

AGENDA--CITY COUNCIL
CITY OF MARTINSVILLE, VIRGINIA

Council Chambers – Municipal Building

5:00pm CLOSED Session

7:00pm Regular Session

Tuesday September 26, 2023

5:00 pm – 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. Discussion, consideration, or interviews of prospective candidates for employment; assignment, or appointment, as authorized by Subsection 1
 - B. 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.

7:00 pm - Regular Session

Pledge to the American Flag and Invocation by Council Member Pearson

1. Consider approval of minutes from the September 11, 2023 Strategic Planning Session, September 12, 2023 Council Meeting, and the September 18, 2023 Strategic Planning Session. (5 mins)
2. Recognize City Employees who are eligible for Service Awards for the period July 1 – September 31, 2023 (5 mins)
3. Read and present a proclamation recognizing the weekend of April 19-22, 2024 as Earth Day Weekend. (5 mins)
4. Consider setting a public hearing regarding the City's possible participation in the Commercial Property Assessed Clean Energy (C-PACE) program. (5 mins)
5. Consider approval of the Industrial Revitalization Funds Resolution for One Ellsworth for mixed-use housing and commercial spaces. (10 mins)
6. Propose City ordinance for camera speed monitoring and enforcement in school zones. (10 mins)
7. Hear an update on services and programs from the Blue Ridge Regional Library. (10 mins)
8. Hear information related to the Alliance for National and Community Resilience (ANCR). (10 mins)

9. Approval of a resolution to appoint and provide correct terms of office for Directors of the Industrial Development Authority. (5 mins)

10. Discuss and consider approval of the Housing Development Consultant Agreement. (10 mins)

11. Business from the Floor -

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

Citizens who wish to participate in a meeting's public comment period may do so by emailing their comments to Karen Roberts, Clerk of Council, at kroberts@ci.martinsville.va.us, calling in their comments to 276-403-5182, faxing comments to 276-403-5280, or mailing comments to City of Martinsville, attn.: Karen Roberts, P.O. Drawer 1112, Martinsville, VA 24114. *Comments must be received by 12:00noon Monday September 25, 2023.* Citizens may also request to speak at the Council meeting in the same manner.

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

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

12. Comments by members of City Council. (5 mins)

13. Comments by City Manager. (5 mins)

Meeting Date: September 26, 2023

Item No: 1.

Department: Clerk of Council

Issue: Consider approval of minutes

Summary: None

Attachments: September 11, 2023 Strategic Planning Session
September 12, 2023 Council Meeting
September 18, 2023 Strategic Planning Session

Recommendations: Motion to approve minutes as presented.

Meeting Date: September 26, 2023

Item No: 2.

Department: Human Resources

Issue: Recognize City Employees who are eligible for Service Awards for the period July 1 – September 31, 2023.

Summary: The Service Award Program is designed to build individual morale and show appreciation to the long-service employee for their faithful service to the City of Martinsville.

**SERVICE AWARD RECIPIENTS
THIRD QUARTER - FISCAL YEAR 23-24
FOR THE PERIOD OF JULY 1 – SEPTEMBER 31, 2023**

First Name	Last Name	Location	YOS
FRANCES	BROOKS	PURCHASING	5
TUCKER	BROWN	POLICE DEPT	5
BRANDON	NUNLEY	FIRE DEPARTMENT	5
BRYSON	NESTER	SHERIFF - JAIL	5
BRANDON	KNIGHT	WATER IMPOUNDING & FILTRATION	5
BRANDON	MARLER	SEWER MAINTENANCE	5
MATTHEW	EGGLESTON	INFORMATION SERVICES	5
LANDIS	GRIFFITH	WATER CONSTRUCTION	5
BRYAR	TURNER	ELECTRIC	5
ZACHARY	MORRIS	PURCHASING	10
THOMAS	POWERS	FIRE DEPARTMENT	15
ERIC	EGGLESTON	POLICE DEPT	15
REVA	KEEN	SHERIFF DEPT.	15
TAMMY	DAVIS	INSPECTIONS	20
JAMES	MINTER	POLICE DEPT	40

Attachment: None

Recommendation: The Mayor will read the list.



City Council Agenda Summary

Date: September 26, 2023

Item No: 3.

Department: City Council

Issue: Read and present a proclamation recognizing the weekend of April 19-22, 2024 as Earth Day Weekend

Summary: The attached proclamation recognizing Earth Day Weekend is a requirement needed for Bee City to receive a grant.

Attachments: Proclamation

Recommendations: The Mayor will read and present the proclamation.



