



DANVILLE CITY COUNCIL REGULAR MEETING AGENDA

REVISED

MUNICIPAL BUILDING

June 6, 2023

7:00 PM

PRESIDING: Alonzo L. Jones, Mayor

**CITY COUNCIL
MEMBERS:**

James B. Buckner
L.G. "Larry" Campbell, Jr.
Bryant Hood
Barry P. Mayo

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

STAFF:

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

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

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

Time and Place of Meeting

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

Communications from Visitors

Communication from Visitors is an opportunity for citizens, who have signed up to speak, 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, and shall have three uninterrupted minutes. A representative of a group may have up to five 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 - VICE MAYOR GARY P. MILLER

PLEDGE OF ALLEGIANCE TO THE FLAG

ANNOUNCEMENTS AND SPECIAL RECOGNITION

- A. Update On: PLAN Danville
By: Renee Burton, Division Director of Planning

MEETING MINUTES

- A. Consideration of Approval of Minutes from Regular Council Meeting held on May 2, 2023.
Council Letter Number CL - 579.
Consideration of Approval of Minutes from Regular Council Meeting held on May 2, 2023.

OLD BUSINESS

- A. Consideration of Fee Changes Effective July 1, 2023.
Council Letter Number CL - 549.
An Ordinance Amending and Establishing and Increasing Certain Fees of the City of Danville Effective July 1, 2023.
FINAL ADOPTION.

NEW BUSINESS

- A. Consideration of Rezoning 3300 North Main Street from N-C Neighborhood Commercial to HR-C Highway Retail Commercial.
Council Letter Number CL - 567.
1. Public Hearing
 2. An Ordinance Rezoning from N-C Neighborhood Commercial to HR-C Highway Retail Commercial Parcel ID #50204 (3300 North Main Street).
- B. Consideration of a Special Use Permit on Baldwin Street for Construction of a Duplex.
Council Letter Number CL - 573.
1. Public Hearing
 2. An Ordinance Granting Special Use Permit Application PZ23-00107, filed by Henry Leggett, Requesting a Special Use Permit to Construct a Duplex at Parcel ID 60569 (Baldwin Street) in Accordance with Article 3.E. Section C Item 1.

- C. Consideration of a Special Use Permit at 821 Hughes Street (Parcel 25373) for Construction of a Duplex.
Council Letter Number CL - 572.
1. Public Hearing
 2. An Ordinance Granting Special Use Permit Application PZ23-00106, filed by Acres of Virginia, Inc., on Behalf of JCJ Holdings, LLC, Requesting a Special Use Permit to Construct a Duplex at Parcel ID 25373 (821 Hughes Street) in Accordance with Article 3.E. Section C Item 1.
- D. Consideration of Amending Chapter 41 entitled “Zoning Ordinance” of the City of Danville, to create Article 3.X titled “West Main Street Corridor Overlay”.
Council Letter Number CL - 575.
1. Public Hearing
 2. An Ordinance Amending Chapter 41 Entitled, “Zoning Ordinance” of the Code of the City of Danville, Virginia, 1986, As Amended, More Specifically, to Create Article 3X, Entitled “West Main Street Corridor Overlay”
- E. Consideration of Amending Chapter 41 entitled “Zoning Ordinance” of the City of Danville, to Amend Article 2 Section AA entitled “Campgrounds”.
Council Letter Number CL - 574.
1. Public Hearing
 2. An Ordinance Amending Chapter 41 Entitled, “Zoning Ordinance” of the Code of the City of Danville, Virginia, 1986, As Amended, More Specifically, to Amend Article 2 Section AA, Entitled Campgrounds” to Include Regulations for Onsite Amenities and Noise.
- F. Consideration of Authorizing the Renewal of a Radio Tower Lease at 646 Eagle Springs Road.
Council Letter Number CL - 497.
1. Public Hearing
 2. A Resolution Authorizing the Renewal of a Tower Lease with American Towers, LLC at 646 Eagle Springs Road.
- G. Consideration of a Transient Occupancy Tax Update.
Council Letter Number CL - 496.
- An Ordinance Repealing and Reordaining in its Entirety Article VI, Entitled “Tax on Transient Lodgers” of Chapter 37, Entitled “Taxation” of the Code of the City of Danville, Virginia, 1986, As Amended.
- H. Consideration of Appalachian Power Easement Agreement-West Fork Substation Fourth Delivery Point.
Council Letter Number CL - 536.
- A Resolution Authorizing and Approving the City of Danville, Virginia to Enter into an Easement Agreement with Appalachian Power Company for Land Associated with the City’s Fourth Electric Delivery Point.
- I. Consideration of Amending the Fiscal Year 2023 Budget Appropriation Ordinance to Accept Schoolfield Master Plan Funding from Caesars LLC.
Council Letter Number CL - 514.

An Ordinance Amending the Fiscal Year 2023 Budget Appropriation Ordinance by Increasing Revenues from Caesars Virginia, LLC, Casino Revenues for the Schoolfield Master Plan for an Appropriation in the Amount of \$360,000 and Appropriating the Same.

