



DANVILLE CITY COUNCIL REGULAR MEETING AGENDA

MUNICIPAL BUILDING

August 18, 2020

7:00 P.M.

PRESIDING: Alonzo L. Jones, Mayor

CITY COUNCIL MEMBERS: James B. Buckner
L.G. "Larry" Campbell, Jr.
Samuel A. Kushner
Barry P. Mayo

Dr. Gary P. Miller, Vice Mayor
Sherman M. Saunders
J. Lee Vogler, Jr.,
Madison J. Whittle

STAFF: Ken F. Larking, City Manager
Earl B. Reynolds, Jr., Deputy City Manager

W. Clarke Whitfield, Jr., City Attorney
Susan M. DeMasi, City Clerk

The City Council is the City of Danville's legislative body and is composed of nine Council members. Council members are elected to serve a four year term of office and elects one of its own to serve as Mayor and presiding officer for a two year term.

Time and Place of Meeting

The public is invited and encouraged to attend and participate in the City Council meetings. The City Council meets in the City Hall, Fourth Floor, Council Chambers at 7:00 p.m. on the first and third Tuesday of each month. All meetings of the Council are open to the public.

Communications from Visitors

Communication from Visitors is an opportunity for citizens to address Council on matters not on the agenda. Citizens who desire to speak on agenda items will be heard when the agenda item is considered. Each speaker shall clearly state his or her name and address. Each individual speaker shall have five uninterrupted minutes. A representative of a group may have up to ten uninterrupted minutes to make a presentation. The representative shall identify the group and a group may have no more than one spokesperson. Time will be kept using the electronic timer on the podium.

Guidelines for Public Hearings

For Public Hearings the applicant or his or her representative shall be the first speaker(s). There shall be a time limit of ten (10) minutes for the applicant's or his or her representative's presentation. The presiding officer shall then solicit comments from the public, asking those in favor of the proposal to speak first, and then those opposed to the proposal. Each speaker must clearly state his or her name and address. There shall be a time limit of three (3) minutes for each individual speaker. If the speaker represents a group,

there shall be a time limit of five (5) minutes. A speaker representing a group shall identify the group at the beginning of his or her remarks. A group may have no more than one spokesperson. The presiding officer may limit or preclude comment which is repetitive, redundant, cumulative, or irrelevant to the subject of the public hearing. After public comments have been received, in a land use case, the applicant or the representative of the applicant, at his or her discretion, may respond with a rebuttal. There shall be a five (5) minute time limit for rebuttal.

Due to ongoing concerns related to COVID-19, the City of Danville will continue to accept comments for Communications from Visitors and for Public Hearings via their on-line portal at: danvilleva.gov/council or by phone using this number: (434) 857-3348, until further notice. Comments submitted via these formats will be collected and distributed to all City Council members, and published with the minutes of the August 18, 2020 meeting. Comments will be collected through August 17, 2020 5:00 p.m.

MEETING CALLED TO ORDER

ROLL CALL

INVOCATION - Sherman M. Saunders

PLEDGE OF ALLEGIANCE TO THE FLAG

COMMUNICATIONS FROM VISITORS

Citizens who desire to speak on matters not listed on the agenda will be heard at this time. Citizens who desire to speak on agenda items will be heard when the agenda item is considered.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine, have previously been discussed by City Council and/or introduced for First Reading. There will be no separate discussion on these items and they will be enacted by one motion. If discussion is desired by a Council Member or a citizen, the item(s) will be removed from the consent process and considered separately.

- A. Consideration of Approval of Minutes from Regular Council Meeting held on July 21, 2020, and Minutes from Regular Work Session held on July 7, 2020.

Council Letter Number CL - 2379.

- B. Consideration of Amending the Fiscal Year 2021 Budget Appropriation Ordinance for Funds from the Danville Regional Foundation in the Amount of \$37,187.50.

Council Letter Number CL - 2370.

An Ordinance Amending the Fiscal Year 2021 Budget Appropriation Ordinance by Increasing Revenues from Danville Regional Foundation in the Amount of \$37,187.50 for the Study on the Use of Potential Casino Revenue and Appropriating the Same.

FINAL ADOPTION

- C. Consideration of Amending the Fiscal Year 2021 Budget Appropriation Ordinance to Provide for a Virginia Commission for the Arts Grant in the Amount of \$4,500.
Council Letter Number CL - 2357.

An Ordinance Amending the Fiscal Year 2021 Budget Appropriation Ordinance to Provide for a Virginia Commission for the Arts Grant in the Amount of \$4,500, and to Provide for the Local Share in the Amount of \$5,000 for a Total Grant of \$9,500.

FINAL ADOPTION

APPOINTMENTS

- A. Consideration of Appointments to the Following Boards and Commissions:
Council Letter Number CL - 2382.
1. A Resolution Reappointing Robert Stowe to the Commission of Architectural Review.
 2. A Resolution Appointing Jackson Weller to the Commission of Architectural Review to fill the Unexpired Term of Sean Davis.
 3. A Resolution Reappointing Tyrell Payne to the Community Improvement Council.
 4. A Resolution Appointing Kalil Khan to the Planning Commission to fill the unexpired term of Bruce Wilson.

NEW BUSINESS

- A. Review of General Fund Financial Report as of June 30, 2020.
Council Letter Number CL - 2383.
- B. Consideration of Authorizing an Access License on City Owned Property.
Council Letter Number CL - 2356.
1. Public Hearing
 2. A Resolution Authorizing an Access License on Certain City-Owned Real Property for the Provision of Radio Services.
- C. Consideration of a Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing.
Council Letter Number CL - 2368.
- A Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing.
- D. Consideration of Authorizing the Issuance of Bonds of the City of Danville, Virginia.
Council Letter Number CL - 2369.
1. Public Hearing
 2. An Ordinance Authorizing the Issuance of Bonds of the City of Danville, Virginia, in the Maximum Aggregate Principal Amount of \$16,000,000 to Finance the Acquisition, Construction and Equipping of Various Capital Projects.
- FIRST READING**

- E. Consideration of Authorizing and Approving Execution of a Purchase Contract and Actual Purchase of Parcel #60450.
Council Letter Number CL - 2362.

A Resolution of the City Council of Danville, Virginia Approving and Authorizing the Execution of a Purchase Contract as well as the Actual Purchase of Parcel Number 60450, Park Avenue, for a Purchase Price not to Exceed \$85,000 and Closing Costs.

COMMUNICATIONS FROM:

- A. City Manager
- B. Deputy City Manager
- C. City Attorney
- D. City Clerk
- E. Roll Call

ADJOURNMENT

Council Letter

City of Danville, Virginia



CL-2379

Consent Agenda A.

City Council Regular Meeting

Meeting Date: 08/18/2020

Subject: Consideration of Approval of Meeting Minutes

From: Susan M. DeMasi, City Clerk

COUNCIL ACTION

Business Meeting: 08/18/2020

SUMMARY

Consideration of Approval of Minutes from Regular Council Meeting held on July 21, 2020 and Minutes from Regular Work Session held on July 7, 2020.

Council Letter Number CL - 2379.

Attachments

Meeting Minutes

Meeting Minutes

July 21, 2020

The Second Regular July meeting of the Danville City Council was held on July 21, 2020, at 7:00 p.m. in the Council Chambers located on the Fourth Floor of the Municipal Building. The following Council Members were present: James B. Buckner, Mayor Alonzo L. Jones, Barry P. Mayo, Samuel A. Kushner, Vice Mayor Gary P. Miller, Sherman M. Saunders, J. Lee Vogler, Jr., and Madison J.R. Whittle (8). L.G. "Larry" Campbell Jr., was absent (1).

Staff Members present were: City Manager Ken F. Larking, Deputy City Manager Earl B. Reynolds, Jr., City Attorney W. Clarke Whitfield Jr., and City Clerk Susan M. DeMasi.

INVOCATION

The Invocation was given by J. Lee Vogler, Jr.

City Manager Ken Larking noted he was pleased to announce that he has appointed Corrie Bobe as the Director of Economic Development. She has done a great job in the interim role over the last few months, and has worked for the last eleven years on behalf of the City to promote the downtown, economic development throughout the City, industrial development, and job creation. Mr. Larking stated they were very pleased, after a national search and process, that she has accepted the job.

Ms. Bobe thanked the City Manager and Deputy City Manager for this opportunity. Ms. Bobe noted she was originally from Danville and decided to move back from San Francisco about twelve years ago. She was offered an internship in Economic Development and through that she gained a better understanding about the vision of the region and wanted to be a part of that transformation. Ms. Bobe noted she was thankful to the City of Danville that has provided her with a career that was personally rewarding and also helps to generate positive outcomes that future generations can enjoy. It was an exciting time for the region and she looked forward to working with Council in this new capacity moving forward. Ms. Bobe thanked the entire economic development team. The past few months have provided challenges, and each person in the office has gone over and beyond to provide the best customer service possible for the local businesses. Council Members and staff congratulated Ms. Bobe, noting she was an outstanding choice for the City and wished her for the best.

COMMUNICATIONS FROM VISITORS

City Council received three comments submitted through the City's website. Transcripts of all messages received were distributed to Council Members and attached to the minutes of this meeting.

Mayor Jones recognized Gordon Bartholomew who discussed a speeding issue on Trade Street, and having a police bike patrol or more police presence on the Riverwalk Trail.

Mayor Jones recognized Jackson Folley who read a statement regarding removing money for a new police station from the City budget.

Mayor Jones recognized Tommy Bennett, President of the Danville Chapter of the NAACP, who congratulated Ms. Bobe on her new position, and the NAACP offices were open anytime she needed their services.

Mayor Jones recognized members of the School Board, Ty'Quan Graves and Tyrell Payne, who gave an update on Danville Public Schools. Mr. Graves noted the School Board was working

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diligently to make sure the students go back as safely as possible, and that their plan was feasible and safe. This Thursday, they will meet and have more information on the reopening plan. Mr. Payne noted they were working hard, going to retreats, to make sure the decisions they were making were not good just for certain people but good for all. Mayor Jones thanked them for their work. Council Member Saunders asked if they could invite the Interim Superintendent to come to Council and be introduced.

MEETING MINUTES

Upon **Motion** by Council Member Buckner and **second** by Council Member Saunders, Minutes from the Regular Council Meeting held on June 16, 2020, Minutes from Special Work Session held on June 9, 2020 and Regular Work Session held on June 16, 2020 were approved as presented. Draft copies of the minutes had been distributed prior to the meeting.

APPOINTMENTS

Vice Mayor Miller **moved** for adoption of the following Resolutions:

Resolution No. 2020-07.04 - A Resolution Appointing Samuel A. Kushner as a Member of the Danville Development Council.

Resolution No. 2020-07.05 - A Resolution Appointing Madison J. Whittle as a Member of the Dan River Business Development Center.

Resolution No. 2020-07.06 - A Resolution Appointing J. Lee Vogler, Jr., as a Member of the Danville-Pittsylvania Regional Industrial Facility Authority to fill an Unexpired Term Ending December 31, 2021.

Resolution No. 2020-07.07 - A Resolution Appointing Gary P. Miller, as an Alternate Member of the Danville-Pittsylvania Regional Industrial Facility Authority to fill an Unexpired Term Ending December 31, 2021.

Resolution No. 2020-07.08 - A Resolution Appointing J. Lee Vogler, Jr., as a Member of the Staunton River Regional Industrial Facility Authority to fill an Unexpired Term Ending December 31, 2022.

Resolution No. 2020-07.09 - A Resolution Appointing L.G. "Larry" Campbell, Jr., as a Member of the Staunton River Regional Industrial Facility Authority to fill an Unexpired Term Ending December 31, 2022.

Resolution No. 2020-07.10 - A Resolution Appointing Gary P. Miller, as a Member of the Danville Utility Commission, to fill an Unexpired Term Ending June 30, 2022.

Resolution No. 2020-07.11 - A Resolution Reappointing Sherman M. Saunders, as a Member of the Employee Retirement System Board of Trustees.

Resolution No. 2020-07.12 - A Resolution Appointing Barry Mayo, as a Member of the Pittsylvania County Community Action Board.

Resolution No. 2020-07.13 - A Resolution Reappointing J. Lee Vogler, Jr., as a Member of the West Piedmont Planning District Commission.

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Resolution No. 2020-07.14 - A Resolution Appointing James B. Buckner as a Member of the West Piedmont Planning District Commission.

Resolution No. 2020-07.15 - A Resolution Reappointing J. Lee Vogler, Jr., as a Member of the Metropolitan Planning Organization.

Resolution No. 2020-07.16 - A Resolution Appointing James B. Buckner as a Member of the Metropolitan Planning Organization.

Resolution No. 2020-07.17 - A Resolution Appointing James B. Buckner, as a Member of the Transportation Advisory Committee.

The Motion was **seconded** by Council Member Whittle and carried by the following vote:

VOTE: 8-0-1
AYE: Buckner, Jones, Kushner, Mayo, Miller,
Saunders, Vogler and Whittle (8)
NAY: None
ABSENT: Campbell (1)

NEW BUSINESS

APPROVAL OF THE HUD ONE YEAR ACTION PLAN AND FIVE YEAR CONSOLIDATED PLAN

Mayor Jones opened the floor for a Public Hearing regarding the HUD One Year Action Plan and Five Year Consolidated Plan. Notice of the Public Hearing was published in the *Danville Register & Bee* on June 20, 2020. No one present desired to be heard and the Public Hearing was closed.

Council Member Buckner **moved** for adoption of a Resolution entitled:

RESOLUTION NO. 2020-07.18

AUTHORIZING THE CITY MANAGER TO SUBMIT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) A ONE YEAR ACTION PLAN AND FIVE YEAR CONSOLIDATED PLAN.

The Motion was **seconded** by Council Member Vogler.

Council Member Whittle requested staff update him on this item. Director of Community Development Ken Gillie noted the Annual Plan was what the City does with the HUD funds; the City has about \$100,000 that goes to local organizations. There was also a five year plan that needs to be submitted to HUD that sets the City's goals for the next five years and how they spend that money.

Mayor Jones asked Mr. Gillie and Norma Brower from Community Development to explain what they have been working on, and Ms. Brower noted they have the COVID bags which have been passed out through the community with the help of the police department. The COVID Readiness Bag includes a face mask, hand sanitizer, a magnet with COVID information and a bottle of water. The COVID Youth Bags, which Laura Ashworth in Economic Development helped design and say, Standing Together Six Feet Apart, include a tee shirt for the child with a matching mask and

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a snack. They were handing those out at various locations including the housing authority, and tomorrow they will hand them out at Big Brothers Big Sisters, Boys and Girls Club and CIC/Head Start; on Friday they will be at Almagro. They have distributed 600 bags so far. If people want a bag, they can call Community Development at 799-5260, they have about 1200 left and have ordered another 2000. Mayor Jones thanked them for what they were doing.

