POC, Operator shall be available within the Response Time to respond to emergency needs and to coordinate with the City. City has the right to take appropriate actions to respond to an emergency if the situation poses an imminent risk to public health and safety or property damage. For the purposes of this MOU, the "Response Time" shall mean, based on the time of report:
 - 1) When reported between 6 AM and 11 PM – 2 hours from the time of report
 - 2) When reported between 11 PM and 6 AM – Prior to 8 AM
- e. The Operator's POC shall respond within five business days regarding non-emergency issues or questions raised by City in meetings, through telephone inquiries, or other correspondence.
- f. Operator shall be solely responsible for providing information to its customers on proper SMD parking prior to the launch of the Demonstration Project, and throughout its duration.

3. Safety

- a. Operator shall ensure each SMD deployed and used is fully operable, free of defects, conforms to relevant safety standards, and is well-maintained and clean.
- b. If an Operator SMD is reported in need of maintenance and/or cleaning in violation of the terms and performance measures in this MOU and all laws, Operator shall immediately prevent further use the device, and within one day of notification, shall remove it from City right-of-way.

4. Operations

- a. Fleet size.
 - i. The Operator's initial Maximum Fleet Size is restricted to a maximum of 100 devices.
 - ii. The Operator may request increases in Maximum Fleet Size in increments of not more than 25 based upon 3 consecutive weeks of ridership data indicating an average of more than 2 rides per SMD per day.
 - iii. Operator shall endeavor to maintain an active fleet size that averages 2 rides per SMD per day.
 - iv. If Operator averages fewer than 1 riders per SMD per day over any 3 consecutive weeks, DPW may reduce the Operator's Maximum Fleet Size.
- b. Operator is responsible for maintaining their fleet size deployed within City of Martinsville at or below the maximum permitted fleet size.
- c. Operator shall have a customer service phone number for reporting safety concerns, complaints, and questions that is live 24 hours a day. This phone number and its website shall be clearly visibly posted on every SMD that is in service within the City of Martinsville.
- d. Operator shall provide their preferred contact information for SMD parking issues to

the City of Martinsville Police Department and DPW.

- e. Operator shall affix its logo and unique identifying number for the device to each SMD in the City so that it is clearly visible and shall not allow other logos or advertisements to appear on any of its SMDs.
- f. Operator shall regularly monitor the deployment and dispersion of its SMDs to maintain service throughout City of Martinsville.
- g. Operator must notify SMD users of City and state regulations applicable to operating SMDs in the City. These notifications must at minimum be received through the mobile app and website for the service.
- h. Operator shall promptly respond directly to City of Martinsville residents and all users reporting issues or requesting information regarding services.

5. Parking

- a. Operator shall ensure that SMDs are parked in accordance with the terms and performance measures outlined in this MOU, permit requirements, and in compliance with all state and local laws.
- b. Operator shall work to ensure that SMDs are parked in a manner that does not impede pedestrian access; does not obstruct access to fire hydrants and valves, street furniture, crosswalks, driveways or private property; does not damage landscaping, street trees or other aesthetic features; and does not interfere with traffic or bus stop operations. Operator shall conduct outreach and education to its users on proper parking practices and shall continue developing and implementing technical solutions to ensure good parking behavior.
 - 1) SMDs shall not be parked with any part of the vehicle extending over the face of curb.
 - 2) SMDs shall be upright when parked.
 - 3) In the Downtown Business District, Operator shall only stage and park SMDs in locations approved by the Director of Public Works or his designee.
- c. Any SMD parked on private, federal, or military property is subject to the requirements of that property owner and may be towed at any time at Operator's expense.
- d. Within the times specified in Paragraph 2.d., above, after receiving a report from the City or others, Operator shall remove SMDs parked in violation of the parking requirements outlined above, or otherwise in conflict with applicable laws and regulations, or in violation with other SMD or bicycle parking standards to be developed and periodically updated by the City.
- e. SMDs are not permitted to park in one single approximate location in the public right-of-way for more than seven consecutive days without rental.
- f. Failure to adhere to these parking performance measures may result in the City removing the SMD and storing it in a City facility. Operator shall be required to pick up SMDs from such a facility and shall pay all costs associated with removal and storage of the devices, in addition to any applicable fines or fees, or other penalties as appropriate under the law. Subject to applicable laws and regulations, the City shall consider Operator's SMDs abandoned and dispose of them as the City deems fit in the event of that Operator fails to retrieve the device within 5 business days upon being notified of the removal and storage.