FIRST READING

- J. Consideration of Amending the Fiscal Year Budget Appropriation Ordinance for a Recreation Enrichment Program in the Amount of \$262,494.

Council Letter Number CL - 551.

An Ordinance Amending the Fiscal Year 2023 Budget Appropriation Ordinance to Provide for Funds in the Amount of \$55,611 for a Recreation Enrichment Program and the Local In-Kind Share of \$206,883 for a Total Appropriation of \$262,494 and Appropriation of Same.

FIRST READING

- K. Consideration of the City of Danville Budget, CSP, and Budget Appropriation Ordinance.

Council Letter Number CL - 504.

1. Public Hearing
2. A Resolution Approving the Budgets of the Various Funds of the City of Danville for the Fiscal Year Ending June 30, 2024.
FIRST READING
3. A Resolution Approving the Fiscal Year 2024 Capital and Special Projects Plan for the City of Danville, Virginia.
FIRST READING
4. Budget Appropriation Ordinance For Fiscal Year 2024.
FIRST READING

COMMUNICATIONS FROM VISITORS

Communication from Visitors is an opportunity for citizens, who have signed up to speak, 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 three uninterrupted minutes. A representative of a group may have up to five 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.

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 - 579

MEETING MINUTES A.

City Council REGULAR MEETING

Meeting Date: June 6, 2023

Subject: Approval of Meeting Minutes

From: Susan DeMasi, City Clerk

COUNCIL ACTION

Consideration of Approval of Minutes from Regular Council Meeting held on May 2, 2023.

Attachments

1. Meeting Minutes
-

May 2, 2023

The Regular May meeting of the Danville City Council was held on May 2, 2023, 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, L.G. "Larry" Campbell Jr., Bryant Hood, Mayor Alonzo L. Jones, Barry Mayo, Vice Mayor Gary P. Miller, Sherman M. Saunders, J. Lee Vogler, Jr., and Madison J.R. Whittle (9).

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 Council Member J. Lee Vogler, Jr., followed by the Pledge of Allegiance.

ANNOUNCEMENTS AND SPECIAL PRESENTATIONS

Proclamation: Make Danville Shine Month
Presented to: Chasta White, Housing and Redevelopment Specialist

Mayor Jones recognized Chasta White who thanked everyone in Community Development and Public Works for everything they have done. There will be a kickoff held at the Community Market on Saturday, May 6 from 8:00 am to 12:00 pm. There will be free products including t-shirts and cleanup buckets handed out at the event. There will also be contractors on site handing out information on how to fix up your home. Any questions can be directed to Chasta or if there was a question regarding trash pickup they can be directed to Denise Wyatt at Public Works.

CONSENT AGENDA

Council Member Buckner **moved** for adoption of the following Consent Agenda items:

Minutes from Regular Council Meeting held on April 4, 2023. Draft copies of the Minutes had been distributed prior to the meeting.

Amending the Fiscal Year 2023 Budget Appropriation Ordinance for Appropriation of the Danville Regional Foundation Grant

An Ordinance entitled, Ordinance No. 2023-04.11, Amending the Fiscal Year 2023 Budget Appropriation Ordinance to Provide for a Grant from the Danville Regional Foundation in the Amount of \$200,000 and no Local Match for a Total Grant in the Amount of \$200,000 and Appropriating the Same.

Amending the Fiscal Year 2023 Budget Appropriation Ordinance for an Appropriation of the Community Flood Preparedness Fund (CFPF) Agreement

An Ordinance entitled, Ordinance No. 2023-04.12, Amending the Fiscal Year 2023 Budget Appropriation Ordinance to Provide for a Grant from the Department of Conservation and Recreation in the Amount of \$331,740 and Local Match in the Amount of \$36,860 for a Total Grant in the Amount of \$368,600 and Appropriating the Same.

May 2, 2023

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

VOTE: 9-0
AYE: Buckner, Campbell, Hood, Jones, Mayo,
Miller, Saunders, Vogler and Whittle (9)
NAY: None

Mayor Jones recognized Lisa Meriwether, Economic Development Tourism Manager, who introduced Lisa Greer, the new Welcome Center Manager. Ms. Meriweather stated Ms. Greer was a Danville native who recently moved back, and brings an extensive knowledge of hospitality and tourism. Ms. Greer will be responsible for managing the new Visitor's Center operations at 645 River Park Drive.

NEW BUSINESS

CONSIDERATION OF A REQUEST TO REZONE 125 DEWEY PLACE FROM HR-C HIGHWAY RETAIL COMMERCIAL TO OT-R OLD TOWN RESIDENTIAL

Mayor Jones opened the floor for a Public Hearing regarding Rezoning 125 Dewey Place. Notice of the Public Hearing was published in the *Danville Register & Bee* on April 18, 2023 and April 25, 2023.

