

March 27, 2018 Council Meeting

The regular meeting of the Council of the City of Martinsville, Virginia was held on March 27, 2018 in Council Chambers, Municipal Building, at 7:30 PM with Mayor Gene Teague presiding. Council Members present included Gene Teague, Chad Martin, Jennifer Bowles and Kathy Lawson. Sharon Hodge was not in attendance. Staff present included City Manager Leon Towarnicki, Assistant City Manager Wayne Knox, Clerk of Council Karen Roberts, Finance Director Linda Conover, Fire Chief Ted Anderson, and Deputy Police Chief Rob Fincher.

Mayor Teague called the meeting to order. Following the Pledge to the American Flag and invocation by Council Member Lawson, Teague welcomed everyone to the meeting.

Consider approval of minutes of January 9, 2018 Council Meeting, January 23, 2018 Council Meeting, February 8, 2018 Informational Neighborhood Meeting – Council Member Lawson made a motion to approve minutes as presented. Vice Mayor Martin seconded the motion with all Council Members voting in favor.

Read and present a proclamation acknowledging the week of April 8-14, 2018 as National Library Week – Council Member Bowles read the proclamation which was presented to Betsy Haskins, Chairperson for the Blue Ridge Regional Library Board of Trustees. Haskins thanked Council for the proclamation, highlighted opportunities provided by the library and recognized staff and board members who were present.



PROCLAMATION

NATIONAL LIBRARY WEEK APRIL 8 – 14, 2018

WHEREAS, libraries are not just about what they have for people, but what they do for and with people; and

WHEREAS, libraries have long served as trusted and treasured institutions, and library workers and librarians fuel efforts to better their communities, campuses and schools; and

WHEREAS, librarians are leaders in their institutions and organizations, in their communities, in the nation and in the world; and

WHEREAS, librarians continue to lead the way in leveling the playing field for all who seek information and access to technologies; and

WHEREAS, libraries and librarians look beyond their traditional roles and provide transformative opportunities for education, employment, entrepreneurship, empowerment and engagement, as well new services that connect closely with patrons' needs; and

WHEREAS, libraries and librarians lead their communities in innovation, providing STEAM programming, Makerspaces and access and training for new technologies; and

WHEREAS, libraries are pioneers supporting democracy and effecting social change, with a commitment to providing equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status; and

WHEREAS, libraries lead in working with diverse communities, including people of color, immigrants and people with disabilities, offering services and educational resources that transform communities, open minds and promote inclusion and diversity; and

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week;


NOW, THEREFORE, I, Gene Teague, Mayor, and members of Martinsville City Council, on this 27th day of March, 2018 do hereby proclaim and acknowledge the week of April 8 – 14, 2018 as **National Library Week**. We encourage all residents to visit the library during this week and explore what's new at your library, and engage with your librarian. Because of you and our library leaders, Libraries Lead.

Gene Teague, Mayor

March 27, 2018 Council Meeting

Read and present a proclamation recognizing April as Sexual Assault Awareness Month –

Vice Mayor Martin read the proclamation and presented it to representatives of the Southside Survivor Response Center. Mary Jones stated that the proclamation is appreciated as well as Council’s support.



PROCLAMATION

MONTH OF APRIL AS SEXUAL ASSAULT AWARENESS MONTH

WHEREAS, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and has public health implications for every community member of the City of Martinsville; and

WHEREAS, Rape, sexual assault, and sexual harassment impact our community as seen by statistics indicating that one in five women will have experienced sexual assault by the time they complete college; and

WHEREAS, Child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience a sexual assault before the age 18; and

WHEREAS, Staff and volunteers of Southside Survivor Response Center anti-violence programs in the City of Martinsville encourage every person to speak out when witnessing acts of violence however small; and

WHEREAS, With leadership, dedication, and encouragement, there is compelling evidence that we can be successful in reducing sexual violence in the City of Martinsville through prevention education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions; and

WHEREAS, The City of Martinsville strongly supports the efforts of national and state partners, as well as our local partner Southside Survivor Response Center, and of every citizen to actively engage in public and private efforts, including conversations about what sexual violence is, how to prevent it, how to help survivors connect with services, and how every segment of our society can work together to better address sexual violence,

NOW THEREFORE, I, Gene Teague, Mayor, along with Martinsville City Council members join anti-sexual violence advocates and support service programs in the belief that all community members must be part of the solution to end sexual violence. Along with the United States Government and State of Virginia, I do hereby proclaim April, 2018 as **“Sexual Assault Awareness Month”**.

