



City of Danville

427 Patton Street, Suite 208

Danville VA, 24541

Phone: (434) 799-5260

Board of Zoning Appeals

JULY 15, 2021

10:00 A.M.

CONFERENCE ROOM - 4th FLOOR MUNICIPAL BUILDING

AGENDA

A. WELCOME AND CALL TO ORDER

B. ROLL CALL

C. ITEMS FOR PUBLIC HEARING

1. Request for Variance PLVAR 2021-210, filed by Ricky and Shelby Wharton, requests a variance from Article 2, Section P.5. of Chapter 41 of the City of Danville, Virginia, Code of Ordinances, 1986 as amended, at 209 Berman Road, Parcel #59721. The applicant requests a variance to build a detached accessory building in the side yard.
2. Request for Special Exception PLVAR 2021-228, filed by the City of Danville, requests a variance from Article 2, Section R.6 and 8. of Chapter 41 of the City of Danville, Virginia, Code of Ordinances, 1986 as amended, at 140 Withers Road, Parcel #59810. The applicant proposes constructing a communications tower on City-owned property.

D. APPROVAL OF MINUTES FROM MARCH 18, 2021

E. OTHER BUSINESS

F. ADJOURNMENT



City of Danville
427 Patton Street, Suite 208
Danville VA, 24541
Phone: (434) 799-5260

Board of Zoning Appeals

STAFF REPORT

MEETING DATE: July 15, 2021

RE: VARIANCE/APPEAL APPLICATION - 209 BERMAN ROAD

Request for Variance PLVAR 2021-210, filed by Ricky and Shelby Wharton, requests a variance from Article 2, Section P.5. of Chapter 41 of the City of Danville, Virginia, Code of Ordinances, 1986 as amended, at 209 Berman Road (Parcel #59721). The applicant requests a variance to build a detached accessory building in the side yard.

BACKGROUND

The applicant purchased adjacent property around their home and would like to build a detached accessory building. The topography to the home's rear and the unique property shape create circumstances where the most appropriate location for the detached accessory building is in the side yard.

APPLICATION FOR APPEALS

- a. An appeal may be taken to the Board of Zoning Appeals by any person aggrieved or by any officer, department, commission, board or agency of the City affected by any decision of the Director of Planning/Zoning Administrator or from any order, requirement, decision or determination made by any other officer in the administration or enforcement of this ordinance.
- b. All information, including documentation and rational for the grounds for the subject appeal as well as plats, maps, site plans and other graphic exhibits or information as required by the Board in order that it might be fully informed, shall be furnished by the applicant. The application shall include a copy of the decision or determination on which the application is based.
- c. Any written notice of a zoning violation or a written order of the Director of Planning / Zoning Administrator shall include a statement informing the recipient that he may have a right to appeal the notice of a zoning violation or a written order within thirty days in accordance with this section, and that the decision shall be final if not appealed within thirty (30) days. The appeal period shall not commence until the statement is given to the recipient.
- d. An appeal shall be taken within thirty (30) days after the decision appealed by filing with the administrator, and with the Board, a notice of appeal specifying the grounds thereof. The Director of Planning/Zoning Administrator shall forthwith transmit to the recording secretary of the Board all the papers constituting the record upon which the action appealed was taken. An appeal stays all proceedings in the furtherance of the action appealed from unless the administrator certifies to the Board, after the notice of appeal shall have been filed with him, that by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property. In such case proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or a Court of record, on application and on notice to the Director of Planning/Zoning Administrator for good cause shown.

VARIANCE REVIEW CRITERIA

A variance shall be granted if the evidence shows that the strict application of the terms of the ordinance would unreasonably restrict the utilization of the property or that the granting of the variance would alleviate a hardship due to a physical condition relating to the property or improvements thereon at the time of the effective date of the ordinance, and the request meets each of the following five (5) review standards (Article 13, Section F.2.a.-e.):

a. The property interest for which the variance is being requested was acquired in good faith and any hardship was not created by the applicant for the variance.

The property was acquired in good faith not the hardship for a variance was not created by the applicant because the applicant could not reasonably build an accessory building in the rear of the dwelling. This application **does** meet this standard.

b. Granting the variance will not be of substantial detriment to adjacent property and nearby properties in the proximity of that geographical area.

Allowing this variance will not be a substantial detriment to adjacent and nearby properties. This application **does** meet this standard.

c. The property's condition or situation is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the ordinance.

The property is uniquely shaped and has changing grades. This application **does** meet this standard.

d. Granting the variance will not result in a use that is not otherwise permitted on such property or a change in the zoning classification of the property

The proposed accessory building is a permitted use in the zoning district. This application **does** meet this standard.

e. The relief or remedy sought by the variance application is not available through a special exception process that is authorized in the ordinance pursuant to subdivision 6 of § 15.2-2309 or the process for modification of a zoning ordinance pursuant to subdivision A.4 of § 15.2-2286 at the time of the filing of the variance application

The applicant cannot request special use, special exception, or rezoning to complete this development. Therefore, this application **does** meet this standard.

Therefore, this variance request **meets five (5) of the five (5) criteria** needed to grant a variance.

ATTACHMENTS

- ✓ Application
- ✓ Property Ownership & Existing Zoning Map
- ✓ Data Sheet
- ✓ Existing Land Use Map (Aerial 2019)
- ✓ Notice of Violation



City of Danville
Community Development
Planning Division

**BOARD OF ZONING APPEALS
VARIANCE APPLICATION**

We cannot accept Board of Zoning Appeals (BZA) applications unless the following steps are completed by the twentieth (20th) day of the prior month. BZA meeting are on the third Thursday of each month. This timeline assures the City can meet Virginia public notice laws.

1. The applicant attended a pre-application conference with the Zoning Administrator or designated staff;
2. The applicant completed this application;
3. The property owner or a duly authorized (in writing) representative signed this application;
4. The applicant submitted a plot plan drawn to scale showing the actual dimensions and shape of the property; and the exact size and location all existing and proposed buildings, signs, and required parking spaces;
5. The Zoning Administrator certified that the proposed use and construction plans comply with all Zoning Code provisions, except for the provisions necessitating a variance; and
6. The applicant paid the \$206.00 application fee.