Mayor Jones recognized Donna Gibson, Realtor, who stated that when she listed Dewey Place, she didn't pay attention that it was zoned commercial. They were able to sell it, the commercial zoning did not go with the loan, and that was the reason they were asking for it to go back to residential. No one else desired to be heard and the Public Hearing was closed.

Council Member Vogler **moved** for adoption of an Ordinance entitled:

ORDINANCE NO. 2023-05.01

AN ORDINANCE REZONING 125 DEWEY PLACE FROM HR-C, HIGHWAY RETAIL COMMERCIAL TO OTR, OLD TOWN RESIDENTIAL.

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

VOTE: 9-0
AYE: Buckner, Campbell, Hood, Jones, Mayo,
Miller, Saunders, Vogler and Whittle (9)
NAY: None

CONSIDERATION OF A SPECIAL USE PERMIT AT 2025 NORTH MAIN STREET

Mayor Jones opened the floor for a Public Hearing regarding a Special Use Permit at 2025 North Main Street. Notice of the Public Hearing was published in the *Danville Register & Bee* on April 18, 2023 and April 25, 2023.

Mayor Jones recognized Steven Gould with SOVAH Legal, who spoke on behalf of the applicant, explaining Items B and C under New Business represent instances of a prior nonconforming use that lapsed because of business licenses and business property tax in arrears. Mr. Gould noted that in both cases, those amounts were now fully current and the applicants were seeking special

May 2, 2023

use permits to continue the long standing uses at both properties. No one further desired to be heard and the Public Hearing was closed.

Council Member Buckner **moved** for adoption of an Ordinance entitled:

ORDINANCE NO. 2023-05.02

AN ORDINANCE GRANTING SPECIAL USE PERMIT APPLICATION PZ23-00075 FILED BY SWICEGOOD BARKER FUNERAL SERVICES, REQUESTING A SPECIAL USE PERMIT TO ALLOW THE OPERATION OF A FUNERAL HOME AT 2025 NORTH MAIN STREET IN ACCORDANCE WITH ARTICLE 3.J, SECTION C, ITEM 6

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

VOTE: 9-0
AYE: Buckner, Campbell, Hood, Jones, Mayo,
Miller, Saunders, Vogler and Whittle (9)
NAY: None

CONSIDERATION OF A SPECIAL USE PERMIT AT 564 WEST MAIN STREET

Mayor Jones opened the floor for a Public Hearing regarding a Special Use Permit at 564 West Main Street. Notice of the Public Hearing was published in the *Danville Register & Bee* on April 18, 2023 and April 25, 2023. Steven Gould with SOVAH Legal spoke on behalf of the applicant, explaining the facts for this ordinance were the same as the previous one and they asked for Council's support. No one further desired to be heard and the Public Hearing was closed.

Council Member Buckner **moved** for adoption of an Ordinance entitled:

ORDINANCE NO. 2023-05.03

AN ORDINANCE GRANTING SPECIAL USE PERMIT APPLICATION PZ23- 00076 FILED BY SWICEGOOD BARKER FUNERAL SERVICES, REQUESTING A SPECIAL USE PERMIT TO ALLOW THE OPERATION OF A FUNERAL HOME AT 564 WEST MAIN STREET IN ACCORDANCE WITH ARTICLE 3.J., SECTION C, ITEM 6.

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

VOTE: 9-0
AYE: Buckner, Campbell, Hood, Jones, Mayo,
Miller, Saunders, Vogler and Whittle (9)
NAY: None

CONSIDERATION OF A REQUEST TO AMEND CHAPTER 41 ENTITLED "ZONING ORDINANCE" OF THE CITY OF DANVILLE, MORE SPECIFICALLY, TO AMEND ARTICLE 15 SECTION B, TO ADD THE DEFINITION FOR "DORMITORY".

Mayor Jones opened the floor for a Public Hearing regarding Amending the Zoning Code for Dormitory. Notice of the Public Hearing was published in the *Danville Register & Bee* on April 18, 2023 and April 25, 2023. No one present desired to be heard and the Public Hearing was closed.

May 2, 2023

Vice Mayor Miller **moved** for adoption of an Ordinance entitled:

ORDINANCE NO. 2023-05.04

AN ORDINANCE AMENDING CHAPTER 41 ENTITLED, "ZONING ORDINANCE" OF THE CODE OF THE CITY OF DANVILLE, VIRGINIA, 1986, AS AMENDED, MORE SPECIFICALLY, TO AMEND ARTICLE 15 SECTION B, TO ADD THE DEFINITION FOR "DORMITORY".

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

Council Member Whittle asked for an explanation of this item and City Manager Ken Larking stated there were currently no definitions in the City Code for a dormitory. Director of Planning Renee Burton stated that was correct, one needed to be added.

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

VOTE: 9-0
AYE: Buckner, Campbell, Hood, Jones, Mayo,
Miller, Saunders, Vogler and Whittle (9)
NAY: None

CONSIDERATION OF A REQUEST TO AMEND CHAPTER 41 ENTITLED "ZONING ORDINANCE" OF THE CITY OF DANVILLE, SPECIFICALLY TO AMEND ARTICLE 8 ENTITLED "PARKING AND LOADING REQUIREMENTS".

