AGENDA--CITY COUNCIL
CITY OF MARTINSVILLE, VIRGINIA
Council Chambers – Municipal Building

5:00pm Work Session 6:00pm Executive Session 7:00pm Regular Session

Tuesday February 27, 2024

5:00 pm – WORK SESSION / BRIEFING

1. Discuss Consent Agenda Items
   A. State Grant Appropriation
   B. Virginia Department of Transportation Commitment and Signatory Resolution
2. Briefings and Presentations
   A. ARPA Funding Update
3. Quarterly Department Updates:
   A. Police Department
   B. Fire Department

7:00 pm - Regular Session

1. Call to Order

2. Pledge to the American Flag by Council Member Kathy Lawson.

3. Invocation – Evangelist Caleb Robertson of Danville Church of Christ

4. Proclamations and Presentations
   A. Proclamation recognizing Barry Nelson, 2024 TIME Dealer of the Year for Virginia

5. Consent Agenda
   A. Grant Appropriations
      1. State Grant Appropriation
      2. Virginia Department of Transportation Commitment and Signatory Resolution
   B. Items Previously Discussed
      1. Consideration of Amendments to Nuisance Code Ordinance

6. Public Hearing
   A. Public Hearing and Consideration of Ordinance to Amend and Restate the Establishment of the Martinsville Land Bank Authority

7. Regular agenda or New business
   A. MRHA Resolution for Donation Option Agreement for Aaron Mills Senior Housing Project
   B. Extension of Sales Agreement with Kayak Hotel Group
   C. ARPA Funding Update

8. Communications from Visitors / Business from the Floor

The public comment portion of the Council meeting provides citizens with 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 the City of Martinsville, attn.: Karen Roberts, P.O. Drawer 1112, Martinsville, VA 24114. Comments must be received by 12:00noon February 26, 2024. 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 AGENDA--CITY COUNCIL CITY OF MARTINSVILLE, VIRGINIA Council Chambers – Municipal Building 5:00pm Work Session 7:00pm Regular Session DATE 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. Communications
    A. City Manager
    B. City Attorney
    C. Deputy City Clerk
    D. Monthly Financial Update

11. Adjournment

STAFF REPORT

MEETINGS: February 27, 2024

TITLE: State Grant Appropriation

STAFF RESPONSIBLE Mandy McGhee, Director of Finance

BACKGROUND/HISTORY

The City of Martinsville was awarded a Cooperative Planning Grant by the Opioid Abatement Authority since the budget was approved. The grants represent additional revenue for specific purposes, and in ordinance with accepted financial practices, such funds are not appropriated until receipt of the funds. The grants received were as follows:

- $20,000 – Opioid Abatement Authority – Cooperative Planning Grant with Henry County
- $34,231 – Direct Settlement Funds from Wilmington Trust Settlement

POLICY EXPLANATION

§ 15.2-2507. Amendment of budget.
A. Any locality may amend its budget to adjust the aggregate amount to be appropriated during the current fiscal year as shown in the currently adopted budget as prescribed by § 15.2-2504. However, any amendment exceeding one percent of the total expenditures shown in the currently adopted budget must be accomplished by publishing a notice of a meeting and a public hearing once in a newspaper with general circulation in that locality at least seven days before the meeting date. The notice shall state the governing body's intent to amend the budget and include a brief synopsis of the proposed budget amendment. Any local governing body may adopt such an amendment at the advertised meeting after first providing a public hearing during such meeting on the proposed budget amendments

FISCAL IMPACT/FUNDING SOURCE

This will generate an additional $54,231 in revenue for project-specific activities in FY24.

The City and Henry County were awarded a state grant from the Opioid Abatement Authority for $20,000 to conduct a strategic needs assessment to determine the best use of opioid funding received from Direct Settlement. The City and County will use $12,907 each from Direct Settlement Funds for the match.

The city has received $ 239,004.15 from the Direct Settlement, a total of $20,000 from the Commonwealth of Virginia for $ 259,004. The remaining balance of opioid funds will then be $226,097.

AVAILABLE BUDGET	AMOUNT	Budget Line
$0.00	20,000	75101917-442903
$0.00	34,231	75100908-482918

ACTION REQUESTED/ALTERNATIVES:

1. Approval of Allocation
2. Do Not Approve Appropriation
3. Other Action as Approved by City Council

ATTACHMENTS:

1. None

STAFF REPORT

MEETINGS: February 27, 2024

TITLE: Virginia Department of Transportation Commitment and Signatory Resolution

STAFF RESPONSIBLE Greg Maggard

BACKGROUND/HISTORY

The City of Martinsville partners with the Virginia Department of Transportation (VDOT) to complete roadway modifications and improvements. As part of this partnership, VDOT routinely requires a promise of participation from local municipal partners in the form of a resolution of commitment. The resolution also provides signatory authorization to City designees. Past councils have passed the required resolution allowing for the continuation of this partnership.

POLICY EXPLANATION

A key outcome of the City of Martinsville's Strategic Plan is to produce clean, attractive, and vibrant neighborhoods and communities. New and restored roadways aid in achieving this goal by increasing the aesthetics and safety of the roadway system.

FISCAL IMPACT/FUNDING SOURCE

Most projects performed within the City are fully funded by VDOT. Occasionally, the city may be required to provide a local share of the project costs. In these instances, funds are budgeted for the specific projects out of Street Maintenance Funds from the Commonwealth of Virginia & Virginia Department of Transportation.

AVAILABLE BUDGET	PURCHASE AMOUNT
N/A	**N/A**

ACTION REQUESTED/ALTERNATIVES

Move to approve the Resolution Affirming Commitment to Fund the Locality Share of Projects Under Agreement with the Virginia Department of Transportation and
Provide Signature Authority.

ATTACHMENTS

RESOLUTION
AFFIRMING COMMITMENT TO FUND THE LOCALITY SHARE OF PROJECTS
UNDER AGREEMENT WITH THE VIRGNIA DEPARTMENT OF TRANSPORATION
AND PROVIDE SIGNATURE AUTHORITY

WHEREAS the City of Martinsville is a recipient of Virginia Department of Transportation funds under various grant programs for transportation-related projects; and

WHEREAS, the Virginia Department of Transportation requires each locality, by resolution, to provide assurance of its commitment to funding its local share; and

THEREFORE, IT IS HEREBY RESOLVED, by the City of Martinsville hereby commits to fund its local share of preliminary engineering, right-of-way, and construction (as applicable) of the project(s) under agreement with the Virginia Department of Transportation in accordance with the project financial document(s); and

BE IT FURTHER RESOLVED that the City Manager and/or her designee are authorized to execute all agreements and/or addendums for any approved projects with the Virginia Department of Transportation.

In witness whereof, the forgoing was adopted by City of Martinsville, Virginia on February 27, 2024.

(locality seal) ____
Clerk of Court

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STAFF REPORT

MEETINGS: February 27, 2024

TITLE: ARPA Funding Update

STAFF RESPONSIBLE Mandy McGhee, Director of Finance

BACKGROUND/HISTORY

In March of 2021, Congress passed the American Rescue Plan Act (ARPA). Funds are used to help local government nationwide with COVID-19 pandemic recovery assistance. Martinsville received a total of $15.4M ARPA allocation.

The city will provide an ARPA update and discuss allocating the remaining ARPA funds for project-specific purposes.

POLICY EXPLANATION

Sec. 2-23. - Reports from Director of Finance The director of Finance shall prepare such financial reports and data as may be requested by the city manager, including monthly financial reports, on or before the twenty-second of the month following the end of each month, which shall show the general status of all funds and accounts as of the last day of the month.

(Code 1971, § 6-7; Ord. No. 88-11, 12-13-88)

FISCAL IMPACT/FUNDING SOURCE

.

AVAILABLE BUDGET	PURCHASE AMOUNT
N/A	N/A

ACTION REQUESTED/ALTERNATIVES:

1. .

ATTACHMENTS:

1. .

Quarterly Department Report

Martinsville
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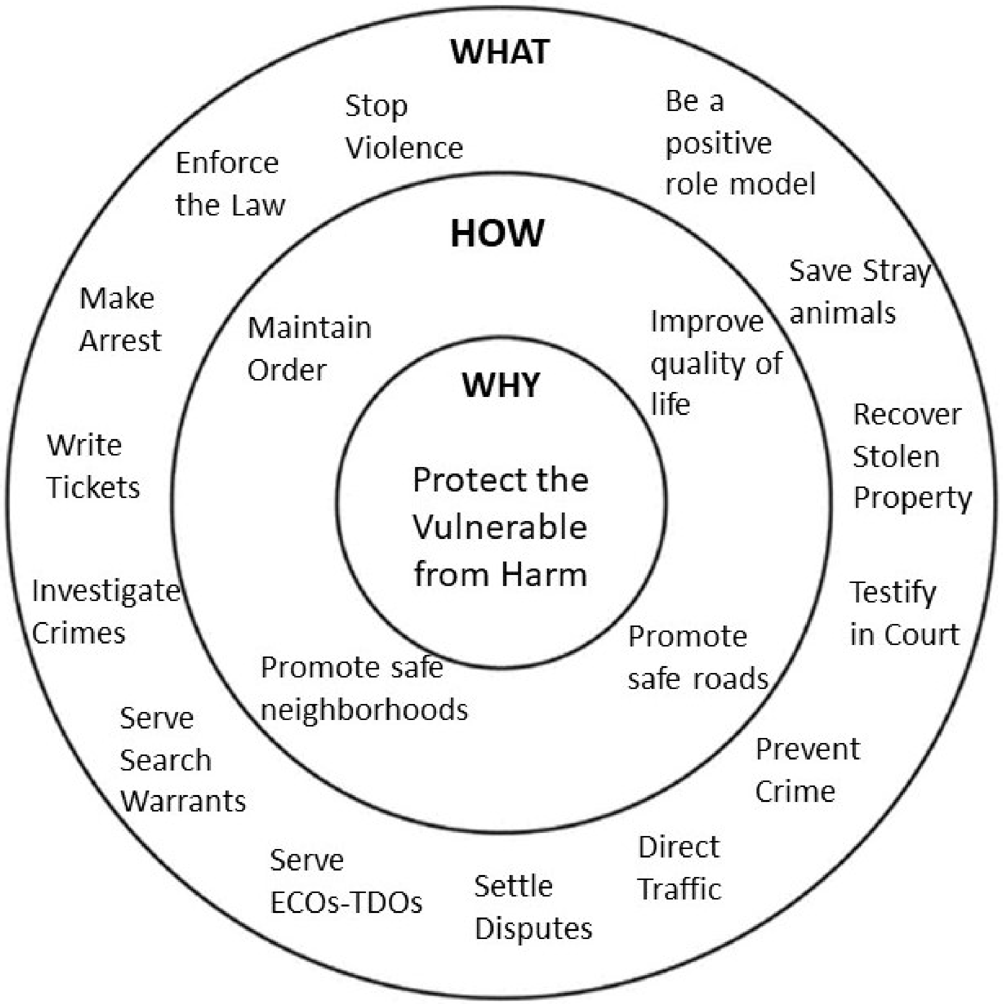
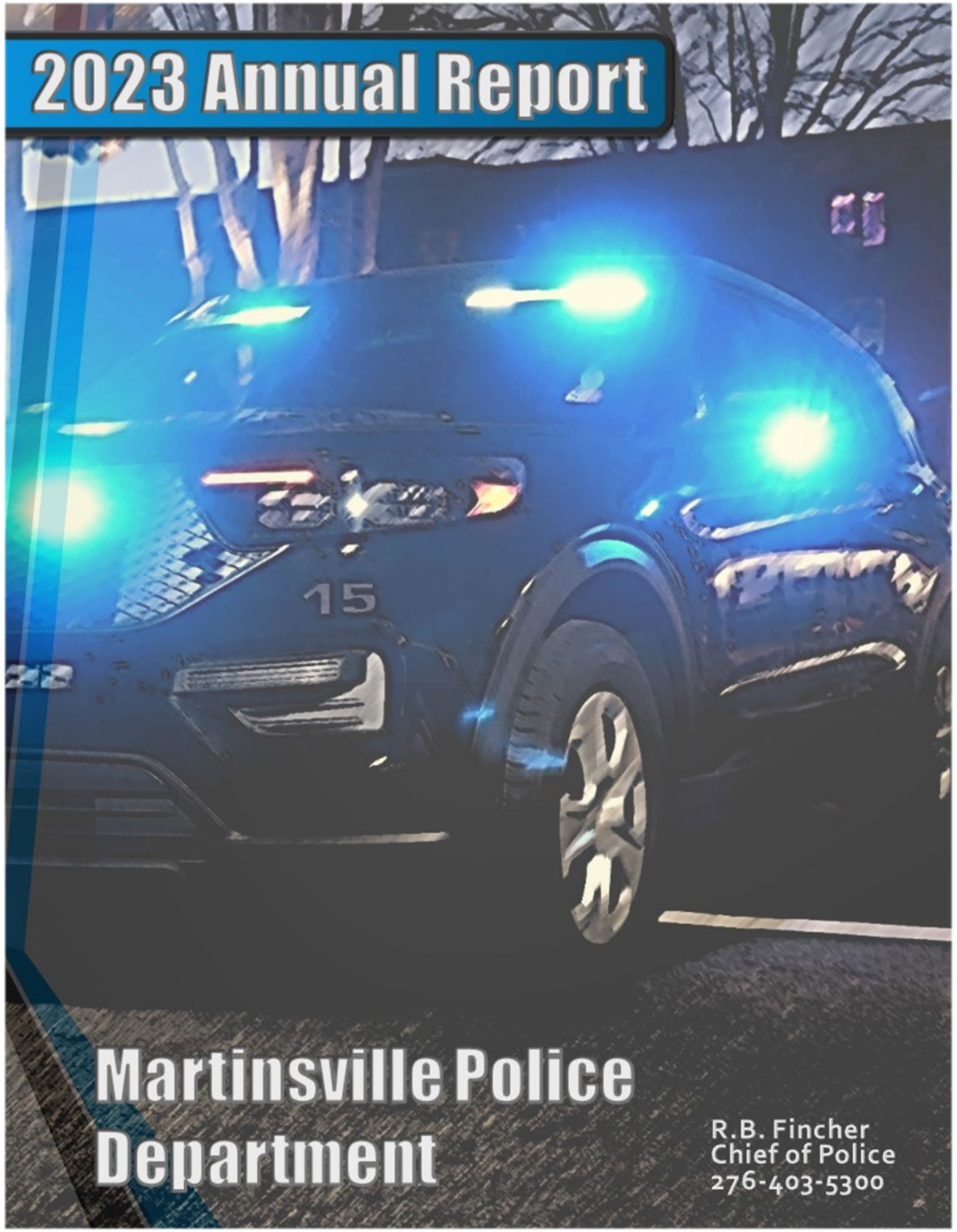
Start with the WHY.
Why do police exist?



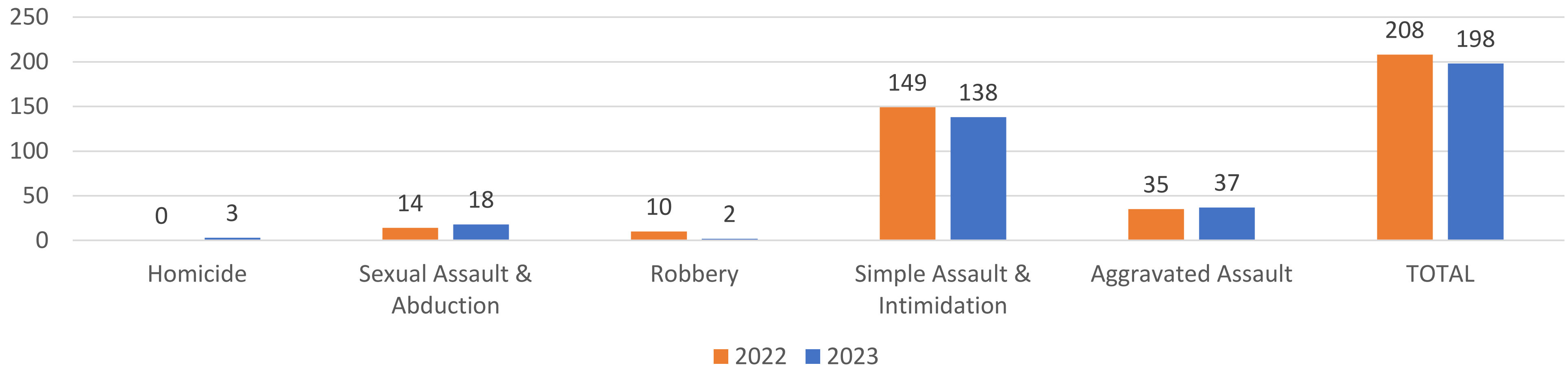
The Martinsville Police Department 2023 Annual Report

The numbers an figures included in the report were calculated at the time of printing and are subject to change.