Gene Teague
Mayor

Read and Present a proclamation acknowledging April 3, 2018 as National Service

Recognition Day – Council Member Lawson read the proclamation that was presented to Julie Brown, Director of Advanced Learning on behalf of AmeriCorps members. Brown and other representatives thanked Council for their support and stated that they hope to expand their services in the near future.



PROCLAMATION

NATIONAL SERVICE RECOGNITION DAY – APRIL 3, 2018

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's communities are increasingly turning to national service and volunteerism as a cost-effective strategy to meet their needs; and

WHEREAS, AmeriCorps members and volunteers address the most pressing challenges facing our communities, from educating students for the jobs of the 21st century, to fighting the opioid epidemic, to responding to natural disasters, to supporting veterans and military families; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, AmeriCorps members and volunteers serve in more than 50,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

WHEREAS, national service participants increase the impact of the organizations they serve, both through their direct service and by managing millions of additional volunteers; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and


WHEREAS, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with local leaders nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, the National Association of Counties, Cities of Service, and local leaders across the country for National Service Recognition Day on April 3, 2018.

NOW THEREFORE, I, Gene Teague, Mayor of the City of Martinsville, along with Martinsville City Council members, do hereby proclaim April 3, 2018, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our community, to thank those who serve; and to find ways to give back to their communities.

Gene Teague, Mayor

Consider adoption of a Resolution recognizing April as Fair Housing Month and expressing the City's pledge to provide equal housing opportunities for all citizens – City Manager Towarnicki invited Wayne Knox to the podium and welcomed members of the Danville Redevelopment Housing Authority. Knox explained that this resolution is needed annually to assist with project funding and grants. Mayor Teague read the resolution. Council Member Bowles made a motion to adopt the resolution; Council Member Lawson seconded the motion with all present Council Members voting in favor. Teague presented the resolution to Terry Ferguson, Director Housing Authority. Ferguson explained that DRHA assists low-income families to purchase homes.

<i>Council Members</i> Gene Teague, Mayor Chad Martin, Vice-Mayor Jennifer Bowles Sharon Brooks Hodge Kathy Lawson	 Martinsville A CITY WITHOUT LIMITS	<i>City Manager</i> Leon E. Towarnicki <i>City Attorney</i> Eric H. Monday <i>Clerk of Council</i> Karen Roberts
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RESOLUTION

RECOGNIZING APRIL, 2018 AS FAIR HOUSING MONTH

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

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

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

BE IT RESOLVED by the Martinsville City Council that, on this 27th day of March 2018, in recognition of April as Fair Housing Month, it does hereby pledge to work with its citizens in pursuit of the shared goal and responsibility for providing equal housing opportunities for all persons.

Attest:

Karen Roberts, Clerk of Council
March 27, 2018
Date Adopted

55 West Church Street, P. O. Box 1112, Martinsville, VA 24114-1112 276-403-5180 Fax: 276-403-5280
www.martinsville-va.gov

Consider authorizing execution of an easement to Henry County for recreational use of approximately 0.76 acres located on the south side of Spruce Street adjacent to Mulberry Creek for the purpose of constructing a trailhead facility for the extension of the Dick and Willie Trail – City Manager Towarnicki recapped previous meetings regarding the proposed trail and trailhead easement. Specific conditions have been added to the easement execution by request of residents and Council. Towarnicki explained that construction of a trail in a residential area is allowed by right. Staff will be bringing recommendations for the Planning Commission regarding a Special Use Permit in situations like this at the April 10, 2018 Council meeting. Council Member Bowles made a motion to authorize the execution of the easement subject to those specified conditions; Council Member Lawson seconded the motion with all present Council Members voting in favor. Teague says the County has acknowledged that they could have done more to inform the City and residents however the trails that the County builds and maintains throughout the City and surrounding areas are an asset to the residents. Council Lawson encourages staff to have closer dialog on Section 6A of the trail.

