

AGENDA--CITY COUNCIL -- CITY OF MARTINSVILLE, VIRGINIA
Council Chambers – Municipal Building
7:00 pm CLOSED SESSION **7:30 pm regular session**
Tuesday, March 11, 2014

7:00pm--Closed Session

1. Items to be considered in Closed Session, in accordance with the Code of Virginia, Title 2.2, Chapter 37—Freedom of Information Act, Section 2.2-3711(A)—Closed Meetings, the following:
 - A. A prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community as authorized by Subsection 5.
 - B. Appointments to boards and commissions as authorized by Subsection 1.

7:30pm-Regular Session

Invocation & Pledge to the American Flag—Vice Mayor Gene Teague

1. Consider approval of Council meeting minutes December 10, 2013 called meeting and December 10, 2013 regular meeting. (2 mins)
2. Hear a report from the Fire Department regarding the fire that occurred at the former American Furniture plant on Aaron Street on Monday, March 3, 2014. (10 mins)
3. Consider possible transfer of administration of the City's Section 8 Housing Choice Voucher Program to Danville Redevelopment & Housing Authority. (15 mins)
4. Consider approval of an agreement transferring management of the West Piedmont Business Development Center to the Martinsville-Henry County Chamber of Commerce's Partnership for Economic Growth (C-PEG) effective April 1, 2014. (20 mins)
5. Consider authorizing expenditures for certain purchases and projects for which partial funding was appropriated in the FY14 Budget with the understanding that remaining funding will be appropriated in the FY15 Budget. (10 mins)
6. Consider approval of consent agenda. (2 mins)
7. Business from the Floor

This section of the Council meeting provides citizens the opportunity to discuss matters, which are not listed on the printed agenda. In that the Council meetings are broadcast on Martinsville Government Television, the City Council is responsible for the content of the programming. Thus, any person wishing to bring a matter to Council's attention under this Section of the agenda should:

- (1) come to the podium and state name and address;**
- (2) state the matter that they wish to discuss and what action they would like for Council to take;**
- (3) limit remarks to five minutes;**
- (4) refrain from making any personal references or accusations of a factually false and/or malicious nature.**

Persons who violate these guidelines will be ruled out of order by the presiding officer and will be asked to leave the podium.

Persons who refuse to comply with the direction of the presiding officer may be removed from the chambers.

8. Comments by members of City Council. (5 minutes)
9. Comments by City Manager. (5 minutes)



City Council Agenda Summary

Meeting Date: March 11, 2014

Item No: 1.

Department: Clerk of Council

Issue: Consider approval of minutes of City Council meetings December 10, 2013 (9:30am) called meeting and December 10, 2013 (7:30pm) regular meeting.

Summary: None

Attachments: December 10, 2013 minutes called meeting 9:30am
December 10, 2013 minutes regular meeting 7:30pm

Recommendations: Motion to approve minutes as presented.

December 10, 2013

A called meeting of the Council of the City of Martinsville, Virginia, was held on December 10, 2013, in Council Chambers, Municipal Building, at 9:30 AM, Closed Session beginning at 9:30 AM, with Mayor Kim Adkins presiding. Council Members present included: Mayor Kim Adkins, Vice Mayor Gene Teague, Mark Stroud, Sharon Brooks Hodge and Danny Turner. Staff present included: Leon Towarnicki, City Manager, Brenda Prillaman and Eric Monday.

Mayor Adkins called the meeting to order and advised Council will go into Closed Session. In accordance with Section 2.1-344 (A) of the Code of Virginia (1950, and as amended) and upon a motion by Gene Teague, seconded by Mark Stroud, with the following 5-0 recorded vote: Adkins, aye; Teague, aye; Stroud, aye; Hodge, aye; and Turner, aye, Council convened in Closed Session, for the purpose of discussing the following matters: (A) Discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body as authorized by Subsection 29. (B) Consultation with legal counsel and briefings by staff members, attorneys, or consultants pertaining to actual or probable litigation, or other specific legal matters requiring the provision of legal advice by such counsel, as authorized by Subsection 7.

Council then returned to open session. At the conclusion of Closed Session, each returning member of Council certified that (1) only public business matters exempt from open meeting requirements were discussed in said Closed Session; and (2) only those business matters identified in the motion convening the Closed Session were heard, discussed, or considered during Session. On a motion by Mark Stroud, seconded by Sharon Brooks Hodge with the following recorded 5-0 vote: Adkins, aye; Teague, aye; Stroud, aye; Hodge, aye and Turner, aye, Council returned to Open Session.

Action taken: On a motion by Gene Teague, seconded by Danny Turner, with a 5-0 vote, Council agreed to authorize the City Manager to execute the performance agreement with Solid Stone Fabrics:

<p style="text-align: center;">PERFORMANCE AGREEMENT</p> <p>This Performance Agreement (the "Agreement") is made and entered into this <u>27th</u> day of <u>November</u>, 2013, by and among the <u>Virginia Tobacco Indemnification and Community Revitalization Commission</u> (the "Commission"), a political subdivision of the Commonwealth, the <u>City of Martinsville, Virginia</u> (the "Grantee"), a political subdivision of the Commonwealth, and <u>Solid Stone Fabrics</u> (the "Company"), a Virginia "C" corporation whose Federal Employer Identification Number is <u>20-0169769</u>.</p> <p style="text-align: center;">WITNESSETH:</p> <p>WHEREAS the Grantee has been selected to receive a grant in the amount of \$ <u>1,000,000</u> (the "Grant") from the Commission for its use in inducing the Company to construct or locate taxable assets and employ persons in the <u>City of Martinsville</u> (the "Locality");</p> <p>WHEREAS the Grantee has indicated its desire to tender the Grant to the Company for its use and benefit, provided that the Company commits to the achievement of certain goals relating to employment and the construction or location of taxable assets in compliance with the terms hereof;</p> <p>WHEREAS the Commission, the Grantee and the Company desire to set forth their understanding and agreement as to the use of the Grant, the obligations of each party hereto, the conditions under which the Grant must be repaid, and the obligations of each party hereto in the event of default;</p> <p>WHEREAS the Commission finds that the Grant serves a valid public purpose and is consistent with the Commission's mission as outlined in Section 3.2-3100, et. seq. of the Code of Virginia.</p> <p>NOW, THEREFORE, in consideration of the foregoing, the mutual benefits and promises of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:</p> <p>Section 1. Disbursement of the Grant</p> <p>The deadline for this Agreement to be executed by all parties hereto is 90 days after the date first written above. If this Agreement has not been executed by all parties hereto on or before that date, Grantee's right to the Grant shall automatically terminate. The Commission shall disburse the Grant to the Grantee within 30 days of the Commission's receipt of (i) this Agreement, executed by all parties hereto, and (ii) a written request for disbursement from the Grantee, PROVIDED that the Grantee is not in default on its obligations to the Commission as of the date first written above. In the event that the Grantee is in default on its obligations to the Commission as of the date first written above, disbursement of the Grant shall be withheld until such default is cured.</p>	<p>If disbursement to the Grantee has not occurred within one hundred twenty (120) days from the date of this Agreement, the Grant shall be automatically rescinded. Unless otherwise agreed in writing by the parties hereto, Grantee shall disburse the Grant to the Company, or for the Company's benefit, within 30 days of receipt of the Grant from the Commission or return the money to the Commission.</p> <p>Section 2. Use of the Grant</p> <p>Under this Agreement, the Commission places no restriction on the use of the Grant proceeds by the Company. Should there be any such restrictions imposed by the Grantee, the same shall be described in Exhibit A, which shall be attached hereto and made a part hereof, but which shall be binding upon the Company only if signed thereon by an authorized Company representative, and not by reference herein. The Grantee shall be responsible for enforcement of any restrictions described in said Exhibit A.</p> <p>Section 3. Employment Obligation</p> <p>The Company shall employ* at least <u>16</u> persons in the Locality with a quarterly aggregate payroll of at least \$ <u>116,480</u>. Said employment and payroll will be in addition to those already employed in the Locality by the Company and paid during the calendar quarter ending on <u>September 30, 2013</u>, hereinafter called the "Base Quarter." Persons employed by the Company in the Locality shall be counted as employment hereunder only to the extent that they (a) exceed the aggregate number of employees at all Company locations within the Commonwealth of Virginia during the Base Quarter, and (b) are not counted as fulfillment of any other employment obligation made to the Commission by the Company under any other agreement.</p> <p><i>* for purposes of this Agreement the number of persons "employed" means the number of persons who received pay in any given quarter and is calculated by adding together the number of persons who received pay in each month of the quarter and dividing that sum by three (3).</i></p> <p>Section 4. Obligations Regarding Taxable Assets</p> <p>The Company shall locate or construct taxable assets in the Locality having an assessed value of at least \$ <u>1,000,000</u>, as determined by the locality's Commissioner of Revenue ("COR"). If the locality elects to arrange for reimbursement to the Company of all, or any portion of, the tax paid by Company for said taxable assets, or elects to waive all or any portion of such tax liability, Company's aforementioned obligation to locate or construct taxable assets in the Locality shall not be waived or reduced. Company shall receive credit for the value of all taxable assets so determined by the COR, notwithstanding the local taxing authority's election to waive or refund the taxes so levied. Said taxable assets will be in addition to those counted in fulfillment of any other taxable asset or capital investment obligation made to the Commission by the Company under any other agreement. If the Company is exempt from the payment of property taxes on certain assets by state law, the Company shall not be entitled to receive or keep any portion of the Grant allocated to its investment in those certain assets.</p>	<p>Section 5. Determination of Performance - Employment</p> <p>To earn the Grant, the Company must meet its employment obligations hereunder not later than thirty six (36) months after the end of the Base Quarter. The Company's employment obligations will be deemed to have been fully met when it can document any three (3) consecutive calendar quarters after the Base Quarter in which:</p> <ul style="list-style-type: none">(i) the average number of employees who received pay from the Company during each of those three (3) consecutive quarters* exceeds the average number of employees who received pay in the Base Quarter by at least the number promised in Section 3 above, AND(ii) the total wages paid by the Company to employees in each of those three quarters exceed the wages paid by the Company to employees in the Base Quarter by at least the amount promised in Section 3 above, AND(iii) all such employees worked in the Locality, AND(iv) all Company employees in Virginia have been reported to the Virginia Employment Commission ("VEC") in accordance with VEC regulations. Company's failure to satisfy such requirements shall be a breach hereof, and shall constitute a default hereunder by Company. Employment gains by the Company in the Locality that are offset by employment losses elsewhere in Virginia shall not be counted as employment hereunder. <p>The foregoing shall be based upon reports made by, or on behalf of, the Company to the VEC including but not limited to <u>VEC Form FC-20 Employer's Quarterly Tax Report and O.M.B. Form No 1220-0134 Multiple Worksite Report - BLS 3020</u> (or any successor forms designated by VEC, or accepted by VEC in lieu thereof). If such tax filings include Company employees who did not work in the Locality, it shall be the duty of the Company to provide additional information sufficient to identify those employees who did work in the Locality. Employees of subsidiary companies, related entities, entities under common ownership or control, or employees of independent contractors hired by the Company shall not be counted as employees of the Company in fulfillment of its promise hereunder UNLESS such entities and their relationship to the Company are disclosed to and approved by the Commission in writing, AND such entities supply the Commission with the same employment documentation as described herein. Employees of temporary employment agencies ("temp") who are assigned to work for the Company in the Locality shall not be counted UNLESS evidenced by letter from the temp agency setting forth the number of man-hours so assigned within the 36 months immediately following the Base Quarter. Such man hours shall be credited to the Company's job-creation obligation at the rate of one job for one quarter for every 520 man hours evidenced by the letter.</p> <p><i>* the number of persons who received pay in any given quarter is calculated by adding together the number of persons who received pay in each month of the quarter and dividing that sum by three (3).</i></p> <p>Section 6. Intentionally Blank</p>
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Section 7. Determination of Performance – Taxable Assets

For purposes of this Agreement, the calendar year that includes the Base Quarter shall be called the "Base Year." The Company agrees to meet its taxable asset obligations hereunder not later than thirty-six (36) months thereafter and agrees that all such assets will be owned or leased by the Company, located in the Locality, subject to taxation, and of record with the COR, all during the aforementioned 36-month period. Company assets located or constructed in the Locality prior to or during the Base Year will not be counted in fulfillment of the Company's taxable asset obligation.

The Company's achievement toward meeting its taxable asset obligation shall be based on asset values assessed by the COR for the Locality and shall be the sum of the following:

- the highest real property assessed value of record for any one of the three years following the Base Year, less and except the assessed value for the Base Year, plus
- the first personal property assessed value for each asset first appearing of record in the Company name during the three calendar years following the Base Year.

The Commission shall rely upon the information described above as the same is reported to the Commission by the COR in writing, without exception.

For purposes of this Agreement, leased assets are defined as those for which the Company is contractually obligated to pay the property taxes thereon during the term of the lease, and evidence of the Company's obligation to pay such property taxes is presented to the Commission.