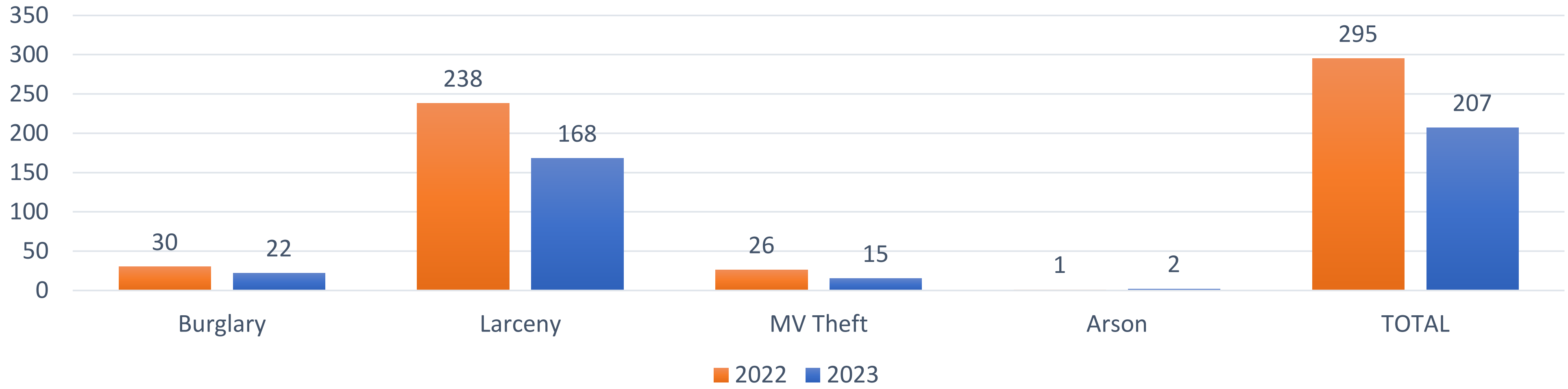


Year in Review

VIOLENT CRIME

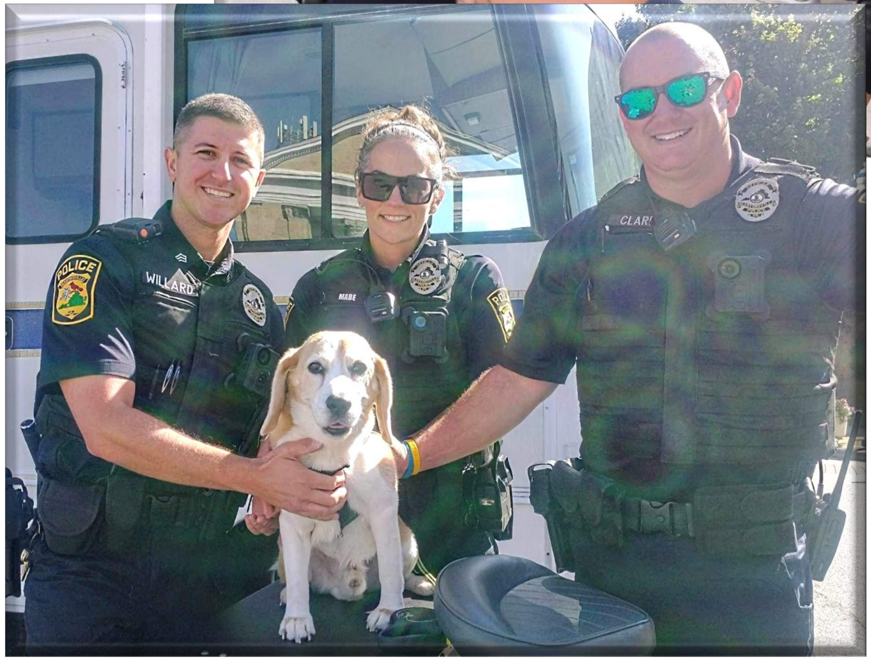


PROPERTY CRIME



TOTAL CRIME 2022 503
TOTAL CRIME 2023 405

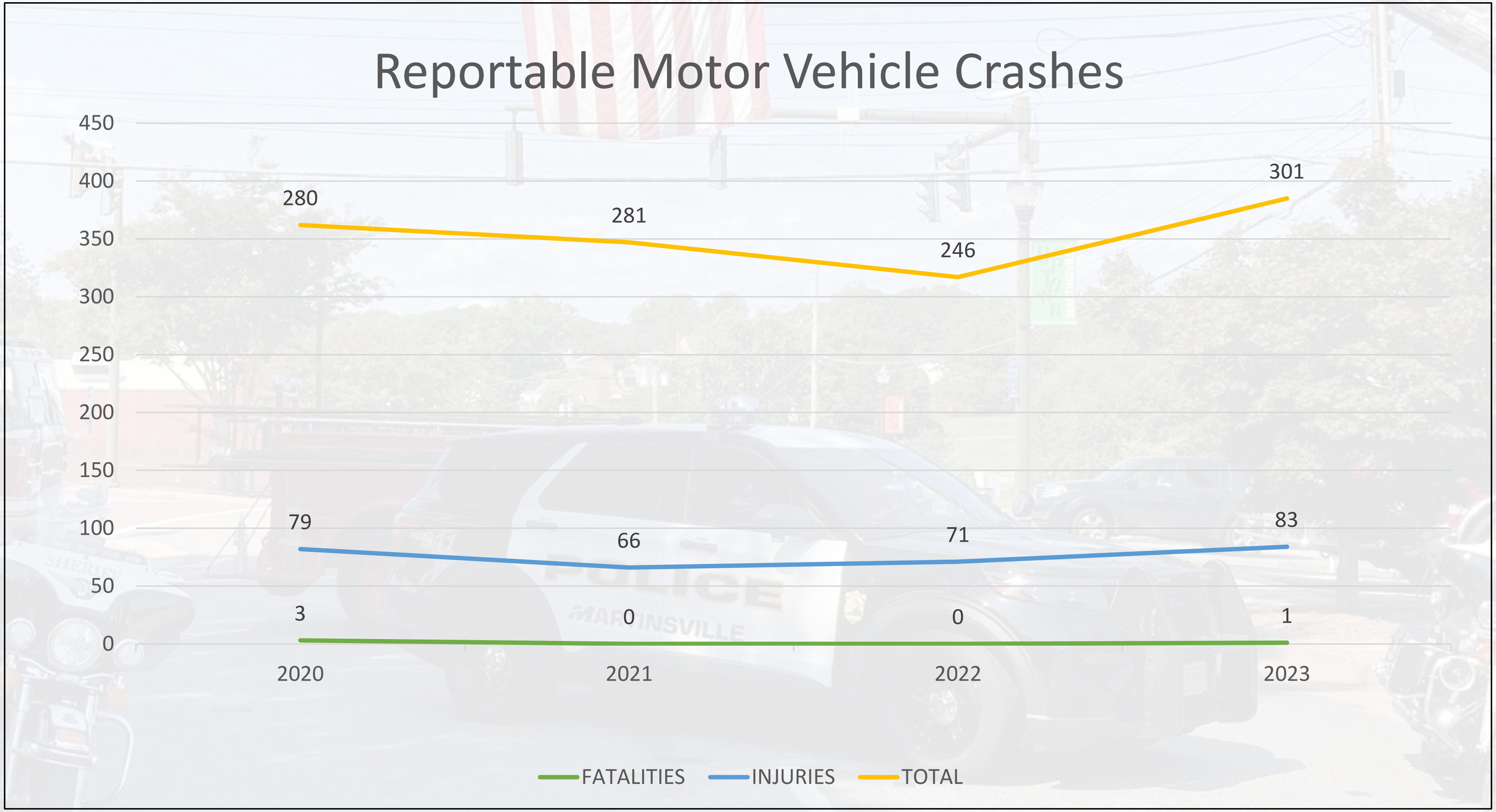
19.48% DECREASE IN CRIME



CITIZENS' TOP 10 CALLS FOR SERVICE 2023

1.Call by Phone	1757
2.Suspicious Circumstances	1364
3.Dog/Animal Calls	948
4.911 Open Line/Hang Up	624
5.Disturbances	620
6.Business Alarms	454
7.Larcenies	412
8.Report in Person	398
9.Motor Vehicle Accidents	392
10.Assist Motorist	286

TRAFFIC


Reportable Motor Vehicle Crashes
450
400
350
300
250
200
150
100
50
0
280
281
246
301
79
66
71
83
3
0
0
1
2020
2021
2022
2023
FATALITIES
INJURIES
TOTAL

OPERATION BOLD BLUE LINE GRANT

The Martinsville Police Department was awarded grant funds for Governor Glenn Youngkin's initiative "Operation Bold Blue Line." The operation is a sustained effort to comprehensively address the challenge of reducing violent crimes to make communities safer. The grant also awarded funds for equipment for obtaining real-time crime information, forensic science equipment, equipment to aid in police response, and equipment to increase officer safety. Some of the equipment obtained with these funds include:

Flock ALPR Camera System	**$371,850**
Covert Pole Cameras	**$3,330**
FARO Crime Scene Laser Scanner	**$59,780**
Cellbrite Cellular Data Extractor	**$55,085**
TruNarc Handheld Narcotics Analyzers	**$62,100**
SWAT Tactical Vests	**$48,960**
Volcanic Electric Bikes	**$23,196**
TUORE-V Off Road Electric Vehicle	**$17,500**
SWAT Radio Headsets	**$19,777**
Recon Robotics Throw-bot	**$19,190**
Surveillance Vehicle	**$32,229**
Criminal Investigations Equipment	**$7,020**

Total Grant - $720,056

DMV Now

Virginia Department of Motor Vehicles

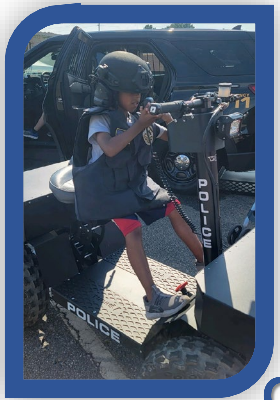
GRANT

Each year, the Martinsville Police Department receives grant funding from the Division of Motor Vehicles. Based on statistical data, the grants are given to jurisdictions to reduce accidents, injuries, and deaths related to vehicle crashes. The 2023 funding was used to purchase a new radar unit and fund additional traffic enforcement efforts.

<u>Total Grant - $16,230</u>

Community Engagement

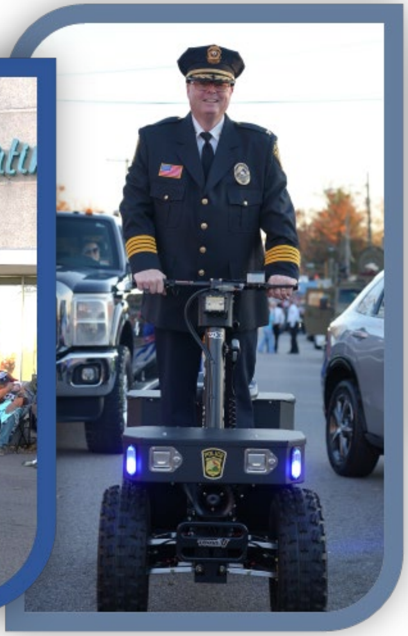
Touch a Truck

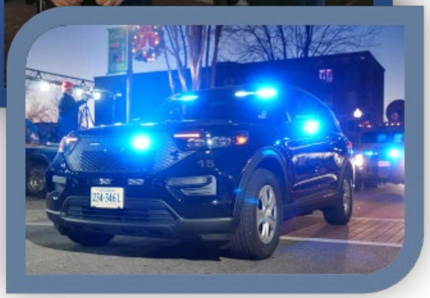


Octoberfest

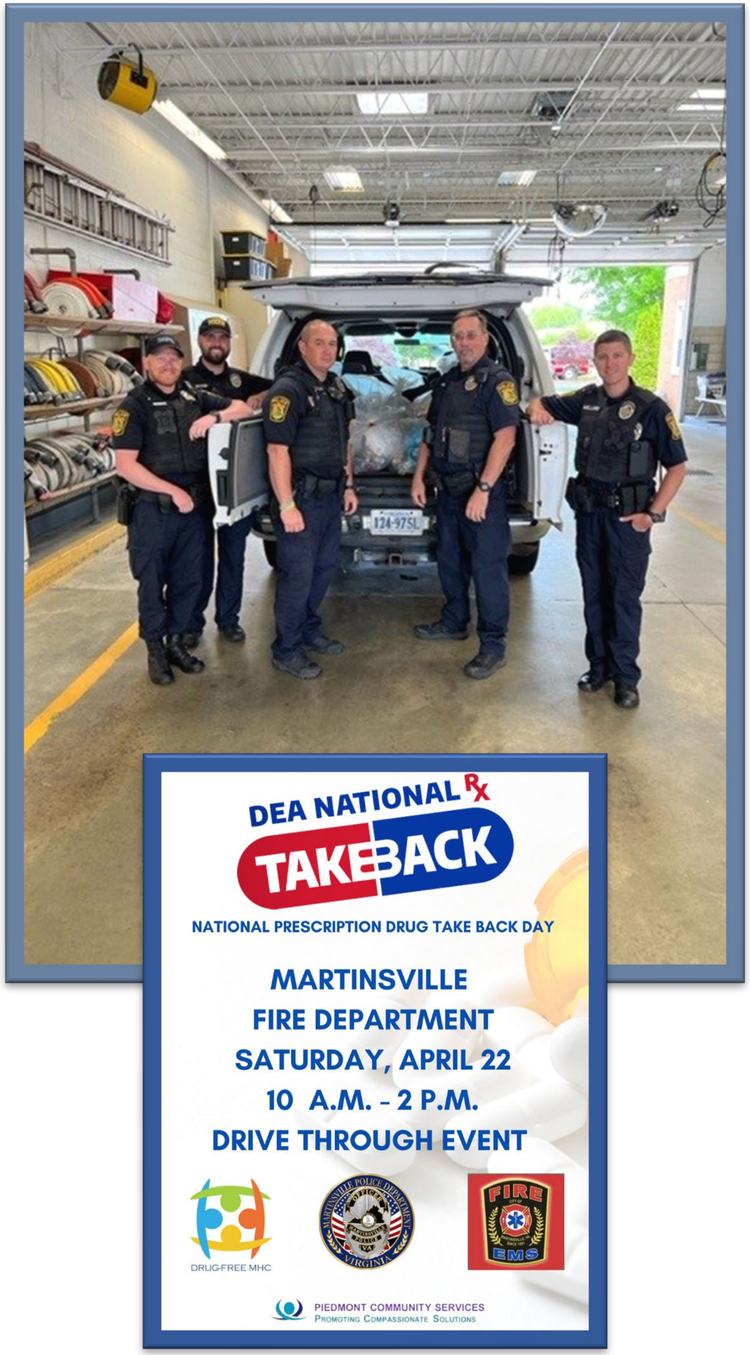
Fast Track - Trade Show

Christmas Parade





Drug Take-Back



The Martinsville Police Department conducted two drug take-backs in 2023. Over *<u>500 pounds</u>* of unused prescription medications were safely disposed of as a result of this event!

Community Engagement

Martinsville PD hosted

Catalytic Converter Marking Event

This event helped to raise awareness about catalytic covert thefts and discourage potential thieves by uniquely marking each converter.

Community Engagement

Santa Cops For Kids

2023 was our largest shopping event to date. We were able to shop with 127 children from our local community.

VLEPSC Accredited Agency

The Martinsville Police Department is an agency accredited by the Virginia Law Enforcement Professional Standards Commission. The Department was first accredited in 1998 and has maintained accreditation for 4-year intervals in 2003, 2007, 2011, 2015, 2019, and most recently in January 2023. Accreditation is the ongoing process whereby agencies evaluate policy and procedure against established criteria and have compliance with that criterion verified by an independent and authoritative body.