PLANNING DIVISION PROVIDED INFORMATION

Application #: PL VAR - 2021 210 BZA Meeting Date: 7/15
Date Received: 06/09/2021 Received By: HMP
Parcel ID: 55721 Zoning District: _____

Additional Information: _____

A variance shall be granted if evidence shows that the strict application of the terms of the ordinance would unreasonably restrict the utilization of the property or that the granting of the variance would alleviate a hardship due to a physical condition relating to the property or improvements thereon at the time of the effective date of the ordinance, and:

- (i.) The property interest for where the variance is requested was acquired in good faith and any hardship was not created by the variance applicant;
- (ii.) Granting the variance will not be of substantial detriment to adjacent property and nearby properties in the surrounding geographic area;
- (iii.) The subject property's condition or situation is not of such general or recurring nature as to make reasonably practicable the formulation of a general regulation to be adopted as an ordinance amendment;
- (iv.) Granting the variance does not result in a use that is not otherwise permitted on such property or change the zoning classification of the property; and
- (v.) The variance application relief or remedy sought is not available through a special exception process that is authorized in City Code Chapter 41, Article 6 or the process for zoning ordinance amendment in City Code Chapter 41, Article 4 at the time of variance application filing.

The BZA may impose conditions regarding the location, character, and other features of proposed buildings and use it deems necessary in the public interest and may require a performance guarantee or bond to insure compliance.

APPLICANT PROVIDED INFORMATION

Property Location (address/ID#): 209 Berman Drive Danville Va 24540

Applicant: Ricky Wharton

Applicant's Address: 209 Berman Drive Danville Va 24540

Applicant's Phone Number: 434-228-3488

Applicant's E-mail: rswhar209@yahoo.com

Variance Request Description: Want to put a detached garage on our property

I (we) appeal to the Board of Zoning Appeals for a variance permitting the action described above in that:

i. Explain how you did not create the hardship you need a variance to overcome:

City rules are prohibiting us from adding a detached garage

ii. Explain how granting the variance will not negatively impact your neighbors and properties close by:

Will be on our property. No negative impact

iii. Explain why the hardship on your property is unique and not something that affects similar properties in the same zoning district.

Many have (detached) garages. X

iv. Explain why granting the variance will not result in a use that is not otherwise allowed on the property or a change in the property's zoning classification.

Will be used for cars. Gets the cars off the street.

v. The relief or remedy sought by the variance application is not available with a Special Use Permit.

Not Available thru a special use permit

Ricky Wharton
Applicant Signature

Shelby P. Wharton
Property Owner Signature
(if not applicant)



City of Danville
427 Patton Street, Suite 208
Danville VA, 24541
Phone: (434) 799-5260

Board of Zoning Appeals

STAFF REPORT

MEETING DATE: July 15, 2021

RE: VARIANCE/APPEAL APPLICATION - 140 WITHERS ROAD

Request for Special Exception PLVAR 2021-228, filed by the City of Danville, requests a variance from Article 2, Section R.5,6 and 8. of Chapter 41 of the City of Danville, Virginia, Code of Ordinances, 1986 as amended, at 140 Withers Road, Parcel #59810. The applicant proposes constructing a communications tower on City-owned property.

BACKGROUND

The relocated City Police Department and other technology upgrades necessitate a new communications tower on the City's west side. The City owns no other properties that are suitable for connecting the west side communications system. This site cannot meet the 500' setback from residential zoning, the allowed zoning districts, or the 170' height restriction because of the tower's location needs and the topography around the new police station. This tower will not have commercial communications equipment.

APPLICATION FOR APPEALS

- a. An appeal may be taken to the Board of Zoning Appeals by any person aggrieved or by any officer, department, commission, board or agency of the City affected by any decision of the Director of Planning/Zoning Administrator or from any order, requirement, decision or determination made by any other officer in the administration or enforcement of this ordinance.
- b. All information, including documentation and rational for the grounds for the subject appeal as well as plats, maps, site plans and other graphic exhibits or information as required by the Board in order that it might be fully informed, shall be furnished by the applicant. The application shall include a copy of the decision or determination on which the application is based.
- c. Any written notice of a zoning violation or a written order of the Director of Planning / Zoning Administrator shall include a statement informing the recipient that he may have a right to appeal the notice of a zoning violation or a written order within thirty days in accordance with this section, and that the decision shall be final if not appealed within thirty (30) days. The appeal period shall not commence until the statement is given to the recipient.
- d. An appeal shall be taken within thirty (30) days after the decision appealed by filing with the administrator, and with the Board, a notice of appeal specifying the grounds thereof. The Director of Planning/Zoning Administrator shall forthwith transmit to the recording secretary of the Board all the papers constituting the record upon which the action appealed was taken. An appeal stays all proceedings in the furtherance of the action appealed from unless the administrator certifies to the Board, after the notice of appeal shall have been filed with him, that by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property. In such case proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or a Court of record, on application and on notice to the Director of Planning/Zoning Administrator for good cause shown.

VARIANCE REVIEW CRITERIA

A variance shall be granted if the evidence shows that the strict application of the terms of the ordinance would unreasonably restrict the utilization of the property or that the granting of the variance would alleviate a hardship due to a physical condition relating to the property or improvements thereon at the time of the effective date of the ordinance, and the request meets each of the following five (5) review standards (Article 13, Section F.2.a.-e.):

a. The property interest for which the variance is being requested was acquired in good faith and any hardship was not created by the applicant for the variance.

The property was acquired in good faith not the hardship for a variance was not created by the applicant because the applicant must provide adequate communication services in the City. This application **does** meet this standard.

b. Granting the variance will not be of substantial detriment to adjacent property and nearby properties in the proximity of that geographical area.

Allowing this variance will improve emergency and City communications for adjacent and nearby properties. This application **does** meet this standard.

c. The property's condition or situation is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the ordinance.

The property already contains an elevated water storage tank. This application **does** meet this standard.

d. Granting the variance will not result in a use that is not otherwise permitted on such property or a change in the zoning classification of the property

The proposed use in an accessory to the existing utility property use and will not change the property's zoning classification. This application **does** meet this standard.

e. The relief or remedy sought by the variance application is not available through a special exception process that is authorized in the ordinance pursuant to subdivision 6 of § 15.2-2309 or the process for modification of a zoning ordinance pursuant to subdivision A.4 of § 15.2-2286 at the time of the filing of the variance application

The applicant cannot request special use, special exception, or rezoning to complete this development. Therefore, this application **does** meet this standard.