Proclamation

RECOGNIZING EARTH DAY WEEKEND APRIL 19-22, 2024

WHEREAS, Earth Day is an annual global event held on April 22 to honor environmental achievements and raise awareness of the need to protect the Earth's natural resources for future generations; and

WHEREAS, a key outcome of goal 2.2 of the City of Martinsville's strategic plan is an environmentally responsible community; and

WHEREAS, the City of Martinsville, as an affiliate of Bee City USA®, recognizes that pollinators provide significant environmental benefits that are necessary for maintaining healthy, diverse ecosystems in towns and cities by proclaiming the month of April as Bee City Month; and

WHEREAS, the Virginia Museum of Natural History, a state agency located in the City of Martinsville, draws in thousands of visitors through its annual educational Reptile Fest in April;

WHEREAS, other Uptown Martinsville organizations, including but not limited to, Piedmont Arts, Uptown Partnership, Martinsville-Henry County Chamber of Commerce, Martinsville YMCA, Alliance Bee, New College Institute, and First Baptist Church of Martinsville, are working collaboratively with Bee City Martinsville and the Virginia Museum of Natural History to host a weekend of festivities along Starling Avenue, Mulberry Road between Starling Avenue and Oakdale Street, and throughout the uptown district in celebration of Earth Day and;

NOW, THEREFORE, I, LC Jones, Mayor, and members of Martinsville City Council hereby proclaim April 19-22, 2024, as Earth Day Weekend and ensure the City of Martinsville will continue to promote the importance of environmental responsibility and encourage residents and visitors to embrace the City's beautiful outdoor recreational opportunities.

LC Jones, Mayor

Date: September 26, 2023

Item No: 4.

Department: City Manager

Issue: Consider setting a public hearing regarding the City's possible participation in the Commercial Property Assessed Clean Energy (C-PACE) program.

Summary: Commercial Property Assessed Clean Energy (C-PACE) is a market-based financing tool building owners and developers can use to fund energy efficiency, renewable energy, water saving property enhancements, or other improvements as authorized by law without upfront costs. Private capital providers fund building improvements or new construction after a rigorous assessment of the project. It transforms and reduces expenses related to energy through a capital investment.

In 2020 the General Assembly passed legislation allowing Virginia to offer a statewide C-PACE program. The program launched in September 2022 and is now active and open to localities wishing to participate. The Virginia PACE Authority (VPA) is administering the program for the state energy office (Virginia Energy). The enacted legislation enabled localities to implement local C-PACE programs but required each jurisdiction to enact its own ordinance. Though the legislation requires action by localities, localities are neither the lender nor guaranteeing the collection of funds. The City is facilitating a property rights transaction that carries with the land. Although State law mandates that the City levy the lien, private capital providers carry the risk if the property owner defaults on a loan. C-PACE repayments are collected through local property taxes.

C-PACE benefits a wide variety of stakeholders: property owners who need to update older buildings, to build in resiliency, reduce energy costs and increase net operating income; contractors who are seeking job opportunities; lenders providing financing; builders who will be able to finance more energy efficiency and renewable energy in new commercial buildings; and citizens who seek reduced greenhouse gas emissions and a healthier environment.

Funding is provided by capital lenders. Lenders work with building owners and contractors to assess qualifications for financing. With 100 percent financing, building owners can take on large projects that can produce immediate savings and preserve cash flow. Capital providers can then bring their lending power to a sector of the market where others have not been able to capitalize on an opportunity. Eligible improvements can include Heating, Ventilation and Air Conditioning (HVAC), boilers, solar photovoltaic (PV) systems, high efficiency lighting, insulation, windows, water conservation and energy audits.

In order to participate in the program, both a public hearing and ordinance are required.

Attachments: Copy of § 15.2-958.3 Commercial Property Assessed Clean Energy (C-PACE) financing programs.

Recommendations: Set a public hearing for Council's next meeting on October 24, 2023. At that meeting an ordinance for approval on first reading will also be presented.

Code of Virginia
Title 15.2. Counties, Cities and Towns
Subtitle II. Powers of Local Government
Chapter 9. General Powers of Local Governments
Article 5. Additional Powers

§ 15.2-958.3. Commercial Property Assessed Clean Energy (C-PACE) financing programs

A. As used in this section:

"Eligible improvements" means any of the following improvements made to eligible properties:

1. Energy efficiency improvements;
2. Water efficiency and safe drinking water improvements;
3. Renewable energy improvements;
4. Resiliency improvements;
5. Stormwater management improvements;
6. Environmental remediation improvements; and
7. Electric vehicle infrastructure improvements.

A program administrator may include in its C-PACE loan program guide or other administrative documentation definitions, interpretations, and examples of these categories of eligible improvements.

"Eligible properties" means all assessable commercial real estate located within the Commonwealth, with all buildings located or to be located thereon, whether vacant or occupied, whether improved or unimproved, and regardless of whether such real estate is currently subject to taxation by the locality, other than a residential dwelling with fewer than five dwelling units or a condominium as defined in § 55.1-2000 used for residential purposes. Common areas of real estate owned by a cooperative or a property owners' association described in Subtitle IV (§ 55.1-1800 et seq.) of Title 55.1 that have a separate real property tax identification number are eligible properties. Eligible properties shall be eligible to participate in the C-PACE loan program.

