



DANVILLE CITY COUNCIL REGULAR MEETING AGENDA

MUNICIPAL BUILDING

June 18, 2019

7:00 P.M.

PRESIDING: Alonzo L. Jones, Mayor

**CITY COUNCIL
MEMBERS:** James B. Buckner
L.G. "Larry" Campbell, Jr.
Dr. Gary P. Miller
Sherman M. Saunders

Fred O. Shanks, III
Adam J. Tomer
J. Lee Vogler, Jr., Vice Mayor
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.

MEETING CALLED TO ORDER

ROLL CALL

INVOCATION - Sherman M. Saunders

PLEDGE OF ALLEGIANCE TO THE FLAG

ANNOUNCEMENTS AND SPECIAL RECOGNITION

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 May 21, 2019.
Council Letter Number CL - 2132.
- B. Consideration of Amending the Fiscal Year 2019 Budget Appropriation Ordinance to Provide for a Retiree Bonus.
Council Letter Number CL - 2138.

An Ordinance Amending the Fiscal Year 2019 Budget Appropriation Ordinance to Provide for a Retiree Bonus to be paid from Various Fund's Unassigned Balance in an Amount not to Exceed \$275,000 and Appropriating the Same.

FINAL ADOPTION

OLD BUSINESS

- A. Consideration of Approving the Budget of the City of Danville, the CSP and the Budget Appropriation Ordinance for FY 2020.
Council Letter Number CL - 2122.
1. A Resolution Approving the Budgets of the Various Funds of the City of Danville for the Fiscal Year Ending June 30, 2020.
FINAL ADOPTION
 2. A Resolution Approving the Fiscal Year 2020 Capital and Special Projects Plan for the City of Danville, Virginia.
FINAL ADOPTION
 3. Budget Appropriation Ordinance for Fiscal Year 2020.
FINAL ADOPTION

NEW BUSINESS

- A. Consideration of Approving a Support Agreement with the Danville Pittsylvania Regional Industrial Facility Authority.
Council Letter Number CL - 2130.

Resolution of the City Council of the City of Danville, Virginia Approving a Support Agreement with the Danville-Pittsylvania Regional Industrial Facility Authority.

- B. Consideration of Approving the 2019-2024 Consolidated Plan and the 2019-2020 HUD One Year Action Plan.
Council Letter Number CL - 2115.
1. Public Hearing
 2. A Resolution Authorizing the City Manager to Submit to the United States Department of Housing and Urban Development (HUD) a One Year Action Plan.

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-2132

Consent Agenda Item #: A.

City Council Regular Meeting

Meeting Date: 06/18/2019

Subject: Consideration of Approval of Meeting Minutes

From: Susan M. DeMasi, City Clerk

COUNCIL ACTION

Business Meeting: 06/18/2019

SUMMARY

Consideration of Approval of Minutes from Regular Council Meeting held on May 21, 2019.

Council Letter Number CL - 2132.

Attachments

Meeting Minutes

May 21, 2019

The Second Regular May meeting of the Danville City Council was held on May 21, 2019, 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, Dr. Gary P. Miller, Sherman M. Saunders, Fred O. Shanks, III, Adam J. Tomer, Vice Mayor J. Lee Vogler, Jr., and Madison J.R. Whittle (8). L.G. "Larry" Campbell Jr., was absent (1). *Mr. Tomer left the meeting at 7:25 p.m.*

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.

Mayor Jones presided.

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was given by Dr. Gary P. Miller, followed by the Pledge of Allegiance to the Flag.

ANNOUNCEMENTS AND SPECIAL RECOGNITIONS

Mayor Jones read a Proclamation entitled Business Appreciation Week, and presented it Alexis Ehrhardt. Ms. Ehrhardt thanked Council for their shared commitment to the business community, and thanked Kim Custer who spearheads this initiative each year.

COMMUNICATIONS FROM VISITORS

Mayor Jones recognized Clint Burnett, 1380 Orphanage Road, who spoke to Council about using debit cards to pay bills at the Financial Center.

Mayor Jones recognized Hakim Abdullah, 224 Clement Avenue, who discussed the Clergy patrol, and asked Council Members to get more involved at the ground level. Mr. Abdullah also discussed summer employment for teenagers, safe spaces for younger children, full time use of recreation centers, playgrounds in neighborhoods and summer recreation programs.

Mayor Jones recognized Savior Waddell who noted he was making a presentation for a project for his English class at Galileo, and discussed the effects of deforestation.

MEETING MINUTES

Upon **Motion** by Council Member Shanks and **second** by Vice Mayor Vogler, Minutes of the Regular Council Meeting held on April 16, 2019 were approved as presented. Draft copies of the minutes had been distributed prior to the meeting.

OLD BUSINESS

APPROVING THE FISCAL YEAR 2020 DANVILLE PUBLIC SCHOOLS BUDGET

Upon **Motion** by Vice Mayor Vogler and **second** by Council Member Shanks, a Resolution entitled Resolution No. 2019-05.01, presented by its First Reading on May 7, 2019, Approving the Budget of the School Board of the City of Danville for the Fiscal Year Ending June 30, 2020 was adopted by the following vote:

May 21, 2019

VOTE: 7-0-1-1
AYE: Buckner, Miller, Saunders,
Shanks, Tomer, Vogler and Whittle (7)
NAY: None
ABSTAIN: Jones (1)
ABSENT: Campbell (1)

Mayor Jones invited Danville Chief of Police Scott Booth to address Council. Chief Booth updated Council on the Clergy Patrol, and Operation Safe Streets Southside, an initiative started with the Virginia State Police. Council Members thanked Chief Booth and his staff for the excellent job they are doing.

NEW BUSINESS

BUDGET APPROPRIATION – AMENDING THE FY2019 BUDGET APPROPRIATION ORDINANCE FOR THE VICTIM WITNESS PROGRAM IN THE AMOUNT OF \$177,083

Upon **Motion** by Council Member Miller and **second** by Council Member Whittle, an Ordinance entitled:

ORDINANCE NO. 2019-05.07

AMENDING THE FISCAL YEAR 2019 BUDGET APPROPRIATION ORDINANCE TO PROVIDE FOR A GRANT FROM THE STATE FOR A VICTIM WITNESS PROGRAM IN THE AMOUNT OF \$177,083 AND APPROPRIATING SAME.

was presented by its **First Reading**, as required by City Charter, to lie over before final adoption.

BUDGET APPROPRIATION – AMENDING FY2019 BUDGET APPROPRIATION ORDINANCE FOR THE DOMESTIC VIOLENCE VICTIM PROGRAM GRANT IN THE AMOUNT OF \$44,635

Upon **Motion** by Council Member Buckner and **second** by Council Member Whittle, an Ordinance entitled:

ORDINANCE NO. 2019-05.08

AMENDING THE FISCAL YEAR 2019 BUDGET APPROPRIATION ORDINANCE TO PROVIDE FOR A GRANT FROM THE STATE FOR A DOMESTIC VIOLENCE VICTIM PROGRAM GRANT IN THE AMOUNT OF \$44,635 AND APPROPRIATING SAME

was presented by its **First Reading**, as required by City Charter, to lie over before final adoption.

PUBLIC HEARING – AUTHORIZING THE CITY MANAGER TO RENEW THE COMMUNITY GARDEN LICENSE WITH RIGHT TOUCH CHRISTIAN CHURCH

Mayor Jones opened the floor for a Public Hearing regarding Renewal of a Community Garden License. Notice of the Public Hearing was published in the *Danville Register & Bee* on May 14, 2019. Mayor Jones recognized Reverend Tommy Crews, Right Touch Christian Church, who noted it was their third year doing the community garden. They have had good success

May 21, 2019

the first two years and are looking forward to another year. No one further desired to be heard and the Public Hearing was closed.

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

RESOLUTION NO. 2019-05.02

AUTHORIZING THE CITY MANAGER TO RENEW THE EXISTING LICENSE FOR COMMUNITY GARDENING ON NORTH MAIN STREET.

The Motion was **seconded** by Vice Mayor Vogler and carried by the following vote:

VOTE: 7-0-2
AYE: Buckner, Jones, Miller, Saunders,
Shanks, Vogler and Whittle (7)
NAY: None
ABSENT: Campbell, Tomer (2)

PUBLIC HEARING - AMENDING THE DANVILLE CITY CODE TO INCREASE THE REAL ESTATE TAX

Mayor Jones opened the floor for a Public Hearing regarding a Real Estate Tax Increase. Notice of the Public Hearing was published in the *Danville Register & Bee* on May 10, 2019. No one present desired to be heard and the Public Hearing was closed

Upon **Motion** by Council Member Miller and **second** by Council Member Shanks, an Ordinance entitled:

ORDINANCE NO. 2019-05.09

AMENDING AND REORDAINING SECTIONS 37-27, 37-28 AND 37-29 OF THE DANVILLE CITY CODE THEREBY INCREASING THE REAL ESTATE TAX FROM EIGHTY (80) CENTS ON EVERY ONE HUNDRED DOLLARS TO EIGHTY-FOUR (84) CENTS ON EVERY ONE HUNDRED DOLLARS OF ASSESSED VALUE EFFECTIVE JULY 1, 2019

was presented by its **First Reading**, as required by City Charter, to lie over before final adoption.

PUBLIC HEARING - AMENDING THE DANVILLE CITY CODE TO INCREASE THE TAX ON TRANSIENT LODGERS AND IMPLEMENT A ROOM OCCUPANCY TAX

Mayor Jones opened the floor for a Public Hearing regarding an Increase to the Transient Lodgers Tax and Implementing a Room Occupancy Tax. Notice of the Public Hearing was published in the *Danville Register & Bee* on May 10, 2019.

Mayor Jones recognized Gary Patel, 2160 West Main Street who stated he owned a small motel, and represented other motel owners. He does not oppose funding to the Danville Life Saving Crew but feels the motel owners are being easily targeted, and they opposed the room occupancy tax and the increase in lodging tax. All businesses should contribute to pay for the Life Savings Crew.

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Mayor Jones recognized Patrick Dewberry, 2130 Riverside Drive, representing the Hampton Inn & Suites, who spoke against the hotel tax and adding a \$2.00 per night occupancy tax. Mr. Dewberry asked Council to reconsider the \$2.00 per night tax.

No one further desired to be heard and the Public Hearing was closed.

Upon **Motion** by Council Member Shanks and **second** by Council Member Miller, an Ordinance entitled:

ORDINANCE NO. 2019-05.10

AMENDING AND REORDAINING SECTION 37-97 OF THE DANVILLE CITY CODE TO INCREASE THE TAX ON TRANSIENT LODGERS FROM SEVEN (7) PERCENT TO EIGHT (8) PERCENT AND TO IMPLEMENT A \$2.00 PER DAY ROOM OCCUPANCY TAX EFFECTIVE JULY 1, 2019

was presented by its **First Reading**, as required by City Charter, to lie over before final adoption.

Council Member Miller noted looking at different tax rates, at 8% Danville will still be on the low side. Most competing communities are 8%, Williamsburg was 10% plus \$2.00 per night; it doesn't stop people from going there. These taxes are paid by the visitors who stay at the motel, and noted he found it hard to believe someone would not stay at a hotel in Danville because of the \$2.00 per night fee.

PUBLIC HEARING – AMENDING THE DANVILLE CITY CODE TO INCREASE THE PERSONAL PROPERTY TAX

Mayor Jones opened the floor for a Public Hearing regarding an increase in the Personal Property Tax. Notice of the Public Hearing was published in the *Danville Register & Bee* on May 10, 2019. No one present desired to be heard and the Public Hearing was closed.

Upon **Motion** by Council Member Shanks and **second** by Council Member Miller, an Ordinance entitled:

ORDINANCE NO. 2019-05.11

AMENDING AND REORDAINING SECTION 37-30 OF THE DANVILLE CITY CODE TO INCREASE THE PERSONAL PROPERTY TAX FROM \$3.50 PER \$100 ASSESSED VALUE TO \$3.60 PER \$100 ASSESSED VALUE EFFECTIVE JANUARY 1, 2020.

was presented by its **First Reading**, as required by City Charter, to lie over before final adoption.

COMMUNICATIONS

City Manager Ken Larking congratulated Multimedia Manager Marc Aron on winning two Telly Awards for his work on River City TV; it was well deserved. City Attorney Clarke Whitfield also noted his congratulations. There were no communications from Deputy City Manager or City Clerk.

May 21, 2019

ROLL CALL

Council Member Miller stated Festival in the Park was a great show with kid's rides, entertainment and crafts, and a medieval village. The recognition for the GW State Champions was Saturday and noted his congratulations to the basketball team. Dr. Miller stated the story in the paper about Zagster, it did not hit a bump, the trail was still not totally open and people do appreciate using the bikes. Dr. Miller wished a Happy Memorial Day to everyone.

Council Member Saunders thanked Dr. Miller for the Invocation, and thanked Right Touch Christian Church for all they do. Mr. Saunders congratulated the GW Basketball Team for their recognition, Marc Aron for his awards, and thanked him for what he does. Mr. Saunders noted the Patriot Ride was last weekend, raising money for disabled veterans.

Council Member Shanks noted he looked forward to Memorial Day where citizens remember those who gave their lives for everyone's freedom, and congratulations to Marc Aron for the excellent awards. Mr. Shanks noted this year's budget was far from perfect, there were compromises in delaying tax increases that were proposed initially; regardless of that, citizens will be upset with Council.

Vice Mayor Vogler thanked Dr. Miller for his comments on the Bike Sharing, the story should have read, despite sections of the trail being closed for months, the number of riders was almost the same as when it started. Mr. Vogler noted congratulations to the couple who got married on Bridge Street, and the Festival in the Park was wonderful with huge crowds. Mr. Vogler noted people should be able to use a credit or debit card at the Financial Center.

Council Member Whittle stated no one came to complain about the increase in Real Estate taxes, and encouraged citizens to come to the next meeting to share their opinions.

Council Member Buckner noted Marc Aron does an excellent job, and congratulated him on his awards. The Bridge Street Food Truck Rodeo is June 1st with twenty trucks lined up so far. Mr. Buckner reiterated, the City needs to accept credit cards at the Financial Building.

Mayor Jones thanked Alexis Ehrhardt for all that she and her staff do, encouraged citizens to support their local businesses, and congratulated Marc Aron. Mayor Jones reminded citizens there were several graduations this weekend and congratulated all the upcoming graduates. The Parade of Champions was this Sunday.

The meeting adjourned at 8:10 p.m.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Council Letter

City of Danville, Virginia



CL-2138

Consent Agenda Item #: B.

City Council Regular Meeting

Meeting Date: 06/18/2019

Subject: Retiree Bonus

From: Cynthia Thomasson, Budget Director

COUNCIL ACTION

First Reading: 06/04/2019

Final Adoption: 06/18/2019

SUMMARY

A policy that governs the distribution of bonuses to retirees indicates that the criteria has been met to issue a bonus payment to qualified municipal retirees. The associated cost will not exceed \$275,000. The accompanying ordinance amending the FY 2019 Budget Appropriation Ordinance to expend up to \$275,000 from the various fund's Unassigned Fund Balance and authorizing payment of a retiree bonus is presented for first reading. Two readings of the Ordinance are required. If approved, a certain amount of work will be required to compute bonuses and test the system before payments can be issued. It is expected that bonus payments would be incorporated into retirement checks issued this June. Retirees will be properly informed.

BACKGROUND

Per Section 12 of the City of Danville's Financial Policies entitled *Pay Adjustments for City Retirees*, in the event criteria are met, City Council can approve a lump-sum bonus to qualified retirees. The criteria necessary to approve a lump-sum bonus for retirees has been met; and based on the criteria as defined in the *Pay Adjustments for City Retirees*, at this time City Council can approve a lump-sum bonus up to one-fourth of the retiree's normal monthly benefit.