Mayor Jones opened the floor for a Public Hearing regarding Amending the Zoning Code for Parking and Loading Requirements. Notice of the Public Hearing was published in the *Danville Register & Bee* on April 18, 2023 and April 25, 2023. No one present desired to be heard and the Public Hearing was closed.

Council Member Buckner **moved** for adoption of an Ordinance entitled:

ORDINANCE NO. 2023-05.05

AN ORDINANCE AMENDING CHAPTER 41 ENTITLED, "ZONING ORDINANCE" OF THE CODE OF THE CITY OF DANVILLE, VIRGINIA, 1986, AS AMENDED, MORE SPECIFICALLY, TO AMEND ARTICLE 8, SECTION D TO AMEND SPACE LENGTH FROM 20' TO 18'.

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

Council Member Whittle asked if parking spaces were usually 20' by 11', and Mr. Larking stated that they were cleaning the language in the Code because this size did not make any sense. It was being updated with sizes that were more consistent with those being used. Ms. Burton stated that the current code states 9' by 20' which was done over a year ago. Staff was unclear at this point as to why that change was made. The national standard for parking spaces was 9' by 18' so staff decided to return to that size in order to reduce the area of paved surfaces as they were looking at redevelopment. Mr. Whittle questioned if this would affect compact car parking, and Ms. Burton stated this would not as those specifications would remain the same. Mr. Whittle asked if compact parking could be used in the River District, and Ms. Burton stated that it could if a parking lot was being developed. Parking regulations were not required within the River District itself unless someone created a parking lot.

May 2, 2023

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

VOTE: 9-0
AYE: Buckner, Campbell, Hood, Jones, Mayo,
Miller, Saunders, Vogler and Whittle (9)
NAY: None

CONSIDERATION OF THE FISCAL YEAR 2024 DANVILLE PUBLIC SCHOOLS BUDGET

Mayor Jones opened the floor for a Public Hearing regarding the Fiscal Year 2024 School Budget. Notice of the Public Hearing was published in the *Danville Register & Bee* on April 21, 2023. No one present desired to be heard and the Public Hearing was closed.

Upon **Motion** by Vice Mayor Member Miller and **second** by Council Member Buckner, a Resolution entitled:

RESOLUTION NO. 2023-05.01

A RESOLUTION APPROVING THE BUDGET OF THE SCHOOL BOARD OF THE CITY OF DANVILLE FOR THE FISCAL YEAR ENDING JUNE 30, 2024.

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

Council Member Whittle noted they were funding the Schools \$25M; Mr. Larking explained the request for the School Budget was to increase the amount for their operations by \$2.5M and to reduce their request for capital by \$2M, so it was a net increase of \$5M to the Danville Public School System. That additional revenue for operations would go toward funding for three behavioral specialist positions at \$275,000, to help support children in the community that often come from challenging home environments. Another \$1.4M was to pay for the local match associated with the state's 5% increase for teachers; there were several teacher positions that were funded within the Danville Public School that were paid for with local funds. The 5% raise that the State was offering, only applies to those positions that were authorized through the Standards of Quality. Because there were several other teacher positions that enable them to have smaller classroom sizes, the City needs to provide funding for those teachers to get the 5% increase. There was an \$861,000 request to help implement a \$14 per hour minimum wage; this would ensure every employee in the Danville Public School system has that minimum wage.

Council Member Campbell noted he and Mr. Whittle were the representatives of Council to the School and there was no pre-discussion. There should have been some pre-discussion before it came to Council. Mr. Larking noted they did have a meeting with two members of the School Board, the Mayor and Council Member Whittle as well as the Superintendent and himself; this was about a month or so ago. Rev. Campbell had family issues and was not able to attend and the Mayor stepped in to attend. Mayor Jones noted everything was presented to them, it was broken down by the School; it was well presented.

Council Member Vogler noted this was the First Reading, so there were a couple weeks if there were more questions and was glad the City Manager did a breakdown of what some of this funding was going toward. Council was given the full budget with every line item, and thanked the School Board for that. Mr. Vogler noted he was in favor of the funding, especially to keep the class sizes small. It was important that they have those discussions and work together; he believed that they were and that there were good, positive things on the horizon and there were things they needed

May 2, 2023

to work through. They cannot have a strong city without a strong school system; a City of their size can never reach its full potential unless they were arm and arm with their school system, alongside them. It was important that they continue to work together and each do their part.

Mr. Larking noted last year the Council made a request for the school system to present the budget by categories and that was presented in this year's budget to Council; they will be able to see how the money was coming in by category.

Vice Mayor Miller noted what impacts on teacher's abilities was class size; getting the class sizes as small as possible was a major factor in good teaching. In this day and time, multiple social workers were needed, people that interact to find out what the child's problems were, to try to work with the children to get them to learn.