THIS DEED IS EXEMPT FROM RECORDATION TAXES PURSUANT TO SECTIONS 58.1-811(A)(3) AND 58.1-811(C)(4) OF THE CODE OF VIRGINIA OF 1950, AS AMENDED

DEED OF RECREATIONAL EASEMENT OF RIGHT-OF-WAY FOR GREENWAY TRAIL, TRAILHEAD, PARKING AREA AND INGRESS & EGRESS

Tax Map Parcel Number Not Assigned For This Property
The property consists of those portions of a abandoned right-of-way and residue parcel created by the reworking of Spruce Street. The said property being located to the northeast of and lying to the rear and side of a tier of lots fronting on Dundee Lane and fronting on the Virginia Department of Transportation's current right-of-way boundary.

THIS DEED OF RECREATIONAL EASEMENT OF RIGHT-OF-WAY FOR GREENWAY TRAIL, TRAILHEAD, PARKING AREA, FACILITIES, AND INGRESS & EGRESS (the "Deed"), made and entered into this day of 2018, by and between the CITY OF MARTINSVILLE, an independent City of the Commonwealth of Virginia, 55 West Church Street, Martinsville, Virginia 24112, Grantor (together with its successors, successors in title and assigns, the "Grantor"), and COUNTY OF HENRY, VIRGINIA, a political subdivision of the Commonwealth of Virginia, P.O. Box 7, Collinsville, Virginia 24078-0007, Grantee (together with its successors, successors in title and permitted assigns, the "Grantee").

WITNESSETH

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged by Grantor, Grantor does hereby grant and convey unto Grantee the following described recreational easement, to-wit:

Nonexclusive greenway trail, trailhead, and parking area facilities easement, together with ingress and egress thereto (the "Easement"), located in the City of Martinsville, Virginia, on, over and across certain lands currently owned by Grantor, running approximately 754 feet (754') along the southwestern margin of Spruce Street and running approximately 764 feet (764') along the northeastern boundary lines of a tier of lots fronting on Dundee Lane (the "Land"), being comprised of approximately +/-0.758 of an acre on portions of the lands which Grantor acquired from the Virginia Department of Transportation, by deed dated September 18, 2007, of record in Instrument Number LR0901153 in the Office of the Clerk of the Circuit Court of the City of Martinsville, Virginia (the "Clerk's Office"), all as more fully shown on Exhibit "A" titled "Showing Proposed Easement Area, For Dick & Willie Passage Trail - Phase 6B," dated 01/10/18, a copy of which is attached hereto and by this reference made a part hereof and to which reference is hereby made for a more particular description of the area encompassed by the easement. The Easement shall be solely for the purposes of constructing, improving, operating, inspecting, using, monitoring, maintaining, extending, and repairing or replacing a recreational PUBLIC ACCESS TRAIL, TRAILHEAD, and PARKING AREA FACILITIES (the "Easement Area") and to allow for recreational public ingress and egress within the Easement Area to and from the Trail for walking, jogging, hiking, bicycling, nature studying, and any other recreational activities reasonably associated with walking or bicycling by the general public.

The Easement Area is granted upon and is subject to the laws and ordinances of the City of Martinsville and County of Henry and the following terms and conditions:

- a. This Deed shall run with the Land and be binding upon and inure to the benefit of Grantor and Grantee and their respective successors, successors in title and assigns for a period of twenty-five (25) years and, provided no default exists under this Deed, and except for Grantor's approval and termination rights described below, Grantee shall have the options (the "Renewal Options") to renew the term of the Easements for three (3) successive terms of twenty-five (25) years each (the "Renewal Terms").
b. In the event Grantee does not complete the construction in the Easement Area of the Trail, Trailhead, Parking Area, which shall be a paved parking area suitable for vehicular parking, and Facilities for the use and enjoyment of the general public while using the trail, within five (5) years of the execution of this Deed by Grantor and Grantee, this Deed shall automatically terminate and the Easement and all rights thereto shall be null and void.
c. The Easement shall be subject and subordinate to all covenants, conditions, restrictions, and other easements of record insofar as they may legally affect the Easement Area. In addition, this Deed and the Easements shall be subject and subordinate to the liens of any deeds of trust, mortgages or other security interests (and to all renewals, modifications, consolidations, replacements and extensions thereof) now or hereafter located on the Easement Area or any part thereof and/or to the rights of parties to any ground or underlying leases affecting the Easement Area or any part thereof. This subordination shall be self-operative.
d. Grantee shall, promptly following request thereof by Grantor, install, construct and erect within portions of the Easement Area a split rail fence or other barriers satisfactory to Grantor which are intended to discourage, hinder and obstruct members of the general public and their vehicles from entering onto portions of the Land located outside the boundaries of the Easement Area. Grantor understands, acknowledges and agrees that Grantee's obligations under this paragraph are limited to areas of the Land adjacent to the Easement Area for which special measures are, in Grantor's reasonable discretion, necessary in order to limit or prevent damage to property or injury to persons.
e. Grantee shall, at all times during the term of the Easement, maintain the Easement Area in a safe condition for public use.
f. Grantee shall not permit any access by the County of Henry or the public at large to any portion of the Land other than to the Easement Area for the purposes described in this Deed. The general public shall have no right to construct or improve any portion of the Land.
g. Grantee shall not permit public access to any portions of the Land adjacent thereto with any type of motor vehicles, consisting of, but not limited to, motorcycles, 4-wheel drives, motor bikes, mopeds, ATVs, and snowmobiles, except to the extent vehicles are necessary for construction, inspection, emergency calls, maintenance, or reconstruction of the Trail, Trailhead, Parking, and Facilities within the Easement Area by Grantee or its agents, employees or

contractors. In addition, in no event shall Grantee permit any rollerblading, skateboarding or horseback riding in the Easement Area or portions of the Land adjacent thereto.

h. Grantee may erect within the Easement Area such trail markers, litter receptacles, vehicle control barriers, benches, bridges, fences and gates as are reasonably necessary for preservation and use of the Trail, Trailhead, Parking Area, Facilities, and safety of Trail users.

i. Grantee shall not permit any dumping of ashes, garbage, waste, brush or other unsightly, offensive or hazardous material of any kind on or within the Easement Area or portions of the Land adjacent thereto, and Grantee shall promptly remove all of the foregoing from the Easement Area and, to the extent that the same migrates from the Easement Area or is located on the Land after first being located in the Easement Area, the Land.

j. Grantee shall not permit any excavation or dredging in the Easement Area or the removal from the Easement Area of loam, rock, sand, gravel or other materials, except as may be reasonably required for the construction and preservation of the Trail, Trailhead, Parking Area and Facilities.

k. After construction of the Trail, Trailhead, Parking Area, and Facilities, Grantee shall not make or permit to be made any other change in the natural topography of the Easement Area, except for maintenance and repair of the Trail, Trailhead, Parking Area, and Facilities, control of erosion, vegetative screening and flood control. Any change in the natural topography of the Easement Area (including, but not limited to, the initial construction of the Trail, Trailhead, Parking Area, and Facilities) must be approved by Grantor in advance, in writing and in its sole discretion. Notwithstanding the foregoing provision, Grantor shall be entitled, at any time and from time to time, to fill and grade the Land, including the Easement Area, in accordance with federal, state, and local laws and regulations, subject to the condition that Grantor shall be responsible for restoration of the Trail, Trailhead, Parking Area, and Facilities to as near to the condition thereof existing immediately prior to the disturbance or damage in question as is reasonably practicable and that Grantor shall be responsible for all costs associated therewith. The time period for completing the fill and grading of the Land, to the extent that it is within the Easement Area or involves disruption of the Trail, Trailhead, Parking Area, and Facilities, must be approved by Grantee, in its reasonable discretion. Grantee agrees to cooperate reasonably with Grantor and at no cost to Grantee in effectuating the restoration that may be necessary.

l. Grantee shall not remove, destroy or cut or permit the removal, destruction, or cutting of trees within the Easement Area except with Grantor's prior written consent and except as may be permitted by Grantee for maintenance of the Trail, Trailhead, Parking Area, and Facilities, reduction of hazard, flood control, good husbandry practice, prevention or treatment of disease or elimination of a safety hazard. Grantee shall promptly restore and replace trees, shrubs, grass, vegetation and topsoil on the Land (including the Easement Area) when any of the foregoing is damaged, destroyed, eliminated or removed due to the exercise of the rights and/or the performance of the obligations described in this Deed.

m. Grantee shall have the obligation to maintain the Easement Area and all improvements at any time located therein in a neat, clean, safe and orderly condition and in good repair.

n. Whenever Grantee shall have an obligation under this Deed to restore the Easement Area or any other portions of the Land or any improvements thereon, Grantee shall be responsible for any such restoration to as near to the condition thereof existing immediately prior to the disturbance or damage in question as is reasonably practical and that Grantee shall be responsible for all costs associated therewith. The time period for completing any restoration must be approved by Grantor, in its reasonable discretion. Grantor agrees to cooperate reasonably with Grantee, at no cost to Grantor, in effectuating the restoration that may be necessary.