Per *Pay Adjustments for City Retirees*, retirees are not eligible for a bonus until the first year anniversary of their retirement date. The retirement date is defined as the first day of the month following the employee's separation date. Those retirees whose first year anniversary date is prior to the date the bonus is paid, will be eligible for a bonus.

RECOMMENDATION

Having expressed its intent to grant eligible retirees a bonus in accordance with its adopted Financial Policies, it is recommended that City Council approve the accompanying Ordinance to authorize and finance said bonuses.

Attachments

Ordinance

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2019 - _____. ____

AN ORDINANCE AMENDING THE FISCAL YEAR 2019 BUDGET APPROPRIATION ORDINANCE TO PROVIDE FOR A RETIREE BONUS TO BE PAID FROM VARIOUS FUND'S UNASSIGNED BALANCE IN AN AMOUNT NOT TO EXCEED \$275,000 AND APPROPRIATING THE SAME.

WHEREAS, Section 12 of the City of Danville's Financial Policies, entitled Pay Adjustments for City Retirees states that in the event criteria are met, City Council can approve a lump-sum bonus to qualified retirees; and

WHEREAS, the criteria necessary to approve a lump-sum bonus for retirees has been met; and

WHEREAS, based on the criteria as defined in the Pay Adjustments for City Retirees, at this time City Council can approve a lump-sum bonus up to one-fourth of the retiree's normal monthly benefit; and

WHEREAS, under Pay adjustments for City Retirees, retirees are not eligible for a bonus until the first year anniversary of their retirement date; and

WHEREAS, under Pay Adjustments for City Retirees, the retirement date is defined as the first day of the month following the employee's separation date; and

WHEREAS, those retirees whose first year anniversary date is prior to the date the bonus is paid will be eligible for a bonus.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Danville, Virginia, that the Fiscal Year 2019 Budget Appropriation Ordinance be, and it is hereby, amended to provide a transfer from the various fund's Unassigned Fund Balance in an amount not to exceed \$275,000 for a lump-sum bonus for retirees, anticipated revenues and anticipated expenditures as follows:

ANTICIPATED REVENUES

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Various Fund Balances	XXXX	<u>\$275,000</u>

ANTICIPATED EXPENDITURES

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Transfer to Employee Retirement System	Various-6075	<u>\$275,000</u>

AND BE IT FURTHER ORDAINED, that the Council of the City of Danville, Virginia, authorizes the payment of the above mentioned lump-sum bonus for retirees; and

BE IT FINALLOY ORDAINED, that all other accounts and provisions of the Fiscal Year 2019 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-2122

Old Business Item #: A.

City Council Regular Meeting

Meeting Date: 06/18/2019

Subject: Budget for the City of Danville

From: Cynthia Thomasson, Budget Director

COUNCIL ACTION

First Reading: 06/04/2019

Final Adoption: 06/18/2019

SUMMARY

The Public Hearing for the Budget of the City of Danville and Capital and Special Projects Plan (CSP) is scheduled to be held on June 2, 2019.

BACKGROUND

The City Manager presented the FY 2020 Proposed Budget in early April 2019. City Council held several work sessions in April to review and make modifications to the proposed budget. A Public Hearing was held on May 21, 2019 for a four cent (\$0.04) increase in the Real Estate Tax, a ten cent (\$0.10) increase in the Personal Property Tax, and a one percent (1%) increase in the Transient Hotel/Motel Tax on any hotel room and any short term rental home, plus a tax of \$2.00 per night of lodging for each room at any hotel and the rental of any short-term rental home.

The schedule of authorized full-time positions and full-time equivalent part-time positions is included.

RECOMMENDATION

It is recommended that City Council adopt the attached resolutions approving the City and CSP Budgets, and the Budget Appropriation Ordinance to appropriate the budget for FY 2020.

Attachments

Resolution

Resolution

Ordinance

Authorized Positions

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2019-____.____

A RESOLUTION APPROVING THE BUDGETS OF THE VARIOUS FUNDS OF THE CITY OF DANVILLE FOR THE FISCAL YEAR ENDING JUNE 30, 2020.

WHEREAS, the Budget of and for the City of Danville for Fiscal year 2020 has been prepared and introduced by the City Manager and received and considered by the Council, including the Budgets for the following funds:

FUND NAME (FROM)	PROPOSED EXPENDITURE	CONTRIBUTION/ TRANSFER TO GENERAL FUND
General Fund	\$112,642,580	
VDOT Special Revenue Fund	11,373,490	
Wastewater	10,195,490	705,860
Water	9,739,430	\$ 950,300
Gas	20,899,590	3,186,330
Power & Light	127,732,960	10,429,610
Telecommunications	1,251,410	81,000
Transportation	4,269,210	(264,630)
Central Services	352,570	-0-
Motorized Equipment	4,368,110	-0-
Insurance Fund	3,301,340	-0-
Sanitation Fund	3,789,480	-0-
Cemetery Fund	931,000	-0-

AND WHEREAS, a brief synopsis of said Budget has been duly published and a public hearing with respect thereto has been conducted by the Council, after due

public notice thereof, and upon consideration of which it is now necessary and desirable to approve the same as prescribed by law.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Danville, Virginia, that the attached Budgets for the City of Danville for the Fiscal Year Ending June 30, 2020 representing the General Fund, VDOT Special Revenue, Water, Wastewater, Gas, Power & Light, Telecommunications, Transportation, Central Services, Motorized Equipment, Insurance, Sanitation, and Cemetery Funds, be, and the same are hereby, approved for informative and fiscal planning purposes pursuant to the City Charter and Sections 15.2-2503 through 15.2-2506 of the Code of Virginia, 1950, as amended.

APPROVED:

MAYOR

ATTEST:

CLERK

Approved as to
Form and Legal Sufficiency:

City Attorney

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2019-____.____

A RESOLUTION APPROVING THE FISCAL YEAR 2020 CAPITAL AND SPECIAL PROJECTS PLAN FOR THE CITY OF DANVILLE, VIRGINIA.

WHEREAS, the City Manager of the City of Danville has proposed and the City Council has reviewed a plan prioritizing, scheduling, and funding capital and special projects; and

WHEREAS, this plan has been updated to assist with the City in the planning, acquisition, construction, and improvement of various public facilities that promote the development of the City; and

WHEREAS, the plan provides an expedient process for the City of Danville to acquire, construct, extend, renovate, and improve its utility systems in an orderly and coordinated fashion to promote the public welfare of the City and to comply with Federal and State environmental protection regulations; and

WHEREAS, projects proposed to be funded with proceeds from bonds are contingent upon City Council's approval of the issuance of such bonds; and

WHEREAS, such approval shall be by resolution and appropriation by ordinance; and

WHEREAS, it should be recognized that the plan beyond Fiscal Year 2020 is for planning purposes and does not obligate or commit the City to projects included in the plan beyond Fiscal Year 2020.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Danville, Virginia, that the Fiscal Year 2020 Capital and Special Projects Plan referred to above and incorporated herein and made a part hereof by reference be, and the same is, hereby approved.

APPROVED:

MAYOR

ATTEST:

CLERK

Approved as to
Form and Legal Sufficiency:

City Attorney

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2019-____.____

**BUDGET APPROPRIATION ORDINANCE
FOR FISCAL YEAR 2020**

WHEREAS, the Budget of and for the City of Danville for Fiscal Year 2020 has been prepared by the City Manager and, after collaboration with the Council, completed and introduced and a brief synopsis thereof was duly published once in the newspaper having general circulation within the City and due notice given of a public hearing which was held on June 4, 2019 at 7:00 p.m., in the Council Chambers, at which any citizen of the City had a right and opportunity to attend and to state his views with regard to such Budget, and such public hearing having been held as advertised, all pursuant to the requirements and provisions of Sections 8-6 and 8-7 of the Charter of the City of Danville, Virginia, 1986, as amended, and of Chapter 25 of Title 15.2 of the Code of Virginia, 1950, as amended; and

WHEREAS, the Council, after having duly considered all views and opinions expressed at such public hearing, approved such budget and does now desire to appropriate funds necessary and available to finance the Budget for the operations of the City for Fiscal Year 2020.

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

1. The Estimated Revenues and Revenue Contributions and the appropriation of funds to finance the Budgets of and for the City of Danville, Virginia, for the period beginning July 1, 2019 and ending June 30, 2020, be, and the same hereby are, as follows:

I. GENERAL FUND

Estimated Revenue FY 2019	\$112,642,580
Appropriations	<u>112,642,580</u>
Unappropriated	<u>\$ -0-</u>

II. VDOT STREET MAINTENANCE FUND

Estimated Revenue FY 2019	\$ 11,373,490
Appropriations	<u>11,373,490</u>
Unappropriated	<u>\$ -0-</u>

II. UTILITY FUNDS

	Wastewater	Water	Gas	Electric	Telecommunications
Operating Revenues	\$ 9,358,110	9,023,610	21,935,040	129,363,920	610,630
Expenditures	<u>10,195,490</u>	<u>9,739,430</u>	<u>20,899,590</u>	<u>127,732,960</u>	<u>1,251,410</u>
Excess of Revenues Over (Under) Expenditures	(837,380)	(715,820)	1,035,450	1,630,960	(640,780)
Add: Depreciation	2,115,000	1,685,000	1,556,000	8,573,000	476,620
Contribution/Transfer (To)/From General Fund	<u>(705,760)</u>	<u>(950,300)</u>	<u>(3,186,330)</u>	<u>(10,429,610)</u>	<u>(81,000)</u>
Increase (Decrease) In Fund Balance	<u>\$ 571,860</u>	<u>18,880</u>	<u>(594,880)</u>	<u>(225,650)</u>	<u>(245,160)</u>

III. OTHER FUNDS

SUMMARY	Transportation	Central Services	Motorized Equipment	Insurance	Sanitation	Cemetery
Operating Revenues	\$3,314,580	257,400	3,408,210	3,360,200	3,768,060	996,180
Expenditures	<u>4,269,210</u>	<u>352,570</u>	<u>4,368,110</u>	<u>3,301,340</u>	<u>3,789,480</u>	<u>931,000</u>
Excess of Revenues Over (Under) Expenditures	(954,630)	(95,170)	(959,900)	58,860	(21,420)	65,280
Add (Deduct): Depreciation	<u>690,000</u>	<u>14,450</u>	<u>831,750</u>	<u>-0-</u>	<u>65,000</u>	<u>-0-</u>
Contribution/Transfer (To) From General Fund	\$264,630	-0-	-0-	-0-	-0-	-0-

Increase (Decrease)						
In Fund Balance	\$ <u>-0-</u>	<u>(80,720)</u>	<u>(128,150)</u>	<u>58,860</u>	<u>43,580</u>	<u>65,280</u>

2. Flexible budgets are hereby authorized whereby appropriations may be increased to the extent that actual revenues exceed the original revenue budget amount.

This provision shall apply to the following:

<u>Appropriation</u>	<u>Revenue</u>
Purchased Power	Electric Revenues
Natural Gas Purchases	Natural Gas Revenues
Cast Iron Main Replacement	Gas Refunds
Electric Capital Reserve	Electric Refunds
DMV Fees	DMV Fees-P/Taxes
Landscape Projects	Donations - Grant Fund
Capital Expenditures	Utility Grants-in-Aid
from Grants-in-Aid	of Construction
P/W Street Maintenance	VDOT Street & Hwy Maint.
Social Services	State Categorical Aid- Dept of Social Svcs.
Mass Transit Fund	State & Federal Categorical Aid – Transportation
Police/Fire/PRT Departments Extra Pay	Recoveries – Extra Pay
Police Department	Forfeited Funds- State & Federal
Police Department Investigation Expense	Interest Earned-Unexpended Federal & State Forfeited Funds
Commonwealth Attorney Prosecution Expense-State Prosecution Expense-State	Forfeited Funds Interest earned on Forfeited Funds
HAZMAT Reimbursable Expenditures	Emergency Services Funds
Older Americans Title IIIB	Program Income
Older Americans Title IIID	Program Income

Econ Development Projects	Proceeds from Sale of Buildings or Property
Human Resources Wellness Recovery Funds	Wellness Program Expenditures
Grants Funds	State/Federal Funding & Private Donations
Clerk of Circuit Court Index/Records	VA Supreme Court- Technology Trust Fund
Community Development Fund CDBG-Rehab-Private Property HOME-Rehab-Private Property	Program Income Program Income
All Funds Repairs/Replacement- From Insurance/Accident Claims	Recoveries – Accident Claims

3. For the operation of the several City departments, as set forth in the "Intra-governmental Service Fund" Budgets, the Council hereby authorizes transfers from the General Fund for cash deficits resulting from internal charges and credits for the Year Ended June 30, 2019.

4. The accounting for funds designated within the General Fund as unanticipated grants/donations not exceeding \$20,000 and requiring no local funding are authorized for expenditure/assignment within the General Fund or Special Grants Fund. Unanticipated grants/donations in excess of \$20,000 to be submitted as an additional appropriation ordinance for City Council approval and adoption.

5. Transfers of funds from the General Fund to the accounts in the "Special Grants Fund" of the City for the purpose of making temporary advances to the Special Grants Fund pending receipt of reimbursements of such grant funds and for the purpose of adjusting any cash deficits in such Special Grants Funds for the Fiscal Year Ending June 30, 2019, be, and the same are hereby, authorized.

6. Any deficit resulting from the operations of the Cemetery Enterprise Fund shall be financed by a transfer from the General Fund.
7. Authorization to transfer up to ½ the increase in Unassigned Fund Balance to the Budget Stabilization Fund at June 30, 2019 up to the maximum balance as prescribed by City Council's Financial Policy.
8. Authorization to transfer unexpended funds for the Line of Duty Act (LODA), General Liability Insurance, and Worker's Compensation to the Insurance Fund to be held in reserve for future expenses unless such transfer reduces unassigned Fund Balance/Retained Earnings in respective funds.
9. The Fiscal Year 2020 Personnel Budget setting forth the Personal Services Detail showing approved as to the total number of authorized full-time and full-time equivalent part-time positions is attached. The City Manager be, and he is hereby, authorized to allocate positions within similar occupational groupings as he may deem necessary and appropriate for the operation of the City, provided that the total number of positions and the total expenditures therefore do not exceed the authorized numbers and amounts set forth in the Budget.
10. The Director of Finance be, and he is hereby, authorized and directed to record the budget appropriations made hereby and the expenditures thereof in such manner and in such detail as may be appropriate for management and financial reporting purposes.
11. A sum of sufficient amount be, and the same is hereby, appropriated for the purchase of inventories of materials and supplies, and/or equipment and vehicle parts to maintain adequate operating inventories for City departments, provided cash funds are available for payment of said purchases.
12. The funds appropriated in Fiscal Year 2019 and in prior years for the City or School System, which were encumbered by purchase order or contract as of June 30,

2019, be, and the same are hereby, reappropriated for the purpose of liquidating said outstanding encumbrances.

13. Appropriations for the following are deemed to be on a continuing basis and will continue in effect until the purposes have been achieved or said funds expended whichever comes first:

Police Department - Investigation Expense

Commonwealth Attorney-Prosecution Expense-State Funds

Appropriations for Grants Funds - Federal, State, Local Share

Law Library

Unexpended Tuition Reimbursement Funds – To the extent funding has been committed and approved prior to June 30

Capital Improvement Projects (unless transferred or cancelled by the City Manager and/or City Council)

Sheriff's Office – Jail R& B Fee

Parks, Recreation & Tourism – Scholarship Funds & Revolving Accounts

Recoveries/Appropriations - Accident/Insurance Claims

14. Appropriations designated as transfers to Capital Improvements, other than projects funded by grant or the issuance of bonds, are hereby authorized as appropriations in the receiving fund in accordance with the Capital Improvements Plan approved by City Council.

15. All expenditures in excess of amount budgeted for Group Health Insurance shall be financed by a transfer from the Insurance Fund.

16. Authorization for appropriation of Law Library Revenues reserved from prior fiscal years in Advance Collections.

17. Authorization to carry forward unexpended appropriation for Regional Industrial Facilities Authority Debt Service including interest earned and to designate as reserved funding to be used for the purpose for which it was appropriated.