6. Data

- a. City may require Operator to provide anonymized fleet and ride activity data for all trips starting or ending within the jurisdiction of City on any vehicle of Operator or of any person or company controlled by, controlling, or under common control with Operator, provided that, to ensure individual privacy:
- 1) such data is provided via an application programming interface, subject to Operator's license agreement for such interface, in compliance with a national data format specification such as the Mobility Data Specification;
 - 2) any such data provided shall be treated as trade secret and proprietary business information, shall not be shared to third parties without Operator's consent, and shall not be treated as owned by the local authority; and
 - 3) such data shall be considered personally identifiable information, and shall under no circumstances be disclosed pursuant to public records requests received by the local authority without prior aggregation or obfuscation to protect individual privacy.

7. Surety Bond

Operator shall maintain a \$5,000 surety bond which the City may use to pay costs related to removing and storing devices that do not comply with these permit requirements, if such costs are not born by Operator.

8. Advertising

Operator shall not advertise or publish City's participation in or endorsement of the Operator on its SMDs or promotional material without the written consent of City of Martinsville. Operator shall not use its SMDs for the sale or display of third-party advertising.

9. Remedies

If Operator violates its obligations under this MOU and such violation is not corrected within one week's time following written notice by the City, the City may immediately terminate Operator's participation under the Demonstration Project, this MOU, and/or suspend or revoke Operator's permit.

10. No Right, Title or Interest

Operator expressly acknowledges that this MOU does not constitute any conveyance, title, or interest in real property, in whole or in part.

Article III. Duration

1. This MOU shall become effective upon the City's signature and shall remain in effect for an initial term of twelve (12) months and may be renewed by Operator for an additional three (3) months upon ten (10) days' notice to, and the written consent of, City of Martinsville. This MOU may be modified only by mutual consent of authorized representatives from both parties, in writing.
2. Upon expiration of the Permit, Operator shall remove all of its SMDs from the City right-of-way.

Article IV. Service Area

This MOU, in conjunction with a completed and approved Permit Application, authorizes Operator to operate within any portion of City of Martinsville.

Article V. Insurance and Indemnification

1. Insurance.

Before providing any SMDs associated with this MOU or any extension of this MOU, Operator must provide to the City Point of Contact a Certificate of Insurance indicating that Operator has in force at a minimum the coverage below. Operator must maintain this coverage until the completion of the MOU or as otherwise stated in the MOU and/or permit documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractor, and products liability. The general aggregate limit must apply to this MOU. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Additional Insured – The City and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- e. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the MOU Term, Operator must notify the City Point of Contact immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this MOU. Not having the required insurance throughout the MOU Term is grounds for termination of this MOU.
- f. Claims-Made Coverage - Any "claims made" policy must remain in force, or Operator must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification - All insurance certificates must state this MOU's number and/or title. Operator must disclose to the City the amount of any deductible or self-insurance component of any of the required policies. The City's acceptance or approval of any insurance will not relieve Operator from any liability or obligation imposed by this MOU or permit documents. Operator is responsible for the for all materials, tools, equipment, appliances and property used in connection with this MOU. Operator assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with any activities associated with this MOU and for all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under this MOU or in connection in any

way whatsoever with the activities performed pursuant to this MOU. Operator's insurance shall be the primary non-contributory insurance for any work performed or activities or services provided for under this MOU.

- h. Operator is as fully responsible to the City for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom Operator employs directly.

2. Indemnification.

Operator covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the City and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "City Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Operator's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the MOU, except to the extent such claims are based on or result from City Indemnitees' negligence or unlawful or wrongful acts or omissions. This duty to save, defend, hold harmless and indemnify shall survive the termination of this MOU. If Operator fails or refuses to fulfill its obligations contained in this section, the Operator must reimburse the City for any and all resulting payments and expenses, including reasonable attorneys' fees. Operator must pay such expenses upon demand by the City. Operator's indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement.

Article VI. FOIA

The Operator acknowledges that documents submitted to the City by Operator—both during the term of this MOU and/or as part of any proposal, quote, or presentation made by Operator to the City unless otherwise marked as confidential and/or proprietary— constitute public records that may be subject to public disclosure or production under the Virginia Freedom of Information Act (VFOIA). Any information contained in any document or record, which Operator considers confidential or of a proprietary nature must be noted at the time of submission. If the City receives a public disclosure request, whether informally or formally, from any person or entity, for such information or documents, the City agrees to immediately notify Operator. The City also agrees to work with Operator to determine whether any information or documents may be protected from disclosure or production under VFOIA; and will act reasonably in this regard. Nothing contained in this MOU shall affect the City's rights and obligations with respect to disclosure or production of records in accordance with VFOIA or other applicable law.