"Program administrator" means a third party that is contracted for professional services to administer a C-PACE loan program.

"Resiliency improvement" means an improvement that increases the capacity of a structure or infrastructure to withstand or recover from natural disasters, the effects of climate change, and attacks and accidents, including, but not limited to:

1. Flood mitigation or the mitigation of the impacts of flooding;
2. Inundation adaptation;
3. Natural or nature-based features and living shorelines, as defined in § 28.2-104.1;
4. Enhancement of fire or wind resistance;

5. Microgrids;

6. Energy storage; and

7. Enhancement of the resilience capacity of a natural system, structure, or infrastructure.

B. Any locality may, by ordinance, authorize contracts to provide C-PACE loans (loans) for the initial acquisition, installation, and refinancing of eligible improvements located on eligible properties by free and willing property owners of such eligible properties. The ordinance may refer to the mode of financing as Commercial Property Assessed Clean Energy (C-PACE) financing and shall include but not be limited to the following:

1. The kinds of eligible improvements that qualify for loans;

2. The proposed arrangement for such C-PACE loan program (loan program), including (i) a statement concerning the source of funding for the C-PACE loan; (ii) the time period during which contracting property owners would repay the C-PACE loan; and (iii) the method of apportioning all or any portion of the costs incidental to financing, administration, and collection of the C-PACE loan among the parties to the C-PACE transaction;

3. (i) A minimum dollar amount that may be financed with respect to an eligible property; (ii) if a locality or other public body is originating the loans, a maximum aggregate dollar amount that may be financed with respect to loans originated by the locality or other public body, and (iii) provisions that the loan program may approve a loan application submitted within two years of the locality's issuance of a certificate of occupancy or other evidence that eligible improvements comply substantially with the plans and specifications previously approved by the locality and that such loan may refinance or reimburse the property owner for the total costs of such eligible improvements;

4. In the case of a loan program described in clause (ii) of subdivision 3, a method for setting requests from owners of eligible properties for financing in priority order in the event that requests appear likely to exceed the authorization amount of the loan program. Priority shall be given to those requests from owners of eligible properties who meet established income or assessed property value eligibility requirements;

5. Identification of a local official authorized to enter into contracts on behalf of the locality. A locality may contract with a program administrator to administer such loan program;

6. Identification of any fee that the locality intends to impose on the property owner requesting to participate in the loan program to offset the cost of administering the loan program. The fee may be assessed as a program fee paid by the property owner requesting to participate in the program; and

7. A draft contract specifying the terms and conditions proposed by the locality.

C. The locality may combine the loan payments required by the contracts with billings for water or sewer charges, real property tax assessments, or other billings; in such cases, the locality may establish the order in which loan payments will be applied to the different charges. The locality may not combine its billings for loan payments required by a contract authorized pursuant to this section with billings of another locality or political subdivision, including an authority operating pursuant to Chapter 51 (§ 15.2-5100 et seq.), unless such locality or political subdivision has

given its consent by duly adopted resolution or ordinance. The locality may, either by ordinance or its program guide, delegate the billing; collection, including enforcement; and remittance of C-PACE loan payments to a third party.

D. The locality shall offer private lending institutions the opportunity to participate in local C-PACE loan programs established pursuant to this section.

E. In order to secure the loan authorized pursuant to this section, the locality shall place a voluntary special assessment lien equal in value to the loan against any property where such eligible improvements are being installed. The locality may bundle or package said loans for transfer to private lenders in such a manner that would allow the voluntary special assessment liens to remain in full force to secure the loans. The placement of a voluntary special assessment lien shall not require a new assessment on the value of the real property that is being improved under the loan program.

F. A voluntary special assessment lien imposed on real property under this section:

1. Shall have the same priority status as a property tax lien against real property, except that such voluntary special assessment lien shall have priority over any previously recorded mortgage or deed of trust lien only if (i) a written subordination agreement, in a form and substance acceptable to each prior lienholder in its sole and exclusive discretion, is executed by the holder of each mortgage or deed of trust lien on the property and recorded with the special assessment lien in the land records where the property is located, and (ii) evidence that the property owner is current on payments on loans secured by a mortgage or deed of trust lien on the property and on property tax payments, that the property owner is not insolvent or in bankruptcy proceedings, and that the title of the benefited property is not in dispute is submitted to the locality prior to recording of the special assessment lien;

2. Shall run with the land, and that portion of the assessment under the assessment contract that has not yet become due is not eliminated by foreclosure of a property tax lien;

3. May be enforced by the local government in the same manner that a property tax lien against real property is enforced by the local government. A local government shall be entitled to recover costs and expenses, including attorney fees, in a suit to collect a delinquent installment of an assessment in the same manner as in a suit to collect a delinquent property tax; and

4. May incur interest and penalties for delinquent installments of the assessment in the same manner as delinquent property taxes.