General Conditions

1. In the event any violation or breach by Grantor of the terms, conditions or restrictions is found to exist, Grantee may, as its sole and exclusive remedy, after a thirty (30) day notice to Grantor, institute a suit to enjoin by injunction such violation or to require the restoration of the property to its prior condition. In no event shall Grantee be entitled to collect any damages whatsoever from Grantor.

2. Grantee reserves the right to enter upon on the Easement Area at all times in order to monitor its compliance with the terms, conditions, provisions and restrictions set forth in this Deed and to exercise the rights conveyed to it by the Easement. In addition, Grantee covenants and agrees that at all times during the term of the Easement it shall provide security for the Easement Area and use its best efforts to protect the safety and well-being of all persons in the Easement Area and to prevent damage to any vegetation, trees or improvements on the portions of the Land adjacent to the Easement Area.

3. Notwithstanding any provisions in this Deed to the contrary, Grantor, for and on behalf of itself and its successors, successors in interest and assigns, expressly reserves the rights (a) to use the Easement Area for any and all purposes, provided that no such use shall materially, adversely and unreasonably interfere with the rights granted to Grantee under this Deed, and (b) to access the Easement Area at times and without notice in order to monitor Grantor's compliance with the terms, conditions, provisions and restrictions set forth in this Deed.

Liability of Grantor

Notwithstanding anything in this Deed to the contrary, Grantee hereby acknowledges and agrees that neither Grantor nor its lessees, occupants, licensees, invitees, employees, agents, contractors, successors, successors in title or assigns or any person or entity deemed to constitute a "landowner," as defined in Section 29.1-509A of the Code of Virginia of 1950, as amended:

a. shall owe any duty of care whatsoever to keep the Easement Area or other portions of the Land safe for entry thereon, access thereto or use by others; or

b. shall be required to give any warning whatsoever of hazardous conditions or uses of, structures on, or activities on the Easement Area or other portions of the Land; or

c. implied or expressly represent that the Easement Area is safe for the purposes of the Easement; or
 d. assume any responsibility whatsoever for or incur any liability for any intentional or negligent acts of any persons in the Easement Area or using the Easement.

Binding Effect, Permitted Use And Assignment

The covenants agreed to and the terms, conditions and restrictions imposed in this Deed shall be binding upon and inure to the benefit of (a) Grantor and its successors, successors in title and assigns, and (b) Grantee and its successors and permitted assigns. Notwithstanding any provision in this Deed to the contrary, in no event shall Grantee have any right (i) to use the Easement Area or permit the Easement Area to be used for any purposes whatsoever other than for the recreational purposes described in this Deed, or (ii) to sublease or apportion the Easement Area or any part thereof, or (iii) to assign the Easement or any rights granted to it in this Deed, without Grantor's prior written consent, in its sole discretion; provided, however, that such consent shall not be unreasonably withheld for an assignment of the Easement to the Commonwealth of Virginia or any agency thereof for any local or regional authority created by law for public park or recreational purposes. Grantor and Grantee both agree that the terms, conditions and restrictions of this Deed will be inserted by it in any subsequent deed or other legal instrument by which it divests itself of either the fee simple title to, or of its possessory or easement interest in the Easement Area or any part thereof or interest therein. In addition, this Deed and the Easement shall be subject and subordinate to the liens of any deeds of trust, mortgages or other security interests (and to all renewals, modifications, consolidations, replacements and extensions thereof) now or hereafter located on the Easement Area or any part thereof and/or to the rights of parties to any ground or underlying leases affecting the Easement Area or any part thereof. This subordination shall be self-operative.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, Grantor and Grantee have set their hands on the day and year first above written. Conveyance by Grantor and Acceptance of this conveyance by Grantee is authorized by Sections 10.1-1701, 15.2-1800, and 15.2-1806 of the Code of Virginia, 1950, as amended.