The Full 2023 Annual Report is available @

https://www.martinsville-va.gov/178/Police

www.facebook.com/MartinsvillePD

@PDMartinsville
@MPDASHIFT
@MPDBSHIFT
@MPD_C_SHIFT
@MPDDSHIFT
@MpdCommunity
@mpdCID

Martinsville Fire & EMS

February 13, 2024 – City Council Update

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Departmental Divisions

- Fire and EMS Divisions
  - Administrative Personnel – 3
  - Operational Shifts – 24 (2 – Vacancies)
    - FF/ALS – 22
    - FF/BLS – 2
  - Part-Time Firefighters - 5
- Fire Marshal's Office
  - Fire Marshal - 1
  - Part-Time Fire Marshals – 2
- Non-Emergency Transport Division
  - EMT's – 2
- Emergency Management and Safety Division
  - Emergency Management Coordinator – 1
  - Assistant Emergency Management Coordinator – 1
- Community Health Worker
  - Grant funded
  - Currently vacant. Using grant funds to pay personnel to handle referrals
  - Grant terminates at the end of June 2024

Daily Staffing
E-1 – 2-3 Personnel
M-1/L-1 (ALS)– 2 Personnel
M-3/E-3 (ALS)– 2 Personnel

Departmental Statistics

Fire Division		
Activity Type	2023	2024 YTD
Fire Responses	415	64
Fire Mutual-Aid Provided	7	5
Fire Mutual-Aid Received	17	4
EMS Responses	3104	470
EMS Mutual-Aid Provided	151	13
EMS Mutual-Aid Received	67	14
Community Health Worker	144	6
Non-Emergency Transports	776	122
Total Responses	4295	662
Non-Response Activities	2023	January 2024
Total Shift Training Hours - Fire and EMS	5220	440.5
Station Tours/Individuals	187	0
Off-Site Public Education/Individuals	4285	0
Child Safety Seat Installations	50	3
Smoke Detectors Installed	952	60
Pre-Plans/Walk Throughs Conducted	44	3
Confined Space Stand-By	0	2
Fire Safety Inspections	217	24
Fire Investigations	6	2

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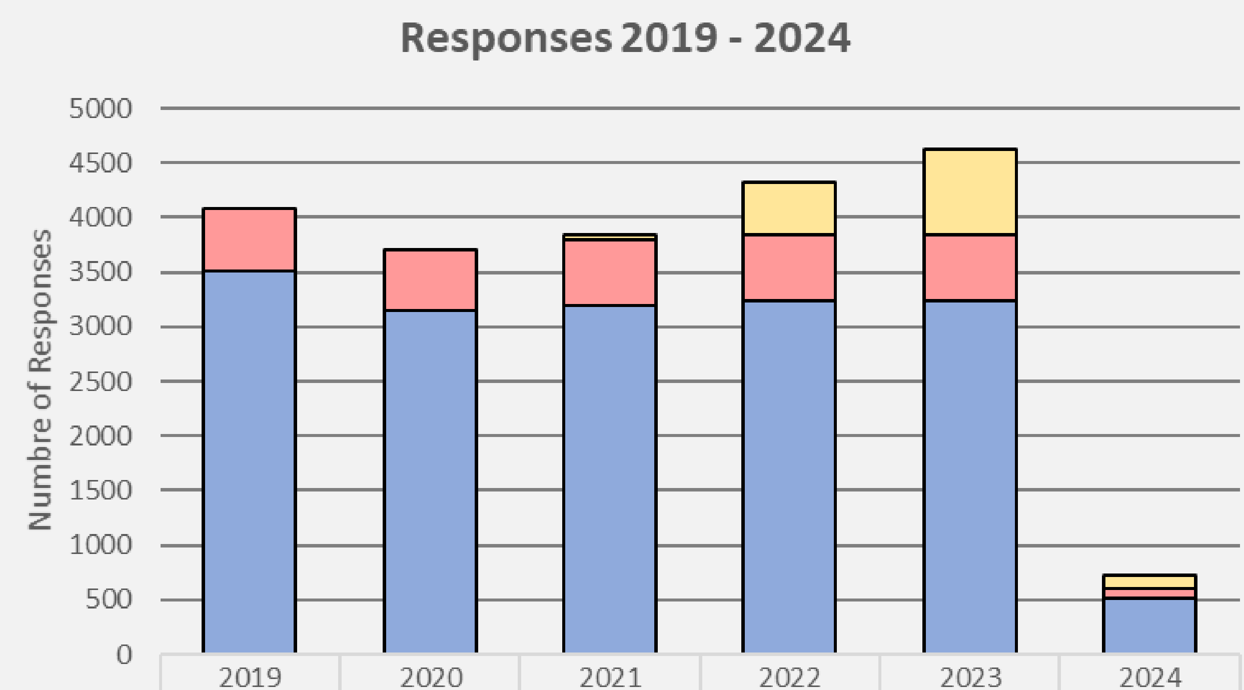
City of Martinsville

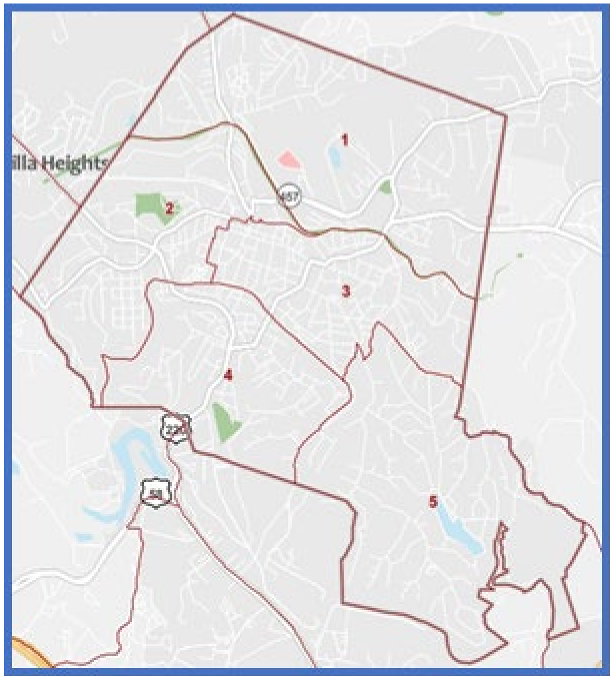
Departmental Responses

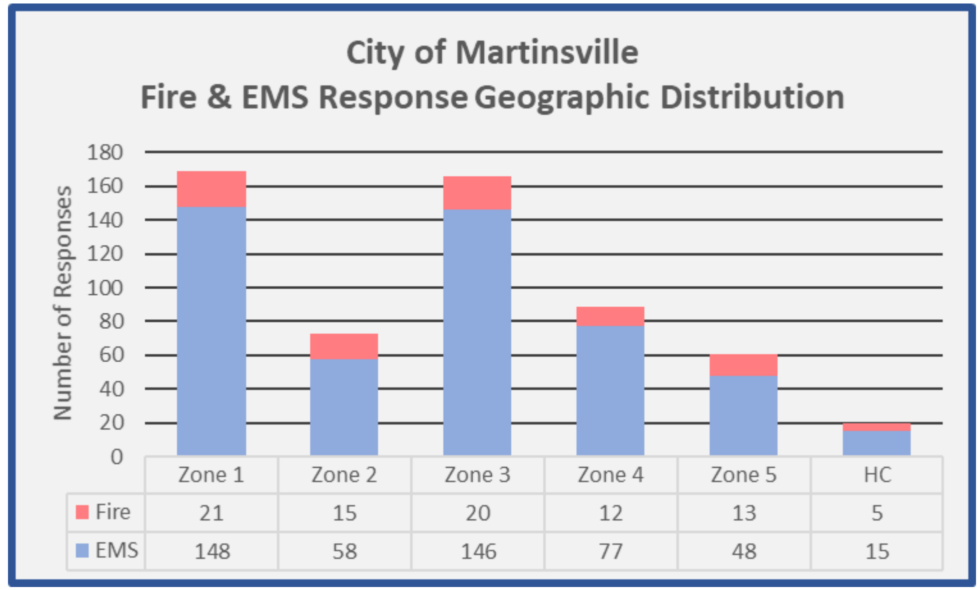


	2019	2020	2021	2022	2023	2024
NET			51	487	776	122
Fire	578	550	595	603	601	85
EMS	3502	3154	3199	3230	3240	510

City of Martinsville

Geographical Distribution of Responses - 2024

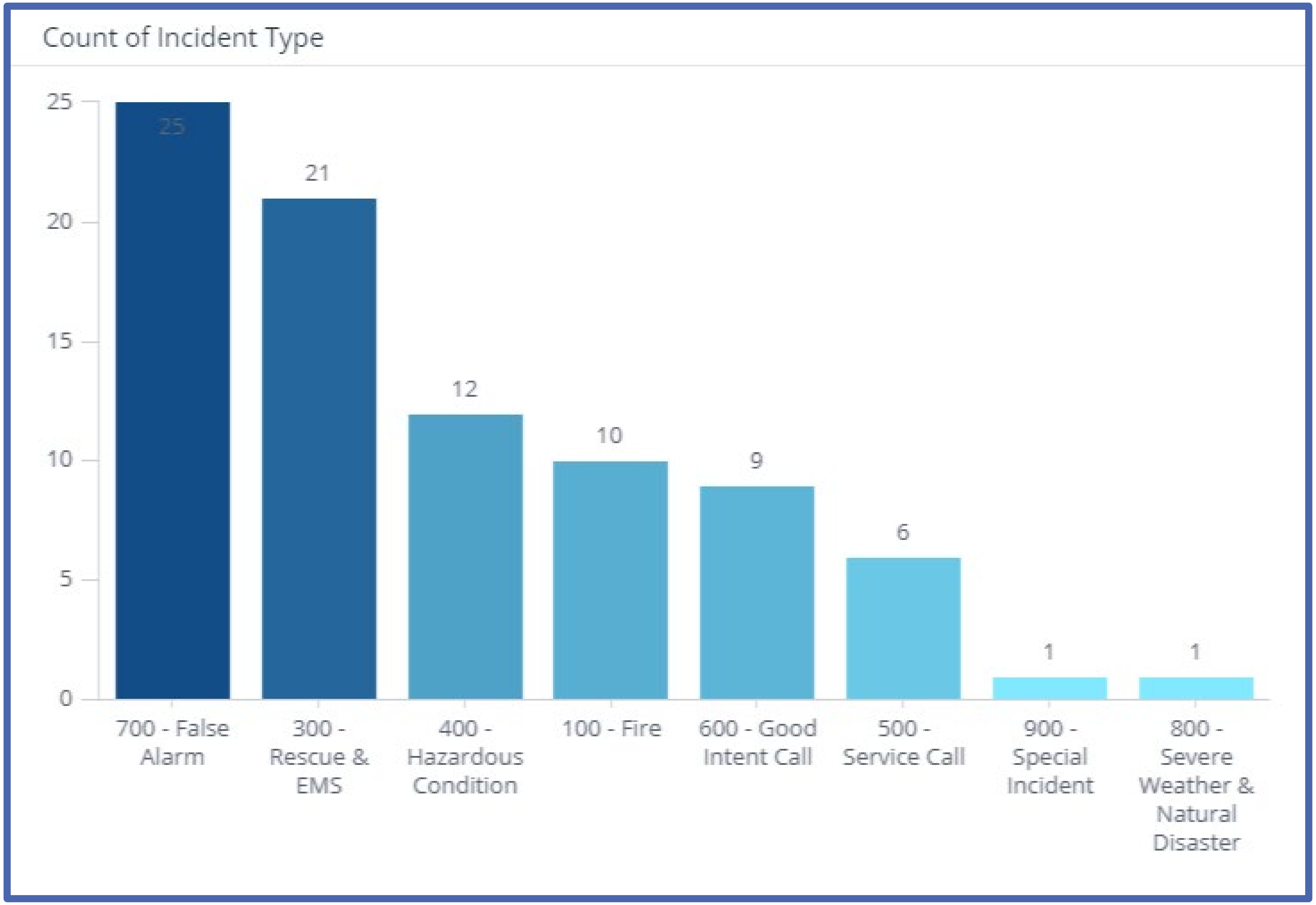




	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	HC
Fire	21	15	20	12	13	5
EMS	148	58	146	77	48	15

City of Martinsville

Fire Incident Types Through January 2024



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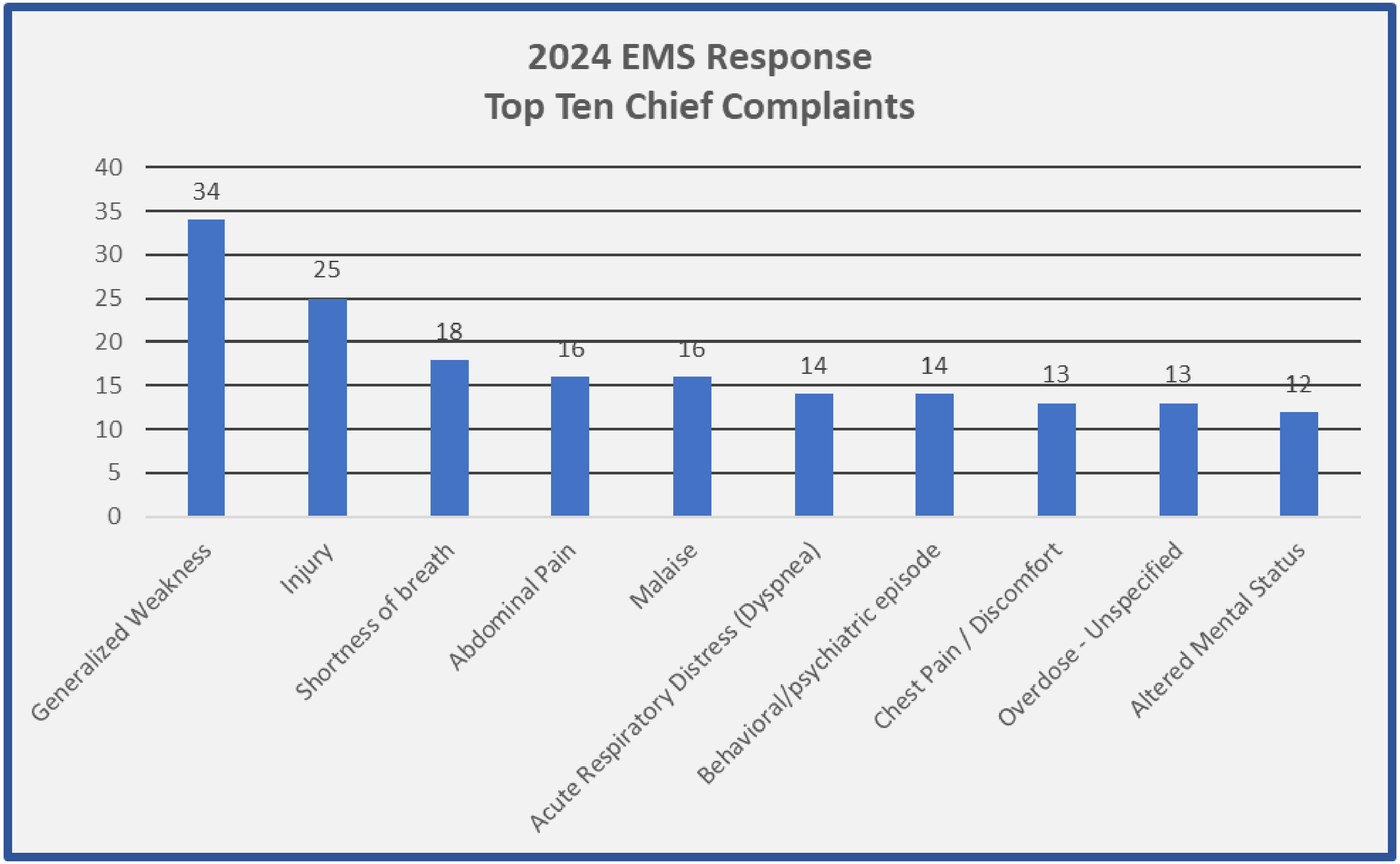
City of Martinsville

EMS Responses - 2024



Budget – Fiscal Year 2024

Revenues

Transport Type	FY 2023	FY 2024
Emergency Transport	$ 555,363.79	$ 360,779.33
Non-Emergency Transport	$ 161,128.14	$ 79,253.52
Total	**$ 716,491.93**	**$ 423,892.50**

Expenses

Division Name	FY 2024 Budgeted	FYTD
Fire	$ 2,783,740.00	$ 1,477,032.00
EMS	$ 285,445.00	$ 191,212.15
Non-Emergency Transport	$ 161,472.00	$ 83,894.18
Emergency Management/Safety	$ 238,301.00	$ 176,301.79
Total	**$ 3,468,958.00**	**$ 1,928,440.12**
Percentage Used (Target is 58%)		**56%**

Questions?