City Manager Ken Larking noted he was very proud of Ms. Brower and Mr. Gillie and others in the Community Development department who have been working, not only during this time, but throughout their entire careers here, trying to build up the community. The City of Danville received a certain amount of CARES Act funds and staff felt it was important that they invest some of those monies into the community to keep them safe. They set aside a certain amount for the bags that were being handed out in communities that needed a little help getting resources. The City decided to earmark a certain amount to help utility customers who have struggled to make payments due to COVID 19; about \$500,000 of the allocation went to that program. Mr. Larking noted he appreciated the work of Ms. Brower, the police department and others to make this happen. Mr. Larking noted Mr. Gillie reminded him that they have set aside funds to help with rental assistance as well. Mayor Jones stated if there were some way to get this information out through the media sources and what people needed to do to go about applying for these funds, noting he appreciated their work.

The **Motion** was carried by the following vote:

VOTE: 8-0-1
AYE: Buckner, Jones, Kushner, Mayo, Miller,
Saunders, Vogler and Whittle (8)
NAY: None
ABSENT: Campbell (1)

APPROVING AND AUTHORIZING THE ACCEPTANCE OF PARCEL IDS #02116 AND #02117 FOR MARKET GARDEN PARK

Council Member Vogler **moved** for adoption of a Resolution entitled:

RESOLUTION NO. 2020-07.19

APPROVING AND AUTHORIZING THE ACCEPTANCE OF REAL PROPERTY IDENTIFIED AS PARCELS 02116 and 02117 FOR CAPITAL IMPROVEMENTS AT MARKET GARDEN.

The Motion was **seconded** by Council Member Buckner and carried by the following vote:

VOTE: 8-0-1
AYE: Buckner, Jones, Kushner, Mayo, Miller,
Saunders, Vogler and Whittle (8)
NAY: None
ABSENT: Campbell (1)

COMMUNICATIONS

City Manager Ken Larking noted he wanted to echo comments made by the Mayor about being appreciative of people who like to come before Council and speak regarding issues of importance to the community. Mr. Larking noted staff and himself were always happy to answer questions,

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listen to concerns and try to help people understand what was going on, why they decide on the things they decide on and how they decide those things. The City Budget was recommended by the City Manager to the City Council; City Council deliberates over it for many months and at the end of the day, they decide to approve the resources that were limited, in the areas they feel best, after deliberation amongst themselves and the public. It was a long process, it was labor intensive and there was a lot that goes into it. They were always happy to discuss concerns with members of the community about what they see in it and he would be happy to do that. Mr. Larking noted his office number was 799-5100 and his email was klarking@danvilleva.gov.

There were no communications from the Deputy City Manager, City Attorney or City Clerk.

Vice Mayor Miller noted Gerald Smith was the new police chief in Richmond, when asked if they should defund the police, his answer was "fund the change." Dr. Miller noted no one doubts that police have had trouble in some communities but it was better to train the police to handle stress and defuse the crisis. It was easy to sit back and criticize the police, watching TV and say they should have done this, they should have done that. Police and other first responders are under tremendous stress, post-traumatic stress syndrome was going up nationwide, and police suicide was at all-time high, more than the number that were killed in the line of duty. For the police station, the City hopes to find a good part of this with the casino resort. The Police Department downstairs was pathetic. A new station will have areas to promote community policing and even have areas to work with disadvantaged, at risk youth; the City needs the police station. The resort casino will have 900 jobs initially with construction, 1300 jobs long term. These jobs have full benefits, and pay above the median salary for Danville. Caesars has plans to hire minorities and they have done that in their other casinos. Dr. Miller noted he did not see how property taxes will go up with the City getting an additional \$34M each year into the Treasury. The casino resort will promote hiring of minorities, it will improve the life of all the citizens and that was what it was all about.

Council Member Saunders noted to Ms. Bobe and Mr. Bennett, many years ago a study was done and it said 70% of all high school graduates, when they leave home, be it college or military, never come back. That was changing, they both were examples of that and Council appreciates that. Mr. Saunders noted all remember the late Elijah Cummings from Baltimore who has passed, they know about the late John Lewis who has gone home, and CT Vivian, all three were in Danville and they knew the City well. Congressman Lewis spoke about Danville in the march on Washington speech. He knew Danville then and he knew Danville now, because he and Mr. Saunders talked about it. Mr. Saunders noted citizens really need to think about all these people who stood up to make the world better regardless of race, color or creed. So much can be said about Congressman Lewis, Mr. Saunders had seen and talked with him many times; he will be missed. Thanks to him for all he did and thanks to everyone for bringing about progress and change in the country. To the citizens, all the city employees, and most especially the law enforcement, thank you for what they did every single day. Mr. Saunders noted he also appreciated the leadership of the City, the City Manager, Deputy City Manager for what they do, and to the Mayor for his leadership.

Council Member Vogler noted to the police department, his thanks for all they do, they have his complete support; the City's police department has done a fantastic job. Some of the issues seen in other localities in America are not being seen here. Mr. Vogler stated he will not support taking one penny away from the Public Safety budget because they do a tremendous job. The numbers in the last couple of years speak to themselves about the job they were doing. Mr. Vogler noted to citizens when they are not able to be socially distanced, please wear their masks. The Director of the CDC just recently said that if everyone in America would wear a mask when they are not able to be socially distanced from people, the country could have this under control in four to six weeks. The country has had challenges, different challenges over time, each time the country stepped up

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to meet that challenge; this was the challenge of their time and hopes citizens will rise up to meet that challenge. When you can't socially distance, please wear a mask.

Council Member Buckner congratulated Ms. Bobe, they look forward to what she will continue to bring to the City; she has been doing a fine job for many years now. Mr. Buckner encouraged people to pick up the phone, check on their neighbors, and make sure they were doing okay. The temperatures were extremely hot; if citizens had older people living around them, make sure they are checked on.

Council Member Kushner commended Mr. Larking for the powerful letter he wrote and sent to the *Register & Bee* that appeared in last Sunday's paper. It was a call to arms to every citizen of Danville to recognize the peril and to do his and her best to help combat the disease locally. He heard today that only 40% of citizens nationwide were wearing masks; that was a sad statistic, the country can do better, it should do better. Mr. Kushner noted he also heard that tens of thousands of lives can be saved if each person accepted their civic responsibility to not only protect themselves but to protect their families and neighbors. Mr. Kushner stated he would like to commend Council for supporting the effort, and thanked Mr. Vogler for his comments.

Mayor Jones noted a friend of his always told him to meet in conversations; this meeting went fast but there were a lot of things discussed. A half a million dollars was there to help people who were struck by the COVID pandemic, to help with utilities; there was rent assistance as well. The School Board Vice Chair spoke about the School Board meeting every Thursday, and retreats on the weekend, for the safety of the children, faculty and staff and the community as a whole. This pandemic has hit home, it was in the community, in the churches and it hurts; people can assume what the outcome was going to be, but they don't know. They ask that everyone that can to adhere to the safety guidelines and wear their masks. Mayor Jones thanked those that attended this evening, if they need to reach out to the City Manager and his staff, he had an amazing team, they have a lot of the answers. Mayor Jones noted he was proud of Ms. Bobe and wished her the best.

The meeting adjourned at: 8:01 p.m.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

July 7, 2020

A Regular Work Session of the Danville City Council convened on July 7, 2020 at 8:07 p.m. in the Council Chambers located on the Fourth Floor of the Municipal Building. Council Members present were: James B. Buckner, Mayor Alonzo L. Jones, Samuel A. Kushner, Barry P. Mayo, Vice Mayor Gary P. Miller, Sherman M. Saunders, J. Lee Vogler, Jr., and Madison J.R. Whittle (8). L.G. "Larry" Campbell Jr. was absent (1).

Staff Members present were: City Manager Ken Larking, Deputy City Manager Earl B. Reynolds, Jr., City Attorney W. Clarke Whitfield Jr., and City Clerk Susan M. DeMasi.

Mayor Jones presided.

MINUTES

Upon **Motion** by Council Member Saunders and **second** by Council Member Mayo, Minutes of the Regular Work Session held on May 21, 2020 and Regular Work Session held on June 2, 2020, were approved as presented. Draft copies were distributed to Council Members prior to the Meeting.

WORK SESSION ITEMS

CONSIDERATION OF APPROVING AND AUTHORIZING THE ACCEPTANCE OF PARCEL IDS #02116 AND #02117 FOR MARKET GARDEN PARK

Assistant City Attorney Ryan Dodson noted at Market Garden on Washington Street, Parks & Recreation recently installed playground equipment. It was not easy to access on that side and Parks & Rec has received feedback about creating a new entrance to the park fronting on Washington to make it easier to get there. Staff has been in discussions with the land owner where it would go through; since he owes some back taxes, he would sign over both lots in exchange for wiping that out, and has also agreed to pay the closing costs.

Council agreed to put this on an upcoming business agenda.

REVIEW OF RIVER DISTRICT PARKING STUDY

Economic Development Project Manager Kelvin Perry introduced Iain Banks from Nelson Nygaard. The City engaged their services to evaluate the parking needs in the River District. They engaged stakeholders in the community to get their feedback to understand what their needs were, their concerns and they now have their findings and recommendations. Mr. Perry noted tomorrow at 8:00 a.m., 12:00 p.m. and 5:30 p.m. they will be at the Pepsi Building for citizens to come and hear about the study, ask any questions and express any opinions. Mr. Banks explained he was from the Washington DC office of Nelson Nygaard, and noted his colleagues were attending on a zoom call, Brynn Leopold from the Boston office and Max Pastore from Rhodeside and Harwell, a landscape and architecture firm who did some analysis on the streetscape elements of the River District. Mr. Banks noted the study was to help the River District to continue to grow, plan for the next ten years, take a look at the patterns of demand, development strategies, support River District commercial and residential development and keep the River District visitors, residents and employees happy.

Parking was tied to business health, economic vitality, pedestrian environment, what happens with development potential, making sure to make the best use of municipal resources and how to spend money on parking. He noted they aspire to a "park once" neighborhood; ideally the City

wants an environment where a person can park once, and walk between different destinations. Mr. Banks reviewed their process of gathering data and public input, counting all the spaces, how many were being used at different times, identified key issues and potential strategies, and developing recommendations and an action plan for the City to move forward with.

The City has 7000 parking spaces within the River District, about half of them, 3700, are privately owned in managed lots for private businesses or residential communities. Most privately owned spaces were reserved for that use and specific user even after business hours, and there were a lot of reserved spaces that typically go unused. Most of the public parking capacity was located off Main Street and Craghead Street; they were the main commercial streets of the River District. Although there were some large surface lots and facilities that have parking available, those locations were not often seen or signed. In terms of the 7000 spaces, about 1700 were on-street and about 5000 are off-street spaces. Most of the on-street inventory was seen around the main core of downtown Main Street as well as along Craghead Street. On Main Street, most of those spaces were either thirty minute or two hour spaces, and there was about two hundred and fifty of those. Outside of Main Street, there were very few time limited spaces. They looked at the how the spaces were utilized on a typical weekday and weekend. During the weekday, they saw the spaces were never really more than one third occupied. A lot were in restricted, off street facilities that were privately owned and not being utilized. They looked at the publicly accessible lots, where anyone could park visiting the River District; that occupancy jumped to about 62%. There was significantly lower weekend demand as the commercial offices were vacant. As a whole, parking very rarely gets above 40% occupied throughout the entire day, from the 8:00 a.m. to 6:00 p.m. period. On the weekend, as expected, that number begins to drop, the area around Craghead Street begins to have a little more occupancy and that was related to use of the Carrington, River Walk Trail and Farmer's Market. Wayfinding and parking signage was an issue, being able to direct drivers to public parking, and making sure they know where some of the underutilized parking garages and lots were. Sidewalk conditions can be constraining in certain areas, and heading up from the River, the slopes were perceived as a barrier. Limited enforcement reduces the on-street turnover and this begins to speak to some of the higher demand seen on Main Street where there was time limited regulations.

There were a lot of parking needs for employees downtown as well. A lack of reserved spaces for employees begins to put pressure on street spaces for people who were coming downtown. Mr. Saunders noted there were about 1100 city employees, where do they park. Mr. Banks noted not all of those were located within the downtown core, a lot were spread out around the City. Those who were based in City Hall, some park in the lot adjacent to City Hall, there was parking on adjacent residential streets which doesn't have time limits, or some in the public lots that were available. Some employees do pay for parking, there was some in a lot adjacent and that was a personal expense. They also have to make sure there were enough spaces for visitors coming to City Hall for business. Most employees working in City Hall were typically there for their eight hour shift and not necessary moving to and fro from the City. If they can potentially move them away from the downtown core, with a safe location to park, that may begin to release some of the spaces downtown for visitors to use. Mr. Banks noted people want cheap, plentiful and convenient parking, but you can't always have all three. The City needs to capitalize on the existing parking options and communicate those better. There were spaces within the periphery of the River District for some of those longer term parkers, downtown employees who were going to be there for eight to ten hours. The Galileo High School lot has about 150 spaces available on a daily basis that weren't being used; that could be a periphery location for long term parkers, particularly City Hall employees. They need to make sure there was education for employees about where some of these additional spaces were that were underutilized. Another recommendation was hiring additional enforcement staff or investing in better technology to

enforce the current regulations. One of the overwhelming things they heard from businesses was either, there were no spaces outside their store on Main Street because people park there for eight hours a day, or they know their employees park along Main Street in those spaces doing the two hour shuffle.

Mr. Banks noted drivers were not always told where they can park; Acree's Parking Garage was a great reuse of the warehouse, but it cannot necessarily be seen until you get to it. Exterior branding of parking was a way to communicate to people where they can and cannot park. Increasing signage to and from off street public parking, both at the pedestrian level as well as the vehicle level will help. The wayfinding signage in the River District could be enhanced with specific parking improvements, and there were different ways to amend signage to provide ADA accessible routes. There were places that were prohibitive to walk surrounding the River District, and unfortunately it costs a lot of money to change sidewalks; some sidewalk paving was not accessible to all pedestrians. The City has done reparation projects to make sure sidewalks were being upgraded to good condition and were following ADA best practices. Some were too narrow to accommodate walking spaces or amenity space. That can be improved as development continues in the River District. Many intersections lack crosswalks or clear warning signage; the City could create more robust crosswalks. Some streets do not have shade or shelter from the sun or the rain; being able to add more canopy or trees to the River District can give it more vibrancy. Mr. Banks noted there was an action plan within the report, a roadmap for implementation of the recommendations.