OFFICE OF THE CITY ATTORNEY
 Approved as to Form:

By: _____
 Eric H. Monday, City Attorney

OFFICE OF THE COUNTY ATTORNEY
 Approved as to Form:

By: _____
 George Lyle, County Attorney

WITNESS the following signature and seal this _____ day of _____, 2018.

GRANTOR:

CITY OF MARTINSVILLE, an independent City of the Commonwealth of Virginia

By: _____ (SEAL)
 Signature Title

Print Leon Towarnicki City Manager
 Name Title

COMMONWEALTH OF VIRGINIA,
 CITY OF MARTINSVILLE TO WIT:

I, _____, a Notary Public in and for the jurisdiction aforesaid, certify that the foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Leon Towarnicki, City Manager on behalf of the City of Martinsville.

My commission expires: _____

 Notary Public

Notary Registration No.: _____

WITNESS the following signature and seal this _____ day of _____, 2018.

GRANTEE:

BOARD OF SUPERVISORS OF THE COUNTY OF HENRY, VIRGINIA, a political subdivision of the Commonwealth of Virginia

By: _____ (SEAL)
 Signature Title

Print Jim Adams Chairman
 Name Title

COMMONWEALTH OF VIRGINIA,
 COUNTY OF HENRY TO WIT:

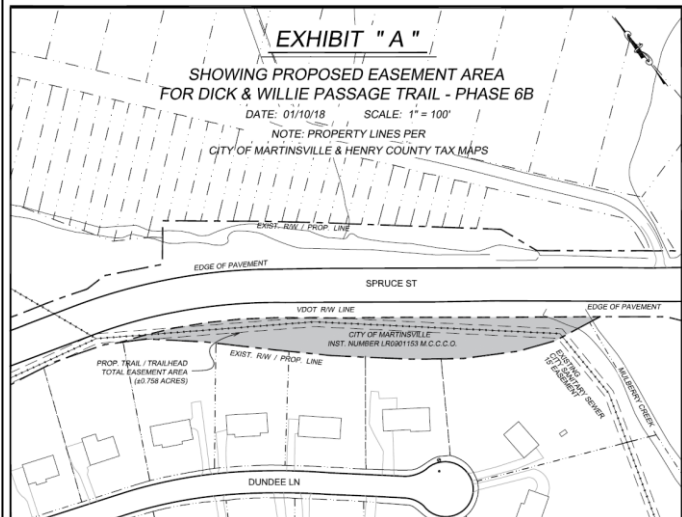
I, _____, a Notary Public in and for the jurisdiction aforesaid, certify that the foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Jim Adams, Chairman, on behalf of the Board of Supervisors of the County of Henry, Virginia.