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City of Martinsville

Martinsville
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PROCLAMATION

BARRY NELSON

WHEREAS, Barry Nelson of Autos by Nelson in Martinsville, Virginia was honored with the esteemed TIME Dealer of the Year award at the 2024 National Automobile Dealers Association (NADA) Show in Las Vegas, Nevada. Nelson was chosen from 16,000 dealers nationwide to represent the Virginia Automobile Dealers Association. This accolade is considered a significant honor within the auto industry, highlighting successful dealership operations and deep-rooted commitment to community service, and

WHEREAS, Nelson began his journey in the auto industry right after graduating from George Washington Carver High School. He joined the family-owned Ford store in Bassett, Virginia under his father G.R. Nelson's leadership. Nelson mastered the intricacies of the car business by working through every position at the dealership. This hands-on experience gave him the expertise to manage, and eventually spearhead their own auto group, and

WHEREAS, the Nelson family name grew stronger as they expanded their reach by acquiring various franchises and stores. Today, their umbrella company, Autos by Nelson, boasts several new car dealerships across Virginia, housing major brands such as Chevrolet, Ford, GMC, Honda, and others, and

WHEREAS, Nelson is passionate about giving back to the community. He has coached American Legion Baseball for over 16 years, generously supports the Martinsville Community Recreation Association, and played a pivotal role in establishing the Patrick & Henry Community College (PHCC) baseball program. His dedication to community growth extends beyond sports; his involvement with the Martinsville Henry County Chamber of Commerce and the Henry County Industrial Development Authority showcases his commitment to local business growth and job creation, and

WHEREAS, in recognition of his longstanding service to the community, the Virginia Automobile Dealers Association Committee not only selected Nelson for this prestigious award but also awarded a monetary reward of $10,000 for Nelson to donate to a charity of his choice.

NOW THEREFORE, I, LC Jones, Mayor of Martinsville, call upon the citizens of Martinsville to honor and recognize Barry Nelson for this honorable recognition and for his commitment and dedicated work within Martinsville and Henry County.

____

LC Jones, Mayor

STAFF REPORT

Martinsville
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MEETINGS: February 27, 2024

TITLE: Consideration of Amendments to Nuisance Code Ordinance

STAFF RESPONSIBLE Keith Holland, Community Development Director

BACKGROUND/HISTORY

The City Council has placed an emphasis on addressing blight and stronger enforcement of public nuisance violations throughout Martinsville. The Interim City Manager Glenn Adams asked the Community Development staff, working in conjunction with the City Attorney, to strengthen and revise the applicable Martinsville Code sections to address necessary changes, particularly concerning excessive growth of vegetation on parcels in the City limits. With spring approaching and the growing season soon to follow, this ordinance revision will address several needed improvements over the existing city code language.

POLICY EXPLANATION

Overgrown vegetation on both developed and vacant lots is a cause of blight and deterioration of property and can lead to public health and safety concerns and complaints. Despite posing similar concerns in terms of public health and safety, currently, the City Code prescribes different standards for what constitutes actionable nuisance violations and provides different standards for giving notices of violation to owners and occupants of property. The revised ordinance is aimed at simplifying these standards and providing more uniform processes for enforcement. Additionally, the revised ordinance is intended to vest enforcement authority in the City Department with the expertise and manpower to enforce nuisance violations. The Community Development Department has personnel to address compliance with both property and building maintenance codes. The previous ordinance granted authority to the Public Works Director to abate these nuisance issues. The revised ordinance places this responsibility with the Community Development Director and better addresses nuisance violations under City Code sections 13-37, 15.2-21 and 15.2.22.

FISCAL IMPACT/FUNDING SOURCE

No additional costs are expected. The ordinance may perhaps provide cost savings usually incurred with frequent violators by reseeding with clover or other slow-growth vegetation for chronic violators of high grass and weeds

AVAILABLE BUDGET	PURCHASE AMOUNT
Not Applicable	Not Applicable

STAFF REPORT

ACTION REQUESTED/ALTERNATIVES:

1. Staff recommends approval of the attached ordinance on second reading

ATTACHMENTS:

1. Ordinance #2024-1

City of Martinsville, Virginia

Ordinance No. 2024-1

BE IT ORDAINED by the Council of the City of Martinsville, Virginia, in Regular Session held February 27, 2024 that Sections 13-37, 15.5-21 and 15.5-22of the Code of the City of Martinsville be amended to hereafter read as follows:

Sec. 13-37. Excessive growth of grass, weeds, etc., on vacant property.

(a) It shall be the duty of the owner of any parcel of land in the city to cut or cause to be cut all grass, weeds or like vegetative growth so that such growth at no time exceeds a height of eighteen (18) inches above the ground unless such growth, due to unusual physical characteristics of the property is deemed by the director of public works to not create a potential threat to public health or safety; and it shall be the duty of the owner of any legally established lot situated in the city fronting a city-maintained public street to cut thereon any weeds, brush, grass or like vegetative growth if an occupied building or residence is situated on an adjacent lot, subject to the following:

(1) All grass, weeds or like vegetative growth shall be cut so that no such growth exceeds at any time a height of ten (10) inches above ground for a depth of eighty (80) feet from the street line measured at ninety (90) degrees with the street line; and

(2) Such vegetative growth shall be cut as often as necessary to comply with the standards stated herein, which shall be no less frequent than two (2) times per year between May 15 and June 15; and between August 1 and September 1.

The director of public works may grant a variance from these requirements if, in his opinion, steep slopes or terrain make it impractical to cut such vegetative growth as described above provided that the intent of these requirements is complied with. Should the owner of any such property fail or refuse to abide by this requirement, the director of public works shall give a written notice to such owner requiring him to cut or have cut such grass, weeds or vegetative growth within fifteen (15) days after the date of the notice.

(b) The notice referred to in subsection (a) above shall be given to the owner by personally serving a copy of such notice on the owner or his agent or by mailing a copy to the owner at his last known post office address by registered or certified mail, return receipt requested, or if the owner or his address is unknown, by publication of such notice in a newspaper of general circulation in the city once per week for two (2) successive weeks. A copy of such notice sent to the owner by registered or certified mail at the address of such owner listed on the land books of the city shall be deemed sufficient and equivalent to notice having been received by the owner, regardless of whether such copy is returned undelivered or not.

(c) Upon the failure or refusal of the owner, after serving of the notice pursuant to this section, to cut or cause to be cut the grass, weeds or vegetative growth within the time provided, the director of public works may have the necessary work done by city employees or city agents under contract. All of the actual costs and expenses of such work, plus the cost of serving the notice, shall be chargeable to and paid by the owner of the property. Any bill sent to the owner which is not paid within thirty (30) days shall be transmitted to the city treasurer, who shall include such bill in the next regular real estate tax bill sent to the owner. Every such charge with which the owner has been assessed and which remains unpaid after the deadline for the payment of the next installment of real estate taxes shall constitute a lien against such property; provided, however, that such lien shall be recorded in the same manner as liens for real estate taxes are recorded. It shall be the duty of the city treasurer to assure the proper recording of any such lien.

(d) The failure or refusal of any property owner to comply with the terms of any notice to cut grass, weeds or other growth served pursuant to this section shall constitute a Class 4 misdemeanor. In any prosecution, there shall be a rebuttable presumption that any growth exceeding three (3) feet in height creates a potential threat to public health or safety.

(e) Nothing in this section shall be construed to require the cutting of any tree or ornamental shrubbery, unless it is creating a safety hazard.

(f) In the event that the director of public works finds it necessary to abate violations of this section in accordance with subsection (c) herein, upon the fourth such abatement within a calendar year for any specific parcel the director of public works may have such property reseeded in non-invasive clover or other non-invasive, low-growth vegetative cover as the director deems appropriate.

Charter reference(s)—Authority of city to require premises be kept clean, sanitary and free from weeds, Ch. 1, § 2(20).

Cross reference(s)—Penalty for Class 4 misdemeanor, § 1-11; removal or screening of accumulations of waste material on private property, § 18-2.

State law reference(s)—Authority for above section, Code of Virginia, §§ 15.2-901, 15.2-1115.

Sec. 15.5-21. Nuisances prohibited; term defined.

It shall be unlawful for the owner or owners, occupant or occupants of any property or premises located in the city to create, cause, or permit the continuation of any nuisance. The term "nuisance" to include, without limitation, the examples set forth as follows:

(1) Any condition which is breeding ground or harbor for mosquitoes or a breeding ground for rats or other pests.

(2) Any place of weeds, grass or other noxious vegetation over ten (10) inches in height that is within fifty (50) feet of an inhabited residence or other occupied structure.

(3) An open place of collection of water where insects tend to breed. For the purposes of this chapter, an "open place of collection of water" shall be held to mean and be that contained in ditches, pools, ponds (natural or artificial), excavations, holes, depressions, open cesspools, privy vaults, fountains, cisterns, tanks, shallow wells, barrels, troughs, urns, cans, boxes, bottles, tubs, buckets, partially disassembled vehicles, defective house roof gutters, tanks of flush closets or similar containers.

(4) An open place of combustible items such as mattresses, boxes, paper, automobile tires and tubes, garbage, trash, refuse, brush, debris from the clearing or grading of lots, old clothes, rags or any other combustible materials or objects of a like nature.

(5) An open place of collection of garbage, food waste, animal waste or other rotten or putrescible matter of any kind.

(6) Any furniture, appliance or other metal products of any kind or nature openly kept which have rough or jagged edges of metal or glass.

(7) Any furniture or other articles not specifically intended for outdoor use or exposure to the elements and which would tend to absorb or retain moisture thereby attracting insects, pests or vermin.

(8) Any accumulation of rubbish, trash, old building materials or junk causing or threatening to cause a fire hazard, or causing or threatening to cause the accumulation of stagnant water, or causing or threatening to cause the inhabitance of mice, snakes or vermin of any kind which may be dangerous or prejudicial to the public health.

(9) Any condition detrimental to the public health which violates the rules and regulations of the health department.

The code official heretofore designated by council to enforce the building maintenance code in the city and alternatively the city attorney are hereby vested with discretionary authority to decline to undertake enforcement of this section with respect to nuisances which are (a) deemed to be of a private nature between neighboring property owners, or (b) deemed not to constitute a public nuisance, or (c) not visible to the unaided eye from street or ground level outside the boundaries of the property on which the subject nuisance exists.

Sec. 15.5-22. Notice of abatement; correction by city.

(a) Whenever it shall be reported to the code official heretofore designated by council to enforce the building maintenance code in the city that there exists on any lot or parcel of land in the city any such nuisance, he shall forthwith give the owner or owners, occupant or occupants of said premises written notice to promptly remove, raze, or abate such nuisance and specify a reasonable time for such discontinuance or abatement. The council conclusively finds that three (3) days from the receipt of such notice is a reasonable amount of time for completion of removal razing or abatement of any nuisance, and also finds any longer period prescribed by the notifying official to be reasonable. Such notice shall be in writing and shall be served upon the owner or owners, occupant or occupants by mailing a copy thereof to the last known post office address of said person or persons, or by delivery in person or by delivering it and leaving it in possession of any person in charge of the premises, or by posting the notice in a conspicuous place on the premises if such person or persons cannot be found on said premises; and if the person or persons receiving the notice to abate fail to comply within the given period of time, the code official shall cause the corrections to be made, either through other city agencies or by contract or arrangement with private persons, and charge and collect the cost thereof from the owner or owners, occupant or occupants of the property affected in any manner provided by law for the collection of state or local taxes.

(b) In the event that the director of public works finds it necessary to abate violations of section 15.5-21 of the city code in accordance with subsection (a) herein, upon the fourth such abatement within a calendar year for any specific parcel the director of public works may have such property reseeded in non-invasive clover or other non-invasive, low-growth vegetative cover as the director deems appropriate.

****

Attest:

____

Karen Roberts, *Clerk of Council*

STAFF REPORT

MEETINGS: February 27, 2024

TITLE: Public Hearing and Consideration of Ordinance to Amend and Restate the Establishment of the Martinsville Land Bank Authority

STAFF RESPONSIBLE Keith Holland, Community Development Director

BACKGROUND/HISTORY

Upon advice from the City Attorney, the current Martinsville Land Bank Authority (MLBA), which was established by Ordinance in 2018, requires an amendment to reinstate the Authority and appoint members to serve. Reestablishing the MLBA would allow for the transfer of properties currently held by the land bank to the City of Martinsville, the Martinsville Redevelopment and Housing Authority (MRHA), or the Martinsville Industrial Development Authority. The Aaron Mills property designated for the housing development is currently deeded to the MLBA and would be transferred to the MRHA by the MLBA.

The City of Martinsville has been working with Landmark Assets for over four years to provide a donation of land on Aaron Street for the development of 64 units of senior housing. The project was delayed due to the COVID-19 pandemic in 2020 but is now ready to move forward. The property is one of only a few held by deed to the Martinsville Land Bank Authority.

Once the MLBA has organized and convened in a public meeting and authorized the transfer of the property, the MRHA would then need to donate the land to Aaron Mills LLC and commit to a loan of $500,000 to support the project under a Donation Option Agreement

POLICY EXPLANATION

Ordinance No. 2018-5 Establishing Martinsville Land Bank Authority

FISCAL IMPACT/FUNDING SOURCE

ARPA funds were designated in April 2022.

AVAILABLE BUDGET	PURCHASE AMOUNT
N/A	N/A

STAFF REPORT

ACTION REQUESTED/ALTERNATIVES:

1. Upon conducting a public hearing on Ordinance No. 2018-5 to Amend and Restate Ordinance Establishing the Martinsville Land Bank Authority, consider the adoption of said Ordinance.

ATTACHMENTS:

1. Ordinance No. 2018-5

AN ORDINANCE AMENDING AND RESTATING THE ORDINANCE ESTABLISHING THE MARTINSVILLE LAND BANK AUTHORITY

WHEREAS, the City Council (the "Council") of the City of Martinsville, Virginia (the "City") has previously adopted an ordinance establishing the Martinsville Land Bank Authority (the "Authority"), found in Chapter 2, Article X of the City's Code; and

WHEREAS, finding appointment of members of Council to the board of the Authority to be improper, the Council desires to amend and restate such Ordinance, and appoint a new board of directors of such Authority.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARTINSVILLE, VIRGINIA, that Article X of Chapter 2 of the City's Code is amended and restated in its entirety to provide as follows:

CHAPTER 2 - ARTICLE X. - LAND BANK AUTHORITY

Sec. 2-146. - Land bank authority.

Having conducted a public hearing duly advertised pursuant to Code of Virginia § 15.2-7502, the City of Martinsville does hereby establish, under the authority granted by Code of Virginia § 15.2-7501, a land bank entity, created as an authority, a public body corporate and political subdivision of the Commonwealth of Virginia:

1. The name of the authority shall be the Martinsville Land Bank Authority, and the address of its principal office shall be 55 West Church Street, Martinsville, VA 24112, c/o City Manager.

2. The City of Martinsville, Virginia is the sole locality creating the authority.

3. The purpose for which the authority is created shall be to assist the City of Martinsville in addressing vacant, abandoned, and tax delinquent properties within the City.

4. The names, addresses and terms of office of the initial board of directors of the Authority are:

a. Michael Williamson, 922 Vine Street, Martinsville VA for a term expiring December 31, 2027.

b. Yvonne Givens, 714 Indian Trail, Martinsville VA, for a term expiring December 31, 2027.

c. Olivia Garrett, 400 Plantation Road Martinsville VA, for a term expiring December 31, 2025.

d. Kimberly Walker, 1807 E. Church Street, Ext 901 Martinsville VA, for a term expiring December 31, 2025.

e. Keith Holland, 410 Hilltop Dr, Rocky Mount VA, for a term expiring December 31, 2025.

Following the expiration of the terms set forth above, the terms of all board members appointed or reappointed shall be four years.

The Council hereby declares in the public interest that an emergency exists for this Ordinance to become effective on the same day it is introduced and that this Ordinance shall become effective upon its passage as an emergency measure pursuant to Sections 2 and 3 of Chapter 3 of the City Charter.

****

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

Ayes	**Nays**

Absent	**Abstentions**

Adopted this 27th day of February, 2024.

Attest:

____

Clerk of Council, City of Martinsville

____

Mayor, City of Martinsville

STAFF REPORT

MEETINGS: February 27, 2024

TITLE: MRHA Resolution for Donation Option Agreement and Assignment of Donation Agreement for Aaron Mills Senior Housing Project

STAFF RESPONSIBLE Keith Holland, Community Development Director

BACKGROUND/HISTORY

The City of Martinsville has been working with Landmark Assets for over four years to provide a donation of land on Aaron Street for the development of 64 units of senior housing. The project was delayed due to the COVID-19 pandemic in 2020 but is now ready to move forward.

The Martinsville Redevelopment and Housing Authority (MHRA) will need to approve the attached Resolution for Property Donation Option Agreement and provide a Letter of Commitment of $500,000 from ARPA to the project to authorize the transfer of the property to Aaron Street Lofts, LLC. This can occur upon transfer of the property from the Martinsville Land Bank Authority.

POLICY EXPLANATION

The mission of the Martinsville Redevelopment and Housing Authority is to provide publicly held property to qualified developers of housing. This action meets that mission.

FISCAL IMPACT/FUNDING SOURCE

ARPA funds were designated in April 2022.

AVAILABLE BUDGET	PURCHASE AMOUNT
TBD	**$500,000**

ACTION REQUESTED/ALTERNATIVES:

1. As Martinsville Redevelopment and Housing Authority, consider approval of the Resolution Approving Property Donation Option Agreement and authorize the Commitment of ARPA funding to support this project.