Mr. Whittle questioned if they were using compact car parking and Mr. Banks noted right now there was not a specific need to do that, but it was a consideration for the future as and when demand needs to do that. Most spaces are typically twenty feet long; most cars nowadays were not that long, cars are getting smaller and they could shrink those spaces. Dr. Miller noted their bike share program was successful but Zagster has withdrawn from Virginia, what was the viability of bike share companies and Mr. Banks stated Zagster has pulled out of a number of cities around the country in light of COVID. There was a continued market and the system was relatively successful in Danville. He would encourage the City to look for another provider.

Council Members thanked Mr. Banks for his presentation.

PROGRAM UPDATE

Mr. Larking noted Senator Kaine visited Danville, they had a good meeting with him and others and covered a number of issues including the Historic Tax Credit Program. They were able to speak to him about the importance of that and what it has done for Danville. Ms. Bobe provided great information and statistics about what was going on in the downtown, reminded them they have had twenty one projects in the downtown that received historic tax credits and were able to be accomplished because of that program. Staff asked the Senator if he would support a bill that was under consideration in Congress to expand the program from 20% to 30% for those credits. Staff also talked to him about the census tract in the Schoolfield area. The City has an application in to adjust that census tract so that certain programs like the New Market Tax programs and others may be available for that area. The City wants to adjust it so that more of the Schoolfield area could be included; right now they were lumped in with Forest Hills which skews the demographics, and was detrimental to redevelopment in parts of the Schoolfield. They discussed Corona Virus funding. Staff had concerns, and Senator Kaine agreed it was a challenge for local governments with the restrictions on the funds that were provided to them. They cannot use them to replace revenue, it has to be used for expenses only; Senator Kaine was going to try and get that lifted.

Mayor Jones asked Mr. Reynolds to discuss the Section 8 housing application. Deputy City Manager Earl Reynolds noted one of the points they were able to make with the Senator was the absence of energy efficiency requirements for Section 8 properties. If someone owns a property and approaches the DRHA to get it certified so they can accept Section 8 tenants, there was an inspection process. That inspection process does not include whether or not the property meets certain energy efficiency guidelines. They see a lot of clients in Social Services whose rent was covered, but they cannot pay the utilities; that was because the properties were not energy efficient. Council hears, the rates were too high, but the heat was going out of the roof creating large utility bills. Mr. Reynolds noted he was pleased staff was able to make that point and believes the Senator will go back and do some further research. Mr. Whittle questioned if owners would get help to make the homes more efficient. Mr. Reynolds noted that was part of the consideration that has been discussed on several committees he has been able to serve on to represent Council with the Virginia Housing Development Authority. One of the key recognitions was if in fact HUD begins to look at that as a key element, that they also need to provide additional incentive through their rent formula.

Mr. Larking noted part of the CARES Act funding the City received can only be used for expenses; staff has been designating some of those funds for various activities. In Utilities, for those customers who were subject to disconnection, they have set aside a certain amount to help those customers pay up or get caught up; they were sharing that with those customers directly. Another expense staff looked at was in a meeting like this, where they want to be open to the public, but socially distanced, he and staff have discussed outfitting a few of the rooms, including Chambers, so it was better utilized for the public to see how they were conducting government business. Staff will be upgrading Chamber's technology, the technology in the Council Conference Room and the conference room on the second floor. Mr. Larking explained the first \$3.5M the City received from CARES Act Funding was supposed to be spent by the end of this calendar year; he believes, the Governor will be releasing additional funds after that. The hope was that Congress will change some of the rules on how it could be used so that it could be used for replacing lost revenue, which for local governments was the biggest cost impact for them.

Mr. Larking stated he sent an email earlier to Council about getting help from the people who did the City's multi-year financial plan, to help guide them through soliciting citizen feedback on how to use potential new revenue associated with casino gaming, should it be approved by the citizens. That company had looked at the City's needs, resources and ways the City could be investing in the community to help with economic sustainability. Mr. Larking noted the Danville Regional Foundation has agreed to pay half of the cost.

ECONOMIC DEVELOPMENT UPDATE

Economic Development Project Manager Kelvin Perry stated that activity in the River District was still active. Links Café has gone under new management and they will be looking to expand their space. Mr. Perry noted it was announced on their Facebook page that Nana Karen's Kitchen will be occupying the Main Street Coffee Emporium space sometime in September; the Economic Development office will be working with them. Both of those businesses have taken advantage of some of the programs the City has offered through their office. Staff has been talking with Ma's Cakes and thinks they will be doing something in the City soon. In response to Mayor Jones, Mr. Perry noted Vintages' Boutique came through their office; they have been in business for the last eight years with a very loyal following. It was a great match for them to locate in the River District, and will bring more foot traffic to North Union Street.

COMMUNICATIONS

Mr. Whittle noted the City spent a lot of time on the River District and it was going very well. With the referendum, it was his hope that it went through. That means it was going to boom from here to Schoolfield. Danville was in a very good position right now, and it was his hope with referendum, it will improve the schools, hospital, all the City.

CLOSED MEETING

At 9:30 p.m., Vice Mayor Miller **moved** that this meeting of the City Council of the City of Danville, Virginia be recessed and that Council immediately reconvene in a Closed Meeting for the following purposes: an Economic Development discussion and update concerning prospective business or industry where no previous announcement has been made and/or the expansion of an existing business or industry where no previous announcement has been made as permitted by Subsection (A)(5) Section 2.2-3711 of the Code of Virginia, 1950, as amended and more specifically to consider: the location and planning of multiple businesses interested in locating or expanding in the River District as well as the discussion and an update on multiple industrial prospects interested in locating to industrial sites within the City and the Region; and Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel as permitted by Subsection (A)(8) of Section 2.2-3711 of the Code of Virginia, 1950 as amended and more specifically to consider changes to certain City facilities and discussion of contractual issues with a local business.

The Motion was **seconded** by Council Member Buckner and carried by the following vote:

VOTE: 8-0-1
AYE: Buckner, Jones, Kushner, Mayo, Miller,
Saunders, Vogler, and Whittle (8)
NAY: None
ABSENT: Campbell (1)

Upon unanimous vote at 10:10 p.m., Council reconvened in open session and Vice Mayor Miller **moved** for adoption of the following Resolution:

CERTIFICATE OF CLOSED MEETING

WHEREAS, the Council convened in Closed Meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Freedom of Information Act; and

WHEREAS, Section 2.1-344.1 of the Code of Virginia, 1950, as amended, requires a Certification by the Council that such Closed Meeting was conducted in conformity with Virginia Law;

NOW, THEREFORE, BE IT RESOLVED that the Council hereby certifies that, to the best of each Member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements of Virginia Law under Section 2.2-3711 were heard, discussed or considered, and (ii) only such public business matters as were identified in the Motion by which the Closed Meeting was convened were heard, discussed or considered by the Committee.

The Motion was **seconded** by Council Member Buckner and carried by the following vote:

VOTE: 8-0-1
AYE: Buckner, Jones, Kushner, Mayo, Miller,

July 7, 2020

NAY: Saunders, Vogler, and Whittle (8)
None
ABSENT: Campbell (1)

ADJOURNED: 10:12 P.M.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

DRAFT

Council Letter

City of Danville, Virginia



CL-2370

Consent Agenda B.

City Council Regular Meeting

Meeting Date: 08/18/2020

Subject: Casino Revenue Study

From: Cynthia Thomasson, Budget Director

COUNCIL ACTION

First Reading: 08/04/2020

Final Adoption: 08/18/2020

SUMMARY

The Danville Regional Foundation (DRF) has approved \$37,187.50 to pay for one half of the total cost of \$74,375 to hire outside expertise to guide a process for how the City should best invest possible new revenues generated from a casino gaming development, should the voters approve an expected referendum in November. The local share is to be funded from reprogrammed funds in Economic Development's budget for the Schoolfield Study.

Staff is not requesting any additional appropriation of funds for this project.

BACKGROUND

It is expected that there will be a referendum in November for the citizens of Danville to vote on allowing a casino to operate within the City limits. Following several months of due diligence, a competitive process for selection of a preferred casino gaming operator, and months of negotiation with Caesars Entertainment, the City is expected to generate significant increases in revenue, should voters approve the referendum. In order to make sure the City uses these funds in ways that will most positively impact progress on City Council's identified focus areas of improving education, reducing crime, and growing the City, staff has engaged the assistance of independent expertise to guide a community-driven process to identify opportunities for investment.

PFM was the firm that created the City's multi-year financial plan two years ago. That plan identified a number of cost savings and revenue enhancing measures aimed at closing the long-term fiscal gap and to have funds left over to make strategic investments.

RECOMMENDATION

It is proposed that City Council adopt the attached ordinance appropriating the DRF funding.

Attachments

Ordinance

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2020 - _____._____

AN ORDINANCE AMENDING THE FISCAL YEAR 2021 BUDGET APPROPRIATION ORDINANCE BY INCREASING REVENUES FROM DANVILLE REGIONAL FOUNDATION IN THE AMOUNT OF \$37,187.50 FOR THE STUDY ON THE USE OF POTENTIAL CASINO REVENUE AND APPROPRIATING THE SAME.

WHEREAS, Danville Regional Foundation (DRF) recognizes the importance of the maximizing the potential revenues which can be generated if the referendum on Casinos is approved by the voters in November; and

WHEREAS, DRF is providing a \$37,187.50 grant to the City of Danville, to be used as part of the City's study on potential revenues from the operation of a casino in Danville.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Danville, Virginia, that the Fiscal Year 2021 Budget Appropriation Ordinance be, and the same hereby is, amended, by increasing revenues in the Economic Development Fund for the receipt of a grant from DRF, such revenue and appropriation to be as follows:

ANTICIPATED REVENUE

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Economic Development Fund: Casino Revenue Study Danville Regional Foundation	61610000-43640	<u>\$37,187.50</u>

ANTICIPATED EXPENDITURES

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Economic Development Fund Casino Revenue Project	61610999-50	<u>\$37,187.50</u>

AND BE IT FURTHER ORDAINED that a flexible budget is hereby authorized whereby appropriations may be increased to the extent that actual revenues from the DRF and other sources exceed the original revenue estimate; and

BE IT FINALLY ORDAINED that all other accounts and provisions of the Fiscal Year 2021 Budget Appropriation Ordinance, as amended, not hereby amended, shall continue in full force and effect unless and until hereafter further amended or repealed.

APPROVED:

MAYOR

ATTEST:

CLERK

Approved as to
Form and Legal Sufficiency:

CITY ATTORNEY

Council Letter

City of Danville, Virginia



CL-2357

Consent Agenda C.

City Council Regular Meeting

Meeting Date: 08/18/2020

Subject: Creative Communities Partnership Grant

From: William Sgrinia, Director of Parks, Recreation & Tourism

COUNCIL ACTION

First Reading: 08/04/2020

Final Adoption: 08/18/2020

SUMMARY

In the past, the City of Danville has participated in the Creative Communities Partnership Grant, formerly known as the Local Government Challenge Grants program, through the Virginia Commission for the Arts. The City has received notification from the Commission that a grant of \$4,500 has been awarded for Fiscal Year 2021.

BACKGROUND

The local match of \$5,000 has been provided in the Fiscal Year 2021 Budget, General Fund Support Grants account. With these funds, assistance is provided to local arts organizations. Some of the local groups that have been assisted under this program over the years include: the Danville Area Choral Arts Society, Danville Art League, Danville Concert Association, Danville Museum of Fine Arts and History and the Danville Symphony Orchestra. The advertising for availability of funding and the submittal for funding requests will begin immediately. A public notice will be advertised in the Danville *Register and Bee* on Sunday, August 30, 2020, soliciting applications. Agencies listed above will be sent letters advising them of the funding opportunity and informing them that they must complete an application. The applications are due back to the City no later than October 1, 2020. City staff reviews the applications and makes award recommendations to a local arts grant task force, who vote on the final awards. Award recipients are notified by letter of their grant amount, and the funds must be spent prior to June 30, 2021.

RECOMMENDATION

It is recommended that City Council adopt the accompanying Ordinance providing funds for a Creative Communities Partnership Grant from the Virginia Commission for the Arts, and the required share.

Attachments

Ordinance

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2020 _____._____

AN ORDINANCE AMENDING THE FISCAL YEAR 2021 BUDGET APPROPRIATION ORDINANCE TO PROVIDE FOR A VIRGINIA COMMISSION FOR THE ARTS GRANT IN THE AMOUNT OF \$4,500, AND TO PROVIDE FOR THE LOCAL SHARE IN THE AMOUNT OF \$5,000 FOR A TOTAL GRANT OF \$9,500.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Danville, Virginia, that the Fiscal Year 2021 Budget Appropriation Ordinance be, and the same is hereby, amended by increasing revenues for a grant in the amount of \$4,500 from the Commonwealth of Virginia, Virginia Commission for the Arts, and the local share of the grant in the amount of \$5,000, all for its support of local arts, such funds to be appropriated in the Special Grants fund and to be as follows:

ANTICIPATED REVENUES

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Virginia Commission for the Arts Categorical Aid—State	60139000-47520	\$ 4,500
Transfer from General Fund	60139000-6101	<u>5,000</u>
	TOTAL	<u>\$ 9,500</u>

ANTICIPATED EXPENDITURES

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Virginia Commission for the Arts	60139999-50	<u>\$ 9,500</u>

AND BE IT FURTHER ORDAINED that all other accounts and provisions of the Fiscal Year 2021 Budget Appropriations Ordinance, as amended, not hereby amended, shall continue in full force and effect unless and until hereafter further amended or repealed.

APPROVED:

MAYOR

ATTEST:

CLERK

Approved as to
Form and Legal Sufficiency:

CITY ATTORNEY

Council Letter

City of Danville, Virginia



CL-2382

Appointments A.

City Council Regular Meeting

Meeting Date: 08/18/2020

Subject: Appointments to Boards and Commissions

From: Susan M. DeMasi, City Clerk

COUNCIL ACTION

Business Meeting: 08/18/2020

SUMMARY

Consideration of Appointments to the Following Boards and Commissions:
Council Letter Number CL - 2382.

1. Commission on Architectural Review.
2. Community Improvement Council.
3. Planning Commission.

Attachments

Resolutions

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2020 – ____ . ____

**A RESOLUTION REAPPOINTING ROBERT STOWE AS A MEMBER OF THE
COMMISSION OF ARCHITECTURAL REVIEW.**

BE IT RESOLVED by the Council of the City of Danville, Virginia, that Robert Stowe be, and he is hereby reappointed as a member of the Commission of Architectural Review for a five year term commencing September 1, 2020 and ending August 31, 2025.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2020 – ____ . ____

A RESOLUTION APPOINTING JACKSON WELLER AS A MEMBER OF THE COMMISSION OF ARCHITECTURAL REVIEW TO FILL THE UNEXPIRED TERM OF SEAN DAVIS.