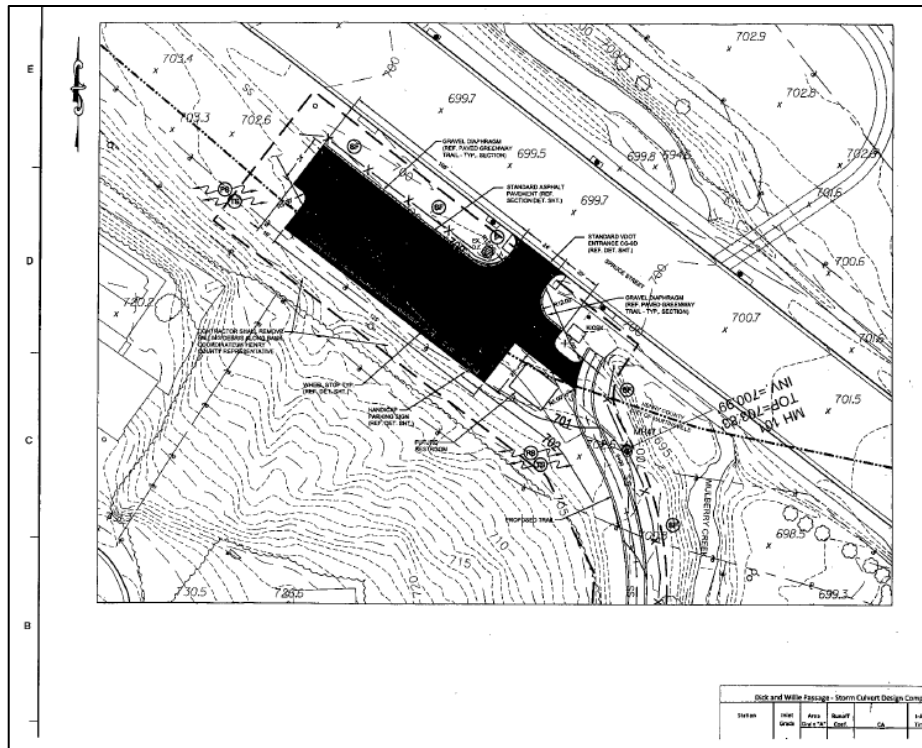
My commission expires: _____

 Notary Public

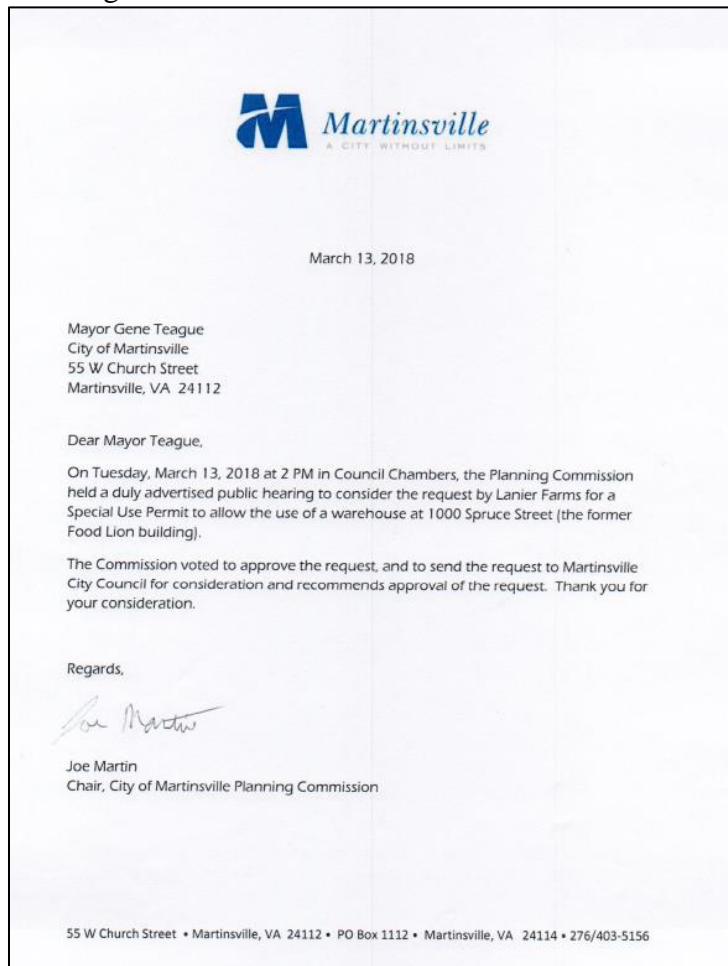
Notary Registration No.: _____

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)





Conduct a public hearing on a request from Lanier Farms, LLC for a Special Use Permit to allow the former Food Lion building located at 1000 Spruce Street to be used as a warehouse – Wayne Knox summarized the procedures taken by Community Development and the Planning Commission leading up to the public hearing. No residents have come forward with any opposition on the permit. James Coleman noted that Cougar Paws has been in the City for 10 years and the business has expanded silently during that time. Mayor Teague opened the public hearing. No one approached the podium. Teague closed the public hearing. Council Member Lawson made a motion to approve the special use permit; Vice Mayor Martin seconded the motion with the following roll call: Bowles, aye; Lawson, aye; Teague, aye; and Martin, aye.