G. Prior to the enactment of an ordinance pursuant to this section, a public hearing shall be held at which interested persons may object to or inquire about the proposed loan program or any of its particulars. The public hearing shall be published once a week for two successive weeks, with the first notice appearing no more than 14 days before the hearing, in a newspaper of general circulation in the locality.

H. The Department of Energy shall serve as a statewide sponsor for a loan program that meets the requirements of this section. The Department of Energy shall engage a private program administrator through a competitive selection process to develop the statewide loan program. A locality, in its adoption or amendment of its C-PACE ordinance described in subsection B, may opt into the statewide C-PACE loan program sponsored by the Department of Energy, and such action shall not require the locality to undertake any competitive procurement process.

2009, c. [773](#);2010, c. [141](#);2015, cc. [389](#), [427](#);2019, cc. [564](#), [753](#);2020, c. [664](#);2021, c. [6](#);2021, Sp. Sess. I, c. [532](#);2022, c. [402](#);2023, cc. [506](#), [507](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.



City Council Agenda Summary

Date: September 26, 2023

Item No: 5.

Department: City Council

Issue: Consider approval of the Industrial Revitalization Funds Resolution for One Ellsworth for mixed-use housing and commercial spaces.

Summary: The resolution is required for Martinsville to apply for up to \$3,500,000 of Industrial Revitalization Funds. The remaining \$3,500,000 and additional funding will be provided by the development team and will also be expended on this project. It is projected that the adaptive reuse project will provide permanent jobs for 40 employees and will support 36 construction jobs during an 18-month period.

Attachments: Resolution

Recommendations: Staff recommends approval of the resolution (motion, second, and voice vote).

Council Members
LC Jones, Mayor
Aaron Rawls, Vice-Mayor
Kathy Lawson
Tammy Pearson
Lawrence E. Mitchell, Jr.



Interim City Manager
Glen Adams

Clerk of Council
Karen Roberts

RESOLUTION

IRF FY24 ROUND 2

Be it resolved that the City of Martinsville wishes to apply for up to \$3,500,000 of Industrial Revitalization Funds for One Ellsworth: Mixed-Use Adaptive Reuse in Uptown for generating a mixed-use complex with housing and commercial spaces.

Whereas the remaining \$3,500,000 and additional funding as needed will be provided by the development team and will also be expended on this project, it is projected that the adaptive reuse project will provide permanent jobs for 40 employees (determined through calculations of employment in commercial spaces) and will also support 36 construction jobs during an 18-month period. The infusion of more residents to Uptown will provide ancillary benefits due to increased economic activity.

Be it further resolved that Glen Adams, Interim City Manager, is hereby authorized to sign and submit appropriate documents for the submittal of this Industrial Revitalization Fund proposal.

Adopted: September 26, 2023

LC Jones, Mayor
Mayor

Attest: Karen Roberts
Clerk of Council



City Council Agenda Summary

Meeting Date: September 26, 2023

Item No: 6.

Department: Police Department

Issue: Propose City ordinance for camera speed monitoring and enforcement in school zones

Summary: An ordinance is proposed in accordance with Code of Virginia, § 46.2-873 for the Martinsville Police Department to use photo speed monitoring devices in properly marked school crossing zones. Furthermore, the ordinance establishes that violations of speeds at least 11 miles per hour above the posted school zone crossing sign shall be a monetary civil penalty of \$100.00. The ordinance provides details as to the summons by mail proceedings, data protection requirements and retention schedule.

Attachments: Proposed Ordinance, Power Point presentation

Recommendations:

**MARTINSVILLE VIRGINIA
PROPOSED CITY ORDINANCE**

**CAMERA SPEED MONITORING AND ENFORCEMENT IN SCHOOL ZONES
ORDINANCE**

This Ordinance is adopted pursuant to the authority of Virginia Code Annotated § 46.2-882.1, as amended.

(a) For purposes of this section, "*Photo speed monitoring device*" means equipment that uses radar or LIDAR-based speed detection and produces one or more photographs, microphotographs, videotapes, or other recorded images of vehicles. "*School crossing zone*" has the same meaning ascribed to it in Code of Virginia, § 46.2-873.

(b) The Martinsville Virginia Police Department may install and operate photo speed monitoring devices, within the boundaries of City of Martinsville VA, in school crossing zones for the purposes of recording violations of Code of Virginia, § 46.2-873.

(c) The operator of a vehicle shall be liable for a monetary civil penalty imposed pursuant to this section if such vehicle is found, as evidenced by information obtained from a photo speed monitoring device, to be traveling at speeds of at least 11 miles per hour above the posted school crossing zone within such school crossing zone or highway work zone, while such zone is active. Such civil penalties shall be \$100.00. Any prosecution under this section shall be instituted and conducted in the same manner as prosecution for traffic infractions. Civil penalties collected under this section resulting from a summons issued by the Martinsville Virginia Police Department shall be paid to City of Martinsville.