BE IT RESOLVED by the Council of the City of Danville, Virginia, that Jackson Weller be, and he is hereby appointed as a member of the Commission of Architectural Review to fill an unexpired term ending August 31, 2022.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2020 – ____ . ____

**A RESOLUTION REAPPOINTING TYRELL PAYNE AS A MEMBER OF THE
COMMUNITY IMPROVEMENT COUNCIL.**

BE IT RESOLVED by the Council of the City of Danville, Virginia, that Tyrell Payne be, and he is hereby reappointed as a member of the Community Improvement Council for a two year term commencing September 1, 2020 and ending August 31, 2022.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2020 – ____ . ____

**A RESOLUTION APPOINTING KALIL KHAN AS A MEMBER OF THE
PLANNING COMMISSION TO FILL THE UNEXPIRED TERM OF BRUCE WILSON.**

BE IT RESOLVED by the Council of the City of Danville, Virginia, that Kalil Khan be, and he is hereby appointed as a member of the Planning Commission to fill an unexpired term ending December 31, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Council Letter

City of Danville, Virginia



CL-2383

New Business A.

City Council Regular Meeting

Meeting Date: 08/18/2020

Subject: Review of General Fund Financial Statements as of June 30, 2020

From: Michael Adkins, Director of Finance

COUNCIL ACTION

Business Meeting: 08/18/2020

SUMMARY

A brief report will be given on the City's preliminary June 30, 2020 statements for the General Fund. Financial statements are included.

Attachments

Financial Statements



To: Ken F. Larking, City Manager

From: Michael L. Adkins, Director of Finance

Date: August 7, 2020

Subject: Summary of Preliminary General Fund Financial Results for June 30, 2020

The accompanying June 30, 2020 financial statements are preliminary and unaudited. Many of the year-end closing entries are dependent upon third-party reports from actuaries, insurance administrators, and others. We still have several outstanding items to prepare and post, but we believe all material items are recorded at this time. As you review the financial statements, please be mindful that some balances will change. Despite the outstanding items, the financial statements presented here should give a good indication of General Fund financial performance for FY 2020.

Unaudited results for the fiscal year ended June 30, 2020, show revenues to be under budget at 99.1%, reflecting a 2.8% increase or \$3 million over the prior year. Revenue exceeded budgeted collections in property taxes, and investment earnings and recovered costs. Expenditures show a positive budget variance, totaling \$107 million compared to the original budget of \$112.6 million. Vacancy savings in all departments contributed to this variance along with a significant positive variance in the City's group health insurance expenses. These positive budget variances have resulted in surplus revenues of \$3.3 million, a portion of which will add to our unassigned fund balance.

Current real estate tax revenue amounted to approximately \$18 million at June 30, which represents 101% of the FY 2020 budget. This is \$1.1 million more than the prior fiscal year. Delinquent real estate collections performed fairly well compared to budget with about \$842,000 thousand (90%) realized for FY 2020. The City was only able to conduct one delinquent parcel auction this year due to the COVID-19 pandemic. Current personal property tax collections were slightly behind budget with collections through June 30 amounting to over \$13.1 million or 99.2% of budget. This is a \$9,000 decrease from FY 2019. Collection of delinquent personal property totaled \$988,000 surpassing the budget of \$684,000. Earlier this year, the City announced that delinquent personal property accounts would be turned over to our outside collection agency. This appears to have generated increased collections.

Local taxes collected through June 30, 2020 were \$27,101,366 or 97.7% of budget and slightly behind FY 2019 collections by \$96,949. Sales tax collections through June amounted to \$8,720,752 or 95% of budget, a decrease of \$208,378 from last year. This decrease was caused by a one-time deduction on the state level, resulting from an allocation error by a business with locations in the City and adjacent localities. Sales tax

revenue will be adjusted later this month once revenue from June sales is received, but should not be materially different from the estimate that is included in our current totals. Meals taxes collected for the fiscal year amounted to \$8,150,293 or 97% of budget, a decrease of \$328,163 from last year. Business Licenses, realized at the end of June were \$5,237,591, a decrease of \$4,897 from the prior year and 100.7% of budget. Bank stock tax completed the fiscal year ahead of the prior year by \$37,388 and is 113% of budget. Lodging taxes received as of June 30, were \$1,363,412 or 90% of budget, an increase of \$256,077 from the prior year, and indicative of the rate increase from 7% to 8%, as well as the new daily occupancy tax. All other revenue categories performed well during the year with almost every category being at or ahead of budget. Lost revenue due to the pandemic was notable through June 30, but not severe. Meals tax and Lodging taxes combined were about \$400,545 behind budget at June 30.

Unaudited expenditures at this point amount to \$107,285,911 or 90.3% of budget. This is an increase of \$105,523 as compared to June 2019, primarily resulting from the assumption of Customer Service expenses that were moved to the General Fund this year, offset by decreases in transfers to other funds and capital projects as well as savings realized in Non-departmental for health insurance. Departmental expenditures remained less than expected, currently at 93% of budget, primarily due to curtailed spending in the fourth quarter because of the pandemic. FY 2020 expenditures show an increase of \$2.2 million over the prior year with budgeted increases in essentially every department. The largest increases occurred in general government and public safety and are attributed to the purchase of police vehicles, overtime and (reimbursed) extra pay, medical supplies in the City Jail, health services for adult detention, increased support of the Danville Life Saving Crew, and the pay study. Included in the increase in general government expenditures is \$1,452,000 from the merger of Customer Service (formerly accounted for within Utilities) with Collections. The merged division is a component of the Finance Department and is known as Customer Accounts. Recoveries from the Utility Funds for billing and customer service functions offset this increased cost. The increase in non-departmental expenses is primarily due to the operation of the employee health clinic in addition to an increase in debt service requirements. The health clinic began operations near the end of fiscal year 2019, with fiscal year 2020 as the first full year of service.

Total General Fund revenues currently exceed expenditures by \$3,301,114. Unassigned fund balance at June 30, 2020, is currently \$33.1 million as compared to \$31 million at June 30, 2019. The Finance Department worked with our independent auditors from Brown Edwards & Company in May on preliminary FY 2020 audit work. The auditors will return in early September to complete their final fieldwork. As the Finance Department completes the year-end closeout process, I will keep you informed of our progress and any significant changes to the preliminary FY 2020 results.

CITY OF DANVILLE, VIRGINIA
GENERAL FUND REPORT
100% OF YEAR LAPSED AS OF JUNE 30, 2020
****PRE-CLOSING FIGURES - SUBJECT TO CHANGE - UNAUDITED****

	Budgets & Appropriations For Current Year	Actual Revenues & Expenditures For Year-to-Date	Percent Realized/Expended This Year	Encumbrances	Balance to be Realized/Expended	Actual Revenues & Expenditures At This Date Last Year
REVENUES:						
Property Taxes	\$ 33,665,230	\$ 34,153,994	101.45%		\$ (488,764)	\$ 33,311,246
Other Local Taxes	27,731,725	27,101,366	97.73%		630,359	27,198,315
License Permits & Privilege Fees	228,970	245,570	107.25%		(16,600)	221,482
Fines & Forfeitures	344,050	312,063	90.70%		31,987	386,050
Revenue From Use Money & Property	1,599,748	1,901,526	118.86%		(301,778)	2,186,048
Charges For Services	3,477,950	3,091,826	88.90%		386,124	3,262,185
Miscellaneous Revenue	65,350	116,523	178.31%		(51,173)	71,798
Recovered Cost	8,672,487	8,802,466	101.50%		(129,979)	6,790,628
Non-Categorical Aid	5,776,420	5,776,289	100.00%		131	5,724,463
Shared Expenses (Categ. Aid State)	5,174,940	5,064,609	97.87%		110,331	4,917,972
Categorical Aid (State)	9,471,556	8,628,386	91.10%		843,171	8,641,967
Emergency Services (Federal)	27,020	27,013	99.97%		7	15,166
Categorical Aid (Federal)	19	12,394	65645.55%		(12,375)	27,013
Transfers From Utilities	15,353,000	15,353,000	100.00%		(0)	14,848,000
Transfers From Other	-	-	0.00%		-	-
TOTAL REVENUES	\$ 111,588,465	\$ 110,587,025	99.10%		\$ 1,001,440	\$ 107,602,332
EXPENDITURES:						
General Government Administration	\$ 10,972,812	\$ 9,952,917	90.71%	\$ 177,730	\$ 842,165	\$ 8,203,056
Judicial Administration	7,482,341	7,111,997	95.05%	18,358	351,986	6,854,924
Public Safety	31,502,298	30,822,258	97.84%	103,818	576,221	30,187,527
Public Works	4,562,752	4,157,059	91.11%	35,583	370,109	4,128,161
Health, Education, Welfare & Soc. Svc.	9,198,708	7,828,563	85.11%	44,285	1,325,861	8,075,138
Parks, Recreation & Cultural	5,211,959	4,425,760	84.92%	40,403	745,796	4,578,819
Community Development	2,321,388	2,131,699	91.83%	66,187	123,502	2,163,384
Non-Departmental	12,473,236	11,121,851	89.17%	-	1,351,385	11,075,063
Transfer to Schools - Operating	28,464,866	23,249,551	81.68%	1,426,907	3,788,407	23,124,395
Transfer to Capital Projects	2,674,930	2,674,930	100.00%	-	-	4,694,960
Transfer to Other Funds	3,844,457	3,809,326	99.09%	-	35,131	4,094,959
TOTAL EXPENDITURES	\$ 118,709,746	\$ 107,285,911	90.38%	\$ 1,913,272	\$ 9,510,564	\$ 107,180,388
Revenue over(under) Expenditures		\$ 3,301,114				\$ 421,944
FUND BALANCE:						
Beginning Fund Balance 07/01/2019		\$ 39,940,514				\$ 39,518,570
Revenue over(under) Expenditures		3,301,114				421,944
Ending Fund Balance 06/30/2020		\$ 43,241,628				\$ 39,940,514
Composition of Fund Balance:						
Reserved for Encumbrances/Designated Funds		\$ 10,163,131				\$ 8,946,285
Unassigned		33,078,497				30,994,229
TOTAL FUND BALANCE 06/30/2020		\$ 43,241,628				\$ 39,940,514

City of Danville, Virginia
Summary of Other Local Tax Revenues - PRE-CLOSING - UNAUDITED
For the period ending June 30, 2020

Description	Current Budget	Revenue Realized	Percentage Realized	Prior Year Budget	Prior Year Realized	Percentage Prior Year
Sales Tax	\$ 9,150,000	\$ 8,720,752	95.31%	\$ 8,850,000	\$ 8,929,130	100.89%
Business Licenses	5,200,000	5,237,591	100.72%	5,200,000	5,242,488	100.82%
Meals Tax	8,400,000	8,150,293	97.03%	8,240,000	8,478,457	102.89%
Utility Taxes	975,000	936,355	96.04%	963,000	960,242	99.71%
Vehicle License Fees	990,000	1,038,422	104.89%	1,000,000	973,801	97.38%
Bank Stock Tax	900,000	941,431	104.60%	800,000	904,043	113.01%
Recordation Tax	195,000	264,264	135.52%	200,000	157,855	78.93%
Hotel Motel Tax	1,514,250	1,363,412	90.04%	960,000	1,107,335	115.35%
Daily Property Rental Tax	18,400	13,209	71.79%	18,000	13,374	74.30%
Motor Vehicle Tax	150,000	162,703	108.47%	150,000	175,250	116.83%
DMV Fees	239,075	272,934	114.16%	220,000	256,340	116.52%
TOTAL	\$ 27,731,725	\$ 27,101,366	97.73%	\$ 26,601,000	\$ 27,198,315	102.25%

**CITY OF DANVILLE, VIRGINIA
GENERAL FUND
COMPOSITION OF FUND BALANCE
PRELIMINARY - AS OF JUNE 30, 2020**

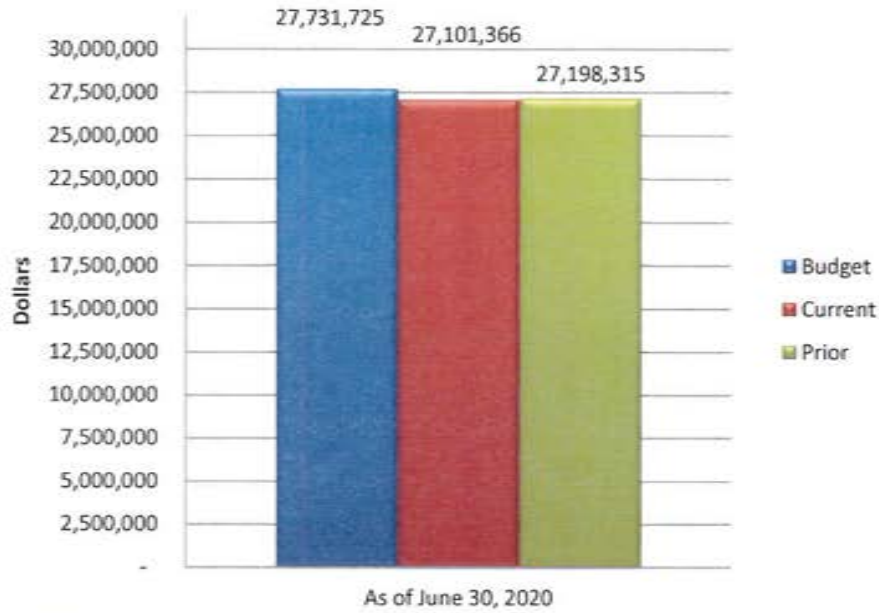
Beginning Total Fund Balance, July 1, 2019	39,940,514.00
Add: General Fund Revenues	110,587,024.51
Deduct: General Fund Expenditures	<u>(107,285,910.62)</u>
Ending Total Fund Balance June 30, 2020	<u><u>43,241,627.89</u></u>

Composition of Fund Balance:

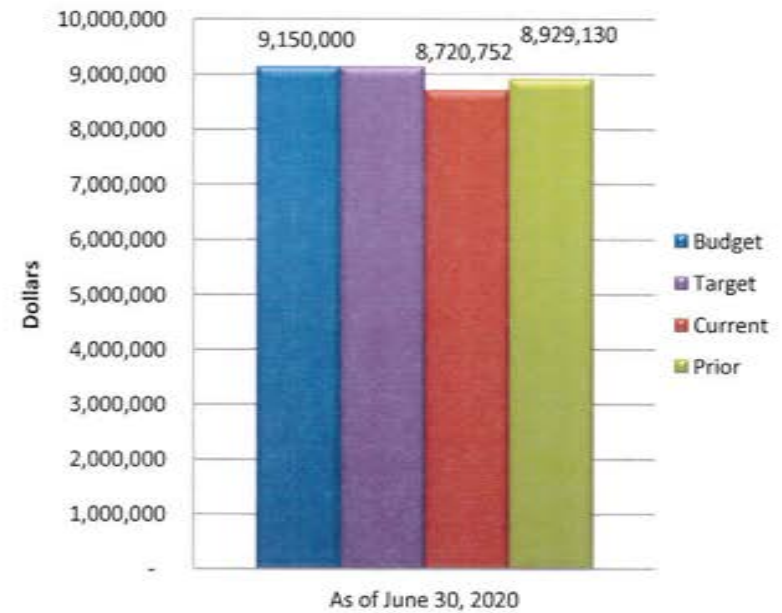
Restricted for Commonwealth Attorney*	103,588.56
Restricted for Police Department*	16,903.21
Restricted for Fire Department*	83,668.68
Committed for Sheriff's Department*	2,966.49
Committed to Schools	3,814,751.71
Committed to Budget Stabilization	3,000,000.00
Assigned to Sheriff's Department*	27,198.85
Assigned for Encumbrances	1,913,271.83
Nonspendable (Inventory and Prepaids)	1,200,781.89
UNASSIGNED	<u>33,078,496.67</u>
Total Fund Balance, June 30, 2020	<u><u>43,241,627.89</u></u>

Unassigned fund balance from above	33,078,496.67
Unassigned Minimum per policy (20% of General Fund Operating Revenues) based on FY 2020 budget	<u>22,317,692.99</u>
Current surplus (deficit) over (under) minimum	10,760,803.68

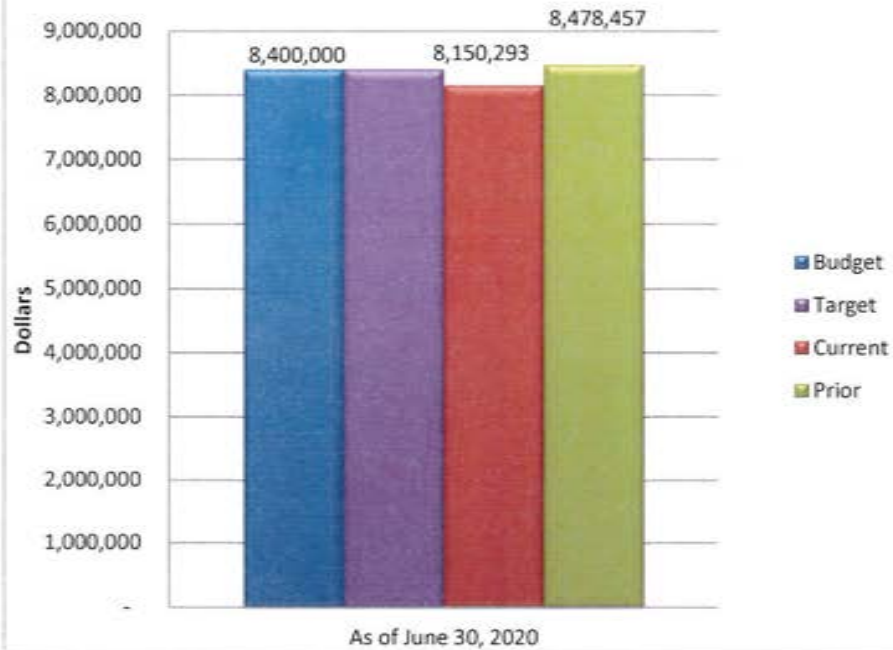
Local Taxes



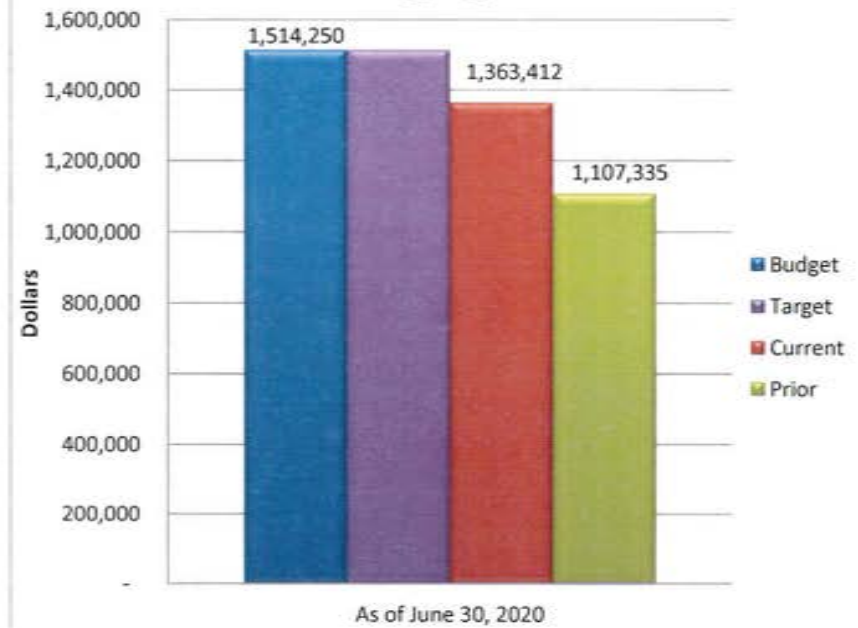
Sales Tax

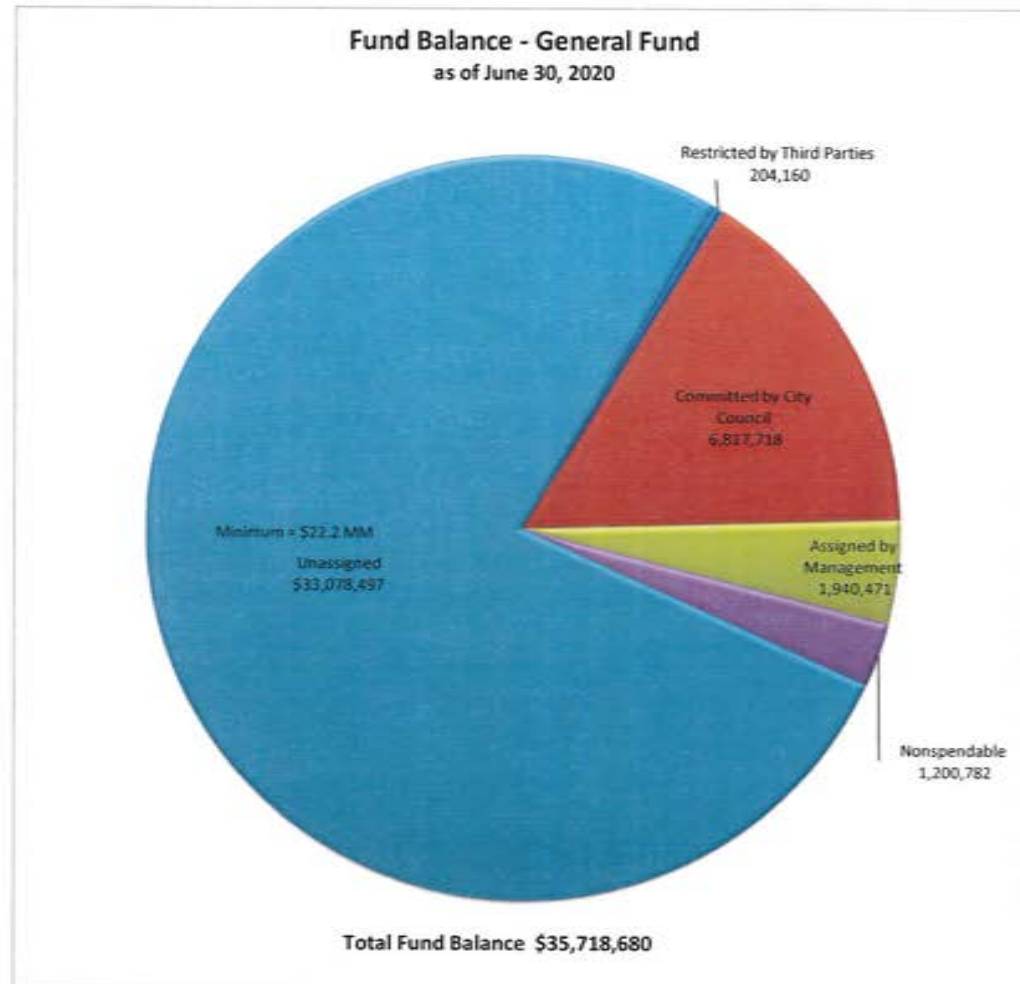
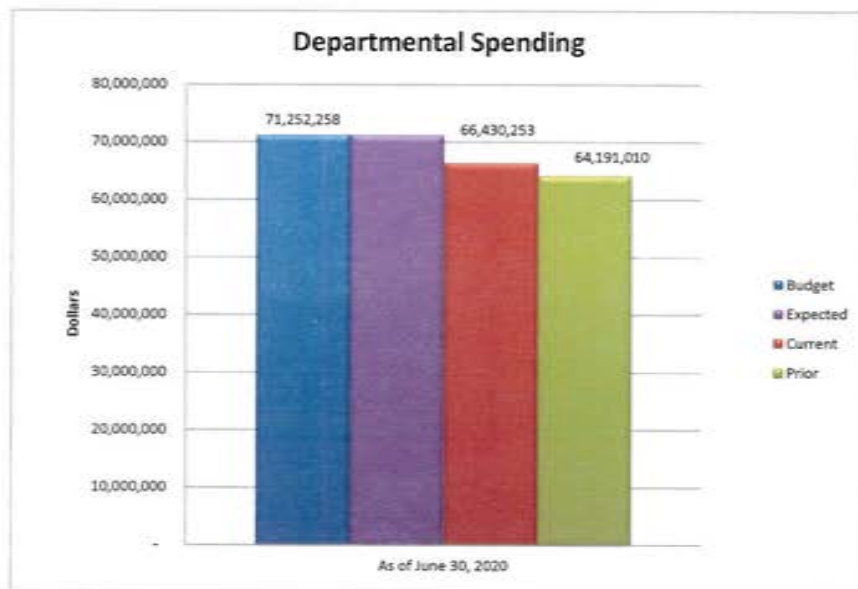
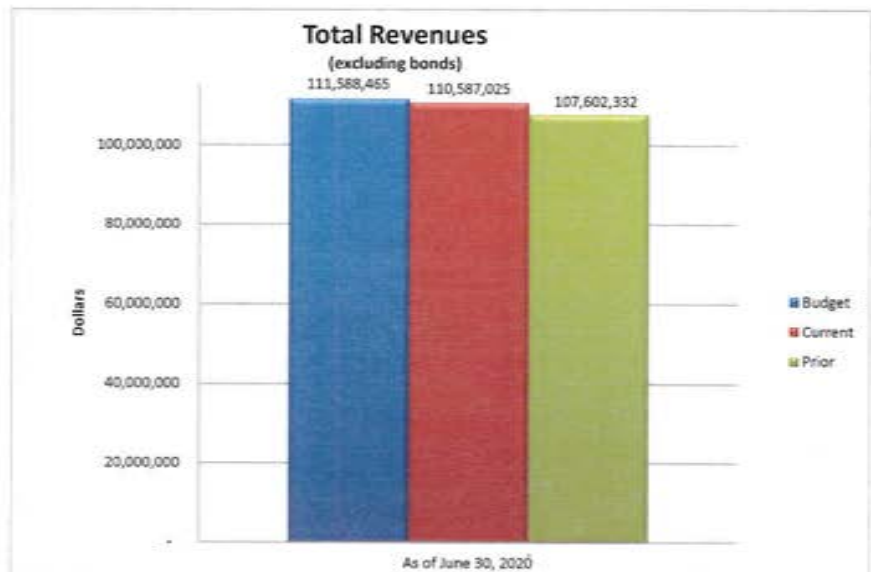


Meals Tax



Lodging Tax





Council Letter

City of Danville, Virginia



CL-2356

New Business B.

City Council Regular Meeting

Meeting Date: 08/18/2020

Subject: Radio Access License

From: W. Clarke Whitfield, Jr., City Attorney

COUNCIL ACTION

Business Meeting: 08/18/2020

SUMMARY

The City is entering into a contract to receive radio services to benefit employees. In order to fulfill the contract, the contractor requires a license to access City property and install radio equipment.

BACKGROUND

The City needs to renew a contract with GCSEAC, Inc., for radio equipment services they already provide. In Virginia, local city councils must approve, by resolution, any access license or similar right of the contractor to enter City property. By passing this resolution, GCS may fulfill the contract.

RECOMMENDATION

City staff recommends approval of the attached resolution granting a five-year license to GCS.

Attachments

Resolution

Agreement

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2020-____.____

A RESOLUTION AUTHORIZING AN ACCESS LICENSE ON CERTAIN CITY-OWNED REAL PROPERTY FOR THE PROVISION OF RADIO SERVICES.

WHEREAS, the City owns certain real property identified as 1427 Goodyear Boulevard (PIN #75876) and 114 Third Avenue (PIN #05013) within the City of Danville and 2884 Tudor Orchard Road (PIN #4812-18) within Patrick County, Virginia; and

WHEREAS, the City desires to enter into a contract to receive radio services for necessary equipment utilized by City employees in the performance of their jobs; and

WHEREAS, GCSEAC, Inc., has been awarded the contract to provide such services and now needs a license from the City to access the real property and temporarily install equipment in order to perform the contract.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Danville, Virginia, pursuant to Sections 15.2-1800 and 15.2-1813 of the Code of Virginia 1950, as amended, and in consideration of the public hearing this day held by Council, that the City grants an Access Agreement License with GCSEAC, Inc., in the form substantially attached hereto, for the real estate identified as City Parcel Numbers 75876 and 05013 within the City of Danville and Parcel Number 4812-18 within Patrick County, Virginia for a period of five (5) years, or the duration of the contract, whichever is shorter; and

BE IT FINALLY RESOLVED that the City Manager, Kenneth F. Larking, be, and he is hereby authorized to execute on behalf of the City any and all documents as may be necessary to effect such license with the GCSEAC, Inc.

APPROVED:

MAYOR

ATTEST:

CLERK

Approved as to
Form and Legal Sufficiency:

CITY ATTORNEY

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this “**Agreement**”) made this ____ day of _____, 20__ (the “**Effective Date**”), by and between GCSEAC, INC., a Virginia corporation (“**GCS**”) and the City of Danville, Virginia, (the “**City**”).

WHEREAS, pursuant to certain previously executed instruments, documents, and/or verbal agreements made by and between the City and GCS, the City has contracted GCS to provide radio and telecommunications services (the “**Services**”) for the City and its agencies and employees.