Mayor Jones thanked the Superintendent for being here this evening. Dr. Hairston thanked Council, the process has been going on since October, they have had many Council members meet with their team over the budget, and thanked the City Manager for his support, getting through this process. They believe this budget represents an investment in the teachers, employees as well as support for the students by having the additional support staff in place.

CONSIDERATION OF ADJUSTING UTILITY RATES FOR UTILITY SERVICES

Mayor Jones opened the floor for a Public Hearing regarding Utility Rates. Notice of the Public Hearing was published in the *Darville Register & Bee* on April 25, 2023. No one present desired to be heard and the Public Hearing was closed.

Council Member Buckner **moved** for adoption of an Ordinance entitled:

ORDINANCE NO. 2023-05.06

AN ORDINANCE ADJUSTING UTILITY RATES FOR UTILITY SERVICES EFFECTIVE JULY 1, 2023.

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

Council Member Vogler asked for a breakdown of what this was going to mean for an individual's utility bill. Director of Utilities, Jason Grey, stated that there were two utilities that were seeking rate adjustments, water and electric. The average water user can expect to see an increase of about \$1.25 per month. On electric it was based off consumption so higher consumers will actually see a decrease and the lower consumers will see a small increase. Overall, in electric it was a 0% effect, it just allocates cost where appropriate.

Mr. Vogler asked what the reasoning behind the proposed increase was and Mr. Grey stated that every two years the City does a biennial rate study to make sure they were allocating their costs appropriately; charging their costs to provide service for that particular customer class. Other utilities do it every three years or more, but it was their goal to accurately charge customers based off the cost to provide the service. Mr. Vogler stated about eight years ago Utilities had a pretty large deficit and asked the status of that; Mr. Grey stated that they were back in line with the City's policies, and have recovered from that power cost adjustment deficit.

Mr. Vogler noted he was still trying to decide how to vote on this; he understands from the Utilities why this was being put forward, but he also knows that the City's utilities in general were on the

May 2, 2023

high side compared to some other places and he understands the reasons for that. Mr. Vogler stated the City was coming into a large amount of revenue as a city, and while this wasn't a tax increase, it was a rate increase. It was getting hard for him to look at someone and tell them about an increase and at the same time, the City has all these great things coming, and money coming in, but ask citizens to pay a little bit more.

Council Member Whittle stated the last time he spoke it was about a half a billion dollars in debt, has the City cleaned that up. Mr. Grey explained that was associated with the City's power generation cost, that was built into the power supply cost; it was ongoing.

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

VOTE: 6-3
AYE: Buckner, Campbell, Jones, Mayo,
Miller, Saunders, (6)
NAY: Hood, Vogler and Whittle (3)

CONSIDERATION OF AMENDING THE PERSONNEL SYSTEM ORDINANCE

Council Member Buckner **moved** for adoption of an Ordinance entitled:

ORDINANCE NO. 2023-05.07

AN ORDINANCE AMENDING THE PERSONNEL SYSTEM OF THE CITY OF DANVILLE PROVIDING FOR THE CLASSIFICATION, COMPENSATION, AND EMPLOYEE DEVELOPMENT FOR EMPLOYMENT POSITIONS OF THE CITY.

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

VOTE: 9-0
AYE: Buckner, Campbell, Hood, Jones, Mayo,
Miller, Saunders, Vogler and Whittle (9)
NAY: None

Council Member Saunders asked if this included the pay study that was just conducted; what percentage of the 1100 employees was this going to affect and Mr. Larking noted that he was told that one-third of the City workforce would be impacted by the raising of the new hire minimum. There was a second phase that will apply to every employee and that was a tenure percentage raise depending on their years with the City. Also, if approved, everyone will receive a pay-for-performance increase in June. Council Member Vogler thanked staff and Council Members for working through this process to increase employee pay.

CONSIDERATION OF A CITY COUNCIL SALARY INCREASE

Mayor Jones opened the floor for a Public Hearing regarding City Council Salary Increase. Notice of the Public Hearing was published in the *Danville Register & Bee* on April 25, 2023. No one present desired to be heard and the Public Hearing was closed.

Council Member Vogler **moved** for adoption of an Ordinance entitled:

ORDINANCE NO. 2023-05.08

May 2, 2023

AN ORDINANCE INCREASING AND ESTABLISHING THE ANNUAL SALARIES OF THE MAYOR AND COUNCIL.

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

VOTE: 9-0
AYE: Buckner, Campbell, Hood, Jones, Mayo,
Miller, Saunders, Vogler and Whittle (9)
NAY: None

CONSIDERATION OF APPROVAL OF THE CITY ATTORNEY'S AMENDED EMPLOYMENT AGREEMENT

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

RESOLUTION NO. 2023-05.02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DANVILLE VIRGINIA APPROVING THE CITY ATTORNEY'S AMENDED EMPLOYMENT AGREEMENT.