Therefore, this variance request **meets five (5) of the five (5) criteria** needed to grant a variance.

ATTACHMENTS

- ✓ Application
- ✓ Property Ownership & Existing Zoning Map
- ✓ Data Sheet
- ✓ Existing Land Use Map (Aerial 2019)
- ✓ Notice of Violation



BOARD OF ZONING APPEALS
VARIANCE APPLICATION

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1. The applicant attended a pre-application conference with the Zoning Administrator or designated staff;
2. The applicant completed this application;
3. The property owner or a duly authorized (in writing) representative signed this application;
4. The applicant submitted a plot plan drawn to scale showing the actual dimensions and shape of the property; and the exact size and location all existing and proposed buildings, signs, and required parking spaces;
5. The Zoning Administrator certified that the proposed use and construction plans comply with all Zoning Code provisions, except for the provisions necessitating a variance; and
6. The applicant paid the \$206.00 application fee.

PLANNING DIVISION PROVIDED INFORMATION

Application #: _____ BZA Meeting Date: _____

Date Received: _____ Received By: _____

Parcel ID: _____ Zoning District: _____

Additional Information: _____

A variance shall be granted if evidence shows that the strict application of the terms of the ordinance would unreasonably restrict the utilization of the property or that the granting of the variance would alleviate a hardship due to a physical condition relating to the property or improvements thereon at the time of the effective date of the ordinance, and:

- (i.) The property interest for where the variance is requested was acquired in good faith and any hardship was not created by the variance applicant;
- (ii.) Granting the variance will not be of substantial detriment to adjacent property and nearby properties in the surrounding geographic area;
- (iii.) The subject property's condition or situation is not of such general or recurring nature as to make reasonably practicable the formulation of a general regulation to be adopted as an ordinance amendment;
- (iv.) Granting the variance does not result in a use that is not otherwise permitted on such property or change the zoning classification of the property; and
- (v.) The variance application relief or remedy sought is not available through a special exception process that is authorized in City Code Chapter 41, Article 6 or the process for zoning ordinance amendment in City Code Chapter 41, Article 4 at the time of variance application filing.

The BZA may impose conditions regarding the location, character, and other features of proposed buildings and use it deems necessary in the public interest and may require a performance guarantee or bond to insure compliance.

APPLICANT PROVIDED INFORMATION

Property Location (address/ID#): _____

Applicant: _____

Applicant's Address: _____

Applicant's Phone Number: _____

Applicant's E-mail: _____

Variance Request Description: _____

I (we) appeal to the Board of Zoning Appeals for a variance permitting the action described above in that:

i. Explain how you did not create the hardship you need a variance to overcome:

ii. Explain how granting the variance will not negatively impact your neighbors and properties close by:

iii. Explain why the hardship on your property is unique and not something that affects similar properties in the same zoning district.

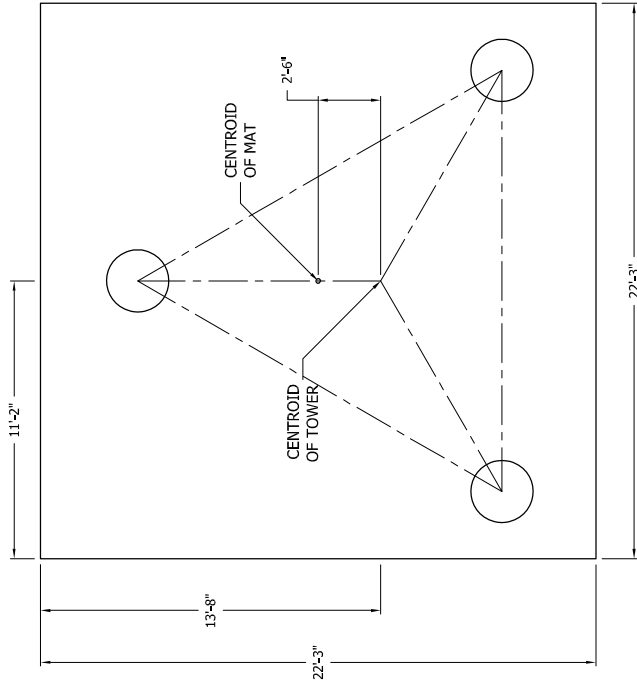
iv. Explain why granting the variance will not result in a use that is not otherwise allowed on the property or a change in the property's zoning classification.

v. The relief or remedy sought by the variance application is not available with a Special Use Permit.

Applicant Signature

Property Owner Signature
(if not applicant)

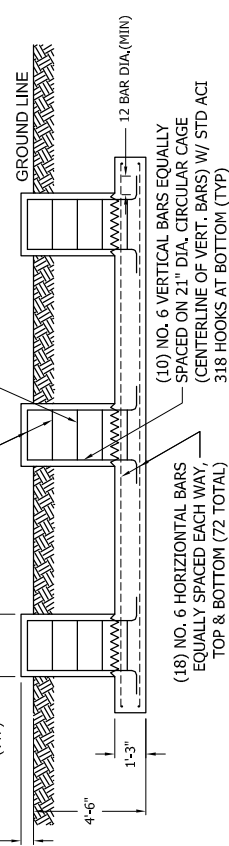
NOTE: SEE DRAWING NO. B090548 FOR STANDARD FOUNDATION NOTES.



PLAN VIEW

(2) NO. 4 CIRCULAR STIRRUPS ENCLOSING VERTICAL BARS @ 2'-1/2" C-C W/ 180 DEG. STAGGERED 6" MIN LAPS TERMINATED AT EACH END WITH A STD. ACI 318 HOOK ENGAGING A VERTICAL BAR WITH 2" COVER (TYP).