18. Authorization to carry forward unencumbered appropriation for Support of Public Schools as of June 30, 2019.

19. Authorization for appropriation in the Capital Projects Fund of Support of and Debt Service requirements for the Regional Industrial Facilities Authority as provided in the General Fund Budget.

20. Subject to the provisions herein, departments are authorized to transfer budget between line items within the department within the same fund with the following limitations:

- No transfers allowed to or from salary/benefit line items to operating line items unless approved by City Manager, Deputy City Manager, or Budget Director.
- No transfers allowed from fixed line items (General Liability Insurance, Worker's Compensation, Depreciation, Debt Service Principal/Interest, Motorpool Rental) to operating or salary/benefit line items unless approved by City Manager, Deputy City Manager, or Budget Director.
- All transfers must be approved by Department Director or designee.

21. The City Manager or designee is authorized to transfer budget from contingency within same fund.

22. The City Manager, Deputy City Manager, or Budget Director are authorized to transfer funds between departments within same fund at year-end to cover over-expenditures and during the fiscal year for special one-time purposes.

23. Budget Adjustments are hereby authorized for Bond Refundings as approved by City Council.

24. Transfers of funds from the General Fund to the Economic Development Fund are available for transfer to the Industrial Development Authority for payments of economic development projects.

25. This Ordinance shall become and be effective on and as of July 1, 2019.

APPROVED:

MAYOR

ATTEST:

CLERK

Approved as to
Form and Legal Sufficiency:

City Attorney

CITY OF DANVILLE									
FY 2020 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS									
FTE = Full-time Equivalent									
Fiscal Year 2019				Fiscal Year 2020					
Full-Time Positions	Part-Time FTEs		Totals	Full-Time Positions	Part-Time FTEs		Totals	POSITION TITLE	
								City Manager's Office (01100)	
1			1.0	1			1.0	City Manager	
1			1.0	1			1.0	Deputy City Manager	
1			1.0	1			1.0	Assistant to the City Manager	
1			1.0	1			1.0	Clerk of Council	
1			1.0	1			1.0	Multi-media Design Manager	
1			1.0	1			1.0	Public Information Officer (Funded by Utilities)	
1			1.0	1			1.0	Youth & Gang Violence Coordinator (Funded by Grant)	
1			1.0	1			1.0	Director of Budget	
1			1.0	1			1.0	Executive Assistant	
1			1.0	1			1.0	Executive Secretary	
10	-		10.0	10	-		10.0	TOTAL CITY MANAGER'S OFFICE	
								City Attorney's Office (01105)	
1			1.0	1			1.0	City Attorney	
1			1.0	1			1.0	Assistant City Attorney I *	
1			1.0	1			1.0	Assistant City Attorney II	
1			1.0	1			1.0	Legal Assistant	
1			1.0	1			1.0	Legal Secretary	
5	-		5.0	5	-		5.0	TOTAL CITY ATTORNEY'S OFFICE	
								Assistant City Attorney I funded by Blight	
								COMMUNITY DEVELOPMENT DEPARTMENT	
								Community Development Fund (12110)	
1			1.0	1			1.0	Community Redevelopment Specialist	
2			2.0	2			2.0	Cost Estimator/Inspector	
1			1.0	1			1.0	Housing & Development Planning Specialist	
1			1.0	1			1.0	Senior Account Clerk	
1			1.0	1			1.0	Secretary	
6			6.0	6			6.0	Sub-Total	
								Director of Community Development (01700)	
1			1.0	1			1.0	Director of Community Development	
1			1.0	1			1.0	Accountant II	
1			1.0	1			1.0	Senior Secretary	
3	-		3.0	3	-		3.0	Sub-Total	

CITY OF DANVILLE										
FY 2020 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS										
FTE = Full-time Equivalent										
Fiscal Year 2019					Fiscal Year 2020					
Full-Time Positions	Part-Time FTEs		Totals		Full-Time Positions	Part-Time FTEs		Totals	POSITION TITLE	
									Inspections Office (01710)	
1			1.0		1			1.0	Division Director of Inspections	
1			1.0		1			1.0	Inspections Supervisor	
1			1.0		1			1.0	Plumbing/Cross Connection Inspector	
1			1.0		1			1.0	Mechanical Inspector	
1			1.0		1			1.0	Electrical Inspector	
2			2.0		2			2.0	Building Inspector	
4			4.0		4			4.0	Property Maintenance Inspector	
1			1.0		1			1.0	Property Maintenance Code Coordinator	
1			1.0		1			1.0	Permit Technician	
13	-		13.0		13	-		13.0	Sub-Total	
									*Planning Office (01715)	
-			-		-			-	Division Director of Planning	
2			2.0		2			2.0	Combination of:	
									Senior Planner	
									Associate Planner	
									Planning Technician	
2	-		2.0		2	-		2.0	Sub-Total	
24	-		24		24	-		24	TOTAL COMMUNITY DEVELOPMENT DEPARTM	

CITY OF DANVILLE									
FY 2020 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS									
FTE = Full-time Equivalent									
Fiscal Year 2019				Fiscal Year 2020					
Full-Time Positions	Part-Time FTEs		Totals	Full-Time Positions	Part-Time FTEs		Totals	POSITION TITLE	
								Social Services Department (01520)	
1			1.0	1			1.0	Director of Social Services	
1			1.0	1			1.0	Family Services Manager	
1			1.0	1			1.0	Eligibility Services Manager	
3			3.0	3			3.0	Family Services Supervisor	
1			1.0	1			1.0	Accountant II	
1			1.0	1			1.0	Employment Service Supervisor	
3			3.0	3			3.0	Eligibility Supervisor	
3			3.0	2			2.0	Senior Family Services Specialist	
1			1.0	1			1.0	Comprehensive Services Coordinator (Grant Funded)	
5			5.0	5			5.0	Child Protective Service Worker	
15			15.0	15			15.0	Family Services Specialist	
4			4.0	4			4.0	Senior Eligibility Worker	
2			2.0	2			2.0	Fraud Investigator	
2			2.0	2			2.0	Administrative Assistant (One Grant Funded)	
8			8.0	8			8.0	Employment Services Worker	
				1			1.0	Sr Employment Services Worker	
1			1.0	1			1.0	SNAPET Coordinator	
33	1.8		34.8	33	1.8		34.8	Eligibility Worker	
1			1.0	1			1.0	Senior Secretary	
1			1.0	1			1.0	Senior Account Clerk	
4			4.0	4			4.0	Senior Administrative Specialist	
1			1.0	1			1.0	Social Service Aide	
1			1.0	1			1.0	Employment Service Aide	
9	0.6		9.6	9	0.6		9.6	Administrative Specialist	
102	2.4		104.4	102	2.4		104.4	Sub-Total	
								Economic Development Department (01180)	
1			1.0	1			1.0	Director of Economic Development	
1			1.0	1			1.0	Assistant Director of Economic Development	
1			1.0	1			1.0	Economic Development Project Manager	
1			1.0	1			1.0	Marketing & Research Manager	
1			1.0	1			1.0	Special Project Manager	
5	-		5.0	5	-		5.0	TOTAL ECONOMIC DEVELOPMENT DEPARTMENT	

CITY OF DANVILLE									
FY 2020 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS									
FTE = Full-time Equivalent									
Fiscal Year 2019				Fiscal Year 2020					
Full-Time Positions	Part-Time FTEs		Totals	Full-Time Positions	Part-Time FTEs		Totals	POSITION TITLE	
								FINANCE DEPARTMENT	
								Customer Accounts	
1			1.0	1			1.0	Division Director of Customer Accounts	
1			1.0	1			1.0	Collections Supervisor	
1			1.0	1			1.0	Delinquent Collections Coordinator	
2			2.0	2			2.0	Senior Collections Clerk	
4			4.0	4			4.0	Combination of:	
								Collection Clerk II	
								Senior Cashier	
								Collection Clerk I	
5			5.0	5			5.0	Cashier	
				1			1.0	Division Director of Customer Service	
				1			1.0	Sr Customer Service/Training Representative	
				6			6.0	Combination of:	
								Senior Utility Billing Clerk	
								Utility Special Billing Clerk	
								Utility Billing Clerk	
				8			8.0	Customer Service Representative	
14	-		14	30	-		30		
								Central Services Fund (42110)	
1			1.0	1			1.0	Print Shop Technician	
3			3.0	3			3.0	Combination of:	
								Senior Printer	
								Printer	
4	-		4.0	4	-		4.0	Sub-Total	
								Director of Finance (01200)	
1			1.0	1			1.0	Director of Finance	
1			1.0	1			1.0	Senior Secretary	
2	-		2.0	2	-		2.0	Sub-Total	
								Accounting (01205)	
1			1.0	1			1.0	Assistant Director of Finance	
1			1.0	1			1.0	Business Systems Accountant	
3			3.0	3			3.0	Accountant II	
1			1.0	1			1.0	Accountant III	
1			1.0	1			1.0	Payroll Technician	
1			1.0	1			1.0	Senior Account Clerk	
2			2.0	2			2.0	Account Clerk	
10	-		10.0	10	-		10.0	Sub-Total	

CITY OF DANVILLE									
FY 2020 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS									
FTE = Full-time Equivalent									
Fiscal Year 2019				Fiscal Year 2020					
Full-Time Positions	Part-Time FTEs		Totals	Full-Time Positions	Part-Time FTEs		Totals	POSITION TITLE	
								Internal Auditor (01208)	
1	-		1.0	1	-		1.0	Senior Internal Auditor	
								Purchasing (01215)	
1			1.0	1			1.0	Division Director of Purchasing	
1			1.0	1			1.0	Buyer	
1			1.0	1			1.0	Senior Purchasing Clerk	
1			1.0	1			1.0	Purchasing Clerk	
4	-		4.0	4	-		4.0	Sub-Total	
								Real Estate (01220)	
1			1.0	1			1.0	Division Director of Real Estate Assessment	
3			3.0	3			3.0	Combination of:	
								Real Estate Appraiser III	
								Real Estate Appraiser II	
								Real Estate Appraiser I	
1			1.0	1			1.0	Combination of:	
								Senior Real Estate Assessment Clerk	
								Real Estate Assessment Clerk	
5	-		5.0	5	-		5.0	Sub-Total	
40	-		40	56	-		56	TOTAL FINANCE DEPARTMENT	
								FIRE DEPARTMENT	
								Emergency Communications (01330)	
	0.5		0.5		0.5		0.5	CERT Coordinator	
1			1.0	1			1.0	Emergency Communications Manager	
4			4.0	4			4.0	Emergency Telecommunications Supervisor	
16			16.0	16			16.0	Emergency Telecommunicator	
21	0.5		21.5	21	0.5		21.5	Sub-Total	

CITY OF DANVILLE									
FY 2020 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS									
FTE = Full-time Equivalent									
Fiscal Year 2019				Fiscal Year 2020					
Full-Time Positions	Part-Time FTEs		Totals	Full-Time Positions	Part-Time FTEs		Totals	POSITION TITLE	
								Fire (01320)	
1			1.0	1			1.0	Fire Chief	
2			2.0	2			2.0	Assistant Fire Chief	
4			4.0	4			4.0	Fire Battalion Chief	
1			1.0	1			1.0	Fire Marshal	
21			21.0	21			21.0	Fire Captain	
1			1.0	1			1.0	Assistant Fire Marshal	
1			1.0	1			1.0	Fire Code Inspector	
6			6.0	6			6.0	Fire Lt./Asst. Training Officer	
24			24.0	24			24.0	Fire Fighter/Engineer	
1			1.0	1			1.0	Fire Support Analyst	
60			60.0	60			60.0	Fire Fighter	
1			1.0	1			1.0	Administrative Assistant	
1			1.0	1			1.0	Senior Secretary	
124	-		124.0	124	-		124.0	Sub-Total	
145	0.5		145.5	145	0.5		145.5	TOTAL FIRE DEPARTMENT	
								Circuit Court (01155)	
1			1.0	1			1.0	Law Clerk	
1			1.0	1			1.0	Judicial Assistant	
1			1.0	1			1.0	Legal Secretary	
3	-		3.0	3	-		3.0	TOTAL CIRCUIT COURT	
								22nd District Court Services	
1			1.0	1			1.0	Intake Diversion Specialist	
1	-		1	1	-		1	TOTAL CIRCUIT COURT	
								Human Resources (01110)	
1			1.0	1			1.0	Director of Human Resources	
4			4.0	4			4	Combination of:	
			-				-	Organization Development Consultant	
			-				-	HR Consultant	
1			1.0	1			1.0	Human Resource Technician	
1			1.0	1			1.0	Senior Secretary	
7	-		7.0	7	-		7.0	TOTAL HUMAN RESOURCES	

CITY OF DANVILLE									
FY 2020 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS									
FTE = Full-time Equivalent									
Fiscal Year 2019				Fiscal Year 2020					
Full-Time Positions	Part-Time FTEs		Totals	Full-Time Positions	Part-Time FTEs		Totals	POSITION TITLE	
								Information Technology (01250)	
1			1.0	1			1.0	Director of Information Technology	
3			3.0	3			3.0	Combination of:	
								Assistant Director of Information Technology	
								Division Director of Application Support	
								Division Director of Technical Services	
								IT Project Manager	
								IT Business Relationship Manager	
								IT Business Analyst	
7			7.0	7			7.0	Combination of:	
								Network Systems Engineer	
								Network Administrator	
								System Administrator	
								PC Administrator	
								Network Analyst	
								Sr. IT Support Technician	
								IT Support Technician	
10			10.0	10			10.0	Combination of:	
								Help Desk Manager	
								GIS Coordinator	
								IT Solutions Architect Manager	
								Sr. Applications Support Specialist	
								Sr. Database Administrator	
								IT Application Support Specialist	
								Sr. Programmer Analyst	
								Sr. GIS Programmer Analyst	
								Database Administrator	
								GIS Programmer Analyst	
								Programmer/Analyst	
								GIS Analyst	
1			1.0	1			1.0	Administrative Assistant	
22	-		22.0	22	-		22.0	TOTAL INFORMATION TECHNOLOGY	

CITY OF DANVILLE									
FY 2020 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS									
FTE = Full-time Equivalent									
Fiscal Year 2019				Fiscal Year 2020					
Full-Time Positions	Part-Time FTEs		Totals	Full-Time Positions	Part-Time FTEs		Totals	POSITION TITLE	
								POLICE DEPARTMENT	
								Adult Detention Facility (01515)	
1			1.0	1			1.0	Division Director of Adult Detention	
1			1.0	1			1.0	Chief Correctional Officer	
1			1.0	1			1.0	Service Program Coordinator	
-			-	-			-	Health Services Administrator	
1			1.0	1			1.0	Administrative Lieutenant	
	0.1		0.1		0.1		0.1	Licensed Physician	
1			1.0	1			1.0	Work Program Coordinator	
2			2.0	2			2.0	Correctional Health Assistant	
4			4.0	4			4.0	Correctional Captain	
5			5.0	5			5.0	Correctional Lieutenant	
20	1.1		21.1	20	1.1		21.1	Combination of:	
								Correctional Officer I	
								Correctional Officer II	
2			2.0	2			2.0	Senior Account Clerk	
38	1.2		39.2	38	1.2		39.2	Sub-Total	
								Juvenile Detention Facility (01510)	
1			1.0	1			1.0	Division Director of Juvenile Detention	
1			1.0	1			1.0	Assistant Division Director of Juvenile Detention	
	0.1		0.1		0.1		0.1	Licensed Physician	
1			1.0	1			1.0	Juvenile Program Coordinator	
1			1.0	1			1.0	Nurse	
4			4.0	4			4.0	Shift Supervisor	
1			1.0	1			1.0	Building Maintenance Mechanic I	
1			1.0	1			1.0	Post Dispositional Coordinacor	
4			4.0	4			4.0	Senior Youth Care Worker	
2			2.0	2			2.0	Alternative Detention Case Worker (Grant Funded)	
27	4.4		31.4	27	4.4		31.4	Youth Care Worker	
1			1.0	1			1.0	Senior Account Clerk	
2			2.0	2			2.0	Secretary	
1			1.0	1			1.0	Custodian	
47	4.5		51.5	47	4.5		51.5	Sub-Total	