The Company hereby expressly grants its consent for (a) the COR for the Locality to release to the Tobacco Commission or the Grantee records necessary to disclose the information required in Section 7 hereof, and (b) the Virginia Employment Commission to release to the Tobacco Commission all Company employment records of any kind held by the Virginia Employment Commission.

Taxable assets owned by subsidiary companies, related entities, entities under common ownership or control, shall not be counted as taxable assets of the Company in fulfillment of its promise hereunder UNLESS such entities and their relationship to the Company are disclosed to and approved by the Commission in writing, AND such entities supply the Commission with the same taxable assets documentation as described in this Section.

Section 8. Repayment Obligation

In the event that the Company does not meet its obligations hereunder within thirty six (36) months after the end of the Base Quarter, it shall repay to the Grantee the unearned portion of the Grant, which is calculated as follows:

- A minimum increase in taxable assets is required before any portion of the Grant is earned by the Company, hereinafter called the Minimum Investment Requirement. The Minimum Investment Requirement is the greater of (a) \$1.0 million or (b) one-half of the taxable asset obligation described in Section 4 hereof.

- For purposes of repayment, fifty percent (50%) of the Grant is allocated for the Company's taxable assets obligation and fifty percent (50%) for its employment obligation.
- Subject to the terms of Section 8.d. below, after exceeding the Minimum Investment Requirement, the fraction of the Grant allocated to employment that is earned by the Company is determined by dividing the average number of employees receiving pay during the three consecutive quarters as determined in Section 5 above with the highest employee count by the number of jobs remained in Section 3.
- The method of computation set forth in Paragraph 8.c. above will be used only if the quarterly aggregate payroll for the three consecutive quarters described in Section 5 equals or exceeds that promised in Section 3. If that quarterly aggregate payroll is less than that promised in Section 3, the number of qualifying employees shall be reduced in proportion to the shortfall in quarterly aggregate payroll and the reduced number of employees shall be used to determine whether Company has satisfied its employment obligation hereunder.
- After exceeding the Minimum Investment Requirement, the fraction of the Grant allocated to taxable assets that is earned by the Company is determined by dividing the greatest value of assets attained to by the COR under Section 7 above by the taxable assets promised in Section 4 above.
- All unearned portions of the Grant shall be repaid by the Company to the Grantee not later than thirty days after the date on which the Company is notified of the unearned amount. The Grantee agrees to remit the same to the Commission. Any refund owed by the Company to the Grantee hereunder shall immediately constitute an obligation of the Grantee to repay the Commission and such Grantee's obligation shall not be contingent upon successful collection of any amount from the Company. **The Grantee shall be liable for repayment to the Commission that portion of the Grant determined by the Commission to be due under the terms of this Section and hereby agrees to make such repayment without regard to whether Grantee has received repayment from the Company.**
- Interest shall accrue on unpaid balances at the rate of 3% per annum beginning on the 31st day after the Company is notified of the amount due.
- Monies due to the Locality pursuant to this agreement, if any, shall be considered to be owed to the Treasurer for the Locality and subject to the Treasurer's statutory powers provided for in the Code of Virginia.
- If the Company does not meet its employment obligations or taxable asset obligations hereunder by the date which is 36 months after the end of the Base Quarter because of an "Event of Force Majeure" (as defined herein), the date by which a requirement to meet such commitments shall be extended day-for-day for a period equal to the time elapsed during the Event of Force Majeure. "Event of Force Majeure" means without limitation any of the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or any kind of the government of the United States of America or of the Commonwealth of Virginia or any of their respective departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; draughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals not caused by the

Company; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company.

Section 9. Events of Default

If any of the following should occur within the thirty six (36) month period after the end of the Base Quarter, it shall constitute an event of default and the Commission may, at its election, accelerate the Company's obligation to repay the portion of the Grant that has not been earned as of the date of the event of default:

- The Company applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, files a voluntary petition of bankruptcy, makes a general assignment for the benefit of creditors, files a petition or an answer seeking reorganization or arrangement with creditors, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating the Company as bankrupt or insolvent or approving a petition seeking reorganization of the Company or appointing a receiver, trustee or liquidator of the Company or of all or a substantial part of its assets which remains undismissed, undischarged or unstayed for a period of forty-five (45) days.
- The Company ceases to be of record and in good standing with the Virginia State Corporation Commission, and such failure is not cured within 60 days from notice thereof, unless Company obligations hereunder have been assumed by another entity and that assumption approved by the Commission and the Grantee.
- The Company fails, for reasons other than an Event of Force Majeure, to fulfill at least twenty five percent (25%) of either its employment obligation described in Section 3 above or its taxable asset obligation described in Section 4 above within eighteen (18) months after the end of the Base Quarter.
- Failure to provide verification to the Commission as described in Section 10, below, within 60 days from a written request from the Commission.
- The Company closes its business in the Locality for a period of more than 30 days.

Section 10. Verification of Performance

If the Commission is unable to verify the Company's progress towards meeting its taxable asset and employment obligations herein using the information available pursuant to Sections 5 and 6, the Company shall provide, at the Company's expense, detailed verification to the Commission and the Grantee, of the Company's progress toward meeting its taxable asset and employment obligations. Such verification shall be limited to the Company's payroll tax filings and property tax filings, together with such other supporting documentation about the payroll and property tax filings as the Commission may request, but any such request shall be no more often than annually.

If any of the taxable assets described in Section 4 have been made on behalf of the Company by a lessor, the Company shall be responsible for gathering and reporting to the Commission information regarding the taxable assets made by the lessor on behalf of the Company.

Section 11. Acknowledgment and Notice

The Company and the Grantee each acknowledge and agree to its respective repayment obligation in accordance with Section 7 of this Agreement. Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully prepaid or by overnight courier (refusal shall mean return of certified mail, undelivered) and addressed as follows:

if to the Company, to:

NAME: Solid Stone Fabrics
 ADDRESS: 26 FRYETTE ST.
 MARTINSVILLE, VA 24112
 Attention: David Stone, President & CEO

if to the Grantee, to:

NAME: City of Martinsville
 ADDRESS: P.O. Drawer 1112
 Martinsville, VA 24114
 Attention: Leon Towarnicki, City Manager

if to the Commission, to:

NAME: Tobacco Indemnification and Community Revitalization Commission
 ADDRESS: 701 East Franklin Street, Suite 501
 Richmond, Virginia 23219
 Attention: Tim Pfobl, Interim Executive Director

This Agreement constitutes the entire agreement between the parties hereto and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Company may not assign its rights or obligations under this Agreement without the prior written consent of the Grantee and the Commission; provided that the Company shall have the right, without the consent of the Grantee or the Commission, to assign its rights (not its obligations) under this Agreement to any entity that controls, is controlled by, or is under common control with, the Company.