NO. 4 CIRCULAR STIRRUPS ENCLOSING VERTICAL BARS WITH 24" LAPS STAGGERED 180 DEG. ON 6" CENTERS (TYP)



ELEVATION VIEW

(10) NO. 6 VERTICAL BARS EQUALLY SPACED ON 21" DIA. CIRCULAR CAGE (CENTERLINE OF VERT. BARS) W/ STD ACI 318 HOOKS AT BOTTOM (TYP)

(18) NO. 6 HORIZONTAL BARS EQUALLY SPACED EACH WAY, TOP & BOTTOM (72 TOTAL)

FACTORED REACTIONS

Maximum O.T.M = 1,313.2 FT-K
Total Tower Wt = 10.8 KIPS
Total Shear = 13.6 KIPS
Max. Shear/Leg = 8.4 KIPS
Max. Ten./Leg = 79.9 KIPS
Max. Comp./Leg = 94.2 KIPS

CONCRETE VOLUME

ROUND PIER 2.0 CU.YDS
PAD 22.9 CU.YDS
TOTAL 25.0 CU.YDS

FILE NO.

Q20-11558-1

REV	DESCRIPTION	DWN	CHK	APP
-----	-------------	-----	-----	-----

PRELIMINARY
NOT FOR CONSTRUCTION



PO BOX 5999
PEORIA, IL 61601-5999
TOLL FREE 800-727-ROHN

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MAT W/RAISED PIERS
PRESUMPTIVE CLAY PER ANSI/TIA-222-G

DWN:	AS	CHKD:		DATE:	11/23/2020
ENGR:		SHEET #:	1 OF 1		
PRJ. ENGR:	AS	PRJ. MANGR:			

DRAWING NO:	Q20-11558-1 FOUNDATION
REV:	0

FILE NO.
Q20-11558-1

REV#

REVISIONS

DWN

CHK

APP

DESCRIPTION

PRELIMINARY
NOT FOR CONSTRUCTION

ROHN®
PRODUCTS LLC
PO BOX 5999
PEORIA, IL 61601-5999
TOLL FREE 800-727-ROHN
OUR DRAWINGS ARE THE PROPERTY OF ROHN PRODUCTS LLC AND ARE NOT TO BE REPRODUCED, COPIED OR TWEAKED IN WHOLE OR IN PART WITHOUT OUR WRITTEN CONSENT.

3 STAR INC.
DESIGN PROFILE
190 FT RT TOWER
DANVILLE, VA

DWN: AS

CHKD:

DATE: 11/23/2020

ENGR:

SHEET #: 1 OF 1

PRJ. ENGR: AS

PRJ. MNGR:

DRAWING NO:
Q20-11558-1 PROFILE

REV:
0

TOWER DESIGN LOADING			
DESIGN WIND LOAD PER ANSI/TIA-222-G USING THE FOLLOWING DESIGN CRITERIA: ASCE 7-16 ULTIMATE WIND SPEED (NO ICE): 110 MPH BASIC WIND SPEED (W/ICE): 30 MPH PER ASCE 7-16 DESIGN ICE THICKNESS: 1.50" PER ASCE 7-16 EXPOSURE CATEGORY: B STRUCTURE CLASS: II TOPOGRAPHIC CATEGORY: 1 EARTHQUAKE SPECTRAL RESPONSE ACCELERATION: S _s : 0.138, S ₁ : 0.061, SITE CLASS: D THIS STRUCTURE HAS BEEN DESIGNED TO SUPPORT THE FOLLOWING LOADS:			
ELEVATION (FT)	ANTENNA LOADING	LINE SIZE (NOM)	
TOP	LIGHTNING ROD	-	
180	(2) ASP705K ON (2) 6 FT SIDE ARMS	(2) 7/8"	
150	(1) 2FT HP DISH [AZ. 0 DEG][11 GHz]	(2) 3/8"	
130	(2) ASP705K ON (2) 6 FT SIDE ARMS	(2) 7/8"	
120	(2) 2FT HP DISHES [AZ. 0 & 120 DEG][11 GHz]	(4) 3/8"	

SECTION MAIN MEMBER SCHEDULE			
SECTION	LEGS	DIAGONALS	HORIZONTALS
RTS04	PIPE 2.875x0.203	L1 1/2x1 1/2x3/8 (2)	L1 1/2x1 1/2x3/16 (1)
RTS04	PIPE 2.875x0.203	L1 1/2x1 1/2x1/8 (4)	N/A
RTS04	PIPE 2.875x0.203	L1 1/2x1 1/2x1/8 (4)	N/A
RTS04	PIPE 2.875x0.203	L1 1/2x1 1/2x1/8 (4)	N/A
RTT06	PIPE 3.500x0.216	L1 1/2x1 1/2x1/8 (3)	L1 1/2x1 1/2x3/16 (1)
RTT08	PIPE 3.500x0.216	L1 3/4x1 3/4x1/8 (3)	N/A
RTT10	PIPE 3.500x0.216	L2x2x1/8 (3)	N/A
RTT12	PIPE 4x0.318	L2 1/2x2 1/2x3/16 (2)	N/A
RTT14	PIPE 4x0.318	L3x3x3/16 (2)	N/A
RTT16	PIPE 4.500x0.337	L3x3x3/16 (2)	N/A

NOTE:
SECTION NUMBERS ARE FOR REFERENCE ONLY.
FOR NOMINAL FACE WIDTH DIMENSIONS, REFER TO THE STRESS ANALYSIS.
THE NUMBERS SHOWN IN PARENTHESES INDICATE THE NUMBER OF BAYS FROM TOP TO BOTTOM.

120°
(TYP)