CITY OF DANVILLE									
FY 2020 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS									
FTE = Full-time Equivalent									
Fiscal Year 2019				Fiscal Year 2020					
Full-Time Positions	Part-Time FTEs		Totals	Full-Time Positions	Part-Time FTEs		Totals	POSITION TITLE	
								Police (01330)	
1			1.0	1			1.0	Police Chief	
1			1.0	1			1.0	Police Lieutenant Colonel	
2			2.0	2			2.0	Police Major	
7			7.0	4			4.0	Police Captain	
10			10.0	9			9.0	Police Lieutenant	
8			8.0	12			12.0	Police Sergeant	
17			17.0	17			17.0	Police Corporal	
89			89.0	89			89.0	Police Officer (Four positions unfunded)	
1			1.0	1			1.0	Quarter Master	
1			1.0	1			1.0	Police Records Office Manager	
1			1.0	1			1.0	Police Video Technician	
1			1.0	1			1.0	Police Property & Evidence Technician	
1			1.0	1			1.0	Administrative Assistant	
1			1.0	2			2.0	Animal Control Officer	
2			2.0	2			2.0	Secretary	
1			1.0	1			1.0	Senior Secretary	
3			3.0	3			3.0	Police Records Clerk	
1			1.0	1			1.0	Crime Analyst	
	0.6		0.6		0.6		0.6	Parking Attendant	
	2.0		2.0		2.0		2.0	School Crossing Guard	
148	2.6		150.6	149	2.6		151.6	Sub-Total	
233	8.3		241.3	234	8.3		242.3	TOTAL POLICE DEPARTMENT	
								PARKS & RECREATION DEPARTMENT	
								Parks & Recreation - Administration (01292)	
1			1.0	1			1.0	Director of Parks & Recreation	
1			1.0	1			1.0	Division Director of Parks & Recreation Administration	
1			1.0	1			1.0	P&R Communications Specialist	
1			1.0	1			1.0	Program Coordinator	
1			1.0	1			1.0	Facilities & Services Planning Specialist	
1			1.0	1			1.0	Senior Secretary	
1			1.0	1			1.0	Secretary	
2			2.0	2			2.0	Custodian	
1	0.3		1.3	1	0.3		1.3	Administrative Specialist	
	0.6		0.6		0.6		0.6	Recreation Program Supervisor	
	0.3		0.3		0.3		0.3	Recreation Facility Operator	
1			1.0	1			1.0	Outdoor Recreation Program Supervisor	
	0.2		0.2		0.2		0.2	Intern	
11	1.4		12.4	11	1.4		12.4	Sub-Total	

CITY OF DANVILLE									
FY 2020 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS									
FTE = Full-time Equivalent									
Fiscal Year 2019				Fiscal Year 2020					
Full-Time Positions	Part-Time FTEs		Totals	Full-Time Positions	Part-Time FTEs		Totals	POSITION TITLE	
1			1.0	1			1.0	Program Coordinator	
	0.6		0.6		0.6		0.6	Administrative Specialist	
	0.5		0.5		0.5		0.5	Custodian	
	0.9		0.9		0.9		0.9	Recreation Program Supervisor	
	0.7		0.7		0.7		0.7	Recreation Sports Official	
	1.4		1.4		1.4		1.4	Recreation Facility Operator	
2	4.1		6.1	2	4.1		6.1	Sub-Total	
								Community Recreation (01605)	
1			1.0	1			1.0	Division Director of Community Recreation	
4			4.0	4			4.0	Program Coordinator	
2			2.0	2			2.0	Recreation Grants Specialist (Grant Funded)	
-	0.9		0.9	-	0.9		0.9	Custodian	
1			1.0	1			1.0	Administrative Specialist	
	1.7		1.7		1.7		1.7	Recreation Aide	
	2.0		2.0		2.0		2.0	Recreation Leader	
1	1.5		2.5	1	1.5		2.5	Recreation Program Supervisor	
	0.2		0.2		0.2		0.2	Recreation Instructor	
	1.6		1.6		1.6		1.6	Recreation Site Supervisor	
	2.5		2.5		2.5		2.5	Recreation Facility Operator	
9.0	10.4		19.4	9.0	10.4		19.4	Sub-Total	
								Park Maintenance (01316)	
1			1.0	1			1.0	Division Director of Parks Maintenance	
1			1.0	1			1.0	Parks Supervisor	
1			1.0	1			1.0	Crew Supervisor	
11			11.0	11			11.0	Combination of:	
								Park Maintenance Technician	
								Parks Groundskeeper II	
								Parks Groundskeeper I	
								Motor Equipment Operator I	
1	1.8		2.8	1	1.8		2.8	Public Service Worker	
-			-	-			-	Administrative Specialist	
15	1.8		16.8	15	1.8		16.8	Sub-Total	

CITY OF DANVILLE									
FY 2020 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS									
FTE = Full-time Equivalent									
Fiscal Year 2019				Fiscal Year 2020					
Full-Time Positions	Part-Time FTEs		Totals	Full-Time Positions	Part-Time FTEs		Totals	POSITION TITLE	
								Special Recreation (01610)	
1			1.0	1			1.0	Division Director of Special Recreation	
3			3.0	3			3.0	Program Coordinator	
1			1.0	1			1.0	Recreation Grants Specialist	
1			1.0	1			1.0	Special Population Assistant	
1	0.4		1.4	1	0.4		1.4	Custodian	
1			1.0	1			1.0	Account Clerk	
	1.3		1.3		1.3		1.3	Administrative Specialist	
	1.4		1.4		1.4		1.4	Recreation Leader	
2	2.6		4.6	2	2.6		4.6	Recreation Program Supervisor	
	0.6		0.6		0.6		0.6	Recreation Aide	
			-		0.5		0.5	Van Driver	
10	6.3		16.3	10	6.8		16.8	Sub-Total	
								Public Library (01540)	
1			1.0	1			1.0	Division Director of Library	
1			1.0	1			1.0	Adult Services Librarian	
1			1.0	1			1.0	Children's Librarian	
1			1.0	1			1.0	Circulation Supervisor	
1			1.0	1			1.0	Circulation Specialist	
1			1.0	1			1.0	Technical Services Librarian	
2			2.0	2			2.0	Library Services Specialist	
4	3.2		7.2	4	3.2		7.2	Information Specialist	
1			1.0	1			1.0	Senior Administrative Specialist	
	0.6		0.6		0.6		0.6	Law Library Information Specialist	
1			1.0	1			1.0	Library Technology Specialist	
14	3.8		17.8	14	3.8		17.8	Sub-Total	
61	27.8		88.8	61	28.3		89.3	TOTAL PARKS & RECREATION	
								PUBLIC WORKS DEPARTMENT	
								Cemetery Maintenance (fund 59) (59110)	
1			1.0	1			1.0	General Supervisor	
2			2.0	2			2.0	Cemetery Supervisor	
10			10.0	10			10.0	Combination of:	
								Groundskeeper	
								Public Service Worker/Operator	
13	-		13.0	13	-		13.0	Sub-Total	

CITY OF DANVILLE									
FY 2020 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS									
FTE = Full-time Equivalent									
Fiscal Year 2019				Fiscal Year 2020					
Full-Time Positions	Part-Time FTEs		Totals	Full-Time Positions	Part-Time FTEs		Totals	POSITION TITLE	
								Public Works Administration (0125301) (01400)	
1			1.0	1			1.0	Director of Public Works	
1			1.0	1			1.0	Division Director Public Works Administration	
1			1.0	1			1.0	Senior Administrative Assistant	
1			1.0	1			1.0	Administrative Assistant	
1			1.0	1			1.0	Senior Account Clerk	
1			1.0	1			1.0	Senior Secretary	
3			3.0	3			3.0	Account Clerk	
9	-		9.0	9	-		9.0	Sub-Total	
								P/W Building Maintenance (01250) (01440)	
1			1.0	1			1.0	Division Director of Building & Grounds	
1			1.0	1			1.0	General Supervisor	
1			1.0	1			1.0	Custodian Supervisor	
7			7.0	7			7.0	Combination of:	
								Building Maintenance Mechanic III	
								Building Maintenance Mechanic II	
								Building Maintenance Mechanic I	
1			1.0	1			1.0	Senior Custodian	
8			8.0	8			8.0	Custodian	
19	-		19.0	19	-		19.0	Sub-Total	
								Motorized Equipment (Fund 44) (44110)	
2			2.0	2			2.0	Equipment Maintenance Supervisor	
2			2.0	2			2.0	Public Works Warehouse Stock Clerk	
15			15.0	15			15.0	Combination of:	
								Automotive Equipment Mechanic III	
								Welder	
								Automotive Equipment Mechanic II	
								Automotive Service Technician	
								Automotive Equipment Mechanic I	
1			1.0	1			1.0	Transit Mechanic	
20	-		20.0	20	-		20.0	Sub-Total	
								Motorized Equipment-Communications (Fund 44) (44110)	
1			1.0	1			1.0	Communications Systems Manager	

CITY OF DANVILLE									
FY 2020 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS									
FTE = Full-time Equivalent									
Fiscal Year 2019				Fiscal Year 2020					
Full-Time Positions	Part-Time FTEs		Totals	Full-Time Positions	Part-Time FTEs		Totals	POSITION TITLE	
								P/W Sewer Maintenance (Fund 51) (51220)	
1			1.0	1			1.0	General Supervisor	
1			1.0	1			1.0	Crew Supervisor	
1			1.0	1			1.0	CCTV Technician	
8			8.0	8			8.0	Combination of:	
								Heavy Equipment Operator	
								Motor Equipment Operator III	
								Motor Equipment Operator II	
								Motor Equipment Operator I	
								Public Service Worker/ Operator	
11	-		11.0	11	-		11.0	Sub-Total	
								P/W Sanitation-Code Enforcement (Fund 58) (58150)	
2			2.0	2			2.0	Code Enforcement Inspector	
								P/W Sanitation-Composting (Fund 58) (58120)	
1			1.0	1			1.0	Sanitation Operator I	
								P/W Sanitation-Recycling (Fund 58) (58140)	
1			1.0	1			1.0	Recycling Center Operator	
2			2.0	2			2.0	Combination of:	
								Sanitation Operator I	
								Sanitation Operator II	
3	-		3.0	3	-		3.0	Sub-Total	
								P/W Sanitation-Residential Refuse Collection (Fund 58) (58130)	
1			1.0	1			1.0	Division Director of Sanitation	
1			1.0	1			1.0	General Supervisor	
11			11.0	11			11.0	Combination of:	
								Sanitation Operator II	
								Sanitation Operator I	
								Public Service Worker/Operator	
								Solid Waste Collector	
13	-		13.0	13	-		13.0	Sub-Total	
								P/W Sanitation-Yardwaste (Fund 58) (58130)	
8			8.0	8			8.0	Combination of:	
								Sanitation Operator I	
								Sanitation Operator II	
								Public Service Worker/Operator	
8			8.0	8			8.0		

CITY OF DANVILLE									
FY 2020 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS									
FTE = Full-time Equivalent									
Fiscal Year 2019				Fiscal Year 2020					
Full-Time Positions	Part-Time FTEs		Totals	Full-Time Positions	Part-Time FTEs		Totals	POSITION TITLE	
								P/W VDOT-Engineering (Fund 15-244) (15110)	
1			1.0	1			1.0	Assistant Director of P/W - City Engineer	
4			4.0	4			4.0	Combination of:	
			-				-	Public Works Chief Engineer	
			-				-	Project Manager	
7			7.0	7			7.0	Combination of:	
								Survey Party Supervisor	
								Public Works GIS/CAD Engineering Technician	
								Public Works Project Engineer	
								Construction Inspector	
								Engineering Technician	
12	-		12.0	12	-		12.0	Sub-Total	
								P/W VDOT- Grounds Maintenance (Fund 15-247) (152)	
1			1.0	1			1.0	General Supervisor	
1			1.0	1			1.0	Crew Supervisor	
13			13.0	13			13.0	Combination of:	
								Motor Equipment Operator II	
								Motor Equipment Operator I	
								Public Service Worker/ Operator	
2			2.0	2			2.0	Groundskeeper	
17	-		17.0	17	-		17.0	Sub-Total	
								P/W VDOT-Street Cleaning (Fund 15-247) (15125)	
7			7.0	7			7.0	Combination of:	
								Public Service Worker/ Operator	
								Motor Equipment Operator II	
								Motor Equipment Operator I	
7	-		7.0	7	-		7.0	Sub-Total	

CITY OF DANVILLE									
FY 2020 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS									
FTE = Full-time Equivalent									
Fiscal Year 2019				Fiscal Year 2020					
Full-Time Positions	Part-Time FTEs		Totals	Full-Time Positions	Part-Time FTEs		Totals	POSITION TITLE	
								P/W VDOT-Street Maintenance (Fund 15-247) (1512)	
1			1.0	1			1.0	Division Director of Streets	
1			1.0	1			1.0	Training & Safety Manager	
2			2.0	2			2.0	General Supervisor	
3			3.0	3			3.0	Crew Supervisor	
1			1.0	1			1.0	Code Enforcement Inspector	
26			26.0	26			26.0	Combination of:	
								Heavy Equipment Operator	
								Motor Equipment Operator III	
								Motor Equipment Operator II	
								Motor Equipment Operator I	
								Public Service Worker/ Operator	
1			1.0	1			1.0	Groundskeeper	
35	-		35.0	35	-		35.0	Sub-Total	
								P/W VDOT-Traffic Control (Fund 15-244) (15115)	
1			1.0	1			1.0	Traffic Control Superintendent	
1			1.0	1			1.0	Traffic Control Crew Supervisor	
1			1.0	1			1.0	Senior Traffic Signal Technician	
1			1.0	1			1.0	Traffic Signal Technician	
1			1.0	1			1.0	Sign Technician	
4			4.0	4			4.0	Combination of:	
								Motor Equipment Operator II	
								Motor Equipment Operator II	
								Motor Equipment Operator I	
								Public Service Worker/ Operator	
9	-		9.0	9	-		9.0	Sub-Total	
180	-		180	180	-		180	TOTAL PUBLIC WORKS DEPARTMENT	
								TRANSPORTATION DEPARTMENT	
								Airport (01350)	
1			1.0	1			1.0	Senior Administrative Assistant	
1			1.0	1			1.0	Transportation Building & Grounds Superintendent	
1			1.0	1			1.0	Airport Maintenance Security Tech II	
1	3.0		4.0	1	3.0		4.0	Airport Maintenance Security Tech I	
4	3.0		7.0	4	3.0		7.0	Sub-Total	

CITY OF DANVILLE									
FY 2020 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS									
FTE = Full-time Equivalent									
Fiscal Year 2019				Fiscal Year 2020					
Full-Time Positions	Part-Time FTEs		Totals	Full-Time Positions	Part-Time FTEs		Totals	POSITION TITLE	
								Mass Transit (Fund 56) (56110)	
1			1.0	1			1.0	Director of Transportation Services	
1			1.0	1			1.0	Transportation Services Division Direcotr	
2			2.0	2			2.0	Transportation Supervisor	
1			1.0	1			1.0	Transportation Dispatcher	
1			1.0	1			1.0	Senior Account Clerk	
1			1.0	1			1.0	Recreation Grants Specialist	
30	0.6		30.6	30	0.6		30.6	Combination of:	
								Transit Driver I	
								Transit Driver II	
1			1.0	1			1.0	Account Clerk	
38	0.6		38.6	38	0.6		38.6	Sub-Total	
42	3.6		45.6	42	3.6		45.6	TOTAL TRANSPORTATION DEPARTMENT	
								UTILITIES DEPARTMENT	
								Utilities Administration (Fund 54) (50100)	
1			1.0	1			1.0	Utilities Director	
1			1.0	1			1.0	Key Accounts Manager	
1			1.0	1			1.0	SCADA Analyst	
2			2.0	2			2.0	Senior Secretary	
5	-		5.0	5	-		5.0	Sub-Total	
								Utilities - Fiscal Services (Fund 54) (50110)	
1			1.0	1			1.0	Division Director of Support Services	
1			1.0	1			1.0	Accountant II	
1			1.0	1			1.0	Training & Safety Manager	
				1			1.0	Facilities & Fleet Manager	
1			1.0	1			1.0	Utilities Warehouse Manager	
2			2.0	2			2.0	Senior Account Clerk	
3			3.0	3			3.0	Warehouse Stock Clerk	
9	-		9.0	10	-		10.0	Sub-Total	