(d) If a photo speed monitoring device is used, proof of a violation of Code of Virginia, §§ 46.2-873 or 46.2-878.1 shall be evidenced by information obtained from such device. A certificate, or a facsimile thereof, sworn to or affirmed by a law enforcement officer employed by the City authorized to impose penalties pursuant to this section, based upon inspection of photographs, microphotographs, videotapes, or other recorded images produced by a photo speed monitoring device, shall be prima facie evidence of the facts contained therein. Any photographs, microphotographs, videotapes, or other recorded images evidencing such a violation shall be available for inspection in any proceeding to adjudicate the liability for such violation of Code of Virginia, §§ 46.2-873.

(e) In the prosecution for a violation of Code of Virginia, §§ 46.2-873 in which a summons was issued by mail, prima facie evidence that the vehicle described in the summons issued pursuant to this section was operated in violation of Code of Virginia, §§ 46.2-873, together with proof that the defendant was at the time of such violation the owner, lessee, or renter of the vehicle, shall constitute in evidence a rebuttable presumption that such owner, lessee, or renter of the vehicle was the person

who committed the violation. Such presumption shall be rebutted if the owner, lessee, or renter of the vehicle (i) files an affidavit by regular mail with the clerk of the general district court for the City that he was not the operator of the vehicle at the time of the alleged violation and provides the name and address of the person who was operating the vehicle at the time of the alleged violation or (ii) testifies in open court, under oath that he was not the operator of the vehicle at the time of the alleged violation and provides the name and address of the person who was operating the vehicle at the time of the alleged violation. Such presumption shall also be rebutted if a certified copy of a police report, showing that the vehicle had been reported to the police as stolen prior to the time of the alleged violation of Code of Virginia, §§ 46.2-873, is presented, prior to the return date established on the summons issued pursuant to this section, to the general district court for the City adjudicating the alleged violation.

(f) Imposition of a civil penalty pursuant to this section by mailing a summons shall not be deemed a conviction as an operator and shall not be made a part of the operating record of the person upon whom such liability is imposed, nor shall it be used for insurance purposes in the provision of motor vehicle insurance coverage. However, if a law enforcement officer employed by the City uses a photo speed monitoring device to record a violation of Code of Virginia, §§ 46.2-873 and personally issues a summons at the time of the violation, the conviction that results shall be made a part of such driver's driving record and used for insurance purposes in the provision of motor vehicle insurance coverage.

(g) A summons for a violation of Code of Virginia, §§ 46.2-873 issued by mail pursuant to this section may be executed pursuant to Code of Virginia, § 19.2-76.2. Notwithstanding the provisions of Code of Virginia, § 19.2-76, a summons issued by mail pursuant to this section may be executed by mailing by first class mail a copy thereof to the address of the owner, lessee, or renter of the vehicle. In the case of a vehicle owner, the copy shall be mailed to the address contained in the records of or accessible to the department of motor vehicles. In the case of a vehicle lessee or renter, the copy shall be mailed to the address contained in the records of the lessee or renter. Every such mailing shall include, in addition to the summons, a notice of (i) the summoned person's ability to rebut the presumption that he was the operator of the vehicle at the time of the alleged violation through the filing of an affidavit as provided above and (ii) instructions for filing such affidavit, including the address to which the affidavit is to be sent. If the summoned person fails to appear on the date of return set out in the summons mailed pursuant to this section, the summons shall be executed in the manner set out in Code of Virginia, § 19.2-76.3. No proceedings for contempt or arrest of a person summoned by mailing shall be instituted for failure to appear on the return date of the summons. If the summons is issued to an owner, lessee, or renter of a vehicle with a registration outside the commonwealth and such person fails to appear on the date of return set out in the summons mailed pursuant to this section, the summons will be eligible for all legal collections activities. Any summons executed pursuant to and for a violation of Code of

Virginia, §§ 46.2-873 issued pursuant to this section shall provide to the person summoned at least 30 days following the mailing of the summons to inspect information collected by a photo speed monitoring device in connection with the violation. If the Martinsville Virginia Police Department does not execute a summons for a violation of Code of Virginia, §§ 46.2-873 issued pursuant to this section within 30 days following the date of the violation, all information collected pertaining to the suspected violation shall be purged within 60 days following the date of the violation.

(h) A private vendor may enter into an agreement with the Martinsville Virginia Police Department to be compensated for providing a photo speed monitoring device and all related support services, including consulting, operations and administration. However, only a law enforcement officer may swear to or affirm the certificate required by this section. Any such agreement for compensation shall be based on the value of the goods and services provided, not on the number of violations paid or monetary penalties imposed. Any private entity contracting with a law enforcement agency pursuant to this section may enter into an agreement with the department of motor vehicles, in accordance with the provisions of subdivision B 31 of Code of Virginia, § 46.2-208, to obtain vehicle owner information regarding the registered owners of vehicles that committed a violation of Code of Virginia, §§ 46.2-873. Any such information provided to such private vendor shall be protected in a database.