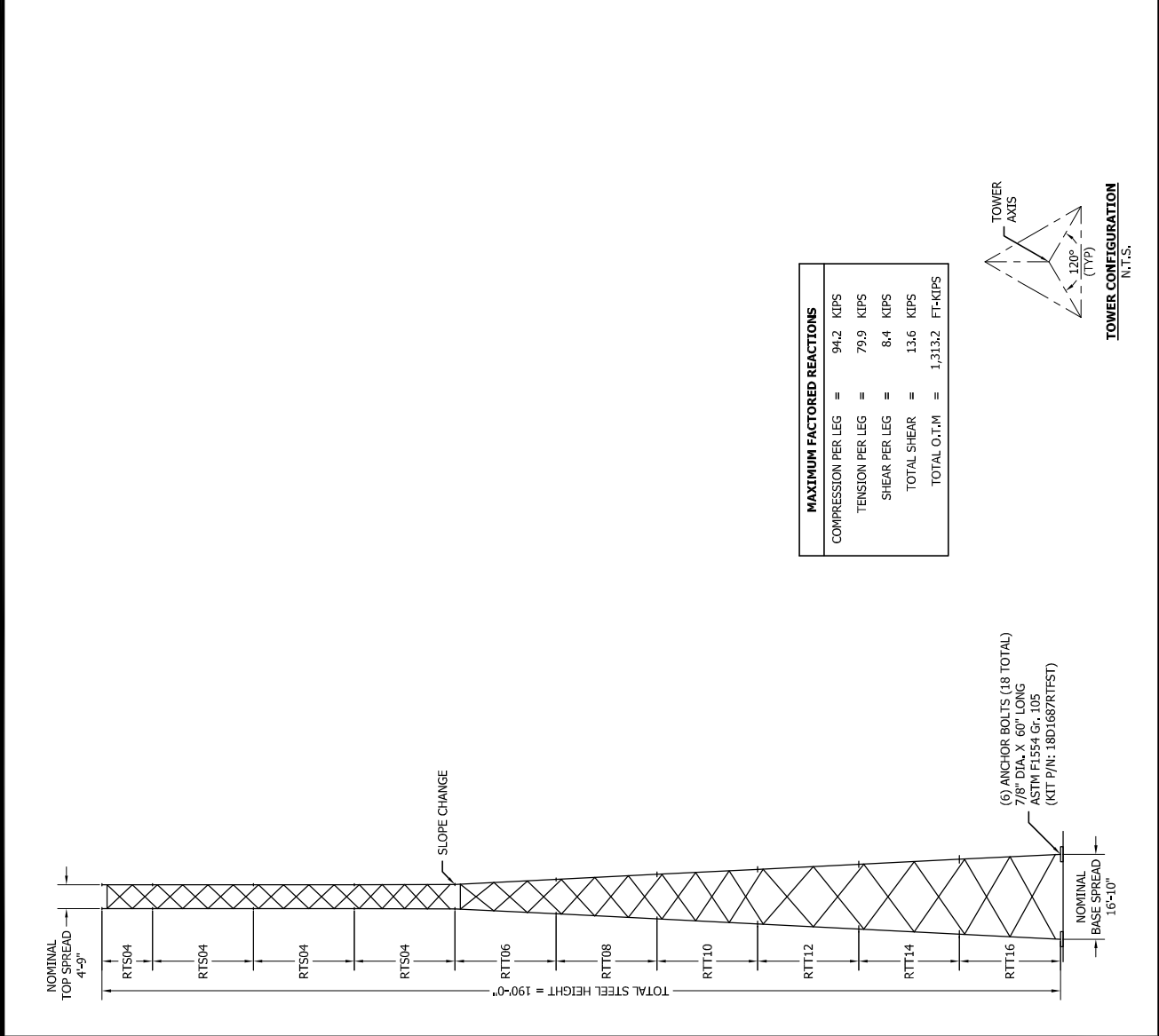
TOWER
AXIS

MAXIMUM FACTORED REACTIONS

COMPRESSION PER LEG = 94.2 KIPS
TENSION PER LEG = 79.9 KIPS
SHEAR PER LEG = 8.4 KIPS
TOTAL SHEAR = 13.6 KIPS
TOTAL O.T.M = 1,313.2 FT-KIPS

TOWER CONFIGURATION

N.T.S.



Rohn Products LLC Terms and Conditions Relating to All Sales

1. All quotation, proposals, prices, or other terms are made for acceptance within 30 days (after 30 days, prices in effect at time of shipment will apply) and shipment within 30 days of purchase order date, unless otherwise stated. They are subject to change without notice; however, ROHN invites your request for an extension. Prices are also subject to review prior to acceptance of any order due to raw material price fluctuations. No other price protection is available. Any order placed on hold will have the price reviewed and adjusted upon release.

2. Every effort will be made to maintain shipping schedules, either on ROHN equipment or via common carrier. ROHN cannot be responsible for delays in shipping caused by state or local agencies with regard to permits, routing, weather, detours, etc. All deliveries and schedules are contingent on availability of raw materials, fuel, and transportation. ROHN will not be liable for damages on account of any delays or abnormalities caused in shipping due to causes beyond our reasonable control. ROHN reserves the right to make partial shipments and to submit invoices accordingly.

3. Changes or modifications to orders can be made only by written agreement executed by all parties affected thereby, which agreement shall include any price modification.

4. ROHN's responsibility ceases upon delivery of all shipments to the carrier. The unloading of all shipments is the responsibility of the Buyer, not the carrier or ROHN. Buyer is warned against receipting for merchandises until careful inspection has been made. Any claim made against ROHN must be made within 90 days after receipt of merchandise. All merchandise leaving ROHN's factory has been carefully inspected and ROHN does not assume responsibility for damages or shortages which occur in transit. Buyer must make all claims and report all damages and losses to the delivering transportation company.

5. No federal, state, or local taxes are included in quoted prices. All quotations, proposals, prices, or other terms are subject to increase without notification by the amount of any sales, excise, or other tax levied or charged to seller by any governmental agency and any such tax will be passed onto purchaser as a tax or as an addition to the selling price. This also applies to all costs incurred due to local statutes or governmental regulations.

6. Orders are not subject to cancellation by Buyer except by written agreement with seller. Any order canceled, after any work has been done by ROHN, such as drawings, production, etc., will have a cancellation charge, to be determined solely at the discretion of ROHN for whatever work has been performed with a minimum of 25% of the purchase order price. If Buyer so chooses, he shall have the right to receive the material already performed at time of cancellation at the quoted price. If an order is canceled before any work has been done by ROHN, a \$200 cancellation charge will apply.

7. Material received may not be returned by Buyer except by written agreement with seller. In all cases, permission must be secured from ROHN prior to the returning of any goods for credit. All returned goods are subject to a minimum service charge of 25%, plus all transportation charges, and are subject to inspection by ROHN. Returned goods will be offered and paid for only upon proof of purchase (i.e. invoice no.) and credit will be issued against invoice value. ROHN reserves the sole right to determine amount of credit to be issued on all goods returned for credit. Only standard, currently manufactured ROHN products may be considered for return and credit. Unsaleable products will be scrapped and no credit will be received. If returned goods are determined to have no value and Buyer wishes them returned, the Buyer will be charged return freight. Safety equipment, erection equipment, insulators, transformers, nuts and bolts are not returnable.