Article VII. Termination

Either party may terminate this MOU (and in doing so, the associated Permit) with 10 days' notice to the other party. Upon termination, Operator shall remove all of the SMDs under its ownership or control within 14 business days of the date of termination and shall cease all operations within the service area once the devices have been removed. City of Martinsville shall consider any of Operator's SMDs not removed as abandoned property and shall dispose of them as it deems fit.

IN WITNESS WHEREOF, the Parties hereto have caused this **MEMORANDUM OF UNDERSTANDING** to be executed as of the date first above written by their duly authorized representatives.

City of Martinsville, Virginia

Title: _____

Signature: _____

Bird

Title: _____

Signature: _____

Date: June 14, 2022

Item No: 5.

Department: City Attorney

Issue: Consider adoption of a resolution changing the membership policy for the Arts & Cultural Committee

Summary: Nine of the eleven members of the Arts & Cultural Committee represent various constituent interest groups in the district. Martinsville Uptown & Revitalization Association was one of those, but MURA has not been in existence for several years. This policy change proposes to replace MURA with a representative nominated by the West Piedmont Planning District Commission.

Attachments: Resolution changing policy.

Recommendations: Adopt resolution by voice vote.

Council Members
Kathy Lawson, Mayor
Jennifer Bowles, Vice-Mayor
Danny Turner
Chad Martin
Tammy Pearson



City Manager
Leon E. Towarnicki
City Attorney
Eric H. Monday
Clerk of Council
Karen Roberts

RESOLUTION

ARTS & CULTURAL COMMITTEE MEMBERSHIP

WHEREAS, section 2-126 of the City Code establishes the eleven-member Arts and Cultural Committee; and

WHEREAS, Council previously designated one of the eleven members as being a representative of the Martinsville Uptown Revitalization Association; and

WHEREAS, MURA no longer exists as corporate entity; and

WHEREAS, The West Piedmont Planning District Commission is an appropriate entity to serve as a replacement constituent;

NOW THEREFORE BE IT RESOLVED, that MURA shall be removed a constituent entity nominating candidate(s) for appointment to the Arts and Cultural Committee and that the West Piedmont Planning District Commission shall instead make such nomination.

* * * * *

Attest:

Karen Roberts, Clerk of Council

Meeting Date: June 14, 2022

Item No: 6.

Department: City Attorney

Issue: Consider adoption of a resolution accepting ownership of the former National Guard Armory on Commonwealth Boulevard, and authorize staff to execute transfer documents.

Summary: The former National Guard Armory on Commonwealth Boulevard has been vacant for some time, and the City has been engaged in negotiations over future ownership. Somewhat unexpectedly, last week the Commonwealth offered to transfer ownership to the City. If the property is accepted, the City will explore options for a future use for the facility.

Attachments: Resolution accepting ownership, draft deed from the state.

Recommendations: Adopt resolution and authorize staff to execute documents as may be necessary for the transfer (voice vote).

This Deed is exempt from recordation taxes and fees under Virginia Code §§ 58.1-811(A)(3), 58.1-811(C)(4), and from the payment of Clerk's fees pursuant to Virginia Code § 17.1-266.

Prepared by:
The Office of the Attorney General of Virginia

Tax Map ID #: 21 (01) 00/01A
Cash Consideration: \$1.00
Assessed Value: \$2,892,200

QUITCLAIM DEED

This QUITCLAIM DEED, dated this _____ day of _____, 2022, by and between the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF MILITARY AFFAIRS, Grantor (the “**Grantor**”), and the CITY OF MARTINSVILLE, VIRGINIA, a municipal corporation, Grantee (the “**Grantee**”), whose address is _____.