STAFF REPORT

ATTACHMENTS:

1. Resolution for Property Donation Option Agreement
2. Assignment of Donation Agreement
3. Letter of Commitment

RESOLUTION OF THE CITY OF MARTINSVILLE REDEVELOPMENT AND HOUSING AUTHORITY APPROVING PROPERTY DONATION OPTION AGREEMENT

WHEREAS, Aaron Street Lofts, LLC **(the "LLC")** is in the business of constructing housing, including housing for senior citizens, and has proposed the design, acquisition and construction of a residential apartment complex in the City of Martinsville, Virginia **(the "City")** with not less than fifty units and related facilities, for senior citizens and persons with qualifying disabilities, such development to also constitute affordable housing under applicable guidelines **(together, the "Project")** to be located on approximately 6.356 acres of land in the City located at 201 Aaron Street and 209 Aaron Street **(together, the "Property")**; and

WHEREAS, the City of Martinsville Redevelopment and Housing Authority **(the "Housing Authority")** is empowered to act in accordance with the Virginia Housing Authorities Law beginning at Code of Virginia Section 36-1 **(the "Housing Authorities Law")** which provides at Virginia Code Section 36-19 that the Housing Authority may make loans and grants and dispose of real property for its purposes, which include the promotion of the construction of housing projects and residential buildings including affordable housing; and

WHEREAS, in addition to other Project financing, including assistance from the Virginia Department of Housing and Community Development and tax credit investments, the LLC has requested a donation of the Property to the LLC under the terms of a Property Donation Option Agreement **(the "Donation Agreement")**, the form of which has been presented to this meeting, and a loan from the Housing Authority in the amount of $500,000 at 3% annual interest for a term of 20 years and a 30 year amortization schedule pursuant to a promissory note and a loan agreement, to be secured by a deed of trust on the Property in first lien position, as set forth in the attached term sheet and commitment letter **(the "Commitment Letter")**; and

WHEREAS, such loan is to reimburse the LLC in part for Project development and construction costs, and the City Council of the City has indicated its willingness to provide the Housing Authority with $500,000 of American Rescue Plan Act of 2021 funds previously received by the City to be available to fund the above-described loan; and

WHEREAS, the Donation Agreement provides for conveyance of the Property from the Housing Authority to the LLC, subject to the Housing Authority being conveyed an ownership interest in the property, following a due diligence period at the option of the LLC as a donation, and the LLC further requires that the Housing Authority consent to the assignment of the Donation Agreement from the LLC to The Mid-Atlantic Foundation **(the "Foundation")** with the Foundation to convey the Property to the LLC in aid and support of the tax credit portion of Project financing, all as provided for in the Assignment of Donation Agreement **(the "Assignment of Donation Agreement")**, the form of which has been presented to this meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING AUTHORITY:

1. That the Housing Authority Board hereby approves the Donation Agreement and hereby authorizes the Executive Director of the Housing Authority to execute the

Donation Agreement in substantially the form presented to this meeting, approves the Commitment Letter in substantially the form presented to this meeting and authorizes the Executive Director of the Housing Authority to executed the same, and further consents to the terms of the Assignment of Donation Agreement and authorizes the Executive Director of the Housing Authority to execute the Consent to the Assignment of Donation Agreement.

2. That the representatives and agents of the Housing Authority are authorized to take such other actions as necessary or appropriate to carry out the terms of the Donation Agreement.

3. That this Resolution will take effect immediately.

Adopted by the Commissioners of the Housing Authority at a meeting on the 27th day of February, 2024.

Martinsville
A CITY WITHOUT LIMITS

February 21, 2024

Aaron Street Lofts, LLC
c/o Landmark Asset Services, Inc.
401 E. Fourth Street, Suite 203
Winston-Salem, NC 27101
Attention: Samuel J. Sari

Dear Sam:

The undersigned ("Lender") hereby makes the following commitment to make a permanent loan ("Loan") to Aaron Street Lofts, LLC ("Owner") for the apartment development to be located on two tracts of land on Aaron Street in the City of Martinsville, Virginia, to be known as Aaron Mills Apartments, and to consist of 52 units ("Development"). Proceeds of the Loan shall be used to reimburse the Owner for costs of construction of the Development.

1. The Lender hereby commits to Owner to provide permanent financing for the Development in the amount not to exceed $500,000.00 for the Development.

2. The loan, if made, shall have a term of 20 years, at a fixed interest rate of 3.00%. The loan shall be repaid monthly with the repayment amount based on a 30 year amortization of the loan, with a balloon payment of all outstanding principal and interest payable at the end of the 20 year term.

3. The loan shall be secured by a deed of trust encumbering the Development, which shall be in a first priority lien position.

4. The commitment shall be valid until December 31, 2025.

5. There are no Lender origination fees associated with this loan.

The Loan will be evidenced by a Loan Agreement, Promissory Note and Deed of Trust in substantially the forms attached hereto. The conditions to funding set forth in these documents are incorporated herein. Lender expects to receive funds from the City of Martinsville, Virginia ("City") from funds received by the City from the federal government pursuant to the American Rescue Plan Act of 2021 and this commitment is subject to the appropriation of these funds from the City to the Lender. This commitment cannot be assigned by Owner without Lender's prior written approval. This commitment and the Loan shall be governed by the laws of the Commonwealth of Virginia without reference to conflict of laws principles.

MARTINSVILLE REDEVELOPMENT AND HOUSING AUTHORITY

By: ______________________________

Name: ______________________________

Title: ______________________________

PROPERTY DONATION OPTION AGREEMENT

THIS PROPERTY DONATION OPTION AGREEMENT **(this "Agreement")**, dated ________ _____, 2024, by and between MARTINSVILLE REDEVELOPMENT AND HOUSING AUTHORITY, a Virginia political subdivision **("Donor")**, and AARON STREET LOFTS, LLC, a North Carolina limited liability company **("Donee")**.

RECITALS:

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

WHEREAS, Donee is a single purpose entity North Carolina limited liability company whose managing member is in the business of developing housing, including housing for senior citizens, and has the requisite resources and expertise to undertake at the Property (as defined below) the design, acquisition and construction of a residential apartment complex with not less than fifty units and related facilities, for senior citizens and persons with qualifying disabilities, such development to also constitute affordable housing under applicable guidelines **(together, the "Project")**; and

WHEREAS, Donor and Donee expect to enter into a Loan Agreement with Donor, in the form attached hereto as Exhibit C **(the "Loan Agreement")**, pursuant to which upon completion of construction of the Project, Donor may make a loan to Donee in the amount of $500,000 **(the "Loan")**, such Loan being secured by a deed of trust in first lien position on the Property in favor of Donor, the proceeds of which loan will be used to reimburse Donee in part for Project development and construction costs; and

WHEREAS, the Donor and Donee agree that funds sufficient for Donor to make such Loan to Donee need to be received by Donor from the City of Martinsville, Virginia **(the "City")**, and that such funds have been received by the City from the federal government pursuant to the American Rescue Plan Act of 2021 **("ARPA")**.

WITNESSETH:

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

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

1. Term. The term of this Agreement **(the "Term")** shall commence on the date hereof **(the "Effective Date")** and shall continue through and until April 30, 2024 **(the "Option Expiration Date")**.

2. Inspections. Beginning on the Effective Date, Donee shall have the right to enter upon and inspect the Property, at Donee's expense, at any reasonable time and for any purpose, at any time prior to the Closing (defined below). In connection therewith, Donee, its agents, employees or other representatives shall have the right to enter upon the Property for the purpose of making such surveys, engineering, topographical, grading, geological, environmental and other tests and measurements including, but not limited to, topographical and boundary surveys, title searches, soil tests, percolation tests and subsoil tests **(collectively, "Studies")**, as Donee deems necessary or advisable, without cost to Donor. Donee agrees to indemnify against and hold Donor harmless from any claims, demands, damages, losses, liabilities, suits, actions, costs and expenses, including, without limitation, reasonable attorney's fees, arising out of or in connection with or related to any entry upon the Property by Donee, or any agents, contractors, or employees of Donee. Donee shall not be responsible for, or be required to indemnify Donor for, the condition of the Property existing before the date of this Agreement. If Closing does not occur, Donee, at its own expense, shall promptly repair any damage to the Property caused by any of its Studies. Donor agrees to provide reasonable cooperation and assistance to Donee in connection with any such inspections. If the results of any such inspection shall be unsatisfactory to Donee, in Donee's reasonable discretion, then Donee shall give written notice to Donor of such objections, and, within fifteen (15) business days of Donor's receipt of such notice, Donor shall deliver to Donee written notice of Donor's intention to either (i) remediate such objectionable conditions to Donee's reasonable satisfaction or (ii) refuse to remediate such objectionable conditions. In the event that the Donor refuses to remediate such objectionable conditions or, after notifying Donee of its intention to do so, fails to timely and satisfactorily remediate such conditions, then Donee, in its sole discretion, shall have the option of terminating this Agreement at any time prior to Closing by giving written notice to Donor.

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

(a) There are no parties presently in possession of any portion of the Property, and at Closing, possession of the Property will be delivered to Donee free and clear of any rights of any parties in possession;

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

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

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

(e) At Closing, Donor shall terminate, and be responsible for any payments due with respect thereto, all its contracts affecting the Property, unless Donee agrees in writing to assume any such contracts; and

(f) There are no unwritten or unrecorded leases, easements, licenses, or agreements of any kind or nature which grant any rights whatsoever to any individual(s) or entity(ies) with respect to the Property.

4. <u>Donee's Representations and Warranties</u>

(a) Donee agrees that should it exercise of the Option, the Property shall be conveyed to Donee as-is, where-is and with all faults.

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

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

(d) Donee represents and warrants that it will utilize interim construction financing **("Construction Financing")**, federal and state housing tax credits and private equity investment to develop the Project. Donee shall provide Donor with a copy of the firm written commitment for such Construction Financing within five (5) business days of the date hereof.

(e) Donee represents and warrants that Donee will comply with all requirements of ARPA in the use and expenditure of Loan proceeds including but not limited to (i) Project affordable housing requirements under ARPA and (ii) ARPA requirements applicable to recipients of low-income housing tax credits.

(f) Donee represents and warrants that Donor's Loan shall be secured by a deed of trust in first lien position on the Property and the Project.

(g) Donee expects that construction and development of the Project such that the Project will be suitable for residential occupancy shall be complete by no later than December 31, 2025.

5. <u>Exercise of Option</u>. Donor hereby grants to Donee an irrevocable option **(the "Option")** to cause conveyance of the Property from Donor to Donee on the terms and conditions set forth in this Agreement, conditioned on Donee exercising the Option on or before the Option Expiration Date by giving written notice to Donor of Donee's exercise of the Option in the manner for giving notice as provided in this Agreement. Should Donee fail to exercise the Option on or before midnight of the Option Expiration Date, this Agreement shall terminate and be of no force or effect, without liability of either party to the other. Notwithstanding any other provision of this Agreement, the Donor and Donee acknowledge and agree that (a) Donor as of the date of this Agreement does not hold an ownership interest in the Property but that it is expected for such ownership interest to be conveyed to Donor in March of 2024, and (b) all right, duties and obligations of Donor

arising from or related to this Agreement are conditioned on Donor receiving such ownership interest in the Property.

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

7. Donation. Donee, subject to (a) completion of and satisfactory results from such inspections relating to the Property as it deems necessary in its full and absolute discretion, (b) receipt of such financing as Donee deems sufficient, in its sole discretion, to finance the construction of the Project **(collectively, the "Donation Conditions")**, agrees that if it exercises the Option it will accept the donation of the Property from Donor on the terms and conditions set forth herein.

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

9. Conditions Precedent to Closing. All obligations of the Donor and the Donee under this Agreement are subject to the fulfillment of the following conditions precedent by the Donee at the Donee's sole cost and expense. Upon the failure or non-occurrence of any of these conditions by the Closing Date, the Donor may, at its option, terminate this Agreement. The Donee shall provide the Donor prior to Closing true and correct copies of such approvals, commitments and other documents indicating that these conditions have been fulfilled.

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

(b) The Donee shall close on and obtain the proceeds of Construction Financing simultaneously with the Closing under this Agreement.

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

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

(e) The Donee shall have obtained a survey and legal description of the Property.

(f) The Donee shall record at its expense in the records of the Clerk of the Circuit Court of the City of Martinsville, Virginia restrictive covenants substantially in the form attached hereto as Exhibit B **("Restrictive Covenants")**.

(g) Donee shall have paid closing costs as provided in this Agreement.

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

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

12. Closing Documents. At Closing, Donor will execute, acknowledge and deliver to Donee the Deed with applicable tax exemptions noted thereon conveying title as hereinbefore required, and will deliver a lien and possession affidavit in form and content satisfactory to Donee's title insurance company, evidence satisfactory to Donee's title insurance company of the authorization of the donation by the Donor and the authority and power of the individual(s) executing the deed on behalf of Donor, and such other papers and documents as may be reasonably requested by Donee or its title insurance company in connection with the completion of the Closing, including any evidence of the status and capacity of the Donor and the authority of the person or persons who are executing the various documents on behalf of the Donor in connection with the sale of the Property.

13. Possession. Possession of the Property shall be delivered to Donee at Closing.

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

As to Donor:

City Manager
City of Martinsville
55 W. Church Street
Martinsville, VA 24112

As to Donee:

Aaron Street Lofts, LLC
401 E 4th Street, Suite 203
Winston Salem, NC 27101
Attn: Vice President

15. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all the parties. Any and all references herein to the Donor or Donee shall be deemed to include their respective successors or permitted assigns.

16. Assignment. The rights of Donee hereunder may be assigned at any time by Donee. The rights of Donor may not be assigned without the prior written consent of Donee.

17. Authority. Donor represents and warrants that Donor has full power and authority to enter into this Agreement and to perform all of its obligations hereunder, and that its acts hereunder and as contemplated have been duly authorized by all requisite municipal action.

18. Governing Law. This Agreement shall be governed in all respects by and construed under the laws of the Commonwealth of Virginia.

19. Failure to Close. In the event Donor wrongfully fails to consummate the Closing and donate the Property as provided herein, Donee shall be entitled to seek enforcement of this Agreement by specific performance. In the event Donee fails to perform any of its obligations under this Agreement, then the Donor will be entitles to terminate this Agreement (as well as the Loan Agreement and the agreements attached thereto) upon written notice to Donee in which event no party hereto will have any further rights or obligations under this Agreement.

20. Miscellaneous. No term or condition of this Agreement will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. This Agreement constitutes the entire agreement of the parties which incorporates and supersedes all prior written and oral understandings. This Agreement shall be binding upon, and inure to the benefit of, the parties, their heirs, executors, personal representatives, nominees, successors or assigns.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

[SEPARATE SIGNATURE PAGE FOLLOWS]

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

DONOR:

MARTINSVILLE REDEVELOPMENT AND HOUSING AUTHORITY,
a Virginia political subdivision

By: ______________________________
Name:
Title: Executive Director

DONEE:

AARON STREET LOFTS, LLC, a North Carolina limited liability company

By: Aaron Street Lofts MM, LLC, Managing Member

By: Landmark Asset Services, Inc., Managing Member

By: ______________________________
Name: Samuel J. Sari
Title: Vice President

EXHIBIT A

All that certain lot or parcel of land, together with any improvements thereon, situated on the Northeast side of Aaron Street, on the Southeast side of Broad Street, and on the Southwest side of the Norfolk and Southern Railway, lying and being in the City of Martinsville, Virginia, and more particularly described as follows:

"Tract 1A-R" containing 3.449 acres and "Tract 1A-S" containing 2.907 acres, as shown on Plat of Survey entitled "L & H Enterprises of Virginia, Inc.," prepared by Terry A. Waller, LLS, dated July 19, 1993, and recorded in the Clerk's Office of the Circuit Court for the City of Martinsville, Virginia, in Map Book 21, page 194 and Map Book 22, page 104; and

Being in all respects the same lots or parcels of land conveyed to Jeb Stuart Auction Services, LLC, from C & S Property Management Company, Inc., a Virginia Corporation, by deed dated February 5, 2014, of record in the Martinsville Circuit Court Clerk's Office as Instrument Number LR1400139. Specific reference is hereby made to the aforesaid deed and plat for a more particular description of the property herein conveyed.