8. ROHN warrants the commercial items of its manufacture only, to be reasonably fit for the purpose for which they are manufactured and sold, provided, however, that this warranty shall be effective only if purchaser installs all material according to ROHN's recommendations and specifications and that purchaser during the warranty period shall regularly, not less than semi-annually, inspect and properly maintain all items. Any item found unfit for its purpose within 12 months from date of delivery will be repaired or replaced free of charge, F.O.B. ROHN's plant. ROHN shall be immediately notified in writing of such unfitness. ROHN reserves the sole right to determine if any material is to be repaired or replaced free of charge or to be supplied at ROHN's standard prices. Such obligation shall be limited to parts returned for inspection, properly packed and expenses prepaid, and providing inspection shall satisfactorily indicate defects. The warranty herein made is in lieu of all other warranties and, except as expressly stated herein, ROHN does not make and there are no warranties or obligations of any kind or nature whatsoever either expressed or implied including, but not restricted to, warranty or obligations as to product, material, workmanship, or manufacture or as to the use of the items covered hereby. ROHN shall not under any circumstances be liable to third persons for any claims for damages including direct, special, indirect, or consequential damages for any reason. The Buyer agrees to indemnify and to hold ROHN harmless for, of, and from any loss, claims, damages, expenses and attorney's fees, including but not limited to, any fines, penalties and corrective measures ROHN may sustain by reason of Buyer's failure to comply with said laws, rules, and regulations in connection with the performance of this sale. The above warranty warranted applies only to items manufactured by ROHN. Items not manufactured by ROHN are guaranteed only to the extent and in the manner warranted and guaranteed to ROHN by the manufacturer of such items and then only to the extent ROHN is liable to enforce such warranty or guarantee.

ROHN will assume no responsibility for the adequacy of any product if material is used which is not totally supplied by ROHN. The above sets forth the only warranty made by ROHN in connection with items manufactured or sold by it, and any provisions in any proposals, specifications, advertising, or other provisions hereof, are merely descriptive and are not to be construed as warranties made by ROHN. All warranties are void on drawings made by others, whether by a professional engineer, sealed or not, that are not rechecked by ROHN and approved by ROHN. ROHN assumes no liability for the adequacy of the drawings or the product. Without limiting the generality of the foregoing, the Buyer hereby indemnifies ROHN and hold ROHN harmless from any and all claims and/or damages (including direct, special, indirect or consequential damages, attorneys' fees and costs) relating to or arising out of any highway structure or component not designed by ROHN.

ROHN hereby disclaims any and all warranties, including express or implied warranties of merchantability and fitness for any particular purpose, relating to or arising out of metal fatigue.

9. ROHN reserves the right to change or modify the product and construction of any product manufactured by ROHN and to substitute material equal to or superior to that originally specified.

10. Buyer agrees not to disclose or make available to any third party processes, drawings, specifications, reports, photographs, data and other technical or proprietary information relating to ROHN products without obtaining prior written consent of ROHN.

11. No proposal, order, quotation, or acceptance may be changed or varied by verbal agreement, and all orders are accepted only under the provisions set forth herein.

12. Purchase orders and requests for quotations must be submitted in writing to ROHN. It is the responsibility of the Buyer or Buyer Representative to provide ROHN design criteria (environmental loads, equipment loads, operational limitations, geotechnical information, etc.) based on site-specific data. In designing the product for the Buyer, ROHN is relying solely and entirely on design criteria provided by the Buyer to ROHN. Without limiting the generality of the indemnities in these Terms & Conditions, the Buyer hereby indemnifies ROHN and holds ROHN harmless from and against any and all claims and/or damages (including direct, special, indirect or consequential damages, attorneys' fees and costs) relating to or arising out of any inaccuracy or incompleteness in design criteria provided to ROHN by the Buyer, and the Buyer waives all claims against ROHN for same.

13. If outside source inspection, assembly, etc. is required prior to shipment of an order, \$50.00 per man hour (plus equipment time, if applicable) is chargeable, with \$300.00 as a minimum.

14. Any welding inspection required by Buyer or Buyer's specifications must be done at ROHN's plant prior to packing and shipment of material from ROHN's plant.

15. A minimum charge of \$25.00 will be billed for special handling and preparation of material for air shipments.

16. ROHN reserves the right to apply all remittances and credit memos to the oldest outstanding balance in your account. No credits will be issued for any reason against a purchase order whose billing is more than 90 days old. Buyer corrections or complaints must be made within this period of time.

17. Standard catalog prices do not include special drawings or product evaluations. If any are required, there will be a charge.

18. ROHN at all times reserves the right to take pictures of any or all of its products after installation for advertising purposes, except those which are under classified governmental control.

19. The Buyer will be responsible for any extra charges incurred on prepaid shipments.

20. A service charge not to exceed 2% per month or maximum allowable per State law will be billed on all accounts not paid within 30 days of invoice date.

21. Minimum total net worth of merchandise which can be ordered is \$100.00. Any orders placed for less will be billed at \$100.00.

22. Storage charges will be .02% of invoice amount per day with a minimum charge of \$8.00 a day. These charges will be invoiced on a monthly basis for material requested to be withheld from shipment. Storage will begin 30 days from the date the buyer is notified that the shipment is ready for pickup or delivery

23. All CIA requirements must be met with certified checks or money orders to insure prompt shipment.

24. Should it become necessary for ROHN to enforce the provisions of this contract, a purchase order or an invoice through pre-suit negotiations, or by instituting or participating in any legal (including bankruptcy) proceedings, including but not limited to injunctive or other equitable/legal relief, including any appeals associated with the foregoing, ROHN shall be entitled to recover for reasonable attorney's fees, costs of collection and court costs incurred whether the attorney's fees are incurred for the purpose of negotiation, trial, appellate or other legal services.

25. Once the equipment is ready for pickup or has been shipped, an invoice for payment in full shall be issued by ROHN.

26. Buyer is responsible for inspection of material upon delivery. ROHN should be notified of any shortages or discrepancies within 48 hours of delivery. ROHN will not be responsible for down time or equipment ordered.