(i) Information collected by a photo speed monitoring device operated pursuant to this section shall be limited exclusively to that information that is necessary for the enforcement of school crossing zone speeding violations. Information provided to the operator of photo speed monitoring device shall be protected in a database and used only for enforcement against individuals who violate this section or Code of Virginia, §46.2-873. Notwithstanding any other provision of law, all photographs, microphotographs, videotapes, or other personal information collected by a photo speed monitoring device shall be used exclusively for enforcing school crossing zone and highway work zone speed limits and shall not be (i) open to the public; (ii) sold or used for sales, solicitation, or marketing purposes; (iii) disclosed to any other entity except as may be necessary for the enforcement of school crossing zone and highway work zone speed limits or to a vehicle owner or operator as part of a challenge to the violation; or (iv) be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation of this section or Code of Virginia, §§ 46.2-873, or such information is requested upon order from a court of competent jurisdiction. Information collected under this section pertaining to a specific violation shall be purged and not retained later than 60 days after the collection of any civil penalties. The Martinsville Virginia Police Department shall annually certify compliance with this section and make all records pertaining to such system available for inspection and audit by the commissioner of highways or the commissioner of the department of motor vehicles or his designee. Any person who discloses personal information in violation of the provisions of this subsection shall be subject to a civil penalty of \$1,000.00 per disclosure. Any unauthorized use or disclosure of such personal information shall be grounds for termination of the agreement between the department of motor vehicles and the private entity.

Conspicuous signs shall be placed within 1,000 feet of any school crossing zone or highway work zone at which a photo speed monitoring device is used, indicating the use of the device. There shall be a rebuttable presumption that such sign was in place at the time of the commission of the speed limit violation.



City Council Agenda Summary

Date: September 26, 2023

Item No: 7.

Department: City Council

Issue: Hear an update on services and programs from the Blue Ridge Regional Library

Summary: Richard Caldwell will attend to update Council on services and programs offered by the BRRL.

Attachments: none

Recommendations: Information purposes



City Council Agenda Summary

Meeting Date: September 26, 2023
Item No: 8.
Department: City Manager
Issue: Alliance for national and Community Resilience (ANCR)

Summary: Presentation for Council, ISO BCEGS, ANCR, and why it matters

The City's most recent Insurance Services Organization (ISO) Building Code Effectiveness Grading Schedule (BCEGS) of a 2 in Residential and 2 in Commercial puts us in a unique position nationally by being amount the top 5% of building departments nationally. These equate to significant benefits for our citizens as this rating is one of many factors that calculate their home insurance rates. At a time when these rates are rising with everything else, I'm proud to be able to provide at least a little relief. Coupling this rating with meeting the first 2 the Alliance for National and Community Resilience (ANCR) puts Martinsville in a very favorable position when applying for grants through DHCD and VDEM. FEMA, DOE, and HUD are providing millions of dollars towards Energy, Sustainability, Resilience, and affordable housing.

We have achieved Building and Housing benchmarks. George Mason University is working with us for Natural Gas, Transportation, Water, Wastewater, Energy, and Solid Waste. All of these allow us to compete for federal and state grants which will help us implement resiliency plans. Plans that could help us afford the lifecycle replacement of water and sewer plants, electricity issues, etc.

FEMA also has large Grants to assist communities achieve resiliency. Often untapped due to awareness. But represented in Kris' attachment "Why I do what I do".

Attachments: Introduction to ANCR, BCEGS ratings, and Why I do what I do

Recommendations: The Council commits to striving for an exceptional designation in all benchmarks, Building, Housing, Water, Water, Wastewater, Energy, and Solid Waste. We currently have Essential in Building and Enhanced in Housing.



City Council Agenda Summary

Meeting Date: September 26, 2023

Item No: 9.

Department: City Council

Issue: Approval of a resolution to appoint and provide correct terms of office for Directors of the Industrial Development Authority.

Summary: None

Attachments: Resolution

Recommendations: Motion to approve the resolution listing the appointed directors for the initial terms set forth. (motion, second, and roll call vote)

**A RESOLUTION OF THE MARTINSVILLE CITY COUNCIL TO APPOINT AND
PROVIDE CORRECT TERMS OF OFFICE FOR DIRECTORS OF THE INDUSTRIAL
DEVELOPMENT AUTHORITY OF THE CITY OF MARTINSVILLE, VIRGINIA**

WHEREAS, the City Council (**the "Council"**) of the City of Martinsville, Virginia (**the "City"**) by ordinance adopted on April 11, 1972 created and named the Industrial Development Authority of the City of Martinsville, Virginia (**the "Authority"**) under the Virginia Industrial Development and Revenue Bond Act (**the "Act"**); and

WHEREAS, in accordance with the requirements of Section 15.2-4904 of the Act, the Authority is to be governed by a board consisting of seven directors and the terms of office of the directors of the Authority are to be established as two directors having initial terms of one year, two directors having initial terms of two years, two directors having initial terms of three years and one director having an initial term of four years, and thereafter each director is to have term of four years; and