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

VOTE: 9-0
AYE: Buckner, Campbell, Hood, Jones, Mayo,
Miller, Saunders, Vogler and Whittle (9)
NAY: None

CONSIDERATION OF THE APPROVAL OF THE CITY MANAGER'S AMENDED EMPLOYMENT AGREEMENT

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

RESOLUTION NO. 2023-05.03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DANVILLE VIRGINIA APPROVING THE CITY MANAGER'S AMENDED EMPLOYMENT AGREEMENT.

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

VOTE: 9-0
AYE: Buckner, Campbell, Hood, Jones, Mayo,
Miller, Saunders, Vogler and Whittle (9)
NAY: None

BUDGET APPROPRIATION - CONSIDERATION OF AMENDING THE FISCAL YEAR 2023 BUDGET APPROPRIATION ORDINANCE TO FUND PAY PLAN IMPLEMENTATION AND SUPPORT CITY OPERATIONS

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

ORDINANCE NO. 2023-05.09

AN ORDINANCE AMENDING THE FISCAL YEAR 2023 BUDGET APPROPRIATION ORDINANCE BY INCREASING REVENUES FROM BUSINESS AND OCCUPANCY LICENSES TO FUND PAY PLAN IMPLEMENTATION AND SUPPORT CITY OPERATIONS FOR AN APPROPRIATION IN THE AMOUNT OF \$600,000 AND APPROPRIATING THE SAME.

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

COMMUNICATIONS FROM VISITORS

Mayor Jones recognized Kendall Davis, 312 Gardner Street, who came before Council to discuss an issue he was having with drainage and water running onto his property. He gave pictures to the City Clerk, and stated he has been dealing with this issue since 2015 and no one was doing anything about it; Mr. Davis asked that Council look into the situation. Mayor Jones asked that he take the City Manager's card and call him to discuss the matter further.

COMMUNICATIONS

Mr. Larking noted that he attended a dinner meeting with Urban Land Institute who were visiting the community today and tomorrow. This was a group of professionals involved with development across Virginia; he had a great conversation with them. They wanted to learn from Danville about what they have been doing, how they have been successful in revitalizing the community through economic development and other efforts. Mr. Larking stated he was very proud of the fact that Danville was selected as one of the places this group wanted to come and talk to. Mr. Larking noted the Housing Authority purchased the Winslow Hospital and has asked for input from the community as to what they would like to see in the neighborhood; he shared some things that the City was doing outside of the Housing Authority to help build that neighborhood back up.

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

Council Member Saunders spoke about the Almagro neighborhood and how active Reverend Cecil Bridgforth was in the community. He was thankful that the Housing Authority has purchased the property, and looks forward to the wonderful things that will be done in the community. Mr. Saunders noted he was reminded of how often they look at people's jobs and pay, was happy that the City completed a pay study and have implemented such a great plan. Hopefully this will help to hold and gain more employees.

Council Member Vogler discussed the implementation of eliminating the business fee for small businesses last year, and with about a month to still go in this fiscal year, more business licenses have been applied for than last year. Mr. Vogler noted business license revenues were up and that was amazing. Council also voted for increased tax relief for disabled and elderly citizens, and for the first time in the history of city employees they were all at 100% or better for pay. This City Council takes care of its employees and citizens, and he was honored to serve with them.

Council Member Whittle noted his agreement with Council Member Vogler, but cautioned that there were headwinds coming and the City needed to cautiously move forward.

Council Member Buckner thanked Council Member Saunders for the fun weekend they had riding bikes for different organizations. There was a lot going on this weekend and hoped everyone heads out. Thursday night the band Palmore will be playing at 917 West Main Street, show starts

May 2, 2023

at 7pm and the doors open at 6:30pm, the Cinco de Mayo street festival was this Friday night in the 500 block of Craghead Street, the George Washington orchestra was presenting a concert this Friday night at 7pm at the GW High School auditorium, and Make Danville Shine was kicking off Saturday at the community market. There was a ton of stuff going on here in Danville and Mr. Buckner stated he looked forward to what was to come.

Council Member Campbell noted his agreement with everything that has been said.

Council Member Hood stated his agreement with everything that has been said tonight, and gave a shout out to Nana Karen's on Main Street. They allow the homeless to come in every morning to get meal tickets and they feed them every day from their menu without asking for acknowledgement.

Council Member Mayo commented on all the events Council has been attending, including the annual Danville Life Saving Crew banquet; it was interesting to learn about all they do. Mr. Mayo noted it was amazing to hear about the history of the Almagro neighborhood and how the citizens in that area feel; he looked forward to the revitalization that was going to happen there. Mr. Mayo noted he would like to touch on all the shootings that have been filling the media and how it hurts to see this. He urged citizens to speak about what was going on in their community; they witness so much but they will not speak, and Council needs them to speak. Mr. Mayo noted the 20th annual basketball camp was free and will start June 12 – June 14 at the Boys and Girls Club.