BOARD OF ZONING APPEALS MEETING

March 18, 2021

Members Present

Ann Sasser Evans
Nicole Garrison
Lawrence Meder
Gus Dyer
Gus Dolianitis
John Hiltzheimer

Members Absent

Michael Nicholas

Staff

Lisa Jones
Doug Plachcinski
Ken Gillie
Alan Spence

Chairman Dyer called the meeting to order at 10:00 a.m.

I. ITEMS FOR PUBLIC HEARING

1. Request for Variance PLVAR 2021-40, filed by Powers Signs on behalf of Woodall Nissan, requests variances from Article 10, Section D, Item 16 and Article 10, Section P, Item 1.a. of Chapter 41 of the City of Danville, Virginia, Code of Ordinances, 1986 as amended, at 132 Union Street Bridge Road, Parcel #51502, also known as Grid 1708, Block 001, Parcel 000011.000 of the City of Danville, Virginia Tax Map. The applicant requests a variance to erect a freestanding sign that exceeds 24" inches between sign faces, exceeds the allowable sign area, and exceeds the allowable area devoted to architectural elements which serve as support or base for such sign and which are not part of the message portion of the sign.

Mr. Dyer opened the Public Hearing.

Present to speak on behalf of this request was Mr. Tom Powers of Powers Signs, who stated a couple of things, the 2 foot thickness between the bases and the previous code is 3 foot as the sign that is there. A lot of these signs are very complicated and you work on them on the inside, even though they are LED's as opposed to fluorescent's that are there now, that is really part of the code that ought to be changed and all of that. You will see a brand new installation that was down at Pilot on the 3rd page that I don't know, I apparently did not get a permit, but that sign has got to be about 4 or 5 feet too. The thickness helps with the strength of the sign if the wind blows 115 mph. The current sign at Nissan is rated for 90 mph and the new one will be 115. Where that came from, I couldn't tell you but that's what is going on across the nation now, including this particular center and the cost is getting higher. Those sheets that I passed out, on the 1st page you will see the current sign on the right side and it is opened in the center and the kind of sign that we would like to put up, the direct replacement that Nissan would like for us to use, is on the left and then the center you will see that white ring area there is a difference in the size's of the sign as far as visuals and it would go in the same location. It is slightly smaller but we know that it doesn't come down to code. As far as the hardship of this particular situation, this sign was under the previous code when the property was bought and developed. The sign graphics that we put up would be allowed as would the sign that is there now. We have very little control over the code. We just made a change at Averett and it cost us about \$3,000.00 dollars to get the code

changed and they were allowed 24 square foot sign on the North Campus with 70 acres and that was in the code. The code was changed and it was a long process but we got it changed. If I need to go over item by item of the various items I will or I will take questions.

Mr. Meder stated if I understand right and if I'm looking at your picture, the sign on the right is currently there and the sign on the left is the one that you want to put there. The difference in size you said was in the center?

Mr. Powers stated yes, that center drawing, the light green part on the right hand side is just over laying the new sign over the existing sign and that shows the sign is actually smaller in just visual impact.

Mr. Meder stated the sign that you want to put up is smaller than the one that is currently there?

Mr. Powers stated yes sir in some aspects. It is still 30 feet tall which is fine because we are within code. It is smaller, but not small enough to meet the code as it is now. This is the third code that I have had to work with and I'm sure if somebody else comes in we will have another one.

Mr. Meder stated just so I understand this right, the new sign that you want to put up is going to be smaller than the sign that's currently there?

Mr. Powers stated yes sir.

Mr. Dyer stated where he violates the code or the technicality is that you will notice the dark element of the sign underneath it is solid as opposed to open. There is a limit on the amount of architectural elements that is added to a sign. If it is opened that is not considered part of the architect element. Also, you will notice the sign is slightly thicker and that also, if I am correct, that is where the violation comes in.

Mr. Meder stated it just sounds like what they are trying to do is not have it blow over. I mean we have flooded out this dealership and now we are going to try to stop them for putting up a sign that won't blow over in the wind.

Mr. Dyer stated does anyone else have any questions or comments?

Mr. Dolianitis stated if it is about the 24 inches now on the sign faces is it less than 24 now?

Mr. Dyer stated yes. One point that I would like to bring up and maybe not this current board but a previous board that I was on we had a similar situation in 2 other cases that I actually recall. The Mazda dealership, where they were looking to relocate a nonconforming sign from its current location to another location, if I am correct. In that case we turned that application down because they were putting in a nonconforming sign into an area where it was not previously. The other case is with the Honda dealership, where they had a nonconforming sign that was replaced with a nonconforming sign in the exact same location. In that case we granted the variance for

approval. I think that we should take into consideration what our precedent has been in the past so that we can try to stay consistent on the actions that we take.

Ms. Evans stated the sign that is being proposed is more solid at the bottom and the sign that is out there now has two columns. I know this is what you have received from Nissan but do they also have signage with a two column or is this the only signage that they are offering?

Mr. Powers stated they have variations of the same signage that we are asking for, but it still has a solid column. The only one that has two is a lot larger and taller and it does have two columns. We are going to utilize the columns or the foundation that is there now. The same footer and there will be a bigger piece that bolts to the same footer and then it will have a single pole with a new sign.

Ms. Evans stated when you said that you received the variations on the solid piece are there variations that are smaller that would meet code?

Mr. Powers stated every sign in their catalog is 3.2 feet. That is their national program. Like I said the previous code that I was involved in, when it was written and it came out originally as a 2 foot wedge flag for the reason that now you have to crawl in these things and work on them. Then it was changed to 3 foot and that code was thrown out and this one was brought in at 2 foot.

Mr. Meder stated so you actually work on the sign on the inside?

Mr. Powers stated yes sir. You have to crawl up in them. These are complicated they are not like if someone walked into my shop and wanted me to build a sign like this. The price would be out of sight but these dealerships, they are competing on who can get the fanciest LED and it is just a branding situation.

Mr. Meder stated so wouldn't it be safer working from the inside of the sign than rather the outside?

Mr. Powers stated yes sir.

Mr. Meder stated is that why they did that, to make it safer for the folks that service the signs?