This Agreement is made, and intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of that state. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court located nearest to the Locality and such litigation shall be brought only in such court.

This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. If any provision of this Agreement is determined to be unenforceable, then the remaining provisions of this Agreement shall, in the sole discretion of the Commission, be voidable by the Commission or interpreted as if such unenforceable provisions were not included therein.

The Company hereby warrants that from the date of this agreement until all obligations hereunder have been satisfied that it is, and will remain, registered and in good standing with the Virginia State Corporation Commission and that the Company is, and will remain, legally authorized to conduct business in the Commonwealth of Virginia.

The provisions of this Agreement are intended to and shall survive closing, the delivery of any deed or other instrument, and any other event.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to become effective as of the date first written above.

TOBACCO INDEMNIFICATION AND
 COMMUNITY REVITALIZATION
 COMMISSION
 By: [Signature]
 Title: Executive Director
 Date: 12/8/14

CITY OF MARTINSVILLE
 By: [Signature]
 Title: City Manager
 Date: 1/3/14

SOLID STONE FABRICS
 By: [Signature]
 Title: PRESIDENT/CEO
 Date: 1/3/14

There being no further business, the Council meeting adjourned at 10:00 AM for a press conference regarding the Solid Stone Fabrics expansion.

Brenda Prillaman
 Clerk of Council

Kim Adkins
 Mayor

December 10, 2013

The regular meeting of the Council of the City of Martinsville, Virginia, was held on December 10, 2013, in Council Chambers, Municipal Building, at 7:30PM, Closed Session beginning at 7:00PM, with Mayor Kim Adkins presiding. Council Members present included: Mayor Kim Adkins, Vice Mayor Gene Teague, Mark Stroud, Sharon Brooks Hodge and Danny Turner. Staff present included: Leon Towarnicki, City Manager, Brenda Prillaman and Eric Monday.

Mayor Adkins called the meeting to order and advised Council will go into Closed Session. In accordance with Section 2.1-344 (A) of the Code of Virginia (1950, and as amended) and upon a motion by Danny Turner, seconded by Sharon Brooks Hodge, with the following 5-0 recorded vote: Adkins, aye; Teague, aye; Stroud, aye; Hodge, aye; and Turner, aye, Council convened in Closed Session, for the purpose of discussing the following matters: (A) Appointments to boards and commissions as authorized by Subsection 1. (B) Consultation with legal counsel and briefings by staff members, attorneys or consultants pertaining to actual or probable litigation, or other specific legal matters requiring the provision of legal advice by such counsel, as authorized by Subsection 7.

Council then returned to open session. At the conclusion of Closed Session, each returning member of Council certified that (1) only public business matters exempt from open meeting requirements were discussed in said Closed Session; and (2) only those business matters identified in the motion convening the Closed Session were heard, discussed, or considered during Session. On a motion by Sharon Brooks Hodge, seconded by Mark Stroud, with the following recorded 5-0 vote: Adkins, aye; Teague, aye; Stroud, aye; Hodge, aye and Turner, aye, Council returned to Open Session.

Action taken: On a motion by Danny Turner, seconded by Gene Teague, with a 5-0 vote, Council re-appointed Joseph A. Martin, 27 E. Church St., to the Transportation Safety Commission for a 4 year term ending 12/31/17.

On a motion by Danny Turner, seconded by Gene Teague, with a 5-0 vote, Council appointed Steve M. Draper, 1911 Dundee Lane, to the Dan River ASAP Board for a 3 year unexpired term ending 4/30/15.

On a motion by Sharon Brooks Hodge, seconded by Mark Stroud, with a 5-0 vote, Council adopted the following resolution authorizing the City Manager to sign VDOT documents for the repair of the Commonwealth Boulevard Bridge:

<p style="text-align:center">RESOLUTION OF THE CITY COUNCIL THE CITY OF MARTINSVILLE, VIRGINIA</p> <p style="text-align:center">AUTHORIZING THE CITY MANAGER TO SIGN VDOT DOCUMENTS FOR THE REPAIR OF THE COMMONWEALTH BOULEVARD BRIDGE</p> <p>The City Council of the City of Martinsville, consisting of five members, in a duly called meeting held on the 10th day of December, 2013, at which a quorum was present, RESOLVED as follows:</p> <p><i>BE IT HEREBY RESOLVED</i> that, in order to facilitate obtaining financial assistance from the Commonwealth of Virginia Department of Transportation, for improvements and repairs to the Commonwealth Boulevard Bridge, in furtherance of public safety and to serve the public interest, the City Council does hereby adopt and abide by the covenants contained in the agreements, documents, and forms required by the Commonwealth to be executed.</p> <p><i>BE IT FURTHER RESOLVED</i> that, the City Manager of the City of Martinsville, or his designee, be authorized to execute on behalf of the City of Martinsville the above-referenced agreements and to execute such other documents including, but not limited to, the Standard Project Administration Agreement together with all Appendices thereto, as may be required in obtaining the said financial assistance.</p> <p>This Resolution, along with a copy of the above-referenced documents, is hereby entered into the permanent minutes of the meetings of this Council.</p> <p style="text-align:right">CITY COUNCIL OF MARTINSVILLE</p> <p>Attest:  City Attorney</p> <p style="text-align:right">By:  Clerk of Council</p> <p style="text-align:center">CERTIFICATION</p> <p>I hereby certify that the above resolution was duly adopted by the City Council of the City of Martinsville in a duly assembled meeting on the 10th day of December, 2013.</p> <p> Secretary/Clerk</p>
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December 10, 2013

Following the invocation by Council Member Mark Stroud and Pledge to the American Flag, the Mayor welcomed everyone to the meeting.