Vice Mayor Miller commented on the six year old that was shot in Lynchburg while playing a video game in his house. People really do need to speak up when they see something. National Night Out and Make Danville Shine were the two highlights for Council every year. Dr. Miller encouraged citizens to come to the Make Danville Shine kickoff; it was a lot of fun. Dr. Miler recognized Wayne Allen from the North Main Theater and Tyquan Graves from the School Board.

Mayor Jones gave a shout out to Chasta White and her kids for coming to the meeting and speaking about Making Danville Shine, and recognized Tyquan Graves, Tyrell Payne, Keisha Averett, and Keisha Walker for coming out. Mayor Jones noted he was honored and proud to serve with each and every Council Member, and thanked them for all that they do.

Meeting adjourned at 8:12 pm.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Council Letter City of Danville, Virginia



CL - 549

OLD BUSINESS A.

City Council REGULAR MEETING

Meeting Date: June 6, 2023

Subject: Consideration of Fee Changes Effective July 1, 2023.

From: Henrietta Weaver, Budget Director

COUNCIL ACTION

An Ordinance Amending and Establishing and Increasing Certain Fees of the City of Danville Effective July 1, 2023.

FINAL ADOPTION.

SUMMARY

The Fiscal Year 2024 City Council Introductory Budget contains recommendations for the following new fees or fee increases:

The establishment of a zoning letter verification fee in Community Development which is estimated to provide an additional \$2,700 in revenue.

Various fee increases in the Fire Department are estimated to provide an additional \$23,000 in revenue.

Parks and Recreation facility rental fee increases are estimated to provide an additional \$7,690 in revenue.

Sanitation fee increases are estimated to provide an additional \$225,800 in revenue.

A public hearing was held May 16, 2023 for the above proposed rate and fee changes. Nobody from the public spoke at the hearing.

BACKGROUND

The purpose of the fee establishment or increase in Community Development, Fire, and Parks and Recreation is to capture revenue from the customers who are using this service and to reduce the subsidy that the general taxpayer provides to make these available. Each of the proposed fees were benchmarked against peer cities to make sure they are competitive with what others charge for these services.

Sanitation fees are being increased due to the rising cost of providing this service. The Sanitation Fund is a self-supporting operation and, unfortunately, the rising costs associated with personnel and equipment require this increase. The current fees have not been changed since 2005.

RECOMMENDATION

It is recommended that City Council adopt the attached ordinance establishing and increasing fees.

Attachments

1. Ordinance
-

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2023-____. ____

AN ORDINANCE AMENDING AND ESTABLISHING AND INCREASING CERTAIN FEES OF THE CITY OF DANVILLE EFFECTIVE JULY 1, 2023.

WHEREAS, the city of Danville charges fees for services rendered, permits and public use of facilities; and

WHEREAS, fees for services rendered and permits are designed to help recoup a portion of the costs of providing those services; and

WHEREAS, fees for public use of facilities are designed to help recoup a portion of the costs of providing use of these facilities not usually shared by all citizens; and

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Danville, Virginia, that certain fees, be, and the same are hereby, established and approved in accordance with the four schedules, which are hereto and made a part hereof, as if fully set forth within, as follows:

Schedule I. Community Development – Zoning Verification Fee

Schedule II. Fire Department – Service Fees

Schedule III. Parks and Recreation – Facility Rental Rates

Schedule IV. Sanitation Fees

AND BE IT FURTHER ORDAINED that this Ordinance shall be and become effective on and as of July 1, 2023.

APPROVED:

MAYOR

ATTEST:

CLERK

Approved as to
Form and Legal Sufficiency:

City Attorney

**CITY OF DANVILLE
COMMUNITY DEVELOPMENT DEPARTMENT
FEES
*EFFECTIVE JULY 1, 2023***

Pursuant to Danville City Code § 2-9, and Danville City Charter § 2-19.

FEE	CURRENT	PROPOSED
Zoning letter verification	\$0	\$75

**CITY OF DANVILLE
FIRE DEPARTMENT
FEES
EFFECTIVE JULY 1, 2023**

Pursuant to Danville City Code § 2-9 and Danville City Charter § 2-19.

FEE	CURRENT	PROPOSED
Fire Protection Permit Plan Review Fees		
Sprinkler System (limited area, 13D, Dry Pipe, Standpipe)	\$30	\$150
Sprinkler System (ordinary, 13R)	\$30	\$300
Sprinkler Heads (per head)	\$0	\$5
Standpipe System Only	\$30	\$250
Standpipe System Only – each additional riser	\$0	\$100
Fire Pump (per pump)	\$30	\$300
Underground Fire Line (per line)	\$30	\$300
Fire Alarms (first 10 devices)	\$30	\$150
Fire Alarms (each additional after 10)	\$0	\$5
Hood System	\$30	\$150
Carbon Dioxide Extinguishing System	\$30	\$200
Clean Agent Extinguishing System	\$30	\$100
Dry Chemical System, Wet Chemical System	\$30	\$100
Fire Safety Educational Review	\$30	\$50
Revision & Revision/Resubmitted	\$30	\$50
Tank Install (per tank)	\$30	\$200
Fireworks (per site)	\$30	\$50
Fire Protection Inspection Fees		
Various Fire Protection Inspection Fees	\$100	\$200
Thermal Pest Control	\$0	\$200
Tank Install and Removal	\$100	\$200
Re-inspection Fee	\$30	\$200
Fire Marshal's Office Permit Fees		
Blasting Permit (90 days)	\$125	\$1,000
Fireworks (per site, date specific)	\$100	\$400
Fumigation (14 days max, date specific)	\$100	\$200
Tank Removal – Abandonment (per tank)	\$100	\$200
Tank Install	\$100	\$400
False Alarm Fees		
3 rd False Alarm	\$50	\$100
4 th False Alarm	\$75	\$150
5 th False Alarm	\$100	\$200
6 th False Alarm and subsequent	\$125	\$500