CITY OF DANVILLE									
FY 2020 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS									
FTE = Full-time Equivalent									
Fiscal Year 2019				Fiscal Year 2020					
Full-Time Positions	Part-Time FTEs		Totals	Full-Time Positions	Part-Time FTEs		Totals	POSITION TITLE	
								Utilities - Customer Service (Fund 54) (50120)	
1			1.0				-	Division Director of Customer Service	
1			1.0				-	AMI Support Technician	
1			1.0				-	Sr Customer Service/Training Representative	
6			6.0				-	Combination of:	
								Senior Utility Billing Clerk	
								Utility Special Billing Clerk	
								Utility Billing Clerk	
8			8.0				-	Customer Service Representative	
17	-		17.0	-	-		-	Sub-Total	
Moved to General Fund, Finance Department									
								Water Treatment Administration (Fund 52) (52100)	
1			1.0	1			1.0	Division Director of Water/Wastewater Treatment	
1			1.0	1			1.0	Senior Secretary	
2	-		2.0	2	-		2.0	Sub-Total	
								Water Treatment (Fund 52) (52130)	
1			1.0	1			1.0	Water Treatment Manager	
1			1.0	1			1.0	Water Chemist	
3			3.0	3			3.0	Combination of:	
								Bldg Maintenance Superintendent	
								Senior Industrial Mechanic	
								Industrial Mechanic	
9			9.0	9			9.0	Combination of:	
								Water Treatment Plant Operator Supervisor	
								Water Treatment Plant Operator III	
								Water Treatment Plant Operator II	
								Water Treatment Plant Operator I	
								Water Treatment Plant Operator Trainee	
-			-	-			-	Utility Plant Maintenance Worker	
14	-		14.0	14	-		14.0	Sub-Total	
								Gas Administration (Fund 53) (53100)	
1			1.0	1			1.0	Division Director of Water & Gas	
1	-		1.0	1	-		1.0	Sub-Total	
								Gas Control (Fund 53) (53130)	
1			1.0	1			1.0	Gas Control Manager	
2			2.0	2			2.0	Gas Control Technician	
3	-		3.0	3	-		3.0	Sub-Total	

CITY OF DANVILLE									
FY 2020 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS									
FTE = Full-time Equivalent									
Fiscal Year 2019				Fiscal Year 2020					
Full-Time Positions	Part-Time FTEs		Totals	Full-Time Positions	Part-Time FTEs		Totals	POSITION TITLE	
1			1.0	1			1.0	Water and Gas Distribution Supervisor	
7			7.0	7			7.0	Combination of:	
								Water and Gas Crew Supervisor	
								W&G Construction Crew Supervisor	
-								Water and Gas Welder/Crew Supervisor	
11			11.0	11			11.0	Combination of:	
								Motor Equipment Operator III	
								Motor Equipment Operator II	
								Motor Equipment Operator I	
-			-	-			-	Construction Worker	
5			5.0	3			3.0	Public Service Worker	
25	-		25.0	23	-		23.0	Sub-Total	
								Water & Gas Engineering (Fund 53) (53210)	
1			1.0	1			1.0	W&G Chief Engineer	
2			2.0	2			2.0	Water and Gas Senior Engineer Tech.	
1			1.0	1			1.0	Water and Gas Compliance Coordinator	
1			1.0	1			1.0	W&G Corrosion Technician	
				1			1.0	Construction Inspector	
2			2.0	2			2.0	Water and Gas GIS Engineer Tech.	
7	-		7	8	-		8	Sub-Total	
			-				-	Water & Gas Meters & Regulators (Fund 53) (53240)	
1			1.0	1			1.0	Water & Gas Systems Control Superintendent	
3			3.0	3			3.0	Water and Gas Meter Tech.	
4	-		4.0	4	-		4.0	Sub-Total	
								Water & Gas Service (Fund 53) (53230)	
7			7.0	7			7.0	Water and Gas Service Tech.	
1			1.0	1			1.0	Dispatcher	
8	-		8.0	8	-		8.0	Sub-Total	
								Electric Administration (Fund 54) (54100)	
1			1.0	1			1.0	Division Director of Power & Light	
1	-		1.0	1	-		1.0		

CITY OF DANVILLE									
FY 2020 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS									
FTE = Full-time Equivalent									
Fiscal Year 2019				Fiscal Year 2020					
Full-Time Positions	Part-Time FTEs		Totals	Full-Time Positions	Part-Time FTEs		Totals	POSITION TITLE	
								Electric Distribution (Fund 54) (54120)	
1			1.0	1			1.0	Electric Distribution Superintendent	
5			5.0	5			5.0	Electric Line Crew Supervisor	
1			1.0	1			1.0	Inspector-Contractor Manager	
1			1.0	1			1.0	Electric Vegetation Right of Way Supervisor	
22			22.0	22			22.0	Combination of:	
								Electric Line Technician III	
								Electric Line Technician II	
								Electric Line Technician I	
								Electric Ground Worker	
3			3.0	3			3.0	Electric OH/UG Equipment Operator	
3			3.0	3			3.0	Electric Right of Way Trimmer	
1			1.0	1			1.0	Dispatcher	
37	-		37.0	37	-		37.0	Sub-Total	
								Electric Engineering (Fund 54) (54110)	
1			1.0	1			1.0	Electric Engineering Tech Supervisor	
				1			1.0	Electric Engineering & Operations Manager	
1			1.0	1			1.0	Electric Engineering Technician/Compliance Coordinator	
1			1.0	1			1.0	Senior Electric GIS/CAD Technician	
5			5.0	5			5.0	Combination of:	
								Electric Senior Engineering Technician	
								Electric Engineering Technician	
								Electric Engineering Aide	
2			2.0	2			2.0	Electric Engineer	
10	-		10.0	11	-		11.0	Sub-Total	
								Electric Hydro (Fund 54) (54150)	
1			1.0	1			1.0	Hydro-Electric Supt.	
1			1.0	1			1.0	Hydro Electric Maintenance Technician	
4			4.0	4			4.0	Hydro-Electric Operator	
1			1.0	1			1.0	Hydro-Electric Attendant	
7	-		7.0	7	-		7.0	Sub-Total	

CITY OF DANVILLE									
FY 2020 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS									
FTE = Full-time Equivalent									
Fiscal Year 2019				Fiscal Year 2020					
Full-Time Positions	Part-Time FTEs		Totals	Full-Time Positions	Part-Time FTEs		Totals	POSITION TITLE	
								Electric Meters (Fund 54) (54140)	
1			1.0	1			1.0	Electric Meter Supervisor	
				1			1.0	AMI Support Technician	
3			3.0	3			3.0	Combination of:	
								Electric Meter Technician III	
								Electric Meter Technician II	
								Electric Meter Technician I	
4	-		4.0	5	-		5.0	Sub-Total	
								Electric Substations (Fund 54) (54130)	
1			1.0				-	Electric Substation Superintendent	
1			1.0	1			1.0	Electric Substation Supervisor	
12			12.0	12			12.0	Combination of:	
								Utility Operator	
								Electric T & D Equipment Technician	
								Electric Substation Technician	
14	-		14.0	13	-		13.0	Sub-Total	
								Telecommunications (Fund 55) (55110)	
1			1.0	1			1.0	Division Director of Telecommunications	
2			2.0	1			1.0	Broadband Network Engineering Technician	
3	-		3.0	2	-		2.0	Sub-Total	
171.0	-		171.0	154.0	-		154.0	TOTAL UTILITIES DEPARTMENT	
								CONSTITUTIONAL OFFICES	
2			2.0	2			2.0	Registrar	
9	1.5		10.5	9	1.5		10.5	Commissioner of the Revenue	
4			4.0	4			4.0	City Treasurer	
82			82.0	82			82.0	Sheriff's Office	
24			24.0	24			24.0	Commonwealth Attorney	
16			16.0	16			16.0	Clerk of Circuit Court	
137	1.5		138.5	137	1.5		138.5	TOTAL CONSTITUTIONAL OFFICES	
1,061	42		1,103	1,061	42		1,103	GRAND TOTAL	
								OTHER ELECTED OFFICIALS (Part-time)	
								Not included in totals below	
-	8.0		8.0	-	8.0		8.0	Council Members	
-	1.0		1.0	-	1.0		1.0	Mayor	
-	9.0		9.0	-	9.0		9.0	TOTAL OTHER ELECTED OFFICIALS	

CITY OF DANVILLE									
FY 2020 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS									
FTE = Full-time Equivalent									
Fiscal Year 2019				Fiscal Year 2020					
Full-Time Positions	Part-Time FTEs		Totals	Full-Time Positions	Part-Time FTEs		Totals	POSITION TITLE	
80	-		80.0	80	-		80.0	VDOT Fund	
4	-		4.0	4	-		4.0	Central Services	
21	-		21.0	21	-		21.0	Motorized Equipment	
38	0.6		38.6	38	0.6		38.6	Transportation Fund	
27	-		27.0	27	-		27.0	Sanitation Fund	
13	-		13.0	13	-		13.0	Cemetery Fund	
11	-		11.0	11	-		11.0	Wastewater Fund (Sewers)	
16	-		16.0	16	-		16.0	Water Fund	
48	-		48.0	47	-		47.0	Gas Fund	
104	-		104.0	89	-		89.0	Electric Fund	
3	-		3.0	2	-		2.0	Telecommunications Fund	
1,045	42.6		1,087.6	1,045	43.1		1,088.1		
6	-		6.0	6	-		6.0	CDBG Fund	
137	1.5		138.5	137	1.5		138.5	Constitutional Officer	
1,188	44.1		1,232.1	1,188	44.6		1,232.6	GRAND TOTAL	

Council Letter

City of Danville, Virginia



CL-2130

New Business Item #: A.

City Council Regular Meeting

Meeting Date: 06/18/2019

Subject: Danville-Pittsylvania Regional Industrial Facility Authority - Refinancing of Cane Creek Bonds

From: Michael Adkins, Director of Finance

COUNCIL ACTION

Business Meeting: 06/18/2019

SUMMARY

Danville-Pittsylvania Regional Industrial Facility Authority (RIFA) financed development of the Cane Creek Industrial Park with Series 2016 Taxable Revenue Refunding Bond, placed at Wells Fargo Bank; the bonds mature on August 1, 2019. Patrick Dixon, Senior Vice-President with Wells Fargo Bank, has offered the purchase of taxable bonds to refinance this debt.

BACKGROUND

The bonds were originally issued in 2005 as variable rate financing in the amount of \$7.3 million. In 2013, refunding bonds were issued in the amount of \$5.595 million. In 2016, refunding bonds were again issued in the amount of \$3.7 million. The 2016 bonds mature on August 1, 2019 with a remaining principal balance of \$2.595 million.

Wells Fargo Bank has offered a 65-month term with a fixed interest rate. This will be the last refunding bond issue for this debt, as the remaining principal will be paid in full at the end of this term. The fixed rate will be the Wells Fargo Cost of Funds Rate plus 1.5%, which currently would be equivalent to a borrowing rate of 3.95%. As with the original indebtedness, the amortization schedule continues to be based on a final maturity of January 1, 2025.

As in the past, the City and Pittsylvania County will need to continue the previous moral obligation in the form of Support Agreements. This does not add to the City's existing moral obligation; it will simply replace the existing Support Agreement and extend it to cover the remaining life of this debt.

The RIFA board met on May 13, 2019, and passed a resolution to proceed with this refinancing, but will need renewed support agreements from the City Council and Pittsylvania County Board of Supervisors to complete the refinancing.

RECOMMENDATION

It is recommended that City Council approve the Support Agreement, enabling RIFA to complete the refinancing of the 2016 Bonds.

Resolution

Support Agreement

Wells Fargo Term Sheet

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2019-____.____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DANVILLE,
VIRGINIA APPROVING A SUPPORT AGREEMENT WITH THE DANVILLE-
PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY.

WHEREAS, the City of Danville, Virginia (the "City") and the County of Pittsylvania, Virginia (the "County") are jointly developing the Cane Creek Centre (the "Cane Creek Centre"), a 928 acre (more or less) manufacturing industrial center located in the County and owned by the Danville-Pittsylvania Regional Industrial Facility Authority (the "Authority"), to accommodate industries that require large land areas; and

WHEREAS, the City and the County, in conjunction with the Authority, financed, as part of the development of Cane Creek Centre, land acquisition, roads, wetland remediation, lot clearing, and other capital expenditures in the Cane Creek Centre (collectively, the "Project"); and

WHEREAS, the Authority financed the Project, including necessary expenses incidental thereto, by the issuance of its variable rate revenue bonds in an aggregate principal amount of \$7,300,000 in 2005 (the "2005 Bonds") and refinanced the 2005 Bonds through the issuance of its fixed rate revenue refunding bond in an aggregate principal amount of \$5,595,000 in 2013 (the "2013 Bond"); and

WHEREAS, the Authority refinanced the 2013 Bond through the issuance of its fixed rate revenue refunding bond in an aggregate principal amount of \$3,700,000 in 2016 (the "2016 Bond"); and

WHEREAS, the 2016 Bond matures on August 1, 2019, and the Authority now proposes to undertake the refinancing of the 2016 Bond and pay any necessary expenses incidental thereto through the issuance of its fixed rate revenue refunding bond in an aggregate principal amount not to exceed \$2,545,000 (the "Bond"); and

WHEREAS, the principal of, premium, if any, and interest on, the Bond and other costs relating to the issuance thereof (collectively, the “Debt Service”) are to be paid by the Authority from funds that are subject to appropriation in each fiscal year by the County and the City, with the City and the County each being responsible for one-half of such Debt Service; and

WHEREAS, in connection with its purchase of the Bond, Wells Fargo Bank, National Association desires that the commitment of the City and County to provide such funds, subject to annual appropriation as described above, be set forth in a Support Agreement, dated as of July 1, 2019 (the “City Support Agreement”), between the City and the Authority, and in a Support Agreement, dated as of July 1, 2019, between the County and the Authority; and

WHEREAS, a draft of the City Support Agreement, in substantially final form, has been made available to the City Council of the City (the “Council”) for review prior to this meeting.

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

1. Form and Authorization of City Support Agreement. The City Support Agreement is hereby approved, with such variations, insertions, changes or deletions (including without limitation changes to the date thereof) as may be approved by the Mayor or the Vice Mayor of the City or the City Manager. The execution and delivery of the City Support Agreement are hereby authorized.

2. Execution and Delivery of City Support Agreement. The Mayor and the Vice Mayor of the City and the City Manager, any of whom may act, are each authorized and directed to execute the City Support Agreement on behalf of the City. The Clerk and Deputy Clerk of the City, either of whom may act, are each authorized and directed to affix the seal of the City to the City Support Agreement (if required), attest the seal (if required) and deliver the City Support Agreement to the other parties thereto.

3. Further Actions. The Mayor and the Vice Mayor of the City and other officers and agents of the City, including the City Manager and the Finance Director, are authorized and directed to take such further actions as they deem necessary regarding the execution and delivery of the City Support Agreement, including, without limitation, the execution and delivery of any closing documents and certificates with respect to the

issuance of the Bond by the Authority. All such actions previously taken by the Mayor, Vice Mayor or such officers and agents are hereby approved, ratified and confirmed.