WHEREAS, in accordance with Section 15.2-4920 of the Act the Council may appoint directors of the Authority and correct the terms of directors of the Authority to comply with the requirements of the Act for staggered terms of office.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Martinsville City that:

1. The following persons are hereby appointed directors of the Authority for the initial terms set forth below, and thereafter such terms shall be for a period of four years, to begin on the effective date of this Resolution, and until their successors shall have been appointed and qualified:

<u>Name of Director</u>	<u>Term</u>
_____	09/26/2023 to 09/25/2024
_____	09/26/2023 to 09/25/2024
_____	09/26/2023 to 09/25/2025
_____	09/26/2023 to 09/25/2025
_____	09/26/2023 to 09/25/2026
_____	09/26/2023 to 09/25/2026
_____	09/26/2023 to 09/25/2027

2. In accordance with Section 15.2-4904 of the Act, (a) the directors of the Authority appointed by this Resolution shall each before entering upon his or her duties take and subscribe to the oath of office prescribed by Virginia Code Section 49-1, (b) the persons so appointed as directors are each a resident of the City of Martinsville or a adjoining locality and (c) none of the persons so appointed as directors of the Authority are officers or employees of the City.

3. To the extent that this resolution is inconsistent with any resolution previously adopted by the Council, this resolution shall supersede and be controlling over such previously adopted resolution.
4. This resolution shall take effect on the date of its final adoption, which is _____, 2023.

The foregoing Resolution was duly adopted at a regular meeting of Council on _____, 2023, the roll call vote being as follows:

<u>Ayes</u>	<u>Nays</u>
<u>Absent</u>	<u>Abstentions</u>

CERTIFICATE

The undersigned Clerk of the City of Martinsville, Virginia hereby certifies that the foregoing constitutes a true and correct extract from the minutes of an open meeting of the Council held on _____, 2023, and of the whole thereof so far as applicable to the matters referred to in such extract. The undersigned further certifies that such meeting was a regularly called meeting and that, during the consideration of the foregoing resolution, a quorum was present.

Dated this ____ day of _____, 2023.

 City Clerk,
 City of Martinsville, Virginia



City Council Agenda Summary

Date: September 26, 2023

Item No: 10.

Department: City Council

Issue: Discuss and consider approval of the Housing Development Consultant Agreement

Summary:

Attachments: Agreemen

Recommendations: Approval of the Housing Development Consultant Agreement

HOUSING DEVELOPMENT CONSULTANT AGREEMENT

This Housing Development Consultant Agreement ("Agreement") is made and effective October 1, 2023

BETWEEN: **Danville Redevelopment and Housing Authority ("DRHA")**, a political subdivision of the Commonwealth of Virginia with its principal address located at: 135 Jones Crossing, Danville, VA 24541

AND: **Martinsville Redevelopment and Housing Authority ("MRHA")**, a political subdivision of the Commonwealth of Virginia, with its head office located at: City Municipal Building, 55 Church Street, Martinsville, VA

WHEREAS, MRHA intends to apply for acceptance in the Acquire, Renovate, Sell program ("**ARS Program**") that is administered by the Virginia Department of Housing and Community Development ("**DHCD**") and funded by the Virginia Housing Development Authority; and

WHEREAS, the goal of the ARS Program is to transform previously undervalued homes into community assets and create new homeownership opportunities for low- and moderate-income first time homebuyers; and

WHEREAS, DRHA has experience and expertise in the management of the ARS Program through its previous and current participation in the ARS Program, MRHA desires to utilize the services of DRHA in applying for and, if the application is successful, in carrying out MRHA's ARS Program, and DRHA agrees to provide such assistance to MRHA; and

WHEREAS, DRHA has experience and expertise in management of redevelopment and housing programs in general, and is able to assist MRHA with the same in regard to such initiatives and projects in the City of Martinsville, Virginia (**the "City"**).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. CONSULTATION AND ADMINISTRATION SERVICES

DRHA shall provide technical assistance and services to MRHA in support of MRHA's application to participate in the ARS Program, and if such application is successful, in support of MRHA's actions to implement and carry out the ARS Program for the benefit of the citizens of the City, and to provide advice, technical assistance and services in support of other current and potential redevelopment and housing initiatives in the City, all in accordance with the terms and conditions of this Agreement.

- A. DRHA will consult with, provide services to and assist the officers and employees of MRHA and the City, including but not limited to the City's Community Development Director (who has been assigned as staff for MRHA) and the City Manager and his or her designees, concerning matters relating to MRSA's application for, and the management and organization of, MRHA's Acquire, Renovate, Sell (ARS) funds. The services to be provided under this Agreement shall include, but are not limited to the following:
 - o DRHA will assist MRHA in completing all documents and submitting all information required for MRHA's application to the ARS Program, in a timely manner to allow MRHA to submit such application in the next ARS Program application period, expected to be in October of 2023.