WITNESSETH:

WHEREAS, the Commonwealth of Virginia (the “**Commonwealth**”) owns certain real property, together with the improvements thereon (collectively, the “**Property**”), bearing the address of 315 West Commonwealth Boulevard, Martinsville, Virginia, 24114-1063 which Property is held in the possession of the Virginia Department of Military Affairs;

WHEREAS, in consideration of the Commonwealth constructing an armory building on the Property, Grantee conveyed the Property to Grantor pursuant to the deed dated May 3, 1963, and recorded on June 14, 1963, in Deed Book 72 Page 364 (the “**1963 Deed**”) in the Clerk's Office of the Circuit Court of the City of Martinsville, Virginia;

WHEREAS, the 1963 Deed states that further consideration for the conveyance was Grantor and Grantee entering into an agreement attached to and recorded with the 1963 Deed;

WHEREAS, Grantor no longer has need of the Property;

WHEREAS, Virginia Code § 2.2-1150(A)(1) provides that “[w]hen it is deemed to be in the public interest . . . [p]roperty owned by the Commonwealth may be sold . . . to political subdivisions . . . for such consideration as is deemed proper,” subject to specified approvals set forth in Virginia Code § 2.2-1150(B); and

WHEREAS, as evidenced by the execution of this Deed, it is deemed to be in the public interest to convey the Property to Grantee, because Grantee will use the Property for the public interest and benefit, with the approval of the Governor, and in a form approved by the Attorney General.

NOW, THEREFORE, FURTHER WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, and of the public benefit to be derived from this conveyance, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to Virginia Code § 2.2-1150, Grantor does hereby remise, release, and forever QUITCLAIM unto the Grantee, the Property, more fully described as follows, to wit:

BEGINNING at a point in the south right-of-way line of a one hundred foot wide right-of-way, said point being located S 1° 22' W 50.00 feet from a point in the center line of the one hundred foot wide right-of-way, said point in the roadway center line being 2976.65 feet from the west right-of-way line of Liberty Street; thence leaving said point of beginning S 1° 22' W 332.12 feet to a point; thence S 84° 51' W 917.57 feet to a point; thence N 1° 22' E 436.26 feet to a point in the south right-of-way line of the proposed one hundred foot wide right-of-way; thence with said right-of-way S 88° 38' E 911.64 feet to the point of beginning and containing 8.04 acres, all as shown on map and survey prepared by the Engineering Division of the City of Martinsville, Virginia, dated April 23, 1963 and of record in the Clerk's Office of the Circuit Court of the City of Martinsville, Virginia, in Map Book 8, Page 101.

BEING the same property conveyed to the Commonwealth of Virginia, Department of Military Affairs, by Deed from the City of Martinsville, Virginia, dated May 3, 1963, and recorded on June 14, 1963, in the Clerk's Office of the Circuit Court of the City of Martinsville, Virginia, in Deed Book 73, page 364.

The Property is conveyed in its "AS IS WHERE IS, WITH ALL FAULTS" condition, without warranty or representation as to the acreage, boundary lines, condition, value, or permitted use, and without any warranty or representation with regard to the presence of any toxic or hazardous substances or materials of any nature, including but not limited to petroleum, lead, radon, asbestos, or asbestos-related materials.

This conveyance is made expressly subject to (i) any and all rights, privileges, covenants, easements, conditions, restrictions, and agreements as are of record, insofar as they may be lawfully applicable to the Property, (ii) any unrecorded utility easements, including any relocated

easements for utilities and any relocated utility lines and related facilities, on, under or across the Property, and (iii) any and all prior grants, conveyances and/or reservations of the coal, oil, gas, including coalbed methane gas, stone, sand, minerals, and/or other subsurface rights or interests, as are of record, insofar as they may be lawfully applicable to the Property; and, to the extent of any such prior grants, conveyances and/or reservations of coal, oil, gas, including coal bed methane gas, stone, sand, minerals and/or other subsurface rights and interests therein, the same are excluded from this conveyance.

In compliance with Virginia Code § 15.2-1803, this Deed, and the conveyance of the Property described above, have been accepted by Grantee, pursuant to a motion that was unanimously passed by the City Council of the City of Martinsville, Virginia (the “**Council**”), at a meeting of said Council held on _____. A copy of a certificate of the Clerk of the Council certifying said motion is attached to this Deed as **Exhibit A**. Further, acceptance of this Deed and the conveyance of the Property described above to Grantee, is evidenced, below, by the execution of this Deed on behalf of said City by the Grantee’s undersigned duly authorized official.

This transaction has been approved by the Governor of Virginia, acting through the Secretary of Administration, pursuant to Virginia Code §§ 2.2-1150(A)(1) and 2.2-1150(B), and other applicable law, as evidenced by the following or attached approval, which is incorporated herein by reference.