4. Limitation of Liability of Officials of the City. No covenant, condition, agreement or obligation contained herein shall be deemed to be a covenant, condition, agreement or obligation of an officer, employee or agent of the City or City Council in his or her individual capacity, and no officer of the City or City Council executing the City Support Agreement shall be liable personally on the City Support Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

5. Effective Date. This Resolution shall take effect immediately.

APPROVED:

MAYOR

ATTEST:

CLERK

Approved as to
Form and Legal Sufficiency:

City Attorney

CERTIFICATE

The undersigned Clerk of the City of Danville, Virginia, does hereby certify that the foregoing constitutes a true and correct extract from the minutes of a meeting of the City Council held on June 18, 2019, and of the whole thereof so far as applicable to the matters referred to in such extract. I hereby further certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing Resolution, a quorum was present. The vote of the members of the City Council upon the foregoing Resolution was as follows:

Member	Present/Absent	Vote
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WITNESS MY HAND and the seal of the City of Danville, Virginia, this ____ day of June, 2019.

Clerk, City of Danville, Virginia

SUPPORT AGREEMENT

between

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

and

CITY OF DANVILLE, VIRGINIA

Dated as of July 1, 2019

**NOTE: THIS SUPPORT AGREEMENT HAS BEEN ASSIGNED TO, AND IS SUBJECT
TO A SECURITY INTEREST IN FAVOR OF, WELLS FARGO BANK,
NATIONAL ASSOCIATION.**

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This **SUPPORT AGREEMENT** dated as of the 1st day of July, 2019, by and between the **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the “Authority”), and the **CITY OF DANVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “City”), provides:

WITNESSETH:

WHEREAS, the Authority is a political subdivision of the Commonwealth of Virginia duly created pursuant to Chapter 64 of Title 15.2 of the Code of Virginia of 1950, as amended (the “Act”); and

WHEREAS, the Act authorizes the Authority to borrow money to pay the costs of real estate and all improvements located in industrial parks intended to be occupied by manufacturing, warehousing, distribution, office or other commercial enterprises; and

WHEREAS, in order to further the purposes of the Act, the Authority has previously issued its \$7,300,000 Variable Rate Revenue Bonds (Cane Creek Project), Series 2005 (the “2005 Bonds”) to finance as part of the development of Cane Creek Center as an industrial park, the financing of land acquisition, roads, wetland, remediation, lot clearing and other related capital expenditures, including necessary expenses incidental thereto (collectively, the “Project”); and

WHEREAS, in 2013, the Authority refinanced the 2005 Bonds by issuing its \$5,595,000 Revenue Refunding Bond (Cane Creek Project), Series 2013 (the “2013 Bond”); and

WHEREAS, in 2016, the Authority refinanced the 2013 Bond by issuing its \$3,700,000 Revenue Refunding Bond (Cane Creek Project), Series 2016 (the “Series 2016 Bond”); and

WHEREAS, the 2016 Bond matures on August 1, 2019, and the Authority now wishes to refinance the 2016 Bond by issuing its Revenue Refunding Bond (Cane Creek Project), Series 2019, in the original principal amount of \$2,545,000 (the “Bond”) pursuant to the terms of a Financing Agreement, dated as of July 1, 2019 (the “Agreement”), between the Authority and Wells Fargo Bank, National Association (the “Bank”); and

WHEREAS, the City and Pittsylvania County, Virginia (the “County”) agree with the desire of the Authority to refinance the 2016 Bond; and

WHEREAS, the Bond will be secured by a pledge of the revenues and receipts received by the Authority from payments made by the City pursuant to this Support Agreement and by the County pursuant to a separate support agreement; and

WHEREAS, all acts, conditions and things required by law to happen, exist and be performed precedent to and in connection with the execution of and entering into this Support Agreement have happened, exist and have been performed in regular and due time and in form and manner as required by law, and the parties hereto are now duly empowered to execute and enter into this Support Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, the parties hereto covenant and agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions.

Unless otherwise defined in this Support Agreement, all words used herein shall have the meanings assigned to such terms in the Agreement. In addition to the words defined in the recitals hereto, the following words as used in this Support Agreement shall have the following meanings unless a different meaning clearly appears from the context:

“Additional Payment(s)” shall mean such payment or payments made by the City pursuant to Section 4.1(b) and Section 5.1.

“Annual Budget” shall mean the budget by that name referred to in Section 4.4.

“Annual Payment(s)” shall mean the payments made by the City under this Support Agreement as set forth in Section 4.1(a), which such payments are equal to one-half of the payments of principal and interest due on the Bond in each Fiscal Year.

“Basic Documents” shall mean the Agreement and this Support Agreement.

“County Support Agreement” shall mean the Support Agreement, dated as of July 1, 2019, between the County and the Authority, as the same may be supplemented, amended or modified.

“Event of Default” shall mean the events enumerated in Section 7.1.

“Fiscal Year” shall mean the twelve-month period beginning July 1 of one year and ending on June 30 of the following year, or such other fiscal year of twelve months as may be selected by the City.

“Support Agreement” shall mean this Support Agreement, as such Support Agreement may be supplemented, amended or modified.

Section 1.2. Rules of Construction.

The following rules shall apply to the construction of this Support Agreement unless the context otherwise requires:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Words importing the prepayment or calling for prepayment of the Bond shall not be deemed to refer to or connote the payment of the Bond at its stated maturity.

(c) Unless otherwise indicated, all references herein to particular Articles or Sections are references to Articles or Sections of this Support Agreement.

(d) The headings herein and Table of Contents to this Support Agreement herein are solely for convenience of reference and shall not constitute a part of this Support Agreement nor shall they affect its meaning, construction or effect.

(e) All references herein to payment of the Bond are references to payment of principal of and premium, if any, and interest on the Bond.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by Authority.

The Authority makes the following representations:

(a) The Authority is a political subdivision of the Commonwealth of Virginia duly created under the Act;

(b) Pursuant to the Act, the Authority has full power and authority to enter into the Basic Documents and to perform the transactions contemplated thereby and to carry out its obligations thereunder and by proper action has duly authorized, executed and delivered such Basic Documents;

(c) The execution, delivery and compliance by the Authority with the terms and conditions of the Basic Documents will not conflict with or constitute or result in a default under or violation of, (1) any existing law, rule or regulation applicable to the Authority, or (2) any trust agreement, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or other restriction of any kind to which the Authority or any of its assets is subject;

(d) No further approval, consent or withholding of objection on the part of any regulatory body or any official, Federal, state or local, is required in connection with the execution or delivery of or compliance by the Authority with the terms and conditions of the Basic Documents, except that no representation is made as to the applicability of any Federal or state securities laws; and

(e) There is no litigation at law or in equity or any proceeding before any governmental agency involving the Authority pending or, to the knowledge of the Authority, threatened with respect to (1) the creation and existence of the Authority, (2) its authority to execute and deliver the Basic Documents, (3) the validity or enforceability of the Basic Documents or the Authority's performance of its obligations thereunder, (4) the title of any

officer of the Authority executing the Basic Documents, or (5) the ability of the Authority to issue and sell its Bond and refinance the 2016 Bond.

Section 2.2. Representations by City.

The City makes the following representations:

- (a) The City is a political subdivision of the Commonwealth of Virginia;
- (b) The City has full power and authority to enter into the Basic Documents to which it is a party and to perform the transactions contemplated thereby and to carry out its obligations thereunder and by proper action has duly authorized, executed and delivered such Basic Documents;
- (c) The City is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under or subject to which any indebtedness for borrowed money has been incurred, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in an event of default thereunder;
- (d) The City is not in default under or in violation of, and the execution, delivery and compliance by the City with the terms and conditions of the Basic Documents to which it is a party will not conflict with or constitute or result in a default under or violation of, (1) any existing law, rule or regulation applicable to the City or (2) any trust agreement, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the City or any of its assets is subject, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation;
- (e) No further approval, consent or withholding of objection on the part of any regulatory body or any official, Federal, state or local, is required in connection with the execution or delivery of or compliance by the City with the terms and conditions of the Basic Documents to which it is a party; and
- (f) There is no litigation at law or in equity or any proceeding before any governmental agency involving the City pending or, to the knowledge of the City, threatened with respect to (1) the authority of the City to execute and deliver the Basic Documents to which it is a party, (2) the validity or enforceability of such Basic Documents or the City's performance of its obligations thereunder, or (3) the title of any officer of the City executing such Basic Documents.
- (g) The Project has been determined to be essential to the City's economic development and future revenue growth, and the City Council anticipates that the Project will continue to be essential to the City's economic development and future revenue growth during the term of this Support Agreement.

ARTICLE III

AGREEMENT TO ISSUE BOND

Section 3.1. Agreement to Issue Bond.

The Authority hereby agrees, simultaneously with the execution and delivery hereof, to proceed with the issuance and sale of the Bond, bearing interest, maturing and having the other terms and provisions set forth in the Agreement. The proceeds of the Bond will be used, together with other available funds, to refund the 2016 Bond. Subject to the limitation of Section 4.4, the City agrees to make all Annual Payments and Additional Payments when and as the same shall become due and payable.

Section 3.2. Limitation of Authority's Liability.

Anything contained in this Support Agreement to the contrary notwithstanding, any obligation the Authority may incur in connection with the issuance of the Bond for the payment of money shall not be deemed to constitute a debt or general obligation of the Authority within any constitutional or statutory limitations, but shall be a limited obligation payable solely from the revenues and receipts derived by it pursuant to this Support Agreement and the County Support Agreement.

Section 3.3. Compliance with Agreement.

If the City is not in default under this Support Agreement, the Authority, at the request of the City, shall take (a) all steps that may be necessary to effect prepayment under the Agreement and (b) any other action required by the Agreement. By its execution of this Support Agreement, the City acknowledges its approval of all the terms and conditions set forth in the Agreement.

ARTICLE IV

PAYMENT OBLIGATIONS

Section 4.1. Section 4.1. Amounts Payable.

(a) (1) Subject to the limitation of Section 4.4, the City shall pay to the Authority or its assignee the Annual Payments. The Annual Payments shall be payable without notice or demand at the address designated by the Bank. In the event of an acceleration of the Bond under the Agreement, the City agrees to pay to the Bank, subject to the limitation of Section 4.4, an amount equal to all Annual Payments payable or to become payable under this Support Agreement to enable the Authority to pay, together with amounts payable under the County Support Agreement, in full the principal of and interest on the Bond.

(2) The Authority, in conjunction with the County and the City, will determine, as part of its budget process, by March 1 of each year the Annual Payment to be requested from, and paid (subject to the limitation of Section 4.4) by, the City for the immediately succeeding fiscal year. In calculating such payments, the Authority shall use the principal amount (if any) due on the Bond in the succeeding fiscal year. In

determining the interest component of the Annual Payment, the Authority shall calculate interest at a rate equal to the actual fixed rate on the Bond.

(b) Subject to the limitation of Section 4.4, the City agrees to make Additional Payments to pay one-half of (1) any expenses incurred by the Authority (including reasonable attorney's fees and expenses) in connection with (A) its obligations under this Support Agreement and the other Basic Documents, (B) the issuance of the Bond and (C) any prepayment of the Bond and (2) all other amounts which the City agrees to pay under the terms of this Support Agreement, but not including Annual Payments.

Section 4.2. Payments Assigned.

The Authority and the City acknowledge and agree that this Support Agreement and all Annual Payments and Additional Payments (except the rights of the Authority to receive payment of its expenses, to receive notices and to give consents) are assigned by the Agreement to the Bank. The City consents to such assignment and agrees to pay to the Bank all amounts payable by the City that are so assigned.

Section 4.3. Obligation Unconditional.

Except as otherwise provided in this Support Agreement, including the limitation in Section 4.4, the obligations of the City to make all Annual Payments and Additional Payments and to observe all other covenants, conditions and agreements hereunder shall be absolute and unconditional, irrespective of any right of setoff, recoupment or counterclaim the City may otherwise have against the Authority, and the City shall not suspend or discontinue any such Annual Payment or Additional Payment or fail to observe and perform any of its covenants, conditions and agreements hereunder.

Section 4.4. Appropriations of Annual Payments and Additional Payments.

While recognizing that it is not empowered to make any binding commitment to make Annual Payments and Additional Payments beyond the current Fiscal Year, the City Council in authorizing the execution of this Support Agreement has stated its intent to make annual appropriations sufficient to make the Annual Payments and Additional Payments, and as such it is hereby recognized by the parties hereto that this Support Agreement, to the extent permitted by law, creates strictly a moral obligation of the City to pay such amounts.

Notwithstanding anything in this Support Agreement to the contrary, the City's obligations to pay the cost of performing its obligations under this Support Agreement and the Agreement, including its obligations to pay all Annual Payments and Additional Payments, shall be subject to and dependent upon appropriations being made from time to time by the City Council for such purpose; provided, however, that the City Manager or other officer charged with the responsibility for preparing the City's Annual Budget shall include in the budget for each Fiscal Year as a single appropriation the amount of all Annual Payments and estimated Additional Payments coming due during such Fiscal Year. Throughout the term of this Support Agreement, the City Manager or other officer charged with the responsibility for preparing the City's Annual Budget shall deliver to the Bank and the Authority within 10 days after the

adoption of the Annual Budget for each Fiscal Year, but not later than the beginning of each Fiscal Year, a certificate stating whether an amount equal to the Annual Payments and Additional Payments which will come due during such Fiscal Year has been appropriated by the City Council in such budget. If any adopted Annual Budget does not include an appropriation of funds sufficient to pay both Annual Payments and estimated Additional Payments coming due for the relevant Fiscal Year, the City Council shall take a roll call vote immediately after adoption of such Annual Budget acknowledging the impact of its failure to appropriate such funds. If, by the beginning of the Fiscal Year, the City Council has not appropriated funds for the payment of both Annual Payments and estimated Additional Payments coming due for the then current Fiscal Year, the City Manager or other officer charged with the responsibility for preparing the City's Annual Budget shall give written notice to the City Council of the consequences of such failure to appropriate, including the right of the Bank to accelerate the Annual Payments in accordance with Article VIII, and request the City Council to consider a supplemental appropriation for such purposes.

If at any time the Annual Payments as determined pursuant to Section 4.1(a)(2) are insufficient to make one-half of the payments of principal and interest due on the Bond, the Authority (or the Bank as assignee of the Authority) shall notify the City Manager (or other officer charged with the responsibility for preparing the City's Annual Budget) of the amount of such insufficiency, and the City Manager shall submit to the City Council at its next regularly scheduled meeting or as promptly as practicable, but in any event within 45 days, a request for a supplemental appropriation in the amount necessary to cover such insufficiency.

ARTICLE V

PREPAYMENT

Section 5.1. Prepayment.

The City shall have the option to prepay any Annual Payments at the times and in the amounts as necessary to enable the Authority to exercise its option to cause the Bond to be prepaid as set forth in such Bond. Such prepayments of Annual Payments shall be made at the times and in the amounts as necessary to accomplish the optional prepayment of the Bond as set forth in such Bond. Upon the exercise of such option, the City shall also pay as Additional Payments, the amounts necessary to pay one-half of the premium, if any, due on the Bond on the date or dates of prepayment.

The City shall direct the Authority to send to the Bank notice of any prepayment of the Bond, such notice to the Bank to specify the prepayment date, the principal amount of the Bond to be redeemed, and the premium, if any. The City shall send to the County a copy of the direction given to the Authority.

ARTICLE VI

PARTICULAR COVENANTS

Section 6.1. Limitation of Liability of Directors, etc. of Authority and City.