EXHIBIT B

[Restrictive covenants]

EXHIBIT C

[Loan Agreement]

ASSIGNMENT OF DONATION AGREEMENT

FOR VALUE RECEIVED, Aaron Street Lofts, LLC, a North Carolina limited liability company ("Assignor") hereby assigns to The Mid-Atlantic Foundation, a North Carolina nonprofit corporation ("Assignee") all of its right, title, and interest in and to that certain Donation Agreement dated ______ ____, 2024 by and between Assignor and the Martinsville Redevelopment and Housing Authority, a Virginia political subdivision (the "Authority") relating to an agreement by the Authority to donate certain real property located in Martinsville, Virginia (the "Property"), such assignment to be effective as of __________________, 2024. In consideration of the assignment effectuated hereby, the Assignee agrees to contribute the Property to Assignor as a capital contribution immediately following the donation of the Property by the Authority to the Assignee.

ASSIGNOR:

AARON STREET LOFTS, LLC

By: Aaron Street Lofts MM, LLC, Managing Member

By: Landmark Asset Services, Inc., Managing Member

By: ______________________________________
Samuel J. Sari, Vice President

ASSIGNEE:

THE MID-ATLANTIC FOUNDATION

By: ____________________________________
David Weil, President

CONSENTED TO:

MARTINSVILLE REDEVELOPMENT AND HOUSING AUTHORITY

By: ______________________________________
Name: ____________________________________
Title: Executive Director

STAFF REPORT

MEETINGS: February 27, 2024

TITLE: Extension of Sales Agreement with Kayak Hotel Group

STAFF RESPONSIBLE Keith Holland

BACKGROUND/HISTORY

The Kayak Hotel Group has asked for a 90-day extension on the Real Estate Contract of Sale for the property on Commonwealth Blvd due to unexpected delays in approval of Erosion & Sediment Control plans that have been submitted to DEQ by their civil engineering consultants.

POLICY EXPLANATION

The sales agreement approved on December 5, 2023 allowed for Kayak Hotel Group to perform necessary due diligence to determine if the property is suitable for the intended use of a hotel. The engineering consultants submitted an erosion and sediment control plan to the Virginia Department of Environmental Quality on February 19, 2024. DEQ allocates up to 90 days to review these plans. Grading cannot commence until all plans have been approved by DEQ and the Community Development office.

FISCAL IMPACT/FUNDING SOURCE

No fiscal impact is associated with this action.

AVAILABLE BUDGET	PURCHASE AMOUNT
No budget effect	**N/A**

ACTION REQUESTED/ALTERNATIVES:

1. Consideration of adoption of Resolution Approving Addendum to Contract of Sale Agreement with Kayak Hotel Group to extend due diligence period an additional 90 days to May 28, 2024

STAFF REPORT

ATTACHMENTS:

1. Resolution Approving Addendum to Contract for Sale
2. Addendum to Contract for Sale

ADDENDUM TO CONTRACT OF SALE

This Addendum to Contract of Sale **(this "Addendum")** is made and entered into this ___ day of _________, 2024 **(the "Effective Date")**, by and between the City of Martinsville, Virginia, a body politic and corporate of the Commonwealth of Virginia **(the "City")**, the Industrial Development Authority of the city of Martinsville, Virginia, a political subdivision of the Commonwealth of Virginia **("Seller")** and Kayak Hotels, LLC **("Buyer")**, and is an addendum to the Original Agreement, as defined below.

RECITALS:

A. The City, the Seller and the buyer entered into a Contract of Sale dated as of December 1, 2023 **(the "Original Agreement")** whereby the Owner agreed to convey to the Seller and the Seller agreed to Convey to the Buyer the Property (as defined in the Original Agreement) on the terms and conditions set forth in the Original Agreement;

B. The Original Agreement provides for a Due Diligence Period whereby the Buyer was provided a Due Diligence Period (as defined in the Original Agreement) to determine if the Property is suitable for the intended use as the Hotel Project (as defined in the Original Agreement) subject to extension, and the parties desire to allow for additional time for the Due Diligence Period.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, the Seller and the Buyer enter into this Addendum to modify the Original Agreement.

1. The terms, conditions and provisions of the Original Agreement are modified by this Addendum and, except as so modified, are confirmed and incorporated herein by reference, and each party hereto reiterates the representations and covenants made by it in the Original Agreement. Should there be any conflict between the provisions of the Original Agreement and this Addendum, the terms and conditions of this Addendum shall supersede and control the terms and conditions of the Original Agreement. The City, the Seller and the Buyer agree that each of them is bound by the Original Agreement, as amended by this Addendum.

2. The first two sentences of the first full paragraph of Page 2 of the Original Agreement is amended by replacing it with the following: "The Buyer shall have until May 28, 2024 to perform necessary due diligence **(the "Due Diligence Period")** and to determine that the Property; is suitable for Buyer's intended use as the Hotel Project. The Due Diligence Period may be extended for an additional ninety (90) days by Buyer providing notice to City and Seller prior to the end of the initial Due Diligence Period."

3. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute buy one and the same instrument.

[signature pages to follow]

WITNESS the following signatures and seals as of the date first above written:

CITY OF MARTINSVILLE

By: ________________________________

Its: ________________________________

COMMONWEALTH OF VIRGINIA
City/County of ________________, to-wit:

I, _________________________, Notary Public for the Commonwealth of Virginia do hereby certify that _______________________, _____________________, who has the authority to sign on behalf of the City, CITY OF MARTINSVILLE, VIRGINIA, whose name is signed the foregoing document dated the ___ day of __________ 2024, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this ______ day of ___________, 2024.

My commission expires: ______________________

Registration number: _____________________

____
Notary Public

INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF MARTINSVILLE, VIRGINIA

By: __________________________________

Its: __________________________________

COMMONWEALTH OF VIRGINIA
City/County of _________________, to-wit:

I, ___________________________, Notary Public for the Commonwealth of Virginia do hereby certify that _________________________, ______________________, who has the authority to sign on behalf of the Seller, INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY MARTINSVILLE, VIRGINIA, whose name is signed the foregoing document dated the ___ day of ___________ 2024, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this ______ day of ____________, 2024.

My commission expires: ________________________

Registration number: _______________________

____
Notary Public

KAYAK HOTELS, LLC

By: ________________________________

Its: _______________________________

COMMONWEALTH OF VIRGINIA
City/County of ________________, to-wit:

I, _________________________, Notary Public for the Commonwealth of Virginia do hereby certify that____________, who has the authority to sign on behalf of the Buyer, KAYAK HOTELS, LLC, whose name is signed to the foregoing document dated the ____ day of ________ 2024 has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this ______ day of _____, 2024.

My commission expires: ______________________

Registration number: _____________________

____
Notary Public

RESOLUTION APPROVING ADDENDUM TO CONTRACT OF SALE

WHEREAS, the City of Martinsville, Virginia **(the "City")**, the Industrial Development Authority of the City of Martinsville, Virginia **(the "IDA")** and Kayak Hotels, LLC **(the "LLC")** entered into a Contract of Sale **(the "Original Agreement")** dated as of December 1, 2023 for the City to convey certain property commonly referred to as the western half of the National Guard Armory property that is identified as tax map parcel # 21 (01) 00 /01A **(the "Property")** to the IDA for nominal consideration as authorized by Code of Virginia Section 15.2-953 and for the IDA to convey the Property to the LLC for nominal consideration as authorized by Code of Virginia Section 15.2-4905; and

WHEREAS, the parties to the Original Agreement desire to amend the Original Agreement to extend the Due Diligence Period granted to the LLC in the Original Agreement by 90 days in accordance with the terms of an Addendum to Contract of Sale **(the "Addendum")**, the form of which has been presented to this meeting.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City **(the "Council")** that the Council hereby approves the Addendum and hereby authorizes the City Manager to execute the Addendum in substantially the form presented to this meeting; and

BE IT FURTHER RESOLVED that the employees and agents of the City are authorized to take such other actions as necessary or appropriate to carry out the terms of the Addendum, and that this Resolution will take effect immediately.

STAFF REPORT

MEETINGS: February 27, 2024

TITLE: Monthly Financial Report

STAFF RESPONSIBLE Mandy McGhee, Director of Finance

BACKGROUND/HISTORY

This financial report presents revenues and expenditures from July – January 31, 2024.

The report provides a financial summary of data on key funds, including the General and Utility Funds.

POLICY EXPLANATION

Sec. 2-23. - Reports from Director of Finance

The director of Finance shall prepare such financial reports and data as may be requested by the city manager, including monthly financial reports, on or before the twenty-second of the month following the end of each month, which shall show the general status of all funds and accounts as of the last day of the month.

(Code 1971, § 6-7; Ord. No. 88-11, 12-13-88)

FISCAL IMPACT/FUNDING SOURCE

AVAILABLE BUDGET	**PURCHASE AMOUNT**
N/A	**N/A**

ACTION REQUESTED/ALTERNATIVES:

1. Accept/Approve Monthly Financial Report

ATTACHMENTS:

1. FY24 Monthly Financial Report

MEMORANDUM

TO: Aretha Ferrell-Benavides, City Manager

FROM: Mandy McGhee, Director of Finance

DATE: February 27, 2024

RE: Financial Report for the City of Martinsville, Virginia

The Martinsville Financial Report presents revenues and expenditures through January 31, 2024. The report provides a financial summary of data on key funds, including general and utility funds. The General Fund is the primary operating fund for the City, so details of the revenues by category and expenditure by the department are included in your review.

Below are highlights of the July – January 2024 unaudited governmental financial information.

General Fund

The General Fund unaudited ending fund balance for actuals is approximately 5,032,347 million dollars, which provides an expenditure coverage of 139 days of operations as of January 2024. The Fund balance reserve requirement policy is 10% of expenses.

- Overall, collected General Fund revenues are at 58.7% of the target budget for the January 31, 2024 reporting period.
  - Current property taxes collected are at 67.6% of the budget.
    - Real Estate Taxes collected are 53.5% of the budget.
    - Personal Property and Machinery and Tools collected are 102.7% of the budget.
    - Lodging Taxes collected are 111.3% of the budget.
  - Sales Tax revenues for the reporting period exceeded the prior year's actuals by $ 168,167 at this time last year. This represents July-January. Sales Tax is received a month in arrears. Sales Taxes collected in July are remitted to the City in August.
  - Permit fees and licenses are 54.9% of the annual budget.
  - Attached is a detailed review of General Fund revenues by category.
- The General Fund's total operating expenditures are 53.6% of the General Fund budget.
  - To date, most operating categories are below target for the period.

- In addition, attached is a detailed overview of the General Fund Expenditures by department.

Other Funds:

- Meals Taxes collected from July-January totaled $1,702,979, representing an increase of $168,968 compared to collections last year.

Utility Funds:

- MINet revenues totaled 60% of the budget through January. Expenditures for the reporting period totaled 51%.
- Refuse revenues totaled 47% of the budget through January. Expenditures for the reporting period totaled 54%.
- Water Fund revenues totaled 50% of the target budget. Expenditures total 63% of the budget.
- Sewer Fund revenues totaled 41% of the targeted budget through January. Expenditures totaled 60% for the reporting period.
- Electric Department revenues totaled 55% of the budget through January. Expenditures represented 41% throughout January.

Respectfully submitted,

City Finance Staff

Martinsville

A CITY WITHOUT LIMITS

City of Martinsville

Monthly Financial Report

Fiscal Year 2023 – 2024

Year-To-Date Operations

As of January 31, 2024

July 1, 2023 – January 31, 2024

Updated and prepared by

City Finance Department

2/20/2024

City of Martinsville
General Fund as of January 31, 2024

Martinsville
A CITY WITHOUT LIMITS

REVENUE	FY 2024 ADOPTED BUDGET	FY 2024 YTD ACTUAL	FY 2024 AVAILABLE BUDGET	Sum of % of Budget Used YTD FY 2024
GENERAL PROPERTY TAXES	(10,453,900)	(7,071,629)	(3,382,271)	67.6%
OTHER LOCAL TAXES	(7,000,350)	(2,643,602)	(4,356,748)	37.8%
PERMITS FEES & LICENSES	(855,100)	(469,032)	(386,068)	54.9%
FINES & FORFEITURES	(87,500)	(31,973)	(55,527)	36.5%
REVENUE FROM USE OF MON	(1,364,677)	(574,912)	(789,765)	42.1%
CHARGES FOR SERVICES	(117,824)	(47,453)	(70,371)	40.3%
RECOVERED COSTS	(2,419,027)	(1,202,372)	(1,216,655)	49.7%
CATEGORICAL FEDERAL	(119,571)	(919,283)	799,712	768.8%
CATEGORICAL OTHER STATE	(5,869,434)	(3,061,905)	(2,807,529)	52.2%
CATEGORICAL SHARED EXPE	(4,431,750)	(1,813,571)	(2,618,179)	40.9%
GRANTS STATE	-	(23,530)	23,530	0.0%
MISCELLANEOUS	(560,607)	(309,125)	(251,482)	55.1%
NON CATEGORICAL AID STA	(642,428)	(582,449)	(59,979)	90.7%
PRIVATE GRANT	(30,000)	(30,000)	-	100.0%
TRANSFERS	(1,035,000)	(710,000)	(325,000)	68.6%
CONTRIBUTION FROM FUND	(2,545,566)	(2,545,566)	(2,545,566)	100.0%
ARPA 2023 FUNDS	(9,000)	(2,935)	(6,065)	32.6%
NONCATEGORICAL FEDERAL	-	(393)	393	0.0%
REVENUE TOTAL	**(37,541,734)**	**(22,039,730)**	**(18,047,570)**	**58.7%**

EXPENSES	FY 2024 ADOPTED BUDGET	FY 2024 YTD ACTUAL	FY 2024 AVAILABLE BUDGET	Sum of % of Budget Used YTD FY 2024
SALARY & BENEFITS	22,127,587	11,557,609	10,569,978	52.2%
CONTRACT & PROFESSIONAL SERVICES	1,941,715	977,650	706,071	50.3%
OTHER	985,862	1,227,910	(501,958)	124.6%
SUPPLIES	1,112,224	395,641	701,999	35.6%
TRANSFERS TO FUNDS	5,542,637	2,771,319	2,771,319	50.0%
REPAIRS AND MAINTENANCE	660,612	352,289	300,615	53.3%
UTILITIES	1,302,927	638,161	664,766	49.0%
NONCAPITAL EQUIPMENT	58,745	3,630	55,115	6.2%
SOFTWARE/MAINTENANCE	348,346	249,909	29,907	71.7%
CONTRIB TO LOCAL ORGANI	2,045,328	669,414	1,375,914	32.7%
CHILDREN'S SERVICES ACT	700,000	588,322	111,678	84.0%
ADVERTISING	46,800	16,501	30,299	35.3%
POSTAL SERVICES	95,281	55,795	39,486	58.6%
TRAVEL	168,476	92,791	73,085	55.1%
DUES	19,124	10,324	8,800	54.0%
EXPENSE REDUCTION PLAN	(685,174)	-	(685,174)	0.0%
LEASE/RENTAL	826,419	386,065	440,354	46.7%
FUEL	244,825	145,997	98,828	59.6%
EXPENSE TOTAL	**37,541,734**	**20,139,326**	**16,791,082**	**53.6%**

Revenues Over/(Under) Exp.	**-**	**1,900,404**
AUDITED BEGINNING FUND BALANCES	**7,691,441**	**7,691,441**
FY 2024 Contributions From Fund Balance (Based on Budget)	**(2,545,566)**	**(2,545,566)**
UNAUDITED ENDING FUND BALANCE	**5,145,875**	**7,046,279**
FUND BALANCE RESERVE REQUIREMENT POLICY		
% OF FUND BALANCE TO EXP. RATIO	20%	38%
# OF DAYS COVERAGE	75	139
RESERVE REQUIREMENT $$ (60 DAYS)	3,754,173	2,013,933
RESERVE REQUIREMENT	10%	10%
AS OF 1/31 UNAUDITED EXCESS RESERVES	**1,391,702**	**5,032,347**