Reversion process overview from City Attorney: Mr. Monday presented the following information:

<p>Reversion to Town Status City with population of less than 50,000 Will not substantially impair the ability of the County to serve its residents Will not cause a substantially inequitable sharing of resources and liabilities Is in the best interests of all affected persons, based on a balancing of equities Is in the best interests of the Commonwealth in promoting viable local governments</p>	<p>Reversion Process Study Discuss Decide what to do: Nothing Further study, discussion Negotiation (County unwilling to negotiate) Decide what, if any, conditions that City should become Town, then . . . File with Commission on Local Government (council resolution)</p>	<p>If a Petition is filed: Filed with Commission on Local Government Evidence filed with petition “Trial” conducted, public hearings held Commission issues opinion as to whether reversion may proceed Parties may decide to negotiate 9-12 months</p>
<p>If Commission says reversion may proceed: Va. Supreme Court appoints three non-local judge panel Trial conducted (2-3 days) Court issues order: has discretion to “balance equities” (6-9 months) Ruling may be appealed to Va. Supreme Court (12 months) City has 21 days after final ruling to reject reversion (cannot revert for 5 years) Parties may negotiate an alternative solution at any time before order is final</p>	<p>Voting Rights * Supreme Court recently held that Voting Rights Act (VRA) preclearance of voting changes cannot be enforced until Congress amends “coverage” criteria, but VRA still prohibits “vote dilution.” *County must comply with VRA in redrawing election district lines for supervisors and school board members. *1975 Supreme Court case – new election plan must fairly reflect minority voting strength in post-annexation locality</p>	<p>Voting Rights (Continued) *With regard to reversion, redistricting would occur after the City became a town. District composition would not be able to be considered as part of the reversion process. *If a solution were negotiated (Clifton Forge), then districts’ composition could be agreed upon and approved prior to reversion.</p>
<p>Referendum on Reversion is only authorized by state law. Current state law does not allow a referendum on reversion. Option 1: Request General Assembly to allow a referendum: Change in general law, or a charter amendment Decision on where in reversion process referendum would occur Unrealistic to expect County to be excluded on reversion referendum</p>	<p>Referendum on Reversion -Continued Option 2: Conduct an advisory referendum: No authority to conduct Non-binding—really a public-opinion poll “City’s dime, on City time” Cannot use official ballots Cannot be on official election day Cannot use voting machines—must be rented, or paper ballots Can probably use precincts, poll-workers Purchase voter list to convert into poll book</p>	

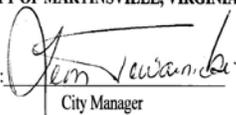
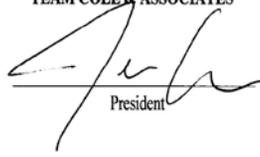
City Manager Leon Towarnicki gave a brief overview of the reversion study and highlighted options and savings projected. Mayor Adkins shared her thoughts on previously shared comments, different views and opinions on the reversion study and she respectfully asked that if any comments tonight are the same as those already voiced to come forward first. Mayor Adkins then opened the session for public comment on the reversion study: Mary Martin, resident of Henry County-concerns with annexation impact and too many unanswered questions to go forward now; J. C. Richardson of Mt. Sinai Church-concerns that not enough citizen participation in process; Deborah France-416 Swanson-concerns that reversion won’t be good to the citizens, only the businesses; Ural Harris-217 Stuart St.-comments that reversion is the most palliative option the city has; former Mayor Barry Greene-reviewed history of merger studies that have occurred over the last 60 years noting conclusions: cost effective, quality education improves, students will attend schools near their home, government services would be cut to pay for to support schools. Mr. Greene stated the citizens cannot afford to support duplicate services and now is an historical opportunity to consolidate; Betty Hilton-need to find a way to pay bills; James Hagwood-undecided now, but reversion could springboard us to prosperity; Deborah France-need to keep money here; Tony Millner-need public meetings and citizen input;

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Louise Niblett-503 Second St.-commented on sewer issue. Mayor Adkins closed public comment period and asked for Council comments on reversion. Turner-city cannot stay on current path as we need to stop duplication and to fund capital needs and he supports reversion going forward. Stroud-feels the political will won't allow reversion and he does not support going forward with reversion. Mayor Adkins-read prepared comments proposing that we table the reversion decision and use analysis for efficiencies as a plan to set a new direction; she also made a public apology to Council Member Hodge. During discussion, City Attorney Eric Monday pointed out that statements regarding conflict of interest are on file for Mayor Adkins whose husband is a school employee and Council Member Stroud whose wife is a school employee. A motion was made by Sharon Brooks Hodge to table the reversion issue and then withdrew her motion for lack of a second. Teague-reviewed how the city got here and pointed out reversion is inevitable and is in the best interest of the taxpayer and that city residents should continue looking at reversion as it would mean they would be paying less taxes and should be able to keep existing services. A motion was made by Danny Turner to petition the state Local Government Commission for reversion and was seconded by Gene Teague. With a vote of 3-2, the motion was defeated. (Stroud-nay; Adkins-nay, Hodge-nay, Turner-aye, Teague-aye). Stroud-comments on hopes to be able to dredge hydro pond and install solar panels and noted the job announcement today is promising; Teague-asked staff to provide future forecasts for budgets so Council will have information; Hodge-encouraged citizen participation and to continue providing Council with suggestions on budget issues.

Mustangs update and approval of contract for management services. Mayor Adkins announced a change in agenda order regarding Mustangs. Jesse Cole, Ken Silver, and Tyler Parsons were present and updated Council on the 2013 Season noting season ticket sales increased tremendously. Mr. Towarnicki briefed Council on highlights of the contract. Danny Turner made a motion, with a second from Gene Teague, to approve executing the contract with a vote of 4-1 (Hodge-nay). After a clarification on youth baseball opportunities available, Council Member Hodge changed her vote to aye, so the final vote on the executing the Mustangs contract is 5-0. Following is the signed contract:

<p>THIS CONTRACT, made and entered into this the <u>11th</u> day of <u>Dec.</u>, 2013 and between the City of Martinsville, Virginia, a municipal corporation created and existing under and by virtue of the laws of the State of Virginia (hereinafter referred to as "City"), party of the first part, and Team Cole & Associates, Gastonia, North Carolina, ("Contractor") party of the second part;</p> <p style="text-align: center;">WITNESSETH:</p> <p>THAT, WHEREAS the City caused to be prepared a Request For Proposals for private management options for the Martinsville Mustangs baseball team for the 2013 season, and the party of the second part did on the 3rd of October, 2012, file with the party of the first part a copy of its Proposal at the terms therein fully stated and set forth; and,</p> <p>WHEREAS, the City contracted for management services for the Martinsville Mustangs baseball team initially for the 2013 with an extension to include the 2014 baseball season; and,</p> <p>WHEREAS, the Contractor has expressed a desire to enter into a long-term contract with the City for continued management services of the Martinsville Mustangs baseball team;</p> <p>NOW, THEREFORE, that for and in consideration of the mutual and respective covenants and agreements contained herein and made with respect to the performance of the services by the Contractor, the parties to this Agreement hereby agree as follows:</p> <ol style="list-style-type: none">1. Term and Renewals – The term of this Agreement shall cover the 2015 - 2019 baseball seasons, specifically commencing with the date of execution of this Agreement and ending August 31, 2019. An option to renew beyond the 2019 baseball season may be considered subject to (1) mutual agreement by both parties to the renewal, including any changes to conditions of the contract; and (2) approval of continued funding by the City of Martinsville if needed.2. Agreement Protections for the City – Under the terms of this Agreement, the Contractor will not have the opportunity to move the team to another location. The Contractor will be responsible for reimbursing the City for amounts paid under this Agreement if Contractor's responsibilities under Section 8 are breached.3. Compensation – The City shall compensate the Contractor under the terms of this Agreement a total of \$35,000 for the 2015 season; \$30,000 for the 2016 season; \$25,000 for the 2017 season; \$10,000 for the 2018 season; and no City compensation (\$0) for the 2019 season. Payments of the respective seasonal amounts will be on a mutually agreed upon schedule.	<ol style="list-style-type: none">4. Sale of Team – If the City sells the team while under contract with Team Cole & Associates on or before August 31, 2017, Team Cole will receive 30% of the net gain in value after the City's initial \$80,000 investment in the team is recovered; between September 1, 2017 and August 31, 2018, Team Cole will receive 35% of the net gain in value after the City's investment is recovered; and between September 1, 2018 and August 31, 2019, Team Cole will receive 40% of the net gain in value after the City's investment is recovered. . Team Cole shall enjoy a right of first refusal in any contemplated sale of the team.5. Use of Facility – Use of Hooker Field under this Agreement shall be for Martinsville Mustangs' baseball and scheduling of Mustangs' games and postseason play will take precedence over other events at the facility. Contractor is permitted to use the facility for events/activities to help defray team costs subject to (1) approval of any such events through the City's Special Event application process, (2) approval by the City to ensure no conflicts with other facility usages, and (3) approval by the City to ensure the event(s) will not damage the field or facilities. It should be noted that Martinsville High School, Patrick Henry Community College, and the local American Legion team currently use Hooker Field for their home games and in some cases, practices. The City currently has a contract for tournaments scheduled at Hooker Field in early May in 2014 with the National Club Baseball Association and retains the right to seek and/or schedule similar and/or other events throughout the duration of this contract. Team Cole shall assume sole and exclusive responsibility for any injury, loss or liability suffered by any third party which arises from or is related to a Mustangs game or event, and shall hold the City harmless from any claims made as a result of such injury, loss or liability. Any insurance against such claims shall be the exclusive responsibility of Team Cole.6. This Agreement shall be interpreted and governed under the laws of the Commonwealth of Virginia. In the event any portion of it is found to be unenforceable, such portion shall be severable and the remainder shall continue in full force and effect. In the event of any disagreement between the parties as to enforcement or interpretation of this Agreement, the parties shall first attempt to resolve their dispute through mediation. Any litigation arising from this Agreement shall be venued in Martinsville, Virginia.7. Under this Agreement, the City will:<ol style="list-style-type: none">A. Provide maintenance of the facility, including but not limited to mowing; turf maintenance/care; preparation of the field for Mustangs home games; maintenance of the
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<p>sprinkler system; maintenance of field lighting; scoreboard; painting when done as normal maintenance; maintenance of heating, cooling, plumbing, and electrical systems in the clubhouse, restrooms, and concession buildings; maintenance and cleanup of dugouts, and any other usual and customary maintenance that would be considered as regular facility maintenance.</p> <p>B. Provide and make available use of the various buildings located at the Hooker Field facility. The original locker room building is used during the spring and fall by Patrick Henry Community College. Space at the facility will be made available for office use to the extent of whatever currently exists on site.</p> <p>C. Provide City utilities for the facility – water, sewer, electric, refuse collection, telephone, and Internet.</p> <p>D. Maintain insurance on the facility</p> <p>E. Continue to provide use of parking facilities currently used for Mustangs' games.</p> <p>F. Provide the existing inventory of team uniforms for use during the 2014 (and future) seasons. If the contract is terminated/not renewed at a future date, the contractor will return to the City a similar inventory of uniforms.</p> <p>G. Allow the Contractor to represent the City at League meetings, to the extent those discussions involve issues relate to management of the team.</p> <p>8. <u>Under this Agreement, the Contractor will:</u></p> <p>A. Agree to operate the Martinsville Mustangs baseball team as a team affiliated with the Coastal Plain League, in accordance with all CPL requirements.</p> <p>B. Hire all game day and related staff as necessary including but not limited to the general manager, coaching staff, concession workers, ticket personnel, ushers, announcers, press box personnel as needed to meet CPL requirements, and other personnel as needed.</p> <p>C. Be responsible for payment of all fees related to operation of the team including but not limited to league dues and umpire fees, providing the annual letter of credit, handle team travel arrangements and related expenses, meal costs, arrangement of housing for players and/or staff, purchasing/providing game day supplies including bats, balls, uniforms, playing equipment, purchase of concession and souvenir supplies, clean up of concession</p>	<p>and/or game related trash and debris from the seating and surrounding areas; tickets, marketing, advertising, promotions, etc.</p> <p>D. Provide and maintain general liability insurance coverage related to any events (including games) held, sponsored, or organized by the contractor at the facility. The City shall be furnished a COI and the City shall be endorsed to the insurance policy as an additional insured prior to any such events.</p> <p>E. Be responsible for all permits (ABC, Health, Business License, etc.) and/or licensing requirements related to operation of the Martinsville Mustangs.</p> <p>F. Have the opportunity to rebrand, change logos currently in use, change uniforms, offer new/different merchandise, etc. The City will be allowed input in any such changes.</p> <p>G. Communicate with the City any issues from League meetings or related sources, issues related to the Hooker Field facility as they pertain to operation of the Martinsville Mustangs baseball team.</p> <p>IN WITNESS WHEREOF, the said City of Martinsville, party of the first part, has caused Agreement to be executed in its name by its City Manager; and the said Team Cole & Associates, party of the second part, has caused this Agreement to be executed in its name by its President; this the day and year first above written.</p> <p>CITY OF MARTINSVILLE, VIRGINIA BY:  City Manager</p> <p>TEAM COLE & ASSOCIATES  President</p>
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Inspections Department update: In an effort to respond to comments from the public and Council regarding administration of the City's Nuisance Ordinance, City staff revised the process to reduce the amount of time necessary to abate complaints and improve the tracking process. Additional changes will be implemented regarding notification of property owners for repeat complaints, as well as enforcement of backyard complaints as indicated in the following slide presentation:

<p><u>Concerns/Needs to Address</u></p> <p>Time of process from complaint-abatement</p> <p>Repeat offenders</p> <p>Tracking of complaints</p> <p>Landlords dumping entire home contents at street</p> <p>Backyard enforcement</p>	
<p><u>Nuisance Ordinance Enforcement Changes</u></p> <p>Involve additional City staff in taking complaints, inspections, and notification of owners; Training of staff to occur to ensure consistency</p> <p>Posting of property at time of inspection to provide notice and start the abatement process</p> <p>Record data in program designed to track all information associated with the complaint</p> <p>Notify crew to abate violation at time of reinspection – Either internally (PW or Sheriff) or contract, with collection of fees used to provide on-going funds for the program</p>	

December 10, 2013

<u>Data Tracking</u> Date received Date of inspection Received by Inspection results Complainant's info Reinspect date Date of follow-up Reinspection results Type of complaint Abatement date Inspector assigned Date closed Date assigned Invoice submitted	<u>Expected Results</u> Additional staff will allow for inspection within 48 hours of receipt of complaint, and reinspection within 48 hours of deadline Staff can be proactive with enforcement to carry out daily duties Time for mailing notices will be eliminated All data can be retrieved as needed: time to inspect, abate, reinspect, recurring violations, etc. Database will allow for tracking of repeat offenders to access escalating penalties
Backyard Enforcement Staff will inspect rear yards not visible from ROW From the complainant's property Prioritize these properties Present recommendations to Council for enforcement action (up to 4 per FY) Council will have the opportunity to declare violation(s) as a public nuisance to aid in enforcement action.	<u>Inspections & Code Enforcement Division of MF & EMS</u> Fire Marshal/Building – Ted Anderson (276) 403-5202 twanderson@ci.martinsville.va.us Deputy Building Official – Kris Bridges (276) 403-5171 kbridges@ci.martinsville.va.us Deputy Fire Marshal/Property Maintenance Official – Andy Powers (276) 403-5202 apowers@ci.martinsville.va.us Permit Technician – Tammy Davis (276) 403-5173 tdavis@ci.martinsville.va.us

Business from the Floor: Ural Harris, 217 Stuart St.-spending should be cut; Wayne Knox-distributed information to Council on the 2014 Comprehensive Economic Development projects for their review for discussion at the January 14, 2014 meeting; Eric Monday-reported his reasoning for moving out of camera view during televised Pledge of Allegiance at beginnings of Council meetings.

Comments by Council members: Turner-thanked Vice Mayor Teague for his explanation on reversion and he expressed Christmas wishes to citizens. Stroud-expressed hope that right decision has been made on reversion and extended Christmas wishes; Teague-extended Christmas wishes; Hodge-asked that concerns of Ms. Niblett at 403 Second Street be investigated and noted she has completed her first year on Council and thanked citizens.

Comments by City Manager: (1) CGI community video is being produced at no cost to city and businesses are being contacted. Council Member Hodge asked that video be inclusive and kept control over diversity. (2) Budget process has begun and will be presenting to Council first week in April. (3) great announcement today from Solid Stone Fabrics and reported news received today that the city was awarded the grant for the Henry Hotel project.

There being no further business, the Council meeting adjourned at 10:30pm.

Brenda Prillaman
Clerk of Council

Kim Adkins
Mayor



City Council Agenda Summary

Meeting Date: March 11, 2014

Item No: 2.

Department: Fire Department

Issue: Hear a report from the Fire Department regarding the fire that occurred at the former American Furniture plant on Aaron Street on Monday, March 3rd.

Summary: The Fire Department will provide a brief update for Council and the public regarding activities related to their response to the fire that occurred on Monday, March 3rd at the former American Furniture plant on Aaron Street.

Attachments: None

Recommendations: None/no action needed – this item is on Council’s agenda for information purposes only.

Meeting Date: March 11, 2014

Item No: 3.

Department: Community Development

Issue: Consider possible transfer of administration of the City's Section 8 Housing Choice Voucher Program to Danville Redevelopment & Housing Authority.

Summary: In reviewing the history of the Housing Choice Voucher Program, aka Section 8 Rental Assistance, which dates back to the 1970's, the program has always fulfilled a great need in Martinsville / Henry County. At one time the program even covered the County of Patrick. The program began as a conduit for federal funds through the Virginia Housing Development Authority, and around 2003 began going directly to HUD. Over recent years and as regulations changed, the cost of administering the program has increased, and varying funding formulas followed. This has resulted in an operating deficit or at times, just barely breaking even. As a means to contain costs, positive and encouraging discussions have occurred with our neighboring public housing authority, Danville Redevelopment & Housing Authority, to determine interests they might have in assuming management since DRHA is a larger organization. As per HUD regulations, the transfer of program administration can only be accomplished with another public housing authority and from a geographical standpoint, DRHA is the logical choice for Martinsville.

Should Council desire to move forward with the transfer, Council will need to convene as the Martinsville Redevelopment and Housing Authority and adopt the attached Resolution, and the first step in the approval process from HUD will begin. The Board of Directors for the Danville Redevelopment & Housing Authority must also officially approve such a transfer.

Attachments: Resolution
Memorandum on Voluntary Transfer

Recommendations: City staff recommends approval of the attached resolution authorizing staff to submit the necessary documentation for transferring administration of the Housing Choice Voucher Program to DRHA, along with Danville Redevelopment & Housing Authority's paperwork to HUD, effective July 1, 2014. In order to accomplish this, City Council must recess (as City Council) and convene as MRHA for adoption of the resolution. MRHA can then adjourn and City Council can reconvene.

**RESOLUTION OF THE GOVERNING BODY OF
THE MARTINSVILLE REDEVELOPMENT & HOUSING AUTHORITY**

The Board of Commissioners of the Martinsville Redevelopment and Housing Authority consisting of five members, in a duly called meeting held on the 11th day of March, 2014 at which a quorum was present, RESOLVED as follows:

BE IT RESOLVED THAT in order to facilitate obtaining approval from the United States of America, acting by and through the United States Department of Housing and Urban Development (HUD), in the transfer of administration of the Section 8 Housing Choice Voucher Program, in the City of Martinsville and the County of Henry, the governing body does hereby adopt and abide the covenants contained in the agreements, documents, and forms required by the Department of Housing and Urban development (HUD) to be executed.

BE IT FURTHER RESOLVED that the City Manager of the City of Martinsville, acting as the Executive Director of the Martinsville Redevelopment & Housing Authority is authorized to execute on behalf of the Martinsville Redevelopment and Housing Authority the above – referenced agreements and to execute instruments as may be required in obtaining the said administrative transfer.