No covenant, agreement or obligation contained in this Support Agreement shall be deemed to be a covenant, agreement or obligation of any past, present or future member, officer, director, employee or agent of the Authority in his or her individual capacity, and neither the members of the Authority nor any officer thereof executing this Support Agreement shall be liable personally on this Support Agreement or be subject to any personal liability or accountability by reason of the execution and delivery hereof. No member, director, officer, employee or agent of the Authority shall incur any personal liability with respect to any other action taken by him or her pursuant to this Support Agreement or the Act or any of the transactions contemplated hereby provided that he or she acts in good faith.

No covenant, agreement or obligation contained herein shall be deemed to be a covenant, agreement or obligation of any past, present or future Council member or officer, employee or agent of the City or City Council in his or her individual capacity, and neither the members of the Council nor any officer of the City or City Council executing this Support Agreement shall be liable personally on this Support Agreement or be subject to any personal liability or accountability by reason of the execution and delivery hereof. No Council member or officer, employee or agent of the City or City Council shall incur any personal liability with respect to any action taken by him or her pursuant to this Support Agreement or any of the transactions contemplated hereby, provided that he or she acts in good faith.

Section 6.2. Use of Proceeds.

The Authority and the City shall use the proceeds of the Bond to refinance the 2016 Bond and pay the costs of issuance of the Bond.

Section 6.3. Maintenance of Existence of Authority.

Except for the assignment of its rights under this Support Agreement to the Bank pursuant to the Agreement, the Authority agrees that it will not assign, transfer or convey its interest in this Support Agreement or any of the revenues to be derived therefrom. The Authority further agrees that, until the Bond has been paid in full, the Authority will not (a) dissolve or otherwise dispose of all or substantially all of its assets, (b) consolidate with or merge into any authority, corporation, association or other body, (c) permit any other authority, corporation, association or other body to consolidate with or merge into it, (d) act jointly with any other authority, corporation, association or other body (other than the City, the County and the Bank) with respect to the transactions contemplated by this Support Agreement and the Agreement, or (e) take any action or refrain from taking any action which would (i) permit any of the foregoing to be required by operation of law or (ii) which would permit it, or require it by operation of law, to avoid its obligations under this Support Agreement or the Agreement or any other agreement contemplated hereby; provided, however, that nothing contained in this Section shall prevent the consolidation of the Authority with, or the merger of the Authority into, or the transfer of the

interest of the Authority in this Support Agreement as an entirety to, any public corporation whose property and income are not subject to taxation and which has the corporate authority to carry out the transactions contemplated by this Support Agreement and the Agreement, but only on the condition that (A) reasonable prior notice of such consolidation, merger or transfer is given to the City, the County and the Bank, and (B) upon any such consolidation, merger or transfer, the obligation of the Authority to make due and punctual payment of the principal of and prepayment premium, if any, and interest on the Bond and to perform and observe all of the agreements and conditions of this Support Agreement and the Agreement shall be expressly assumed in writing by the corporation resulting from such consolidation or surviving such merger or to which the interest of the Authority in this Support Agreement shall be transferred as an entirety.

Section 6.4. City Covenants.

To assist the Authority in complying with certain of its obligations under the Basic Documents, the City agrees to provide, in accordance with the specifications provided in the Agreement, (a) notice of any material litigation with respect to the City, (b) copies to the Bank of (1) the City's 2020 Fiscal Year budget, (2) the City's financial statements within 210 days of the end of each of the City's Fiscal Years and (3) future budgets within 60 days of approval, and (c) any notices of any defaults with respect to any general obligation indebtedness or moral obligations of the City. The City also agrees to provide such information as maybe reasonably requested by Bond Counsel in order to comply with any applicable securities disclosure requirements or other applicable laws and regulations.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default.

(a) Each of the following events shall be an Event of Default:

(1) Default in the due and punctual payment of an Annual Payment when the same becomes due and payable and continuation of such failure for a period of five business days; or

(2) Failure of the City to pay when due any other payment due under this Support Agreement or to observe and perform any covenant, condition or agreement on its part to be observed or performed, which failure shall continue for a period of 30 days after notice is given, or in the case of any such default that cannot with due diligence be cured within such 30 day period but can be cured within the succeeding 60 days, failure of the City to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence.

(b) The provisions of the foregoing subparagraph (a)(2) are subject to the limitation that if by reason of force majeure the City is unable in whole or in part to perform any of its covenants, conditions or agreements hereunder, the City shall not be deemed in default during

the continuance of such inability. The term “force majeure” as used herein shall include without limitation acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or the Commonwealth of Virginia or any political subdivision thereof or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; swarms of boll weevils and plagues of locusts; landslides; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; restraint of government and people; or civil disturbances. The City shall remedy with all reasonable dispatch the cause or causes preventing the City from carrying out its covenants, conditions and agreements, provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the City, and the City shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of any opposing party when such course is in the judgment of the City not in its best interests.

(c) Notwithstanding anything contained in this Section to the contrary, (1) failure by the City to pay when due any payment required to be made under this Support Agreement or (2) failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Support Agreement, either of which results from failure of the City to appropriate moneys for such purposes, as described in Section 4.4, shall not constitute an Event of Default. Upon any such failure to appropriate, the provisions of Article VIII shall be applicable.

Section 7.2. Remedies.

Whenever any Event of Default shall have happened and is continuing, the Authority may take any one or more of the following remedial steps, without further demand or notice: (a) declare immediately due and payable the entire unpaid principal balance of the Annual Payments due and thereafter to become due through and including the final installment payment of principal on the Bond or (b) take whatever action at law or in equity may appear necessary or desirable to collect the Annual Payments and Additional Payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the City under this Support Agreement. Any amounts received by the Authority pursuant to the foregoing provisions shall be applied first to costs, then to any unpaid interest and then to repayment of principal, and upon payment in full of all amounts due such excess shall be credited to the next Annual Payment to the extent such Annual Payments have not been paid in full. This provision shall survive termination of this Support Agreement.

Section 7.3. Reinstatement after Event of Default.

Notwithstanding the exercise by the Authority of any remedy granted by Section 7.2, if all overdue Annual Payments, together with any interest thereon, and all Additional Payments shall have been made, and payment on the Bond has not been accelerated or such acceleration has been waived pursuant to the Agreement, then the City’s default under this Support Agreement shall be waived without further action by the Authority. Upon such payment and waiver, this Support Agreement shall be fully reinstated and all Annual Payments will be due and payable in accordance with the previously determined schedule.

Section 7.4. No Remedy Exclusive.

No remedy conferred by this Support Agreement upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof or acquiescence therein, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.5. No Additional Waiver Implied by One Waiver.

Failure by the Authority at any time to require performance by the City of any provision hereof shall in no way affect the Authority's right hereunder to enforce the same, nor shall any waiver by the Authority of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

Section 7.6. Attorneys' Fees and Other Expenses.

Subject to the limitation in Section 4.4, the City shall on demand pay to the Authority and the Bank one-half of the reasonable fees of attorneys and other reasonable expenses incurred by either of them in the collection of appropriated, but unpaid, Annual Payments or Additional Payments, or the enforcement of any other obligation of the City, or its agents, upon an Event of Default.

ARTICLE VIII

REMEDY FOR NONAPPROPRIATION

Section 8.1. Remedy for Nonappropriation.

If by June 21 of any year, the City Council has failed to appropriate moneys sufficient for the payment of Annual Payments and estimated Additional Payments for the following Fiscal Year, the City Manager shall give notice to the Authority and the Bank of such failure to appropriate within 5 Business Days thereafter, and if no such appropriation has been made by the beginning of such Fiscal Year, the Authority shall declare immediately due and payable the entire unpaid principal and interest of all Annual Payments due and thereafter to become due through and including the final payment of principal and interest on any portion of the Bond then outstanding.

Nothing contained in this Section shall be construed as affecting or superseding in any manner the provisions of Section 4.4.

ARTICLE IX

AGREEMENT; AMENDMENTS; ASSIGNMENT

Section 9.1. Agreement; Covenants.

(a) Contemporaneously with the execution of this Support Agreement, the Authority has entered into the Agreement with the Bank. The City shall not be obligated to take any notice of any sale, assignment, reassignment, pledge, mortgage, transfer or other disposition of any interest in this Support Agreement by the Authority, unless such sale, assignment, reassignment, pledge, mortgage, transfer or other disposition is undertaken in accordance with Section 6.3 hereof.

(b) Subject to Section 4.4, the City covenants to take whatever action may be necessary for the Authority to comply with the Authority's covenants under the Agreement.

(c) The City agrees, for the benefit of the holder of the Bond, to do and perform all acts and things contemplated in the Agreement to be done or performed by it. The Authority agrees that it shall not execute or permit any amendment or supplement to the Agreement which affects any right, power or authority of the City under this Support Agreement or requires a revision of this Support Agreement without the prior written consent of the City.

Section 9.2. Amendments.

This Support Agreement shall not be supplemented, amended or modified by the parties hereto prior to the payment in full of the Bond, without the consent of the Bank.

Section 9.3. Assignment.

Simultaneously with the execution of this Support Agreement, the Authority has entered into the Agreement by which the Authority has assigned all of its rights in and to this Support Agreement (except its rights to receive payment of its expenses, to receive notices and to give consents) to the Bank. The City (a) consents to such assignment, (b) agrees to execute and deliver such further acknowledgments, agreements and other instruments as may be reasonably requested by the Authority or the Bank to effect such assignment, (c) agrees to make all payments due to the Authority under this Support Agreement directly to the Bank (except the Authority's rights to receive payment of its expenses, to receive notices and to give consents), subject to Section 4.4, and (d) agrees to comply fully with the terms of such assignment so long as such assignment is not inconsistent with the provisions hereof.

ARTICLE X

MISCELLANEOUS

Section 10.1. Notices.

Unless otherwise provided herein, all demands, notices, approvals, consents, requests, opinions and other communications hereunder shall be in writing and shall be deemed to have

been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed (a) if to the City, at 427 Patton Street, Danville, Virginia 24541 (Attention: City Manager), (b) if to the Authority, c/o the City as Fiscal Agent, at 427 Patton Street, Danville, Virginia 24541 (Attention: City Manager) and (c) if to the Bank, 10 South Jefferson Street, 8th Floor, Roanoke, Virginia 24011 (Attention: Government and Institutional Banking). The City, the Authority and the Bank may, by notice given hereunder, designate any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

Section 10.2. Severability.

If any provision of this Support Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

Section 10.3. Limited Liability of City.

Notwithstanding any provision hereof to the contrary, the obligations of the City under this Support Agreement are not general obligations of the City, nor shall they be deemed to be a lending of the credit of the City to the Authority or to any other person or entity and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the City. The obligations of the City hereunder are payable solely from amounts that are subject to annual appropriation. No officer, official, employee or agent of the City or City Council shall be personally liable on the City's obligations hereunder. The Authority shall not be liable under any circumstances for the actions of the City, as agent for the Authority, or for any actions of the City with respect to the Basic Documents. The Authority shall not be liable under any circumstances for the actions of the Bank under the Basic Documents.

Section 10.4. Successors and Assigns.

This Support Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. The Bank is intended to be, and shall be, a third party beneficiary of this Support Agreement.

Section 10.5. Counterparts.

This Support Agreement may be executed in any number of counterparts, each of which shall be an original, all of which together shall constitute but one and the same instrument.

Section 10.6. Governing Law.

This Support Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 10.7. Term of Agreement.

This Support Agreement shall commence on the date of issuance of the Bond and will terminate on the date that no portion of the Bond is outstanding.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Support Agreement to be duly executed and effective as of the 1st day of July, 2019, by their duly authorized representatives.

**DANVILLE-PITTSYLVANIA REGIONAL
INDUSTRIAL FACILITY AUTHORITY**

Vice Chairman

CITY OF DANVILLE, VIRGINIA

By: _____
City Manager

Seen and agreed to:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as holder of the Bond

By _____
Senior Vice President

RECEIPT

Receipt of the foregoing original counterpart of the Support Agreement dated as of July 1, 2019, between the Danville-Pittsylvania Regional Industrial Facility Authority and the City of Danville, Virginia, is hereby acknowledged.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as holder of the Bond

Senior Vice President



Proposal
Direct Purchase of Taxable Fixed Rate Bonds
Danville-Pittsylvania Regional Industrial Authority

Summary of Preliminary Terms and Conditions (“Term Sheet”) (For Discussion Purposes Only – Not a Commitment to Lend)

Date: May 1, 2019

TRANSACTION SUMMARY:

Obligor: Danville-Pittsylvania Regional Industrial Facility Authority (the “Obligor” or “Authority”).

Issue: The Authority’s Revenue Refunding Bond (Cane Creek Project) Series 2019 (the “Bonds”).

Par Amount: \$2,545,000

**Facility
And Purpose:** The Bonds will be issued to refund the Authority’s outstanding Revenue Refunding Bond (Cane Creek Project) Series 2016 (the “Prior Bonds”) that were issued pursuant to the Financing Agreement dated as of August 1, 2016 (the “Prior Financing Agreement”) between the Authority and the Bank.

Purchaser/Bank: Wells Fargo Bank, N.A. (the “Bank”)

**Financing
Documents:** The Bonds will be issued pursuant to Financing Agreement (the “Financing Agreement”) that will have the same terms as the Prior Financing Agreement and will be supported by Support Agreement and related loan documentation that is the substantially the same as that currently in place with respect to the Prior Bonds all modified to reflect the terms stated herein.

The Bonds will be purchased by the Bank pursuant to the Financing Agreement. The Bonds, the Financing Agreement, the City Support Agreement, and the County Support Agreement together with the related loan documentation referenced above are herein collectively referred to (along with any amendment, supplement or restatement of any or all of the foregoing) as the “Financing Documents.”

Tax Treatment: Interest on the Bonds shall be included in gross income for federal income tax purposes.

Security: As more specifically described in the Financing Agreement as amended and restated. The Bond will be secured by a pledge of the revenues and receipts received by the Authority from payments made by the County pursuant to the County Support Agreement and by the City pursuant to the City Support Agreement.

INTEREST RATES AND OTHER KEY PROVISIONS:

Indicative Fixed Rate:

Tenor	Indicative Fixed Rate*
Five years and five months, starting August 1, 2019	3.95%

*Please note that this is an indicative rate only, as of April 30, 2019 market close. The Bank Cost of Funds Rate will adjust based on movements in the LIBOR swap market while the Spread to Bank Cost of Funds Rate may increase or decrease to neutralize the Bank's return based on movements in the LIBOR swap market. The actual Fixed Rate shall be determined on the Rate Set Date.

Rate Set Date: The fixed rate will be set 2-3 business days prior to the Closing Date or at a mutually-agreeable date subject to documentation.

Closing Date: July 1, 2019

Final Maturity Date: January 1, 2025

Unpaid principal and interest owed on the Bonds shall be due and payable in full on the Final Maturity Date.

Amortization:

Year	Principal Amount
2020	\$425,000
2021	\$445,000
2022	\$465,000
2023	\$490,000
2024	\$515,000
2025	\$205,000 *
Total	\$2,545,000

Scheduled Principal Payments will occur annually on January 1 beginning January 1, 2020.

*Note the Series 2005 Bonds had an original maturity date of 8/1/2026. The Authority made an early repayment of the 2026 amount due and a partial repayment of the 2025 amount due. The balance due in 2025 is included in the table above.

**Day Count
Computation Basis:**

30/360

**Payment of
Interest:**

Interest on the Bonds shall be payable semi-annually on each January 1 and July 1, commencing July 1, 2019.

**Optional Redemption/
Conversion:**

The Bonds are subject to optional redemption or conversion at any time at a "make-whole" price.

Default Rate:

The greatest of:

- (i) The Bank's Prime Rate plus 4.00%;
- (ii) the Federal Funds rate plus 5.00%; or
- (iii) 10.00%.