City of Martinsville

Monthly Financial Report

Fiscal Year 2023 – 2024

General Fund Revenue Details

As of January 31, 2024

July 1, 2023 – January 31, 2024

Updated and prepared by

City Finance Department

2/20/2024

City of Martinsville
General Fund Revenues as of January 31, 2024

REVENUES	REVISED BUDGET	FY 2024 YTD ACTUAL	AVAILABLE BUDGET AMOUNT	PERCENT OF ANNUAL BUDGET YTD
GENERAL PROPERTY TAXES	(10,453,900.00)	(7,071,628.58)	(3,382,271.42)	67.6%
CURRENT PERSONAL PROP TAX	(9,663,900.00)	(6,336,282.50)	(3,327,617.50)	65.6%
DELINQUENT PERSONAL PROP TAX	(505,000.00)	(524,383.15)	19,383.15	103.8%
INTEREST	(150,000.00)	(106,384.28)	(43,615.72)	70.9%
PENALTIES	(135,000.00)	(104,578.65)	(30,421.35)	77.5%
OTHER LOCAL TAXES	(7,000,350.00)	(2,643,602.36)	(4,356,747.64)	37.8%
BANK FRANCHISE TAX	(440,000.00)	3,230.00	(443,230.00)	-0.7%
BUSINESS LICENSES	(2,100,000.00)	(109,440.26)	(1,990,559.74)	5.2%
CIGARETTE TAX	(155,000.00)	(100,809.24)	(54,190.76)	65.0%
E911 TAX	-	(1,447.50)	1,447.50	0.0%
FRANCHISE LICENSE TAX	(20,000.00)	(10,000.00)	(10,000.00)	50.0%
GRANTOR TAX	(32,000.00)	(15,007.03)	(16,992.97)	46.9%
LOCAL SALES & USE TAX	(2,600,000.00)	(1,399,007.09)	(1,200,992.91)	53.8%
MOTOR VEH TAX (DECAL)	(340,000.00)	(279,246.50)	(60,753.50)	82.1%
RECORDATIONS/DEEDS/WILLS	(70,000.00)	(47,650.60)	(22,349.40)	68.1%
RENTAL TAX	(50.00)	(13.84)	(36.16)	27.7%
SALES TAX MOPED	(1,500.00)	(705.87)	(794.13)	47.1%
TELECOMMUNICATIONS TAX	(625,000.00)	(298,015.07)	(326,984.93)	47.7%
TRANSIENT ROOM TAX	(40,000.00)	(44,516.97)	4,516.97	111.3%
UTILITY TAX	(576,800.00)	(340,972.39)	(235,827.61)	59.1%
PERMITS FEES & LICENSES	(855,100.00)	(469,031.51)	(386,068.49)	54.9%
AMBULANCE FEES	(525,000.00)	(360,779.33)	(164,220.67)	68.7%
ANIMAL LICENSES	(3,500.00)	(1,068.00)	(2,432.00)	30.5%
BUILDING PERMITS	(13,000.00)	(8,655.31)	(4,344.69)	66.6%
COURT REPORTER FEES	(10,000.00)	(15,000.00)	5,000.00	150.0%
FIRE PREVENTION PERMITS	(250.00)	(300.00)	50.00	120.0%
MISC INSPECTION FEES	(500.00)	(250.00)	(250.00)	50.0%
NON-EMER TRANSPORT FEES	(257,400.00)	(63,113.17)	(194,286.83)	24.5%
NUISANCE ABATEMENT FEE	(4,500.00)	(444.16)	(4,055.84)	9.9%
PRECIOUS METALS/GEMS	(200.00)	-	(200.00)	0.0%
PUBLIC DANCE PERMIT FEES	(250.00)	(100.00)	(150.00)	40.0%
RIGHT OF WAY FEES	(40,000.00)	(19,049.97)	(20,950.03)	47.6%
TRANSFER FEES	(500.00)	(271.57)	(228.43)	54.3%
CATEGORICAL FEDERAL	(119,571.00)	(919,282.67)	799,711.67	768.8%
ARPA 2023 FUNDS	-	(713,056.61)	713,056.61	0.0%
LOCAL EMER MNGMT PROGRAM GRANT	(7,500.00)	-	(7,500.00)	0.0%
ORG CRIME/DRUG ENF TASK FORCE	(10,000.00)	(2,118.83)	(7,881.17)	21.2%
SENIOR CITIZENS	(20,000.00)	(17,540.00)	(2,460.00)	87.7%
TANF - PASS-THROUGH	-	(137,814.51)	137,814.51	0.0%
VICTIM/WITNESS PROGRAMS	(79,071.00)	(38,867.08)	(40,203.92)	49.2%
VIPER TASK FORCE/POLICE OT	(3,000.00)	(3,310.93)	310.93	110.4%
BULLETPROOF VEST GRANT	-	(6,574.71)	6,574.71	0.0%
CATEGORICAL OTHER STATE	(5,869,434.00)	(3,061,904.58)	(2,807,529.42)	52.2%
CONF ASSETS - COMM. ATT	-	(151.38)	151.38	0.0%

CONF ASSETS - PD	-	(588.70)	588.70	0.0%
EMS 4 FOR LIFE	(10,000.00)	(26,111.28)	16,111.28	261.1%
FIRE PROGRAMS FUND	(60,716.00)	(60,716.00)	-	100.0%
HB599 FUNDS	(1,072,231.00)	(541,150.00)	(531,081.00)	50.5%
JAIL PER DIEM	(250,000.00)	(151,593.00)	(98,407.00)	60.6%
SR CITIZENS	-	(15,384.88)	15,384.88	0.0%
STREET MAINT	(4,442,599.00)	(2,247,701.00)	(2,194,898.00)	50.6%
VICTIM WITNESS	(33,888.00)	(18,508.34)	(15,379.66)	54.6%
CATEGORICAL SHARED EXPE	(4,431,750.00)	(1,813,571.33)	(2,618,178.67)	40.9%
CA/SHARED EXPENSE	(3,856,750.00)	(1,480,327.09)	(2,376,422.91)	38.4%
CHILDRENS SERVICES ACT	(575,000.00)	(333,244.24)	(241,755.76)	58.0%
CHARGES FOR SERVICES	(117,824.00)	(47,453.34)	(70,370.66)	40.3%
ADMIN FEES/DEBT SET-OFF	(10,000.00)	(3,817.14)	(6,182.86)	38.2%
ADMIN FEES/TREAS COLLECTIONS	(10,000.00)	(3,494.83)	(6,505.17)	34.9%
BLOOD/DNA SAMPLE FEES	(1,000.00)	(232.53)	(767.47)	23.3%
CANOE RENTAL FEES	(500.00)	-	(500.00)	0.0%
COMMONWEALTH ATTORNEY FEES	(4,000.00)	(1,856.07)	(2,143.93)	46.4%
COURT APPOINTED ATTYS	(6,000.00)	(953.32)	(5,046.68)	15.9%
COURT HOUSE MAINT FEES	(6,000.00)	(2,312.17)	(3,687.83)	38.5%
COURT HOUSE SECURITY FEE	(22,000.00)	(10,654.66)	(11,345.34)	48.4%
DOCUMENT REPRODUCTION FEES	(1,700.00)	(1,031.46)	(668.54)	60.7%
DOG IMPOUND/CITATION FEES	(1,200.00)	(90.00)	(1,110.00)	7.5%
JAIL LABOR/ST MAINT	(24,000.00)	(12,000.00)	(12,000.00)	50.0%
LIVE SCAN CHARGES	(5,000.00)	(1,928.75)	(3,071.25)	38.6%
LOCK-UP/JAIL ADM. FEES	(3,000.00)	(861.62)	(2,138.38)	28.7%
PASSPORT PHOTOS/DOC	(2,800.00)	(1,687.95)	(1,112.05)	60.3%
POLICE SERVICES	(2,000.00)	(1,105.00)	(895.00)	55.3%
REMOTE ACCESS FEE	(15,000.00)	(1,803.00)	(13,197.00)	12.0%
SHERIFF FEES	(3,624.00)	(3,624.84)	0.84	100.0%
CONTRIBUTION FROM FUND	(2,545,566.00)	(2,545,566.00)	(2,545,566.00)	100.0%
CONTRIB FROM FUND BALANCE	(2,545,566.00)	(2,545,566.00)	(2,545,566.00)	100.0%
FINES & FORFEITURES	(87,500.00)	(31,973.22)	(55,526.78)	36.5%
COURT FINES & COSTS	(80,000.00)	(28,949.21)	(51,050.79)	36.2%
E-SUMMONS	(7,000.00)	(2,639.01)	(4,360.99)	37.7%
OVERTIME PARKING CHARGES	(500.00)	(385.00)	(115.00)	77.0%
GRANTS STATE	-	(23,530.36)	23,530.36	0.0%
AFID INFRASTRUCTURE GRANT	-	(4,082.16)	4,082.16	0.0%
LAW ENFORCEMENT EQUIP GRANT	-	(17,485.59)	17,485.59	0.0%
VDEM - SWVA INCIDENT MGMT TM	-	(1,962.61)	1,962.61	0.0%
MISCELLANEOUS	(560,607.00)	(309,124.61)	(251,482.39)	55.1%
911 ALARM PENALTIES	(2,500.00)	(2,005.00)	(495.00)	80.2%
DONATIONS/RECREATION	-	(5,370.39)	5,370.39	0.0%
DONATIONS/SHERIFF	(6,090.00)	(6,090.00)	-	100.0%
ELECTRIC-IN LIEU OF TAXES	(185,951.00)	(92,975.50)	(92,975.50)	50.0%
INMATE WORK CREW	(2,000.00)	(278.00)	(1,722.00)	13.9%
MISC. UNCLASSIFIED REVENUE	(30,000.00)	(32,659.90)	2,659.90	108.9%
OVER/UNDER GENERAL INVENTORY	-	1,583.75	(1,583.75)	0.0%
OVER/UNDER-AUTO INVENTORY	-	169.93	(169.93)	0.0%
REFUSE-IN LIEU OF TAXES	(20,890.00)	(10,445.00)	(10,445.00)	50.0%
RETURNED CHECK FEES	(8,000.00)	(8,466.50)	466.50	105.8%
SEWER-IN LIEU OF TAXES	(210,806.00)	(105,403.00)	(105,403.00)	50.0%
WATER-IN LIEU OF TAXES	(94,370.00)	(47,185.00)	(47,185.00)	50.0%
NON CATEGORICAL AID STA	(642,428.00)	(582,449.37)	(59,978.63)	90.7%
AUTO RENTAL TAX	(8,000.00)	(72,621.38)	64,621.38	907.8%

PPTRA COMMONWEALTH REIMBURSE	(626,428.00)	(501,142.41)	(125,285.59)	80.0%
RR ROLLING STOCK TAXES	(8,000.00)	(8,685.58)	685.58	108.6%
PRIVATE GRANT	(30,000.00)	(30,000.00)	-	100.0%
ARTS CULTURAL GRANT	(5,000.00)	(5,000.00)	-	100.0%
SPRUCE ST TENNIS PROJ	(25,000.00)	(25,000.00)	-	100.0%
RECOVERED COSTS	(2,419,027.00)	(1,202,372.47)	(1,216,654.53)	49.7%
ADVANCE/RECOVERED COST	(150,000.00)	(164,857.11)	14,857.11	109.9%
CIRCUIT COURT CLERK/POSTAGE	(100.00)	(365.75)	265.75	365.8%
COST ALLOCATION	(1,593,568.00)	(813,340.92)	(780,227.08)	51.0%
DEMOLITION	(5,000.00)	(1,219.97)	(3,780.03)	24.4%
HEALTH DEPT REFUND	(5,000.00)	(6,528.88)	1,528.88	130.6%
INMATE FEES	(55,000.00)	(31,192.94)	(23,807.06)	56.7%
J & DR REIMBURSEMENTS	(2,000.00)	(1,625.63)	(374.37)	81.3%
JUROR & WITNESS	(3,500.00)	(11,760.00)	8,260.00	336.0%
MEALS TAX ADMINS	(75,259.00)	(37,629.50)	(37,629.50)	50.0%
MEDICAL CO PAY REIMBURSEMENT	(6,000.00)	(1,659.24)	(4,340.76)	27.7%
PROJ LIFESAVER	(1,000.00)	(44.00)	(956.00)	4.4%
REC COST/SHERIFF	-	(14,836.56)	14,836.56	0.0%
RECOVERED COSTS/TREASURER	(20,000.00)	(19,060.20)	(939.80)	95.3%
REGIONAL LIBRARY	(3,600.00)	(1,800.00)	(1,800.00)	50.0%
SR CIT PROG INCOME	(1,000.00)	(700.00)	(300.00)	70.0%
SR TRANSPORTATION	(1,000.00)	(978.45)	(21.55)	97.8%
SSI/LIDS PAYMENTS	(6,500.00)	(2,400.00)	(4,100.00)	36.9%
ST. MAINT OVERHEAD	(440,000.00)	-	(440,000.00)	0.0%
TRAFFIC REIMBURSEMENT	(500.00)	(250.00)	(250.00)	50.0%
W W MOORE	(50,000.00)	(92,123.32)	42,123.32	184.2%
REVENUE FROM USE OF MON	(1,364,677.00)	(574,911.77)	(789,765.23)	42.1%
INTEREST ON BANK DEPOSITS	(20.00)	(4.45)	(15.55)	22.3%
INTEREST ON INVESTMENTS	(500,000.00)	(167,426.17)	(332,573.83)	33.5%
PARKING SPACES CBD EMPLOYEES	(1,440.00)	-	(1,440.00)	0.0%
RENT OF REC PROPERTIES	(5,000.00)	(2,895.00)	(2,105.00)	57.9%
RENT/ARMORY	-	(7,500.00)	7,500.00	0.0%
RENT/FORMER HOUSING BLDG	(18,000.00)	(10,500.00)	(7,500.00)	58.3%
RENTAL EQUIPMENT	(800,000.00)	(354,316.28)	(445,683.72)	44.3%
RENTAL/GENERAL PROPERTY	(5,217.00)	(3,043.11)	(2,173.89)	58.3%
SALE OF PROPERTY	(15,000.00)	-	(15,000.00)	0.0%
SALE OF SALVAGE/SURPLUS	(20,000.00)	(29,226.76)	9,226.76	146.1%
TRANSFERS	(1,035,000.00)	(710,000.00)	(325,000.00)	68.6%
TRANSFER FROM ARPA FUND	(85,000.00)	(85,000.00)	-	100.0%
TRANSFER FROM MEALS TAX FUND	(300,000.00)	(300,000.00)	-	100.0%
TRANSFER FROM REFUSE FUND	(300,000.00)	(150,000.00)	(150,000.00)	50.0%
TRANSFER FROM TELECOMM FUND	(100,000.00)	(50,000.00)	(50,000.00)	50.0%
TRANSFER FROM WATER	(250,000.00)	(125,000.00)	(125,000.00)	50.0%
ARPA 2023 FUNDS	(9,000.00)	(2,934.59)	(6,065.41)	32.6%
DMV GRANT - POLICE DEPT	(9,000.00)	(2,934.59)	(6,065.41)	32.6%
NONCATEGORICAL FEDERAL	-	(393.36)	393.36	0.0%
US MARSHAL OT GRANT	-	(393.36)	393.36	0.0%
Grand Total	**(37,541,734.00)**	**(22,039,730.12)**	**(18,047,569.88)**	**58.7%**

City of Martinsville

Monthly Financial Report

Fiscal Year 2023 – 2024

General Fund Expense Details

As of January 31, 2024

July 1, 2023 – January 31, 2024

Updated and prepared by

City Finance Department

2/20/2024

City of Martinsville
General Fund Expenses as of January 31, 2024

Row Labels	REVISED BUDGET	2024 FYTD ACTUALS	AVAILABLE BUDGET AMOUNT	PERCENT OF ANNUAL BUDGET YTD
GENERAL GOV. SERVICES DEPT.	12,927,825	7,231,643	5,403,318	55.9%
ACCOUNTING	212,035	116,163	95,872	54.8%
ASSESSOR	1,535	674	861	43.9%
ASSISTANT CITY MANAGER	124,739	-	124,739	0.0%
CENTRAL GARAGE	557,751	295,555	262,196	53.0%
CIRCUIT COURT	184,587	108,416	76,171	58.7%
CITY ATTORNEY - SANDS ANDERSON LEGAL	97,600	153,562	(55,962)	157.3%
CITY COUNCIL	62,559	139,637	(77,078)	223.2%
CITY MANAGER	288,368	191,868	96,500	66.5%
CLERK OF CIRCUIT COURT	553,145	296,262	256,883	53.6%
CLERK OF COUNCIL	5,367	3,062	2,305	57.1%
COMMISSIONER OF REVENUE	591,085	287,728	303,357	48.7%
COMMONWEALTH'S ATTORNEY	944,859	447,418	497,441	47.4%
COMMUNICATIONS	-	-	-	0.0%
CONTINGENCIES	10,000	646	5,518	6.5%
ELECTORAL BOARD	28,216	18,271	9,945	64.8%
EMPLOYEE SRV/DEV/RECOGN	378,833	189,707	189,126	50.1%
GENERAL DISTRICT COURT	35,162	3,793	31,369	10.8%
GENERAL EXPENSE	99,973	72,818	(196,523)	72.8%
HUMAN RESOURCES	260,990	144,836	116,154	55.5%
INFORMATION SERVICES	554,408	373,109	115,949	67.3%
JUV & DOMESTIC RELATION	4,655	1,069	3,586	23.0%
LEGAL SERVICES	5,000	-	5,000	0.0%
PUBLIC INFORMATION OFFI	123,014	61,958	61,056	50.4%
PURCHASING	211,877	119,378	92,499	56.3%
REGISTRAR	244,378	149,220	95,158	61.1%
RISK MANAGEMENT	330,690	454,498	(123,808)	137.4%
SENIOR SERVICES	171,356	95,597	75,759	55.8%
TRANSPORTATION SAFETY C	1,500	720	780	48.0%
TREASURER	441,224	244,699	196,525	55.5%
UTILITY BILLING	440,387	233,858	206,529	53.1%
VICTIM/WITNESS PROGRAM V	125,368	68,206	57,162	54.4%
FINANCE	294,527	187,596	106,931	63.7%
TRANSFERS TO SCHOOLS	5,542,637	2,771,319	2,771,319	50.0%
SHERIFF	6,147,360	3,276,016	2,857,404	53.3%
PROBATION - J & DR	355,205	192,276	162,929	54.1%
SHERIFF - CORRECTIONS	4,191,541	2,238,586	1,939,617	53.4%
SHERIFF - COURTS	1,425,415	759,288	665,525	53.3%
SHERIFF - JAIL ANNEX	175,199	85,866	89,333	49.0%
PUBLIC WORKS	6,455,167	2,714,134	3,687,028	42.0%
CITY HALL OPERATIONS	792,338	469,942	322,396	59.3%
ENGINEERING	158,659	35,088	123,571	22.1%
PARK MAINTENANCE	312,838	171,585	116,253	54.8%
PARKS & RECREATION	50,000	50,000	-	100.0%
PUBLIC WORKS DIRECTOR	132,566	61,260	71,306	46.2%
STREET CLEANING	501,605	285,557	216,048	56.9%