[Signature Pages to follow]

WITNESS the following signatures and seals:

GRANTOR: COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF MILITARY AFFAIRS

BY: _____
Major General Timothy P. Williams,
Adjutant General of Virginia

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing Deed was acknowledged before me this _____ day of _____, 2022,
by Major General Timothy P. Williams, acting in his capacity as Adjutant General of Virginia of
the Department of Military Affairs of the Commonwealth of Virginia, on behalf of the Department
and the Commonwealth of Virginia, in the jurisdiction aforesaid.

My Commission expires: _____

Notary's Registration No. _____

Notary Public

GRANTEE:

CITY OF MARTINSVILLE, VIRGINIA,
a municipal corporation

BY: _____

COMMONWEALTH OF VIRGINIA
CITY OF MARTINSVILLE, to-wit:

The foregoing Deed was acknowledged before me this _____ day of _____, 2022,
by _____, acting in his/her capacity as _____ of the City of
Martinsville, Virginia, on behalf of said City.

My Commission expires: _____

Notary's Registration No. _____

Notary Public

APPROVED AS TO FORM

By: _____, Esq.
City Attorney

APPROVED AS TO FORM

By: _____
Assistant Attorney General

RECOMMEND APPROVAL:

DEPARTMENT OF GENERAL SERVICES

By: _____
Director

APPROVAL BY THE GOVERNOR

Pursuant to Virginia Code § 2.2-1150, and as the official designee of the Governor of Virginia, as authorized and designated by Executive Order No.88 (01), dated December 21, 2001, I hereby approve the conveyance of the property described in the attached or foregoing Deed, and the execution of this instrument for, on behalf of, and in the stead of the Governor of Virginia.

_____ Secretary of Administration	_____ Date
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EXHIBIT A

Copy of Certificate of the Clerk of the City Council of the City of Martinsville, Virginia,
certifying motion passed at a meeting of said City Council held on _____.

Council Members
Kathy Lawson, Mayor
Jennifer Bowles, Vice-Mayor
Danny Turner
Chad Martin
Tammy Pearson



City Manager
Leon E. Towarnicki
City Attorney
Eric H. Monday
Clerk of Council
Karen Roberts

RESOLUTION

ACCEPTING OWNERSHIP OF THE FORMER NATIONAL GUARD ARMORY

WHEREAS, the Virginia National Guard Armory on Commonwealth Boulevard not sits vacant and has been declared as surplus property by the Commonwealth of Virginia Department of Military Affairs; and

WHEREAS, the Virginia Department of Military Affairs has offered the Armory to the City; and

WHEREAS, the City desires to accept ownership and repurpose the facility;

NOW THEREFORE, BE IT RESOLVED, on this 14th day of June, 2022, that the City accepts ownership of the former National Guard Armory form the Virginia Department of Military Affairs and extends its sincere thanks to the Commonwealth for its generosity.

* * * * *

Attest:

Karen Roberts, Clerk of Council

Meeting Date: June 14, 2022

Item No: 7.

Department: Finance

Issue: Consider approval of the consent agenda

Summary:

The attachment amends the FY22 budget with appropriations in the following fund:

FY22

School ESSER/CARES Funds: \$ 741,353 – ESSER/CARES

Attachments: Consent Agenda – 6-14-2022

Recommendations: Approve

BUDGET ADDITIONS FOR 6/14/2022

ORG	OBJECT	DESCRIPTION	DEBIT	CREDIT
FY2022				
<u>School ESSER/CARES</u>				
19102926	499995	ESSER		741,353
97100110	566056	NON-CAPITAL EQUIPMENT	17,800	
98000212	561620	SUPPLEMENTAL S&W	538,500	
98000212	562100	SOCIAL SECURITY PAYMENTS	33,347	
98000212	562150	MEDICARE FICA	7,799	
98000222	566000	MATERIALS & SUPPLIES	40,823	
98000820	561150	CLERICAL S&W	19,500	
98000820	562100	SOCIAL SECURITY PAYMENTS	1,492	
98000820	562220	HYBRID VRS PROF	3,241	
98000820	562300	GROUP MEDICAL INSURANCE	1,158	
98000820	562400	STATE LIFE INSURANCE	262	
98000820	562521	VLDP COMP PROF	47	
98000820	562750	RHCC	236	
98000820	566040	TCH SOFTWARE & ONLINE CONTENT	77,148	
Total 19 FUND - SCHOOL ESSER			\$ 741,353	\$ 741,353