Mr. Powers stated it is and the other thing to be depending on how it is design or if it is an equipment issue. If you have a sign that you have to work on outside you would have to take the face off or slide the face and in this case it is about 100 square feet or 99 square feet. On a normal sign you move that to get to the light bulbs and you move it in the opposite direction to get to the other side. These with the thickness you don't need a bucket truck because you can take the bottom cover off then there is a ladder built inside of it. I don't service many of these because part of this is a national contract to furnish and maintain the sign at most of these dealerships. I do some GM's but not many of these.

Mr. Dyer closed the Public Hearing.

Ms. Evans stated I have a question for staff. He indicated that a code was changed on Averett's sign. Did that not go before Planning Commission or City Council?

Mr. Powers stated it was both. We put that LED message center up there at the entrance and that property is 70 acres with 70,000 square feet of building enough to build a football stadium and a sign was allowed about the size of that door per code.

Mr. Meder made a motion to approve the Variance Application PLVAR2021-40 to allow the new sign to replace the old sign. Ms. Garrison seconded the motion. The motion was approved by a 6-0 vote.

Mr. Dyer stated I would like to make one clarification. Technically, they are supposed to meet the five criteria that we have been provided. I would just like to say if we go back and review the case of the Honda Dealership then in consideration, we made the findings and approved that variance and that is why I am voting in favor of this. The verbiage and findings used on previous Variance Application PLVAR2017-219 control here.

2. Request for Special Exception PLZA 2021-45, filed by Kenneth Hammock, requests a special exception under Article 13, Section G, Item 6.b. of Chapter 41 of the City of Danville, Virginia, Code of Ordinances, 1986 as amended, at 134 Lamberth Drive, Parcel #71795, also known as Grid 9708, Block 002, Parcel 000015.000 of the City of Danville, Virginia Tax Map. The applicant proposes constructing an attached garage accessory building to an existing non-conforming manufactured home dwelling.

Mr. Dyer opened the Public Hearing.

Present to speak on behalf of this request was Mr. Kenneth Hammock, the owner of 134 Lamberth Drive.

Mr. Dyer stated I would like to point out to the board that this one is a little bit different than the other cases where the applicant has the requirement to meet the five stipulations in order to be granted a variance. This one we are actually allowed to use our judgement. I believe that there is some verbiage here about the code if you go to special exception review criteria.

Mr. Hammock stated basically what I want to do is I have a nonconforming mobile home. I need to add an attached garage in order to put up a handicap ramp inside the garage out of the weather. That is the main purpose of this garage is to be able to put this handicap ramp inside where it is dry and so forth. Where this garage is at, there was an existing building on the foundation and slab that was smaller than the garage than I am putting up. I need to put this large garage up so I will have room for this handicap ramp. This handicap ramp is going to have to be 51 feet long. In order to have it to the criteria of the elevation of where it is going to. That is why we need as much room there for what we got and get this handicap ramp in where we can use it in rough weather.

Mr. Dyer stated have you been living there for a long time?

Mr. Hammock stated no I haven't moved in. I have been trying to get in for about four years and of course there have been various things that has backed me down. At this time I have already started building on this property.

Mr. Dyer stated I drove out that way but I didn't want to go onto your property but I couldn't really see anything from the road.

Mr. Hammock stated as far as the nonconforming add on the city sent me a letter that this property was too close to the property line. They were confused on what end of the trailer that I was putting this on because this building that I am putting up is pretty much close to the center of my property.

Mr. Dyer closed the Public Hearing.

Mr. Dyer stated for staff my understanding is that this is a manufactured home on a lot that does not permit manufactured homes. It is a grandfathered in legal nonconforming use?

Mr. Plachcinski stated legal nonconforming use.

Mr. Dyer stated you cannot add on or increase the floor area of a nonconforming use is that correct?

Mr. Plachcinski stated correct because it is attached it is an expansion. If they met the zoning code and placed a detached building 10 feet away from the manufactured home then it would have met the zoning code.

Mr. Dyer stated but that would be difficult to push the wheel chair 10 feet. It is difficult that the code does not make allowances for handicap access. As far as being too close to the property line or anything like that we don't have any issues. If you look at your packet you will notice this is sort of an interior lot. There's a road right away coming off of Lamberth but the property really doesn't have any road frontage other than the way you access the property. It is really not in view of many neighbors. There were 19 notices sent out and we got 9 of them back, 8 were unopposed and 1 opposed.

Ms. Garrison stated is the one that is sent back that was opposed is that the lot right beside the other side of the driveway? I don't see Lipscomb on there.

Mr. Dyer stated maybe that is NGM L?

Ms. Garrison stated that is the only one that would even have a chance of being that.

Ms. Evans stated except for R & SR.

Ms. Garrison stated I thought that might be the R&O renters.

Mr. Dyer stated when you send out these notices they can just check yes or no?

Ms. Jones stated they can comment.

Mr. Dyer stated we didn't get any comments?

Ms. Jones stated no if we do I type them on there.

Mr. Dyer stated can you explain to us because this is a little different from what we have done in the past. We can grant this without considering the five criteria?

Mr. Plachcinski stated the city code allows BZA special exception review and basically it comes down to the current condition and whether the exception requested negatively affects anywhere around it. Under specific criteria you can extend a nonconforming use in a building to allow a floor area so that it is no greater than 25%. There is not a nonconforming use or is not a new nonconforming use and because this doesn't really occupy liable space I kind of consider it as it's not inhabitable. In the future if they proposed no longer using it as a garage but converting it to living space then we would say no you can't do that under this exception. I think of given the layout of this property and the existing cement slab and foundation we understand why the applicant chose to precede in this manner and don't oppose it.

Ms. Evans stated if we were to make a motion to approve it would we have to specify that it not be converted?

Mr. Dyer stated no we could just say we approve it with the city's assessment basically.

Ms. Evans made a motion to approve Special Exception PLZA2021-45. Mr. Dolianitis seconded the motion. The motion was approved by a 6-0 vote.

II. APPROVAL OF MINUTES FROM JANUARY 21, 2021

The January 21, 2021 minutes were approved by a unanimous vote.

III. OTHER BUSINESS

With no further business, the meeting adjourned at 10:29 a.m.

APPROVED