Hear information from the Town of Clifton Forge and Alleghany County regarding the transition of Clifton Forge from city to town – Council welcomed Stephen Bennett, Chairman of the Alleghany County Board of Supervisors who was also on the Board at the time of the reversion and Mr. Mac Campbell who was Mayor of the City of Clifton Forge at the time of the reversion agreement. The biggest challenge the City faced was the perception of residents that the City would lose something or become less than what they were before, they viewed it as a negative move. The discussions were handled by two people from the City, two people from the County discussing two concerns at each meeting. Those topics were then taken back to the remaining Board and Council members for discussion. Campbell and Bennett discussed the expense related to the reversion, the numerous meetings and suggested discussing only two issues at a time until an agreement is reached, as well as how the schools were handled under the reversion. Lawyers were engaged right up front, one firm was shared by both City and County. Both men agree that it was a positive and successful move for both Clifton Forge and Alleghany County. Residents' taxes actually decreased although they received tax statements from both town and county. It took a few years to learn how to be a town and part of the County and not consider them as a separate entity. The Justice Department decides the voting districts, not the County. It's a complicated process and Martinsville Council should prepare to make mistakes if the option to reversion is considered. Some positions were eliminated but no one lost their employment including the Constitutional

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office staff. They recommend not waiting until it is too late and begin the process from a point of weakness. This should be considered an opportunity to better the community as a whole.

Consider approval of Consent Agenda - Council Member Lawson made a motion to approve the consent agenda as presented; Council Member Bowles seconded the motion with all Council Members voting in favor.

BUDGET ADDITIONS - SCHOOL TRANSFER & APPROPRIATION				
ORG	OBJECT	DESCRIPTION	DEBIT	CREDIT
FY18				
INTERFUND TRANSFER:				
01931255	509290	Transfer to School Capital	170,163	
16103937	451590	Transfer from General Fund		170,163
		Transfer of remaining unspent school funds for dedicated capital projects.		
Total Interfund Transfers:			170,163	170,163
GENERAL FUND:				
01103938	462101	Contribution from Fund Balance		170,163
01931255	509290	Transfer to School Capital	170,163	
		Account for transfer to School Capital		
Total General Fund:			170,163	170,163
CAPITAL RESERVE FUND:				
16103937	451590	Transfer from General Fund		170,163
16579369	508209	School Capital Projects	170,163	
		Account for transfer from General Fund for School Capital		
Total Capital Reserve Fund:			170,163	170,163

Business from the Floor – JC Richardson Jr, Pastor of Mt Sinai Church appreciates Council inviting speakers to provide information on reversion. His concern was lack of resident information. Council Member Bowles asked if representatives from locations that have said NO to reversion could be invited to Council to share that side of the reversion topic as well. Mayor Teague said the topic has been approached with the County but has not been successful to date.

Bill Moore, 1424 Spruce Street Ext thanked City Council for considering the easement for the trailhead and feels that it will be beneficial to the residents. Moore said that the reversion study online seems unfair that the County would be responsible for the expense.

Comments by Members of City Council – Council Member Lawson asked the City Manager to respond to the electric outage communication. City Manager Towarnicki explained the process of incoming calls and reporting outages. The phone system is limited to the number of calls that it can receive and could give the caller a busy signal or dead air. Towarnicki said callers should be able to talk to a person, to hear a message that the City is aware of the outage and explained that staff is working to get that resolved, hopefully providing the ability to leave a voice mail or get a busy signal. The City is looking at options to address the process when residents have outages in addition to using the County Code Red

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system. The Code Red System would need to be subscribed to and the recipient must receive notices on a cell. Council Member Bowles thanked West Piedmont Planning Committee District for the assistance they provide to the City. The New Heights Foundation is offering an academic summer program in June; Bowles explained where to find applications and how to apply. Bowles wished a happy birthday to her nephew, grandmother and cousin. Mayor Teague announced the last Citizen's Academy would be later this week. The next Council meeting will include budget presentation and work sessions will be scheduled at that time. Teague explained that Council Member Hodge was not present due to a work commitment. Vice Mayor Martin shared the 50th anniversary of Martin Luther King's assassination and events that are planned to recognize that.

Comments by City Manager – City Manager Towarnicki explained that a couple of items from the agenda were either moved to a future meeting or removed if not necessary. Each quarter Towarnicki has a City Manager breakfast with employees; he explained that employees have concerns about what a reversion would mean for the City staff.

There being no further business, Council Member Lawson made a motion to adjourn the meeting; the motion was seconded by Council Member Bowles with all Council Members voting in favor. The meeting adjourned at 9:28pm.

Karen Roberts
Clerk of Council

Gene Teague
Mayor