DOCUMENTATION AND COVENANTS:

**Conditions Precedent
to Closing:**

The Bank will purchase the Bonds pursuant to the Financing Agreement, which agreement will contain conditions and covenants and other provisions that would be usual and customary for this type of financing including without limitation:

1. Absence of any material adverse change in the business condition, operations, performance of the Obligor since release of the audited financial statements dated June 30, 2018;
2. Absence of any change in any law, rule or regulation (or their interpretation or administration), that, in each case, may adversely affect the consummation of the transaction, to be determined in the Bank's sole discretion;
3. Disclosure of any pending or threatened litigation (with such pending or threatened litigation acceptable to the Bank);
4. Payment of accrued fees and expenses;

5. Execution and delivery of the Financing Documents and all certificates, authorizations and opinions requested in form and substance satisfactory to the Bank,;
6. Receipt of any necessary governmental and regulatory approvals or consents;
7. Receipt of Opinion of Obligor Counsel acceptable to the Bank and Bank Counsel;
8. Receipt of Organizational Documents; and
9. The Bank shall have reviewed to its satisfaction any additional documentation and financial information it finds relevant.

**Representations
and Warranties:**

As set forth in the Prior Financing Agreement as amended and extended, including acknowledgement by the Obligor, the City and the County that each are in compliance, in all material respects, with Anti-Corruption Laws, Anti-Money Laundering Laws and applicable Sanctions.

**Reporting
Requirements:**

As set forth in the Prior Financing Agreement.

EVENTS OF DEFAULT:**Events of Default:**

As set forth in the Prior Financing Agreement.

**Remedies Upon
Event of Default:**

As set forth in the Prior Financing Agreement.

OTHER FEES AND EXPENSES:**Bank Counsel Fee:**

Estimated at \$10,000 plus fees and expenses. Fees and expenses payable to Bank counsel may be increased if the transaction is not closed within 60 days, the security and/or structure of the transaction changes materially, or if other complexities develop once documentation has commenced.

**Other Fees and
Expenses:**

Obligor shall pay to the Bank an amendment fee for each amendment to the Financing Documents in a minimum amount of \$2,500 plus associated legal expenses.

**Increased Costs and
Capital Adequacy;
Taxes:**

As set forth in the Prior Financing Agreement and which is customary for facilities of this type, including, without limitation, provisions concerning increased costs, taxes, changes in capital adequacy, capital requirements and other requirements of law (provided that (a) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, and guidelines, requirements and directives thereunder, issued in connection therewith or in implementation thereof, and (b) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall in each case be deemed to be a change in requirement of law, regardless of the date enacted, adopted, issued or implemented) or their interpretation, illegality, unavailability, and reserves without proration or offset and payments free and clear of withholding or other taxes.

GOVERNING LAW/JURY TRIAL/VENUE:

Governing Law: This term sheet and the Financing Documents shall be governed by the laws of the Commonwealth of Virginia.

Jury Trial: To the extent permitted by law, the Obligor agrees to binding arbitration and to waive a jury trial in any proceeding involving the Bank.

MISCELLANEOUS:

Bank Contacts: Patrick K. Dixon
Senior Vice President
10 S. Jefferson Street
Roanoke, VA 24011
540-853-7313
Patrick.dixon@wellsfargo.com

**Bank Counsel
Contacts:** Paul M. Smith
Kutak Rock LLP
Suite 800
2300 Main Street
Kansas City, MO 64108
T. 404.222.4619
F. 404.222.4654
E. paul.smith@kutakrock.com

Indemnification:	The proposed Facility will include customary indemnification of the Bank in all cases except where the Bank has proven to have been guilty of gross negligence or willful misconduct.
Future Modifications:	The terms, conditions and pricing are subject to revision in the event that (i) the Facility amount changes, (ii) the transaction deviates materially from what was initially described, (iii) the proposed financing does not close (other than as a result of action/inaction by the Bank) within 60 days of the execution of the Term Sheet or (iv) events occur resulting in a material disruption of the market.
No Advisory or Fiduciary Role:	The Obligor acknowledges and agrees that: (i) Wells Fargo Bank, N.A. has not assumed any advisory or fiduciary responsibility to the Obligor with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Wells Fargo Bank, N.A. or its affiliates have provided other services or are currently providing other services to the Obligor on other matters); (ii) the only obligations Wells Fargo Bank, N.A. has to the Obligor with respect to the transaction contemplated hereby expressly are set forth in this term sheet and the Term Loan Agreement; and (iii) the Obligor has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.
Confidentiality:	This Term Sheet is confidential and proprietary and may not be disclosed without our written consent, except to your professional advisors in connection with the Facility who agreed to be bound by such confidentiality requirements, or as may be required by law.

AGREEMENT BY THE OBLIGOR:

This Term Sheet is not a commitment. It represents willingness by the Bank to seek credit approval for a proposed transaction based upon the terms and conditions outlined in this Term Sheet, subject to documentation acceptable to the Bank.

We anticipate the credit process will take approximately 15 business days from receipt of this document and possession of all materials necessary to undertake a full credit analysis.



Please evidence your acceptance hereof by signing and returning a copy to the Bank.

Unless this term sheet is earlier rescinded, it shall expire automatically without further action or notice by the Bank on 30 days from the date hereof unless a signed counterpart of this Term Sheet shall have been delivered to the Bank.

ACCEPTED AND AGREED TO:

BY: *[Signature]* DATE: 5/13/19

Council Letter

City of Danville, Virginia



CL-2115

New Business Item #: B.

City Council Regular Meeting

Meeting Date: 06/18/2019

Subject: FY 2019-20 Community Development Programs, One Year Action Plan and Five Year Consolidated Plan

From: Kenneth C. Gillie, Jr., Community Development Director

COUNCIL ACTION

Business Meeting: 06/18/2019

SUMMARY

The City of Danville is a participating jurisdiction under the U.S. Department of Housing and Urban Development (HUD). Under this designation, the City receives Community Development Block Grant (CDBG) and HOME Investments Partnership Program (HOME) funds annually. A prerequisite for the City to receive CDBG and HOME funds is the development of a Five Year Consolidated Plan and One Year Annual Action Plan. Basic goals of the Plan are: 1) decent housing, 2) suitable living environment, and 3) expanded economic opportunities. All funded activities must address one or more national objectives: benefit low- to moderate-income persons, aid in the prevention or elimination of slums or blight, or meet an urgent community need for which no other funds are available.

BACKGROUND

A new five-year 2019-2024 Consolidated Plan, which includes a one-year Action Plan, has been prepared specifying projects and activities that will be funded in the upcoming year(s). A large majority of the CDBG funds have historically been used for neighborhood revitalization efforts and it is proposed to continue focusing on this effort in the 2019-2020 Plan. In addition, there is a public service category which can be funded up to 15% of the annual allocation, that provides funding to assist non-profit organizations to carry out programs that benefit low- to moderate-income individuals and/or households. The total amount available in the category for the year is \$129,677. In the past, many of the same outside agencies have been funded under this category, however, this year the agencies were selected through a request for proposal process in accordance with HUD's guidelines. The City anticipates a total budget of \$1,211,757 for Fiscal Year 2019-2020, comprised of \$864,447 CDBG funds, \$248,310 HOME funds, and \$99,000 estimated program income generated from loan repayments and the sale of houses currently under City's lease-to-purchase program. The proposed uses of funds for next fiscal year are described in the attachments, excluding those that will fall under the Public Services category. A Public Hearing on the Action Plan is advertised for City Council's June 18, 2019 meeting. The deadline for submittal to HUD is July 1, 2019. The public review period was 14-days in accordance with HUD CPD Notice 16-18 and included review by the Housing & Development Advisory Committee.

The City has prepared a five year Consolidated Plan (2020-2024). The comment period is 30 days and will begin May 27, 2019-June 27, 2019

RECOMMENDATION

It is recommended that City Council adopt the attached Resolution approving the 2019-2024 Consolidated Plan and 2019-2020 HUD one-year Action Plan.

Attachments

Resolution

Budget

Program Descriptions

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2019-____.____

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

WHEREAS, the United States Department of Housing and Urban Development will make available \$864,447 in Community Development Block Grant Entitlement funds and \$248,310 in HOME Entitlement funds in addition to an anticipated \$99,000 in program income for the Program Year July 1, 2019 to June 30, 2020 for eligible projects and activities in the Danville community; and

WHEREAS, the City has fulfilled the United States Department of Housing and Urban Development's submission requirements.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Danville, Virginia, that it hereby authorizes and directs the City Manager to submit to the United States Department of Housing and Urban Development a One Year Action Plan.

APPROVED:

MAYOR

ATTEST:

CLERK

Approved as to
Form and Legal Sufficiency:

City Attorney

BUDGET**PROPOSED
2019-2020****CDBG****Revenues:**

CDBG Entitlement	\$ 864,447.00	(1)
Program Income	<u>\$ 24,000.00</u>	
Total	\$ 888,447.00	

Expenditures:

General Administration	\$ 116,600.00	
City Housing Programs (Citywide)	\$ 60,481.95	
City Housing Admin.	\$ 277,100.00	
Fair Housing - (Subcategory of General Admin)	\$ 5,000.00	
Maintenance Code: Admin.	\$ 122,598.00	
Temporary Shelter Program for Single Parents	\$ 25,000.00	
Public Facilities (public playground)	\$ 50,000.00	
Public Facilities (DRHA Community Center)	\$ 100,000.00	
Present Help Ministries	\$ -	
Lease-purchase Program (Subcategory of Housing)	\$ 2,000.00	(2)
Neighbors Helping Neighbors Program *	\$ 20,000.00	
CIC/Head Start*	\$ 43,320.00	
College Bound*	\$ 20,000.00	
Big Brothers/Big Sisters *	\$ 13,500.00	
Telamon*	\$ -	
Center for Housing Ed (DRHA)*	\$ 3,000.00	
Legal Aid*	\$ 9,386.00	
Ex-Offenders Program*	\$ 5,000.00	
Turn Up Youth Camp (DRHA)*	\$ 1,500.00	
Haven of the Dan River*	\$ 7,961.05	
TMD Financial Empowerment*	\$ 3,000.00	
Westmoreland Neighborhood Organization*	\$ 3,000.00	
ENH Community Development Corporation	<u>\$ -</u>	
Total	\$ 888,447.00	

At least 70% must benefit low- to moderate-income **72.51%**

***Public Service (Cap 15%)** **14.59%**

Admin. (Cap 20%) **13.69%**

HOME**Revenues:**

HOME Entitlement	\$ 248,310.00	(3)
Program Income	<u>\$ 75,000.00</u>	
Total	\$ 323,310.00	

Expenditures:

Housing Programs	\$ 257,507.00	
Housing Admin	\$ 24,831.00	(4)
CHDO Set-Aside	\$ 37,247.00	(5)
CHDO Operation Expense	<u>\$ 3,725.00</u>	(6)
Total	\$ 323,310.00	

Description of Programs and Projects Fiscal Year 2019-20 Action Plan

General Administration: \$116,600.00

Funds will be used for the operation of the Housing and Development Division and for housing and development administrative expenses not directly related to the housing programs.

Fair Housing (a sub-category under General Administration): \$5,000.00

Funds will be used for the City's Fair Housing Program. Education and outreach assists citizens with fair housing concerns, Consultant preparation of Analysis of Impediments to Fair Housing Study

Citywide Housing Programs: \$342,819.95

The City administers a variety of housing programs, including those listed below. Funding will be generally allocated citywide.

- Homeowner and Rental Rehabilitation
- Emergency Repair
- HOME (Housing Opportunities Made Equal) Funded New Construction and/or First Time Homebuyer Assistance

Lease Purchase Program: \$2,000.00

The City partners with the Danville Redevelopment and Housing Authority to administer a Lease Purchase Program. Funding will help cover maintenance costs that DRHA will incur while administering this program.

Temporary Shelter Program: \$25,000.00

Funding will be set aside to provide temporary shelter for single parents with more than one child. The current homeless shelter is unable to provide assistance to a single parent with more than one child, making it difficult for them to find shelter once becoming homeless.

Utility Assistance (Neighbors Helping Neighbors): \$20,000.00

Housing Administration: \$277,100.00

Housing administrative costs include the following positions:

- | | |
|--------------------------------------|--|
| · Housing & Redevelopment Specialist | 90% CDBG Rehab, 10% HOME |
| · Two (2) Cost Estimator/Inspectors | 90% CDBG Rehab, 10% HOME |
| · Secretary | 50% CDBG Rehab, 10% CDBG Admin, 40% General Fund |
| · Accountant | 40% CDBG Rehab, 10% CDBG Admin, 50% General Fund |
| · Senior Account Clerk | 100% CDBG |

Public Facilities Improvement: \$50,000.00

Funds will be used for improvements to a park in a qualifying census tract (a tract where 50% of households have incomes below 60% of the Area Median Gross Income or in a tract with a poverty rate of 25% or higher).

Public Facilities Improvement: \$100,000.00

DRHA will building a community center to benefit low to moderate income neighborhoods for purposes of group activities, social support, public information and other purposes.

Building Maintenance Code: \$122,598.00

Maintenance Code Enforcement

Funds will be used for the program delivery cost of two (2) Inspectors to administer Vol. II Building Maintenance Code.

Public Service Programs

CIC/Head Start: \$43,320.00

Continued use of CDBG funds to support the local Head Start Program. Head Start is a child development program providing educational, dental, medical, nutritional and transportation services. Services for disabled children are also available. Head Start services are offered at no cost to low- income families.

Boys & Girls Club/College Bound: \$20,000.00

Funds will be used to assist the Boys & Girls Club for College Bound, an educational program designed to motivate at-risk middle and high school students to pursue a college education. Funds will be used for field trips to colleges and universities, job training classes, self-esteem building, and program administration.

Big Brothers/Big Sisters: \$13,500.00

Funds will be used to assist Big Brothers Big Sisters of Danville Area with the costs associated with their recreation and college prep programs. This organization provides children facing adversity with strong and enduring, professionally supported one-on-one relationships. Children ages six (6) through fourteen (14) are matched with adult volunteers ("Bigs") in hopes of creating a nurturing environment for the children ("Littles").

Haven of the Dan River Region, Inc: \$7,961.05

Haven of the Dan River Region provides 24/7 hotline and emergency residential services for victims and their dependent children, individual therapy, as well as advocacy services to support and assist victims and their families navigate educational, judicial, employment, housing and financial systems &/or barriers encountered after victimization.

Danville Redevelopment and Housing Authority (DRHA)-The Center for Housing Education: \$3,000.00

DRHA Housing Education currently facilitates rental counseling, pre and post purchase counseling with hands on experience and fair housing workshops. This program will also qualify applicants for Down Payment Assistance and mortgage readiness. One

requirement of all leasees is that they participate in a HUD certified housing counseling class. DRHA will conduct these classes when preparing a client for lease-purchase.

Legal Aid: \$9,386.00

Funds will be used to leverage the Virginia Legal Aid Society's Danville residents which assists individuals and families to receive legal counseling, avoid homelessness and improve housing conditions.

Turn Up Youth Camp: \$1,500.00

The DRHA provides a program for the Youth between the ages of 7 and 18 with educational teaching, healthy activities and outings during a one-week summer camp.

Ex-Offenders Reentry Program: \$5,000.00

Funds will provide programs and services to those reentering the community from the local jail, jail farm, and/or state penal institutions who need support services which can help prevent them from reentering the criminal justice system.

Westmoreland Neighborhood Community Association: \$3,000.00

Westmoreland Community Association is a community development entity that hosts and participates in community events such as Make Danville Shine, Veterans Day Programs, National Night Out and other social experiences. This association promotes problem-solving, engagement, empowerment in communities and hopes to achieve improvement to the quality of life in the City of Danville.

TMD Financial Empowerment & Consulting Services: \$3,000.00

TMD Financial Empowerment is an extensive financial literacy and housing consulting services that caters to low to moderate income families. These services include rental counseling, homeless services, financial and housing counseling.

Community Housing Development Organization (HOME - CHDO): \$40,972.00

Under the HOME program, the City is required to set aside 15% of its allocated HOME funds for Community Housing Development Organizations (CHDOs) plus 10% for CHDO administrative expenses.