- DRHA will advise MRHA on appropriate sites for the development of mixed-use affordable workforce housing.
 - DRHA will assist MRHA with the procurement of real estate for the ARS Program
 - DRHA will assist with development plans and designs for MRHA's ARS Program homes.
 - DRHA will procure (or provide all services to allow MRHA to procure) contractors to perform renovations.
 - DRHA will monitor and evaluate renovations on MRHA's ARS Program homes for compliance with all development, design and contract requirements.
 - DRHA will procure appraisals on MRSA's ARS Program homes that are ready to sell.
 - DRHA will work with DHCD and MRSA to ensure MRSA compliance with all ARS Program requirements, including appropriate receipt and expenditure of ARS Program funds.
 - DRHA will utilize the Center for Housing Education in Martinsville and other available resources to find approved first-time owners for MRHA's ARS Program homes.
 - DRHA will assist these first-time owners in applying for loans and down payment assistance.
- B. DRHA will also work with and assist officers, representatives and employees of MRHA and the City in navigating the development of MRHA's projects, compliance with all related program requirements and will assist with finding suitable Developers for MRHA's projects.
- C. DRHA will also work with MRHA and the City on developing a landbank agreement that is beneficial for development or renovation of City neighborhoods.
- D. DRHA will also perform the following:
- assist with determining the appropriate use of land in the City
 - assist with designs of uses for the land in the City
 - assist with the procurement of Developers and Contractors for redevelopment and housing projects in the City
 - assist with grant applications, securing funding resources for redevelopment and housing projects in the City
 - assist with developing plans for the use of land in the City
- E. DRHA will perform services under this Agreement in a proper and prudent manner and in accordance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations. DRHA and MRH shall consult with each other on a regular basis concerning (i) any problems that either may be having regarding performance of this Agreement and (ii) possible solutions for such problems. The waiver by either DRHA or MRHA of any failure on the part of the other party to perform any of its obligations under this Agreement shall not be construed as a waiver of any future or continuing failure or failures.
- F. MRHA may request DRHA to provide a written status report of its activities and services under this Agreement, and DRHA shall such status report within two weeks of such request.

2. TERM OF AGREEMENT

This Agreement will begin October 1, 2023, and will end September 30, 2026. Either party may cancel this Agreement on 30 days' notice to the other party in writing, by certified mail or personal delivery.

3. TIME DEVOTED BY CONSULTANT

It is anticipated that DRHA will spend approximately 15-20 hours weekly fulfilling its obligations under this Agreement. The amount of time may vary daily or week to week.

4. PLACE WHERE SERVICES WILL BE RENDERED

DRHA will perform most services in accordance with this contract at a location of its discretion. In addition, DRHA will perform services on the telephone, via electronic mail communication and at such other places as necessary to perform these services in accordance with this Agreement. DRHA shall provide MRHA with the name, phone number, address and electronic mail address of the primary DRHA contact person or persons who shall be available to receive communications from MRHA representatives and agents.

5. PAYMENT TO CONSULTANT

Compensation to DRHA for work properly performed in accordance with this Agreement will not exceed \$200,000.00 for a three-year period. DRHA will submit monthly itemized statements setting forth the time spent, and services properly rendered under this Agreement, at hourly rates not to exceed \$_____ per hour, and MRHA will pay DRHA for the amounts due within 60 days of receipt. It is expected that DRHA will be paid at least \$5,500 per month for services properly rendered under this Agreement; DRHA may request this amount in its monthly itemized statements even if this amount exceeds the amount due for that month based on time spent and services rendered, and any such excess that is paid by MRHA shall be credited against amounts due under future monthly invoices.

MRHA will incur all costs associated with renovation and purchase of properties.

MRHA will incur all costs associated with appraisals, closing costs,

6. INDEPENDENT CONTRACTOR

Both MRHA and the DRHA agree that DRHA will act as an independent contractor in the performance of its duties under this contract.

7. CONFIDENTIAL INFORMATION

DRHA agrees that any information received by DRHA in the course of its work under this Agreement which concerns the personal, financial or other affairs of MRHA shall be used solely for purposes of DRHA's activities under this Agreement and shall be treated as confidential to the extent permitted by applicable law. The parties acknowledge that DRHA is a "public body" as defined in the Virginia Freedom of Information Act ("VFOIA"), and that public records in DRHA's possession, unless covered by a statutory exemption, are therefore subject to disclosure under VFOIA. Should DRHA receive a VFOIA request which would require disclosure of any information provided to DRHA by MRHA under the terms of this Agreement, DRHA shall notify MRHA of the VFOIA request and confer with MRHA before providing any records in response to the request.

8. EMPLOYMENT OF OTHERS

MRHA may from time to time request that DRHA arrange for the services of others. All costs to DRHA for those services will be paid by MRHA but in no event shall DRHA employ others without the prior

authorization of MRHA. DRHA's obligations and duties under this Agreement may not be assigned without the prior written consent of MRHA.

9. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Martinsville Redevelopment and Housing Authority

Danville Redevelopment and Housing Authority

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title