WHEREAS, the City has agreed to allow GCS to install equipment upon and use structures (the “**Towers**”) located and erected upon certain sites and/or properties owned and/or used by the City for its communications needs (the “**Properties**”) as more specifically set forth herein.

WHEREAS, in order to enable GCS’s provision of the Services, GCS and the City desire to provide for the terms and conditions of GCS’s access to the Properties as more specifically set forth herein.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth to be performed by the parties hereto, it is agreed by and between GCS and the City as follows:

1. **THE PROPERTIES.** The Properties to which this Agreement applies are as follows:

Jenny Lane Site (PIN #75876)
1427 Goodyear Boulevard
Danville, VA 24541

Third Avenue Site (PIN #05013)
114 Third Avenue
Danville, VA 24541

Bull Mountain Site (PIN #4812-18)
2884 Tudor Orchard Road
Stuart, VA 24171

This description of the Properties includes the underlying land and all improvements located thereon, including but not limited to any and all Towers, buildings, and temporary structures, and applies to each separate location individually and collectively.

2. **GRANT OF ACCESS; TERM.** The City grants to GCS during the Term, a revocable license for entry, over, under, across, and through the Properties, together with all rights of access, ingress, and egress for the purpose of permitting GCS and its contractors to design, construct, install, operate, maintain, upgrade, repair, replace, and remove equipment necessary for provision of the Services, provided that any and all work or improvements are first improved by the City. GCS agrees to provide site plans and blueprints to the City upon request. This license includes access to the Towers, any associated equipment, and any associated buildings. GCS shall also be allowed to install and maintain microwave dish antennas on the Towers at any and all of the Properties. The City shall use commercially reasonable efforts to also provide to GCS, without charge, adequate space, including without limitation, space for a locking cabinet and/or open frame rack in a location with stable temperatures, and clean power for performance of the

Services, provided such space is available and not intended to be dedicated for a planned future use by the City. The term of this Agreement commences on the Effective Date and, unless terminated earlier by mutual written agreement of the Parties, shall continue in full force and effect for the longer of (i) a period of 5 years, (ii) for so long as the City continues to purchase and receive Services from GCS (the “**Term**”). Notwithstanding anything contained in this Agreement, provided GCS is not in default under the Agreement, GCS shall have the right to continue to provide its service obligations under any existing service agreements with the City through the duration of any service agreements terms and renewal periods.

3. **CITY REPRESENTATIONS & WARRANTIES.** The City hereby represents and warrants that as of the Effective Date, the City is either the legal and equitable fee simple owner of the Properties, is a lessee of the Properties, or otherwise has property rights to the Properties. In any event, the City affirms that the City has the authority to execute this Agreement and neither the execution of nor the performance under this Agreement shall cause the City to be in violation of any agreement, instrument, contract, law, rule or regulation by which the City is bound.

4. **MAINTENANCE.**

a. GCS will **(A)** maintain, repair, and operate its equipment in accordance with applicable laws and generally accepted industry standards and **(B)** repair and restore all portions of the Properties damaged by GCS (damages not caused by GCS excepted) to its condition immediately prior to such damage. GCS’s provision of the Services shall comply with all applicable laws and regulations.

b. The City shall keep and maintain the Properties in such condition as to permit GCS’s continued usage thereof as contemplated in this Agreement. The City shall not permit non-emergency interference with GCS’s provision of the Services to the Properties.

5. **NO WARRANTIES; LIMITATION OF LIABILITY.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, BOTH PARTIES MAKES NO REPRESENTATIONS OR WARRANTIES--EXPRESS OR IMPLIED--REGARDING THE REAL ESTATE OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED BY GCS AND WAIVED BY THE CITY TO THE EXTENT NOT PROHIBITED BY LAWS. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

6. **RELOCATION.** In the event either the City or GCS desire to relocate equipment provided by GCS during the Term, such desiring party shall send a written request to relocate said equipment to the other party. The non-requesting party shall respond to such request to relocate, in writing, within ninety (90) days of receiving such relocation request. If the parties agree to relocate said equipment, then this Agreement shall be amended to reflect the same. Both the City and GCS hereby expressly acknowledge and agree that the party requesting the relocation shall be responsible for the all costs and expenses of the other party, including, but not limited to, engineering and contractor fees, and reasonable attorneys’ fees, incurred in connection with relocating said equipment.

7. **UTILITIES.** The City shall provide and pay for the AC electrical power and generator power necessary for the provision of the Services as set forth under the separate agreements entered into between the City and GCS.

8. **DEFAULT; REMEDIES.**

a. **Material Breaches.** The following shall constitute material breaches of this Agreement: (i) a party materially breaches or fails to meet or perform any material representation, warranty, covenant or other obligation contained in this Agreement and then fails to cure such matter within 30 days after receiving notice from the other party that details the breach in a manner sufficient to permit its cure, unless such breach is not reasonably curable within such period, in which case the breaching party shall not be deemed to be in breach so long as it has commenced a cure within such period and diligently pursues such cure to completion; (ii) a party becomes a debtor in a bankruptcy proceeding or similar action or proceeding that is not permanently dismissed within 60 days; or (iii) a party becomes insolvent.

b. **Remedies.** Except as specifically provided otherwise in this Agreement, The City shall be entitled to seek all remedies available at law or in equity with respect to a breach under this Agreement by GCS (including injunctive relief and specific performance in cases where a breach is causing or would cause irreparable damage or where no adequate remedy at law is available), and termination of the Agreement. Such rights and remedies shall be cumulative. If the City fails to cure a breach as provided in this Agreement, then GCS, as its sole and exclusive remedy, may, terminate this Agreement by giving 45 days' notice to the breaching party.

9. **NOTICES.** All notices, requests, approvals, demands, consents, and other communications that are required to be or may be given under this Agreement shall be (A) in writing, (B) delivered by facsimile (where the facsimile number provided by the recipient under this Agreement is current) and by a nationally-recognized, traceable delivery service (e.g., overnight courier, U.S. mail with return receipt, etc.) to a party's address stated at the end of this Agreement (but not to the address of any of the Properties), and (C) deemed properly given upon receipt by the addressed recipient or refusal of delivery. If questioned, the sender of the notice shall have the burden of producing written documentation proving delivery and receipt. Either party may change its notice information by providing notice to the other in accordance with this Section.

10. **MODIFICATION; WAIVER; SCOPE OF AGREEMENT; GOVERNING LAW; MISCELLANEOUS.** This Agreement constitutes the entire agreement between the City and GCS with respect to, and supersedes all other agreements relating to, the subject matter contained herein. This Agreement can be modified or changed only by a written instrument signed by both parties. A party's waiver of enforcement of any of the terms or conditions of this Agreement will be effective only if in writing. This Agreement is governed by and shall be interpreted under the Laws of the Commonwealth of Virginia. If either party sues or brings any other type of enforcement action in connection with this Agreement, then venue shall lie with any court of proper jurisdiction within the City of Danville, Virginia and the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs in connection with such enforcement. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with Laws as nearly as possible to reflect the original intentions of the parties set forth herein and the remainder of this

Agreement shall remain in full force and effect. Each of the parties acknowledge that no other party, nor any agent or attorney of any such party, has made any promise, representation or warranty whatever, express or implied, not contained in this Agreement, to induce them to execute this Agreement. Each of the parties further acknowledges that they are not executing this Agreement in reliance on any promise, representation or warranty not contained in this Agreement. The assent of each Party shall be indicated by their signature below. Each Party warrants and represents that it has full authority to enter into this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be considered an original.

[Signatures on following page]

The individuals signing below represent, warrant and covenant to each other, to the City and to GCS that they are duly authorized to execute and deliver this Agreement on behalf of the entity for which they have signed. If an agent or a manager is signing this Agreement on behalf of the City, such individual also represents, warrants and covenants that it has provided GCS with a complete copy of its current, valid and enforceable agency or management agreement signed by the City granting such person actual authority to negotiate, execute, and deliver this Agreement on behalf of the City.

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

GCSEAC, INC.

By: _____
Giles C. Smith, CEO/President

Notice Address:

GCSEAC, Inc.
P.O. Box 5151
Martinsville, VA 24115
Attn: Giles Smith

With a copy to:
Forrest Firm, P.C.
125 S. Elm St., Suite 100
Greensboro, NC 27401
Attn: Andrew B. Bowman

THE CITY OF DANVILLE, VIRGINIA

By: _____

Name: _____

Title: _____

City of Danville
P.O. Box 3300
Danville, VA 24543
Attn: Barry Doeber

With a copy to:
City Attorney's Office
P.O. Box 3300
Danville, VA 24543

Council Letter

City of Danville, Virginia



CL-2368

New Business C.

City Council Regular Meeting

Meeting Date: 08/18/2020

Subject: Reimbursement Resolution

From: Michael Adkins, Director of Finance

COUNCIL ACTION

Business Meeting: 08/18/2020

SUMMARY

The City's Fiscal Year 2021 Capital and Special Projects Plan, which City Council adopted on June 16, 2020, budgets for the issuance of bonds to pay for several of the capital projects. If expenditures are incurred for these projects before the bonds are issued and proceeds are received, the attached Reimbursement Resolution will allow the use of bond proceeds as reimbursement. At a later date, City Council will be asked to take other formal actions to authorize and issue the bonds. Bonds are expected to be issued in November 2020.

BACKGROUND

The Fiscal Year 2021 bonds are expected to be issued in November 2020 and will fund the following approved capital projects:

Police & Fire Equipment	\$ 663,145
Parks and Recreation Facilities	1,355,000
Street and Parking Improvements	1,088,538
Public Building Improvements	1,060,000
Stormwater System Upgrades	200,000
Airport Improvements	635,086
Building Upgrades - High School	2,000,000
Electric Line Rebuilds	1,800,000
Electric Substation Rebuilds	<u>4,000,000</u>
	\$ 12,801,769

RECOMMENDATION

Staff recommends City Council adopt the attached Resolution of Official Intent to Reimburse Expenditures with Proceeds of a Borrowing.

Attachments

Resolution

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2020____.____

A RESOLUTION OF OFFICIAL INTENT TO REIMBURSE EXPENDITURES
WITH PROCEEDS OF A BORROWING.

WHEREAS, the City of Danville, Virginia, (the "City"), plans to undertake the acquisition, construction, and/or equipping of several capital projects for governmental purposes, including without limitation, (a) fire vehicle replacement, (b) expansion of a public safety CCTV system, (c) parks and recreation facility improvements, (d) public building improvements, (e) acquisition and installation of an emergency generator for a public building, (f) street and parking lot improvements, (g) stormwater system upgrades, (h) airport improvements and (i) substation and line rebuilds for the electric system (collectively, the "Project"); and

WHEREAS, plans for the Project have advanced and the City expects to advance its own funds to pay expenditures related to the Project (the "Expenditures") and to receive reimbursement for such Expenditures from proceeds of tax-exempt bonds to be issued by or on behalf of the City (the "Bonds").

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF DANVILLE, VIRGINIA:

1. The City intends to issue, or request a conduit issuer to issue, Bonds of one or more series to pay the costs of the Project in a principal amount not currently expected to exceed \$13,000,000.

2. The City intends that the proceeds of the Bonds be used to reimburse the City for Expenditures with respect to the Project made on or after the date that is no more than 60 days prior to the date hereof. The City reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Bonds.

3. Each Expenditure was or will be, unless otherwise approved by bond counsel, either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Bonds, (c) a nonrecurring item that is not customarily payable from current revenues or (d) a grant to a party that is not related to or an agent of the City so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the City.

4. The City intends to make a reimbursement allocation, which is a written allocation by the City that evidences the City's use of proceeds of the Bonds to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The City recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction of at least five years.

5. The City intends that the adoption of this Resolution confirms the "official intent" within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.

6. This Resolution shall take effect immediately upon its passage.

Adopted August __, 2020.

APPROVED:

MAYOR

ATTEST:

CLERK

Approved as to
Form and Legal Sufficiency:

CITY ATTORNEY

Council Letter

City of Danville, Virginia



CL-2369

New Business D.

City Council Regular Meeting

Meeting Date: 08/18/2020

Subject: Ordinance Authorizing Use of Fiscal Year 2021 Debt Capacity

From: Michael Adkins, Director of Finance

COUNCIL ACTION

First Reading: 08/18/2020

Final Adoption: 09/01/2020

SUMMARY

The City's Charter grants the ability to issue bonds, within a specified annual limit, without a referendum. Each year's bond capacity may carry forward to the next fiscal year, if the authorization is granted by Council prior to June 30. Approving the attached Ordinance does not allow the City to issue debt, it only reserves the capacity to issue debt based on the Fiscal Year 2021 legal limits for issuing debt without a referendum. This capacity is only available from now until the end of the subsequent fiscal year (June 30, 2022). Council would need to approve a Resolution for the issuance or refunding of debt before the City can actually issue debt. A separate Resolution will be presented at a future meeting for approval in order to issue new bonds to finance the FY 2021 Capital Improvement Plan in accordance with Council's adopted budget for FY 2021.

BACKGROUND

The City's Charter grants the ability to issue up to \$6,000,000 principal amount of bonds to finance any capital expenditures other than expenditures relating to the City's water, sewer, gas, and/or electric systems. Further, the Charter grants authority to issue up to \$10,000,000 principal amount of bonds to finance capital expenditures related to the City's water, sewer, gas, and electrical systems, or other specific undertakings from which a revenue may be derived. The Charter also allows an additional \$25,000,000 in principal amount of bonds to be issued to finance capital expenditure relating to the City's water treatment, wastewater treatment, stormwater treatment, solid waste disposal, or recycling facilities, and any extraordinary maintenance improvements or expansion of transmission and distribution infrastructure for the electric or gas systems. Each of the amounts may be authorized annually without referendum and may carry forward one fiscal year, if authorized prior to June 30.

The Fiscal Year 2021 budget for capital projects includes potential bond financing of approximately \$7.2 million of general governmental projects and \$5.8 million Electric Fund projects. The passing of this Ordinance will allow access to the borrowing capacity needed to finance these approved projects, but does not actually authorize the issuance of the bonds. A separate Resolution to authorize bonds will need to be approved in order to issue the debt.

RECOMMENDATION

It is recommended City Council approve the attached Ordinance authorizing utilization of the City's FY 2021 borrowing capacity to issue General Obligation bonds of the City of Danville, Virginia, in the maximum principal amount of \$6,000,000, pursuant to Section 9-7A of the City Charter, as well as a maximum amount of \$10,000,000, pursuant to Section 9-7D of the City Charter.

Attachments

Ordinance

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2020 - _____._____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF BONDS OF THE CITY OF DANVILLE, VIRGINIA, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$16,000,000 TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF VARIOUS CAPITAL PROJECTS.