STREET CONSTRUCTION (IN	292,838	161,809	128,605	55.3%
STREET MAINTENANCE	2,978,485	956,872	2,014,311	32.1%
STREET MARKING & SIGNS	293,752	131,938	161,705	44.9%
TRAFFIC SIGNALS	640,259	252,688	385,571	39.5%
UPTOWN MAINTENANCE	72,250	34,961	30,115	48.4%
WAREHOUSE/GARAGE COMPLE	168,435	78,278	80,159	46.5%
WPBDC BUILDING	61,142	24,155	36,987	39.5%
POLICE DEPT.	4,880,535	3,046,538	1,602,380	62.4%
POLICE DEPT.	4,880,535	3,046,538	1,602,380	62.4%
FIRE/EMS/TRANSPORT	3,473,734	1,921,839	1,551,895	55.3%
AMBULANCE TRANSPORT SER	161,472	81,444	80,028	50.4%
EMERGENCY MEDICAL SERVI	285,445	189,759	95,686	66.5%
EMERGENCY MGMT/SAFETY C	238,301	168,552	69,749	70.7%
FIRE DEPARTMENT	2,788,516	1,479,038	1,309,478	53.0%
SWVA INCIDENT MGMT TEAM	-	3,046	(3,046)	0.0%
NON-DEPARTMENTAL	3,077,329	1,580,959	1,496,370	51.4%
BB&T BUILDING	47,090	9,345	37,745	19.8%
BROWNFIELD-HAZ MAT SITE	-	136,708	(136,708)	0.0%
CHILDREN'S SERVICES ACT	700,000	588,322	111,678	84.0%
CONTRIB TO LOCAL ORGANI	2,045,328	669,414	1,375,914	32.7%
HOOKER FIELD	56,406	22,224	34,182	39.4%
MISC DEVELOPMENT EXPENS	170,005	113,601	56,404	66.8%
MUSTANGS BASEBALL TEAM	39,000	39,000	-	100.0%
NAT'L GUARD READINESS C	19,500	2,345	17,155	12.0%
COMMUNITY DEVELOPMENT/ INSPECTIONS/PLANNING	579,784	368,197	192,687	63.5%
COMMUNITY DEVELOPMENT C	152,413	74,230	78,183	48.7%
INSPECTIONS	420,609	292,451	109,258	69.5%
PLANNING & ZONING	6,762	1,516	5,246	22.4%
Grand Total	**37,541,734**	**20,139,326**	**16,791,082**	**53.6%**

Martinsville
A CITY WITHOUT LIMITS

City of Martinsville

Monthly Financial Report

Fiscal Year 2023 – 2024

Sales and Use Tax Analysis

Meals Tax Analysis

As of January 31, 2024

July 1, 2023 – January 31, 2024

Updated and prepared by

City Finance Department

2/20/2024

City of Martinsville
Sales Tax Allocation Historical Summaries
January 31, 2024

Collection Month	Received Month	FY 2021	FY 2022	FY 2023	FY 2024
JULY	AUGUST	(186,141)	(238,214)	(194,758)	(212,006)
AUGUST	SEPTEMBER	(182,103)	(226,075)	(216,649)	(221,446)
SEPTEMBER	OCTOBER	(173,850)	(194,699)	(198,619)	(207,147)
OCTOBER	NOVEMBER	(188,969)	(197,221)	(206,221)	(327,147)
NOVEMBER	DECEMBER	(185,213)	(220,815)	(204,994)	(210,951)
DECEMBER	JANUARY	(175,624)	(234,554)	(209,599)	(220,310)
JANUARY	FEBRUARY	(244,008)	(285,365)	(270,169)	
FEBRUARY	MARCH	(180,551)	(315,897)	(166,240)	
MARCH	APRIL	(181,005)	(198,955)	(198,010)	
APRIL	MAY	(237,515)	(240,882)	(220,359)	
MAY	JUNE	(202,601)	(208,782)	(197,098)	-
JUNE	JULY	(207,537)	(202,601)	(211,633)	
Grand Total		**(2,345,116)**	**(2,764,058)**	**(2,494,349)**	**(1,399,007)**

City of Martinsville
Meals Tax Trend January 31, 2024

	2021	2022	2023	2024
JULY	(169,717)	(201,034)	(193,247)	(243,862)
AUGUST	(177,766)	(182,672)	(202,637)	(239,994)
SEPTEMBER	(181,001)	(197,416)	(224,853)	(230,801)
OCTOBER	(181,344)	(186,517)	(213,057)	(263,417)
NOVEMBER	(173,600)	(198,779)	(225,520)	(237,263)
DECEMBER	(158,387)	(185,855)	(230,476)	(238,717)
JANUARY	(182,146)	(194,987)	(244,221)	(248,926)
FEBRUARY	(165,988)	(174,307)	(221,362)	
MARCH	(153,266)	(182,355)	(225,272)	
APRIL	(218,481)	(201,753)	(268,642)	
MAY	(204,078)	(223,844)	(247,601)	
JUNE	(197,906)	(210,972)	(257,991)	
Grand Total	**(2,163,681)**	**(2,340,490)**	**(2,754,879)**	**(1,702,979)**

City of Martinsville

Monthly Financial Report

Fiscal Year 2023 – 2024

Utility Funds Analysis

Refuse, MiNET, Water, Sewer, Electric

As of January 31, 2024

July 1, 2023 – January 31, 2024

Updated and prepared by

City Finance Department

2/20/2024

City of Martinsville

Refuse Fund as of January 31, 2024

REVENUE	FY 2024 APPROVED BUDGET	FY 2024 ACTUALS	FY 2024 AVAILABLE BUDGET	Sum of % of Budget Used YTD FY 2024
CHARGES FOR SERVICES	(1,908,700)	(1,129,699)	(779,001)	59%
CONTRIBUTION FROM FUND BALANCE	(628,504)	-	(628,504)	0%
MISCELLANEOUS	(13,500)	(4,064)	(9,436)	30%
RECOVERED COSTS	-	(500)	500	0%
REVENUE FROM USE OF MONEY/PROP	(159,000)	(129,259)	(29,741)	81%
Grand Total	**(2,709,704)**	**(1,263,522)**	**(1,446,182)**	**47%**

EXPENSES	FY 2024 APPROVED BUDGET	FY 2024 ACTUALS	FY 2024 AVAILABLE BUDGET	Sum of % of Budget Used YTD FY 2024
SALARY & BENEFITS	649,680	317,074	332,606	49%
CONTRACT & PROFESSIONAL SERVICES	81,500	55,152	26,348	68%
REPAIRS AND MAINTENANCE	97,850	63,674	34,176	65%
SUPPLIES	9,052	3,750	5,302	41%
UTILITIES	30,635	16,449	14,186	54%
DEBT SERVICE	52,580	52,580	-	100%
DISPOSAL	580,000	281,280	298,720	48%
OTHER	541,907	500,477	31,488	92%
TRANSFER TO GENERAL FUND	300,000	150,000	150,000	50%
TRANSFER TO CAPITAL RESERVE	50,000	-	50,000	0%
FUEL	63,000	30,446	32,554	48%
LEASE/RENTAL	3,500	400	3,100	11%
DEPRECIATION	250,000	-	250,000	0%
Grand Total	**2,709,704**	**1,471,282**	**1,228,480**	**54%**

City of Martinsville
MINET as of January 31, 2024

REVENUE	FY 2024 APPROVED BUDGET	FY 2024 ACTUALS	FY 2024 AVAILABLE BUDGET	Sum of % of Budget Used YTD FY 2024
CHARGES FOR SERVICES	(1,417,600)	(795,515)	(622,085)	56%
RECOVERED COSTS	(604,001)	(423,008)	(180,993)	70%
REVENUE FROM USE OF MONEY/PROP	(2,050)	(2,937)	887	143%
Grand Total	**(2,023,651)**	**(1,221,460)**	**(802,191)**	**60%**

EXPENSES	FY 2024 APPROVED BUDGET	FY 2024 ACTUALS	FY 2024 AVAILABLE BUDGET	Sum of % of Budget Used YTD FY 2024
SALARY & BENEFITS	597,473	337,587	259,886	57%
CONTRACT & PROFESSIONAL SERVICES	285,000	137,975	129,025	48%
REPAIRS AND MAINTENANCE	173,000	43,325	125,558	25%
SUPPLIES	5,400	6,234	(834)	115%
UTILITIES	250,000	160,236	89,764	64%
OTHER	430,871	222,221	208,650	52%
TRANSFER TO GENERAL FUND	100,000	50,000	50,000	50%
SOFTWARE/MAINTENANCE	7,000	7,907	(907)	113%
PHYSCIAL PLANT EXPANSION & EQUIPMENT	152,657	59,120	90,584	39%
ADVERTISING	3,000	-	3,000	0%
POSTAL SERVICES	2,250	1,591	659	71%
LEASE/RENTAL	1,500	675	825	45%
TRAVEL	3,000	1,657	1,343	55%
DUES	2,500	2,050	450	82%
FUEL	7,500	4,989	2,511	67%
NONCAPITAL EQUIPMENT	2,500	4,256	(1,756)	170%
Grand Total	**2,023,651**	**1,039,825**	**958,756**	**51%**

City of Martinsville

Water Fund as of January 31, 2024

REVENUE	FY 2024 APPROVED BUDGET	FY 2024 ACTUALS	FY 2024 AVAILABLE BUDGET	Sum of % of Budget Used YTD FY 2024
CHARGES FOR SERVICES	(3,956,260)	(2,310,078)	(1,646,182)	58%
REVENUE FROM USE OF MONEY/PROP	(187,500)	(107,392)	(80,108)	57%
CONTRIBUTION FROM FUND BALANCE	(676,678)	-	(676,678)	0%
Grand Total	**(4,820,438)**	**(2,417,469)**	**(2,402,969)**	**50%**

EXPENSES	FY 2024 APPROVED BUDGET	FY 2024 ACTUALS	FY 2024 AVAILABLE BUDGET	Sum of % of Budget Used YTD FY 2024
SALARY & BENEFITS	1,454,306	673,453	780,853	46%
UTILITIES	178,736	117,029	61,707	65%
SUPPLIES	305,450	215,926	89,524	71%
CONTRACT & PROFESSIONAL SERVICES	162,300	554,999	(408,259)	342%
SOFTWARE/MAINTENANCE	25,500	20,178	(935)	79%
REPAIRS AND MAINTENANCE	158,238	709,077	(557,504)	448%
TRANSFER TO GENERAL FUND	250,000	125,000	125,000	50%
OTHER	544,484	266,242	278,242	49%
DEPRECIATION	450,000	-	450,000	0%
PHYSCIAL PLANT EXPANSION & EQUIPMENT	893,512	45,686	742,670	5%
POSTAL SERVICES	450	147	303	33%
TRAVEL	4,700	2,588	2,112	55%
NONCAPITAL EQUIPMENT	15,000	1,400	13,600	9%
FUEL	21,500	10,288	11,212	48%
LEASE/RENTAL	3,250	1,415	1,835	44%
DUES	2,850	-	2,850	0%
DEBT SERVICE	350,162	308,534	41,628	88%
Grand Total	**4,820,438**	**3,051,963**	**1,634,836**	**63%**

City of Martinsville

Sewer Fund as of January 31, 2024

REVENUE	FY 2024 APPROVED BUDGET	FY 2024 ACTUALS	FY 2024 AVAILABLE BUDGET	Sum of % of Budget Used YTD FY 2024
CHARGES FOR SERVICES	(4,828,500)	(2,859,954)	(1,968,546)	59%
REVENUE FROM USE OF MONEY/PROP	(25,512)	(17,483)	(8,029)	69%
CONTRIBUTION FROM FUND BALANCE	(2,265,708)	-	(2,265,708)	0%
MISCELLANEOUS	-	(9,336)	9,336	0%
Grand Total	**(7,119,720)**	**(2,886,773)**	**(4,232,947)**	**41%**

EXPENSES	FY 2024 APPROVED BUDGET	FY 2024 ACTUALS	FY 2024 AVAILABLE BUDGET	Sum of % of Budget Used YTD FY 2024
SALARY & BENEFITS	1,712,297	963,341	748,956	56%
UTILITIES	1,017,124	453,324	563,800	45%
SUPPLIES	354,900	234,325	120,575	66%
CONTRACT & PROFESSIONAL SERVICES	139,850	162,700	(289,946)	116%
SOFTWARE/MAINTENANCE	4,500	323	4,177	7%
REPAIRS AND MAINTENANCE	236,738	63,632	102,747	27%
OTHER	599,167	291,640	220,527	49%
PHYSCIAL PLANT EXPANSION & EQUIPMENT	867,133	78,540	326,007	9%
DEPRECIATION	750,000	-	750,000	0%
FUEL	22,000	10,447	11,553	47%
POSTAL SERVICES	200	49	151	25%
LEASE/RENTAL	2,700	-	2,700	0%
TRAVEL	6,500	1,742	4,758	27%
DUES	6,275	4,566	1,709	73%
NONCAPITAL EQUIPMENT	16,000	-	16,000	0%
DEBT SERVICE	634,336	317,168	317,168	50%
JONES CREEK INTERCEPTOR	750,000	1,662,124	(4,547,039)	222%
Grand Total	**7,119,720**	**4,243,921**	**(1,646,157)**	**60%**

City of Martinsville
Electric Fund as of January 31, 2024

REVENUE	FY 2024 APPROVED BUDGET	FY 2024 ACTUALS	FY 2024 AVAILABLE BUDGET	Sum of % of Budget Used YTD FY 2024
CHARGES FOR SERVICES	(23,499,500)	(13,118,659)	(10,380,841)	56%
REVENUE FROM USE OF MONEY/PROP	(27,063)	(107,821)	80,758	398%
MISCELLANEOUS	(12,500)	(11,080)	(1,420)	89%
ELECTRIC - RECOVERED COSTS	-	(11,537)	11,537	0%
DEPRECIATION OFFSET	(650,000)	-	(650,000)	0%
Grand Total	**(24,189,063)**	**(13,249,097)**	**(10,939,966)**	**55%**

EXPENSES	FY 2024 APPROVED BUDGET	FY 2024 ACTUALS	FY 2024 AVAILABLE BUDGET	Sum of % of Budget Used YTD FY 2024
SALARY & BENEFITS	2,007,583	1,100,450	907,133	55%
PURCHASED POWER	17,500,000	7,409,063	10,090,937	42%
UTILITIES	67,179	31,235	35,944	46%
SUPPLIES	129,400	59,310	70,090	46%
CONTRACT & PROFESSIONAL SERVICES	473,650	164,534	309,117	35%
SOFTWARE/MAINTENANCE	40,180	39,632	548	99%
REPAIRS AND MAINTENANCE	141,190	96,722	38,111	69%
OTHER	962,530	566,975	389,798	59%
DEPRECIATION	650,000	-	650,000	0%
PHYSCIAL PLANT EXPANSION & EQUIPMENT	862,500	-	862,500	0%
POSTAL SERVICES	200	68	132	34%
TRAVEL	15,000	3,844	11,156	26%
DUES	6,000	6,272	(272)	105%
NONCAPITAL EQUIPMENT	16,500	2,510	10,998	15%
FUEL	32,850	16,407	16,443	50%
LEASE/RENTAL	3,388	595	2,793	18%
CONTRIB TO FUND BALANCE	895,701	-	895,701	0%
DEBT SERVICE	385,212	385,212	(0)	100%
Grand Total	**24,189,063**	**9,882,829**	**14,291,128**	**41%**