THIS RESOLUTION, along with a copy of the above – referenced documents, is hereby entered into the permanent minutes of this meeting of this Authority.

Martinsville Redevelopment & Housing Authority

Attest:

_____ By _____

CERTIFICATION

I hereby certify that the above resolution was duly adopted by the Martinsville Redevelopment & Housing Authority in a duly assembled meeting on the 11th day of March, 2014.

Clerk of Council

MEMORANDUM

TO: Leon Towarnicki, City Manager

FROM: Wayne D. P. Knox, Director of Community Development

DATE: April 12, 2013

RE: Voluntary Transfer of Housing Choice Voucher Program

After conferring with representatives of HUD, Richmond, on Wednesday, April 10, 2013, and reviewing documents related to the above referenced issue, I am outlining some issue, requirements and timelines for such a move.

1. All transfers will be permanent
2. The transfer must be between PHAs within the same metropolitan area
3. No transfers are permitted to a troubled PHA or where the receiving PHA has failed to comply with correction action plans for financial or program audit findings.
4. At least 90 days prior to the requested effective date of the voluntary transfer, both the divesting and receiving PHAs must submit letters to the HUD field office indicating an agreement.
5. All effective dates must be either January 1st or July 1st of a given year.
6. The letters must be signed by respective EDs with an accompanying board resolution.
7. The total authorized budget (including HAP, UAP, administrative fees and reserves funds) must be transferred on the effective date.
8. A review and recommendation will be made by the field office no later than 30 days after receipt of an agreement and accompanying attachments by the divesting and receiving PHAs. If the request is acceptable, the Public Housing Director will send a memo to the Housing Voucher Financial Management Division Director,
9. Once Headquarters has approved the transfer, the Public Housing Field Office and Financial Management Center (FMC) Director will be notified. The Public Housing Field Office Director will notify the respective PHAs. The FMC will prepare and transmit the amendments to the Consolidated Annual Contributions Contract (CACC).

This entire process usually takes about a year to complete if there are no legal or financial issues to overcome.

Meeting Date: March 11, 2014

Item No: 4.

Department: City Manager

Issue: Consider approval of an agreement transferring management of West Piedmont Business Development Center to the Martinsville-Henry County Chamber of Commerce's Partnership for Economic Growth (C-PEG) effective April 1, 2014.

Summary: As a result of financial difficulties, the Board of the West Piedmont Business Development Center (Incubator) located in Uptown Martinsville at 22 East Church Street voted in December, 2013 to terminate operations as of the end of March, 2014. Since the City is the owner of the building, City staff has managed daily operations beginning in February while options to continue the functions of the Incubator were explored. The most promising option that has emerged is a partnership with the Martinsville-Henry County Chamber of Commerce's Partnership for Economic Growth (C-PEG). Continued discussions with the Chamber's Executive Director have resulted in development of an agreement to transfer management of the Incubator to C-PEG, effective April 1, 2014, with C-PEG continuing and perhaps even expanding the functions of the Incubator.

Attachments: None – A copy of the agreement providing for transfer of management of the Incubator to C-PEG effective April 1, 2014 will be presented at the Council meeting.

Recommendations: Approval, authorizing the City Manager to execute the agreement as noted.

Meeting Date: March 11, 2014

Item No: 5.

Department: City Manager

Issue: Consider authorizing expenditures for certain purchases and projects for which partial funding was appropriated in the FY14 Budget, with the understanding that remaining funding will be appropriated in the FY15 Budget.

Summary: In an effort to reduce the impact on the FY14 Budget, 4 major projects/purchases were funded at approximately half of the full cost in the FY14 budget, with plans to fund the remaining amount in FY15. Timing on implementation or purchase is intended to occur in such a manner so as to allow funds from both FY14 and FY15 to cover the full cost when invoiced. These projects include:

Garbage Truck – Refuse Fund – FY14 Budget: \$115,000; FY15 will only need \$81,001 based on bids received.

Bucket Truck – Electric Fund – FY14 Budget: \$92,500; FY15 will require match of \$92,500.

Zoning Ordinance Update Project – General Fund – FY14 Budget: \$80,000; FY15 will require match of \$80,000.

Main Intercept Inspection Project – Sewer Fund – FY14 Budget: \$138,438; FY15 will require match of \$138,438.

Given that purchase of equipment or contracts for services for the approximate full amounts noted will require partial funding from a not-yet-approved FY15 budget, the City's auditing firm has suggested that approval of these projects or purchases be specifically granted with the understanding of the required commitment of funds by Council in FY15.

Attachments: None

Recommendations: Staff recommends that Council grant approval to proceed with the projects or purchases noted, with the understanding that the balance of funds required will be included in the FY15 Budget.



City Council Agenda Summary

Meeting Date: March 11, 2014
Item No: 6.
Department: Finance
Issue: Consider approval of consent agenda

Summary:

The attachments amend the FY14 Budget with appropriations in the following funds:

FY14:

General Fund: \$21,235 – Reimbursement and State Grant

School Fund: \$150,000 – Private Grant

Attachments: Spreadsheet

Recommendations: Motion to approve

BUDGET ADDITIONS FOR 3/11/2014

ORG	OBJECT	DESCRIPTION	DEBIT	CREDIT
<u>FY14</u>				
<u>General Fund:</u>				
01100909	490104	Advance/Recovered Costs		13,335
01812242	506067	Misc. Exp. - RADAR Transit Program Reimbursements for fuel	13,335	
01101918	443404	Grants-State - VPHIB Special Initiative Program		7900
01322105	506104	EMS - Non-capital Equipment Grant awarded for (4) new computers for EMS data collection/reporting.	7900	
Total General Fund:			21,235	21,235
<u>School Fund:</u>				
18103919	489904	Private Grant - Harvest Foundation Contribution		150,000
81621310	561120	Instruction S&W	6,000	
81621310	562100	Social Security	372	
81621310	562150	Medicare	87	
81621310	563000	Purchased Services	37,320	
81621310	563142	Professional Development	15,381	
81621310	565503	Travel	24,673	
81621310	565800	Miscellaneous	1,967	
81621310	566000	Materials & Supplies	600	
81621310	566013	Instructional Materials	3,600	
81631310	561120	Instruction S&W	4,000	
81631310	562100	Social Security	248	
81631310	562150	Medicare	58	
81631310	563000	Purchased Services	24,880	
81631310	563142	Professional Development	10,254	
81631310	565503	Travel	16,448	
81631310	565800	Miscellaneous	1,312	
81631310	566000	Materials & Supplies	400	
81631310	566013	Instructional Materials	2,400	
Total School Fund:			150,000	150,000