WHEREAS, Section 9-7A of the City Charter allows the City of Danville, Virginia, (the "City"), to issue each fiscal year up to \$6,000,000 principal amount of bonds to finance any capital expenditures other than for capital expenditures relating to the City's water, sewer, gas and/or electric systems, without submitting the question of their issuance to the voters; and

WHEREAS, the Council of the City (the "Council") has not authorized or issued any bonds pursuant to Section 9-7A for the fiscal year that began July 1, 2020, and the Council now desires to authorize the issuance of up to \$6,000,000 principal amount of bonds in accordance with such Charter provision; and

WHEREAS, Section 9-7D of the City Charter allows the City to issue each fiscal year up to \$10,000,000 principal amount of bonds to finance capital expenditures relating to the City's water, sewer, gas and electric systems or other specific undertaking or undertakings from which the City may derive a revenue, without submitting the question of their issuance to the voters; and

WHEREAS, the Council has not authorized or issued any bonds pursuant to Section 9-7D for the fiscal year that began July 1, 2020, and the Council now desires to authorize the issuance of a up to \$10,000,000 principal amount of bonds in accordance with such Charter provision.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Danville, Virginia, that:

1. It is determined to be necessary and expedient for the City to plan, design, acquire, construct, extend, renovate, and/or improve the Projects described below, all of which are determined to promote the development and public welfare of the City, to borrow money for such purposes and to issue the City's bonds therefor.

2. Pursuant to Section 9-7A of the City Charter, there are authorized to be issued general obligation bonds in the maximum principal amount of \$6,000,000 to provide funds for any capital expenditures (other than for capital expenditures relating to the City's water, sewer, gas and/or electric systems), including but not limited to financing various capital expenditures for general governmental purposes including, without limitation, (a) fire vehicle replacement, (b) expansion of a public safety CCTV system, (c) parks and recreation facility improvements, (d) public building improvements, (e) acquisition and installation of an emergency generator for a public building, (f) street and parking lot improvements, (g) stormwater system upgrades and (h) airport improvements (collectively, the "9-7A Project"). Such bonds may be issued as one or more separate issues or may be combined with bonds authorized for other purposes and issued as a single issue.

3. Pursuant to Section 9-7D of the City Charter, there are authorized to be issued general obligation and/or revenue bonds in the maximum principal amount of \$10,000,000 to provide funds, together with other available funds, for capital expenditures relating to the City's water, sewer, gas and electric systems or other specific undertaking or undertakings from which the City may derive a revenue, including, without limitation, substation and line rebuilds for the electric system (collectively, the "9-7D Project" and, together with the 9-7A Project, the "Projects"). Such bonds may be issued as one or more separate issues or may be combined with bonds authorized for other purposes and issued as a single issue.

4. The bonds shall conform to Section 9-5 of the City Charter and shall bear such date or dates, mature at such time or times, bear interest at such rate or rates, be in such denominations and form, be executed in such manner, and be sold at such time or times and in such manner as the Council shall hereafter provide by appropriate resolution or resolutions. All bonds issued to finance capital expenditures shall be made payable within the average probable period of usefulness of the improvements or undertakings to be financed. The Council shall make such determinations pursuant to such resolution or resolutions.

5. As determined by Council pursuant to subsequent resolution, the bonds shall be issued as general obligations of the City to which the City's full faith and credit of the City shall be irrevocably pledged, or, in the alternative for purposes of financing the 9-7D Project, the bonds may be issued as revenue obligations to which the revenues of the City's electric, gas, water and/or wastewater systems shall be irrevocably pledged.

6. The City Clerk, in collaboration with the City Attorney, is authorized and directed to see to the immediate filing of a certified copy of this Ordinance in the Circuit Court of the City of Danville.

7. This Ordinance shall take effect immediately.

APPROVED:

MAYOR

ATTEST:

CLERK

Approved as to
Form and Legal Sufficiency:

CITY ATTORNEY

Council Letter

City of Danville, Virginia



CL-2362

New Business E.

City Council Regular Meeting

Meeting Date: 08/18/2020

Subject: Purchase of the Schoolfield Reservoir from the Industrial Development Authority

From: Jason Grey, Utilities Director

COUNCIL ACTION

Business Meeting: 08/18/2020

SUMMARY

Due to various water quality events on the Dan River in 2014, City staff started investigating ways to minimize or eliminate any issues on the Dan River by adding off-river raw water storage. The former Dan River Textiles reservoir is located in close proximity to the City's Water Plant on Memorial Drive, and could produce up to four days worth of storage if necessary. Staff has spent the past twelve months completing the engineering necessary to design a system to incorporate the Schoolfield reservoir into our daily treatment process. The off-site storage will assist City staff during any taste and odor events, but will also be a resource during heavy rainfall events when treatment costs increase due to higher turbidly water. The City provides water service to approximately 17,000 City customers and to parts of Pittsylvania and Caswell counties.

BACKGROUND

As part of the raw water impoundment capital improvement project, the City will need to purchase the 7.57 acres at the Schoolfield reservoir to provide up to four days of raw water storage. The project engineering is complete, and the construction and equipment bids are ready to be issued. The Danville Industrial Development Authority approved transferring the property to the City for \$80,000 at an earlier meeting. Staff anticipates closing costs to not exceed \$5,000.

RECOMMENDATION

It is recommended that City Council approve purchasing 7.57 acres of IDA property at the Schoolfield reservoir for \$85,000 in order to provide an off-site source of raw water to the City.

Attachments

Resolution

Proposed Purchase Contract

Property information

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2020-____.____

A RESOLUTION OF THE CITY COUNCIL OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE CONTRACT AS WELL AS THE ACTUAL PURCHASE OF PARCEL NUMBER 60450, PARK AVENUE, FOR A PURCHASE PRICE NOT TO EXCEED \$85,000 AND CLOSING COSTS.

WHEREAS, the Industrial Development Authority owns a certain parcel of real property commonly known as Park Avenue, Parcel Number 60450, or the Schoolfield reservoir; and

WHEREAS, the City of Danville, through its Utility Department has an interest in acquiring the Parcel to add the reservoir to the potable drinking water supply available for local residents; and

WHEREAS, the owner of this property desires to sell the property to the City, as evidenced by Industrial Development Authority of Danville, Virginia Resolution No. 2019-08.03, dated August 13, 2019.

NOW THEREFORE, BE IT RESOLVED by the City Council of Danville, Virginia, that it hereby approves and authorizes the purchase of Parcel Number 60450, Park Avenue for a purchase price not to exceed \$85,000.00 plus reasonable closing costs; and

BE IT FURTHER RESOLVED, that the City Manager, Kenneth F. Larking, be, and he is hereby, authorized and directed to accept ownership of Park Avenue, Parcel Number 60450, on behalf of the City of Danville, Virginia; and

BE IT FINALLY RESOLVED that the City Manager, Kenneth F. Larking, be and he is hereby authorized to execute on behalf of the City any and all documents as may be necessary to complete the above referenced purchase and effect such conveyance to the City of Danville.

APPROVED:

MAYOR

ATTEST:

CLERK

Approved as to
Form and Legal Sufficiency:

CITY ATTORNEY

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") is made and entered into this ____ day of _____ 2020, between the Industrial Development Authority of Danville, Virginia, an Instrumentality of the Commonwealth of Virginia, whose address is P.O. Box 3300, Danville, Virginia 24543 (hereinafter called "Seller"), and the City of Danville, Virginia, a municipal corporation, whose address is P.O. Box 3300, Danville, Virginia 24543 (hereinafter "Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of that certain parcel of real property described as Parcel #60450 (7.659 AC NO A2 PARK AVE & BROWDER AVE) commonly known as the Schoolfield Reservoir on Park Avenue, located in the City of Danville, Virginia and shall hereinafter be referred to as the "Property"; and

WHEREAS, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property, together with (a) all rights, easements and privileges, appurtenances belonging and appertaining thereto, including, without limitation, all easements, rights of way or other interests in, on or under any lands, highways, alleys, streets, or rights of way abutting or adjoining the Property (b) all buildings and other improvements thereon, and (c) and any fixtures attached to the Property.

2. Purchase Price. (a) The purchase price ("Purchase Price") to be paid by Purchaser to Seller for the Property shall be Eight Thousand Dollars (\$80,000.00).

(b) At "Closing", the Purchase Price payable by Purchaser to Seller shall be paid by cash, cashier's check or wire transfer. At Closing, the "Deposit" (hereinafter defined) shall be delivered by the Closing Agent to Seller and shall be credited against the Purchase Price.

3. Deposit. Purchaser shall deliver to Robert H. Whitt (the "Closing Agent"), as escrow agent, a deposit in the sum of Eight Thousand Dollars (\$8,000.00). The Deposit shall be applied to the Purchase Price at Closing. Additionally, the Deposit shall be refunded if either party terminates this contract.

4. Representations and Warranties of Seller. Seller, to induce Purchaser to enter into this Agreement and to complete Closing, makes the following representations and warranties to

Purchaser, which representations and warranties are true and correct as of the date of this Agreement, and shall be true and correct at and as of the Closing Date in all respects as though such representations and warranties were made both at and as of the date of this Agreement, and at and as of the Closing Date:

(a) There is no action, suit or proceeding pending or, to the knowledge of Seller, threatened against or affecting the Property or any portion thereof.

(b) Seller has not received any written notice of any condemnation proceeding or other proceedings in the nature of eminent domain ("Taking") which is currently pending in connection with the Property, and to Seller's knowledge no Taking has been threatened.

(c) Seller represents to the best of its knowledge that the Property is free and clear of any hazardous materials, waste or other contamination and that there are no underground storage tanks located on the Property.

(d) Seller is and on the closing date shall have full power and authority to enter into and perform this Agreement and all documents, instruments and contracts entered into or to be entered into by it pursuant to this Agreement and to carry out the transactions contemplated hereby. This Agreement is, and all documents to be executed by Seller and delivered to Purchaser at the Closing will be on the Closing Date, duly authorized, executed and delivered by Seller and all consents and approvals of third parties have been obtained. This Agreement is, and all documents to be executed by Seller and delivered to Purchaser at the Closing will be the legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms will not violate any provisions of any agreement, judicial order or any other thing to which Seller is a party or to or by which Seller or the Property is subject or bound.

(e) The Property is not subject to any roll back tax or any similar tax related to the discontinuance of any use to which the Property has been put.

(f) Seller has not received any notice or notices of violation (or claimed violations) of any law, ordinance, order, statute, rule or regulation or any complaints, order, citation or notice with regard to, affecting or relating to the Property.

(g) No tax appeals are currently pending with respect to the Property.

(h) Seller has not entered into any presently effective contract regarding the sale, conveyance, transfer or disposition of the Property (except for this Agreement). Seller has not granted to anyone and no one possesses any option to purchase or right of first refusal to purchase the Property. Seller has not entered into any occupancy agreement, lease or the like with respect to, and no one has any right to use or occupy, the Property.

5. Inspections. (a) Seller and Purchaser hereby acknowledge that as of the date of the execution of this Agreement, Purchaser has not yet had an opportunity to fully review and evaluate this transaction. If on or before 5:00 p.m. (Eastern Standard Time) on a date which is ninety (90) days from the Date of this agreement ("Inspection Completion Date"), Purchaser

determines, in its sole and absolute discretion, that Purchaser does not desire to purchase the Property, then Purchaser shall have the right to give written notice to Seller electing to terminate this Agreement, provided such notice is delivered to Seller prior to 5:00 p.m. (Eastern Standard Time) on the Inspection Completion Date. In the event such notice of termination is delivered on or before 5:00 p.m. (Eastern Standard Time) on the Inspection Completion Date, then the Closing Agent will deliver to Purchaser the Deposit, and the parties shall be released from all further obligations each to the other under this Agreement. In the event that the Purchaser does not terminate this Agreement as set forth in this Section 5, then Purchaser's right to terminate this Agreement shall be deemed waived by Purchaser.

(b) Upon reasonable prior notice to Seller, Purchaser, its agents, employees and representatives shall have access to the Property at all reasonable times prior to the Inspection Completion Date or earlier termination of this Agreement to inspect the Property and to conduct reasonable tests thereon including, but not limited to, soil and groundwater borings and hazardous waste studies, and to make such other examinations with respect thereto as Purchaser, its counsel, licensed engineers, surveyors or other representative may deem reasonably necessary. Seller reserves the right to be present, or have its agent or representative present during Purchaser's investigations of the Property. Any tests, examinations or inspections of the Property by Purchaser and all costs and expenses in connection with Purchaser's inspection of the Property shall be at the sole cost of Purchaser and shall be performed in a manner not to unreasonably interfere with the Seller's ownership of the Property. Further, Purchaser shall be responsible for any and all damage caused by such inspections, examinations, testing and disposal of all waste produced at the Property as a result of such investigations, and shall sign, as generator, all forms necessary for such disposal. Purchaser shall immediately remove any lien of any type which attaches to the Property by virtue of any of such inspections, examinations or tests. Upon completion of any such inspection, examination or test, Purchaser shall restore any damage to the Property caused by such inspection, examination or test.

(c) Within sixty (60) days of the Date of this Agreement, Purchaser may obtain, at its sole option and at its sole cost and expense, a title insurance commitment ("Commitment") issued by the Closing Agent covering the Property, a survey (the "Survey") of the Property, dated subsequent to the date hereof, prepared by a licensed surveyor or Registered Professional authorized to do business in the Commonwealth of Virginia, and an Environmental Site Assessment ("Environmental Assessment") dated subsequent to the date hereof.

(d) Purchaser shall review the Commitment, the Survey and the Environmental Assessment and shall, within ninety (90) days of the Date of this Agreement, notify Seller in writing ("Objection Notice") of any matters ("Defects") evidenced by the Commitment, the Survey, or the Environmental Assessment that adversely affect the marketability of the Property. Any such matters not specified as Defects in the Objection Notice or any Defects waived (or deemed waived) by Purchaser pursuant to the terms hereof shall be deemed Acceptable Exceptions. Upon receipt of the Objection Notice, Seller may, but shall not be obligated to, cure such Defects. In the event that Seller is unwilling or unable to cure any Defect(s) within ten (10) days of the Objection Notice ("Cure Period"), Purchaser, at Purchaser's option, may: (i) elect to accept title to the Property subject to the Defects without any adjustment to the Purchase Price (in which event the remaining Defects shall be deemed Acceptable

Exceptions); or (ii) terminate this Agreement by written notice thereof to Seller, whereupon this Agreement shall be terminated, the Deposit shall be returned to Purchaser and both parties shall thereafter be released from all further obligations hereunder. In the event Purchaser fails to elect to terminate the Agreement as provided above within such 10-day period, Purchaser shall be deemed to have elected clause (i) above.

If Seller notifies Purchaser that it intends to take action to effectuate the removal of the objected to exceptions, then Seller shall be obligated to take all action of which it advised Purchaser in the Response Notice that it would take.

(e) The provisions of this Section shall survive any termination of this Agreement.

6. Environmental Studies and Soil Tests.

Purchaser acknowledges that prior to the Closing Date, Purchaser may conduct any environmental and soil tests with respect to the Property which Purchaser may deem necessary or advisable, and Purchaser shall rely upon such tests as well as Seller's Representations and Warranties contained in section four (4) above, in electing whether or not to purchase the Property.

7. Covenants by Seller. Between the date hereof and the Closing, Seller agrees that:

(a) it will maintain the Property in the same condition as it is on the date of this Agreement (reasonable wear and tear excepted);

(b) it will not, by reason of any action or omission of Seller, cause or permit any representation or warranty to become not true, incorrect or inaccurate;

(c) it shall perform any and all material obligations with respect to the Property under all easements, covenants, restrictions and contracts of record;

(d) it will promptly give notice to Purchaser of every threatened or actual litigation whether or not covered by insurance against or relating to the Property (including, without limitation, the sale thereof to Purchaser) or any portion thereof between the date of this Agreement and the Closing;

(e) it will not, without the prior written consent of Purchaser, apply for, consent to or process any applications for zoning, re-zoning, variances, site plan approvals, subdivision approvals or development with respect to the Property or any portion thereof;

(f) it will not, without the prior written consent of Purchaser, grant any rights or other privileges in or with respect to the Property or any portion thereof or grant, or consent to or waive the right to object to, any easements, covenants or restrictions affecting all or any portion of the Property;

(g) it will not enter into or modify any mortgages, operating agreements, ground leases, space leases or other agreements or encumbrances with respect to or affecting the Property or any portion thereof; and

(h) it will promptly notify Purchaser if it discovers, determines or is notified that any warranty or representation made by Seller hereunder is not (or is no longer) true.

8. Seller's Defaults; Purchaser's Remedies. In the event that Seller shall be in material default hereunder for any reason other than Purchaser's default, Purchaser may deliver a written notice to Seller stating with particularity the alleged default of Seller, the action required by Seller to cure such default, and Purchaser's intent to exercise its remedies provided below if the default is not cured. Seller shall have five (5) business days after receipt of such notice to cure the alleged default to Purchaser's reasonable satisfaction (and the Closing Date shall be delayed, if necessary, until the end of such five (5) business day period). In the event such default is not cured within such five (5) business day period, then Purchaser may elect, as its sole and exclusive remedy, to seek to enforce specific performance only for failure to cause the Property to be conveyed in accordance with the terms and provisions hereof or to terminate this Agreement by written notice to Seller and the Closing Agent, whereupon Purchaser shall be entitled to a full refund of the Deposit. It is expressly understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Seller hereunder other than a failure to cause the Property to be conveyed in accordance with the terms and provisions hereof. Purchaser hereby expressly waives its rights to seek damages in the event of Seller's default hereunder. Purchaser shall be deemed to have elected to terminate this Agreement if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in the City on or before sixty (60) days following the date upon which the Closing was to have occurred, at which time the Deposit shall be returned to Purchaser and both parties shall thereafter be released from all further obligations hereunder.

9. Purchaser's Default; Seller's Remedies. In the event that Purchaser shall be in default hereunder for any reason other than Seller's default, Seller may deliver a written notice to Purchaser stating with particularity the alleged default of Purchaser, the action required by Purchaser to cure such default and Seller's intent to terminate this Agreement if the default is not cured. Purchaser shall have five (5) business days after receipt of such notice to cure the alleged default to Seller's reasonable satisfaction (and the Closing Date shall be delayed, if necessary, until the end of such five (5) business day period). In the event such default is not cured within such five (5) business day period, then Seller may, as Seller's sole and exclusive remedy for such default, terminate this Agreement by written notice to Purchaser and the Closing Agent. Seller hereby expressly waives its rights to seek damages in the event of Purchaser's default hereunder.

10. Prorations. At Closing, real estate taxes, assessments and all other items of income and expense shall be prorated as of the Closing Date. Any assessments for prior years due to change in land usage or ownership, including, without limitation, rollback taxes, shall be the sole responsibility of Seller. The terms and provisions of this Section shall survive Closing.

11. Closing Costs. (a) Seller shall be responsible for the (i) costs of preparing the Deed (ii) the Grantor's Tax on the Deed and (iii) the cost of curing any Title Defects.

(b) Purchaser shall be responsible for (i) the cost to obtain the Commitment, (ii) all premiums, and other charges on the owner's title policy issued to Purchaser pursuant to the Commitment (the "Title Policy") and any endorsements to the Title Policy, (iii) all documentary stamps, taxes and transfer taxes on the Deed, with the exception of the Grantor's Tax, (iv) documentary stamps and intangible costs on any deed of trust and notes, and (v) the recording costs on the Deed.

(c) Each party shall be responsible for payment of its own legal fees.

12. Closing. The "Closing" shall be held no later than thirty (30) days from the Inspection Completion Date. Notwithstanding the foregoing provisions of this Section 12, Purchaser shall have the right to adjourn the Initial Scheduled Closing Date for any reason one (1) time (for not more than thirty (30) days) to a date specified by Purchaser (the "Purchaser Adjourned Closing Date") by (i) delivering notice to Seller on or before the Initial Scheduled Closing Date and (ii) depositing the amount of Eight Thousand Dollars (\$8,000.00) (the "Closing Extension Deposit"), by wire transfer of immediately available federal funds to the order of the Closing Agent, as escrow agent, which Closing Extension Deposit shall be deemed part of the Deposit and held by the Closing Agent in escrow pursuant to the provisions of Section 3 of this Agreement and applied to the Purchase Price at Closing. As used herein, the term "Closing Date" shall mean the Initial Scheduled Closing Date and the Purchaser Adjourned Closing Date, as applicable. It is expressly agreed by Seller and Purchaser that time is of the essence with respect to the parties' obligations to close this transaction on the Closing Date. For the avoidance of doubt, Seller and Purchaser acknowledge that any adjournment of the Closing Date pursuant to any right of adjournment granted hereunder, then time shall be of the essence with respect to Seller's and Purchaser's obligation to close this transaction on such adjourned Closing Date.

(a) At Closing, Seller shall cause to be executed and delivered to Purchaser the following documents with respect to the Property being conveyed:

(i) A general warranty deed ("Deed") subject only to the Acceptable Exceptions;

(ii) A non-foreign affidavit in a form reasonably acceptable to Purchaser;

(iii) Such other documents that the Closing Agent may reasonable require in connection with the issuance of the owner's policy to Purchaser, including but not limited to, such affidavits required for deletion of the parties in possession and mechanics' lien exceptions appearing on an owner's title insurance policy; and

(b) At Closing, Purchaser shall deliver the Purchase Price (subject to prorations and adjustments, including, but not limited to, a credit for the Deposit).

(c) At Closing, Seller and Purchaser shall each execute counterpart closing statements in a customary form, and such other documents required by the Closing Agent that are reasonably necessary to consummate Closing.

(d) At Closing, both parties shall pay their respective costs by wire transfer, or by cashier's check drawn on a bank reasonably acceptable to Closing Agent.

13. Brokers. Each party warrants and represents to the other that no real estate broker or agent has been involved in negotiations leading to the execution of this Agreement and that no other commission is owed to any other broker or agent as a result of the action of such party.

14. Assignability. Purchaser shall have the right to assign this Agreement and its rights hereunder to any entity or person without Seller's prior consent.

15. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express), transmitted via facsimile transmission or mailed by certified or registered mail return receipt requested, in a postage pre-paid envelope, and addressed as follows:

If to Seller:

Industrial Development Authority of Danville, VA
C/O City Attorney's Office
P.O. Box 3300
Danville, VA 24541

If to Purchaser:

City of Danville, VA
C/O City Attorney's Office
P.O. Box 3300
Danville, VA 24541

Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt, notices sent via electronic mail or facsimile transmission shall be deemed given upon transmission and notices sent via certified mail in accordance with the foregoing shall be deemed given when deposited in the U.S. Mails.

16. Eminent Domain. If, prior to Closing, the Property or any material portion thereof is taken by eminent domain, Seller shall promptly notify Purchaser and Purchaser shall have the option of either: (i) canceling this Agreement by delivery of written notice to Seller, whereupon Closing Agent shall return to Purchaser the Deposit, together with interest thereon,

and both parties shall be relieved of all further obligations under this Agreement; or (ii) Purchaser may proceed with the Closing, whereupon Purchaser shall be entitled to and Seller shall assign to Purchaser all of Seller's interest in all condemnation payments, awards and settlements applicable to the Property.

17. Miscellaneous.

(a) This Agreement shall be construed and governed in accordance with laws of the Commonwealth of Virginia and in the event of any litigation hereunder, the venue for any such litigation, shall be the City of Danville, Virginia. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof and, accordingly; this Agreement shall not be more strictly construed against any one of the parties hereto.

(b) In the event any interpretation of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or reconstrued as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

(c) In the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorneys' fees and courts costs through all trial and appellate levels. The provisions of this subparagraph shall survive the Closing and any termination or cancellation of this Agreement.

(d) In construing this Agreement, the singular shall be deemed to include the plural, the plural shall be deemed to include the singular and the use of any gender shall include every other gender and all captions and paragraph headings shall be discarded.

(e) All of the Exhibits to this Agreement are incorporated in and made a part of this Agreement.

(f) This Agreement constitutes the entire agreement between the parties for sale and purchase of the Property, and supersedes any other agreement or understanding of the parties with respect to the matters herein contained. This Agreement may not be changed, altered or modified except in writing signed by the party against whom enforcement of such a change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

(g) The term "Effective Date" of such other similar term, shall mean the date on which Seller and Purchaser have executed and delivered this Agreement.

(h) The parties hereby agree that time is of the essence with respect to performance of each of the parties' obligations under this Agreement. The parties agree that in the event that any date on which performance is to occur falls on a Saturday, Sunday or state or national holiday, then the time for such performance shall be extended until the next business day thereafter occurring.

(i) This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, all of which shall be deemed to be one and the same instrument. Facsimile transmission signatures shall be deemed original signatures.

(j) The Purchaser agrees that the terms set forth in this Agreement, all written materials obtained by Purchaser from Seller with respect to the Property, and all information obtained by Purchaser from sources other than Seller with respect to the Property, shall remain totally and completely confidential and shall not be revealed or disclosed to any person or party whatsoever, except: (i) with the prior written consent of Seller; (ii) as may be disclosed to Purchaser's attorneys, accountants and other representatives that are involved in connection with the consummation of this transaction, and then only to the extent necessary to accomplish the transactions set forth herein, after having directed each such recipient of such information to maintain the confidentiality of such information; (iii) as may be required by applicable law; (iv) as may be necessary in connection with assisting Purchaser in obtaining necessary governmental approvals; and (v) in connection with any litigation between the parties. If for any reason the Closing does not occur, Purchaser shall (x) return to Seller all materials and other information regarding the Property, and (y) immediately deliver to Seller all written studies, analyses, reports and assessments relating to any of the Purchaser's investigations.

(k) The Seller shall repair any damage to the Property caused by the removal of Seller's Personal Property, ordinary wear and tear excepted.

WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

{Signatures appear on the following pages}

SELLER:

By: _____

Name: _____

Title: _____

PURCHASER:

By: _____

Name: _____

Title: _____

Parcel ID: 60450
Address: PARK AVE

Owner: INDUSTRIAL DEVELOPMENT
AUTHORITY OF DANVILLE
VIRGINIA
PO BOX 3300
DANVILLE, VA 24543

Mail-To: INDUSTRIAL DEVELOPMENT
AUTHORITY OF DANVILLE
VIRGINIA
PO BOX 3300
DANVILLE, VA 24543

Value Information

Land / Use:	\$46,000
Improvement:	\$59,300
Total:	\$105,300.00

Additional Information

State Code:	7434 Storage Whse Exmpt Loc	Approx Acres:	7.66
Land Use:	Exempt	Legal Description:	7.659 AC NO A2 PARK AVE & BROWDER AVE
Tax Map:	1605-004-000009.000	Zone:	IM Manufacturing District

Notes:
DB 15-4075: Deed of Correction & 4 lists.DB 15-3703: Same 3 lists, pty was sold & trfd to exempt.DB 15-2689: 3 lists incl acct#51588, 60450 & 60452. Subdivide Infor (DB 06-1211) Conveyance (51530-06-1211) Date of Sale (3/22/06) Transaction, Date (200702490 6/4/07). (Map 1605-004-000009.000)

Building

There is no building information.

Improvements

There are no improvements.

Land

Land Code:	CA30 CA30 7500	Rate:	\$7,500
Acres:	7.66	Adj. Rate:	\$7,500
Sq. Ft.:	333,626	Base Value:	\$57,440
Front:	0	Adj. Amount:	-\$11,440
Effective Front:	0	Value:	\$46,000
Depth:	0		

Transfers

Deed	Page	Sale Price	Sale Date	Previous Owner	Owner
D 15	4075	\$702,660	11/4/2015	WHITE MILL DEV LLC	INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE VA
D 15	3703	\$702,660	10/8/2015	WHITE MILL DEVELOPMENT LLC	INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE VIRGINIA
D 15	2689	\$0	8/12/2015	DRG SCHOOL BUILD LLC & DRG SCHOOL LAND LLC	WHITE MILL DEVELOPMENT LLC

Assessments

Year	Land	Use	Improvements	Total
2019	\$46,000	\$0	\$59,300	\$105,300
2018	\$46,000	\$0	\$59,300	\$105,300
2017	\$46,000	\$0	\$59,400	\$105,400
2016	\$46,000	\$0	\$59,400	\$105,400
2015	\$46,000	\$0	\$59,000	\$105,000
2014	\$46,000	\$0	\$59,000	\$105,000
2013	\$46,000	\$0	\$54,400	\$100,400
2012	\$46,000	\$0	\$54,400	\$100,400
2011	\$46,000	\$0	\$54,400	\$100,400
2010	\$46,000	\$0	\$54,400	\$100,400
2009	\$46,000	\$0	\$54,500	\$100,500
2008	\$46,000	\$0	\$54,500	\$100,500
2007	\$46,000	\$0	\$54,200	\$100,200



- Buildings
- Parcels
- Street Names
- House Numbers



Information contained on this map is to be used for reference purposes only. The City of Danville is not responsible for any inaccuracies herein contained. The City of Danville makes no representation of warranty as to this map's accuracy, and in particular, it's accuracy in labeling, dimensions, contours, property boundaries, or placement or location of any map features. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided.

Date: 5/27/2020