**CITY OF DANVILLE
FIRE DEPARTMENT
FEES
EFFECTIVE JULY 1, 2023**

Pursuant to Danville City Code § 2-9 and Danville City Charter § 2-19.

FEE	CURRENT	PROPOSED
Fire Marshal's Office Building Inspection Fees		
FMO Occupancy Evaluation, Shell, Tenant	\$100	\$150
Re-inspection Fee	\$30	\$150
FMO Inspection Package Fees		
Wet/Dry System – 4 heads or less	\$100	\$300
Wet System – 5 heads or more	\$100	\$500
Flow Test – 4 heads	\$100	\$150
Dry System – 5 heads or more	\$100	\$500
Hood System Test	\$100	\$150
Clean Agent System	\$100	\$150
Fire Alarm	\$100	\$300
Underground Fire Main	\$100	\$400
Standpipe	\$100	\$400
Fire Protection Permit Inspection - Rejection	\$27.50	\$150
Fire Protection Permit Inspection - Cancellation	\$27.50	\$50
Working Without Permit Fee	\$0	\$750

**CITY OF DANVILLE
PARKS AND RECREATION DEPARTMENT
FACILITY RENTAL FEES
EFFECTIVE JULY 1, 2023**

Pursuant to Danville City Code § 2-9 and § 25-3, and Danville City Charter § 2-19.

FACILITY	CURRENT	PROPOSED
Pepsi Building (4 hour minimum)	\$325	\$400
Community Market (Community Rm)	\$480	\$560
Community Market (Building)	\$900	\$1,000
Ballou 6 & Anglers Park Shelter (5 hours)	\$45	\$50
Ballou 6 & Anglers Park Shelter (10 hours)	\$80	\$90
Ballou 2, Camilla & Coates Shelter (5 hours)	\$30	\$35
Ballou 2, Camilla & Coates Shelter (10 hours)	\$50	\$60
Ballou Park Stage (4 hour minimum)	\$180	\$200
All other sites – private events (5 hours)	\$15	\$35
All other sites – private events (10 hours)	\$30	\$60
Coates Recreation Center (4 hour minimum)	\$250	\$325
Glenwood Recreation Center (4 hour minimum)	\$250	\$325
City Auditorium (4 hour minimum)	\$375	\$450
Ballou Park Recreation Center (downstairs)	\$325	\$400
Ballou Park Recreation Center (upstairs)	\$200	\$275
Camp Grove Recreation Center	\$250	\$325

**CITY OF DANVILLE
PUBLIC WORKS DEPARTMENT
SANITATION FEES
EFFECTIVE JULY 1, 2023**

Pursuant to Danville City Code § 2-9 and § 17-25, and Danville City Charter § 2-19.

FEE	CURRENT	PROPOSED
Residential Refuse Collection	\$16.50	\$17.50
Residential Refuse Collection – reduced fee	\$8.25	\$8.75
Commercial Refuse Collection	\$2	\$3
Commercial Refuse Collection – partial service	\$1	\$1.50
Sale of Refuse Carts (96 gallon)	\$50	\$60
Heavy Truck Tire Disposal	\$5	\$10
Passenger Tire Disposal	\$2	\$5
Yard Waste Disposal (begin charging residential)	\$10	\$10



STAFF REPORT

DATE: June 6, 2023
TO: City Council
FROM: Renee Burton, Division Director of Planning
RE: Consideration of Rezoning 3300 North Main Street from N-C Neighborhood Commercial to HR-C Highway Retail Commercial.

BACKGROUND

The subject property, 3300 North Main Street, is currently owned by Virginia Bank & Trust and is zoned N-C, Neighborhood Commercial. Bank operations at this location closed several months ago, leaving a vacant structure. The applicant, CDA Holdings, LLC, has agreed to a contract to purchase 3300 North Main Street to develop a Dollar Tree retail store. The proposed retail store is 9,977 square feet. The N-C zoning classification does not allow structures greater than 3,000 square feet. Therefore, the applicant has requested to rezone 3300 North Main Street from N-C, Neighborhood Commercial to HR-C, Highway Retail Commercial.

The proposed development requires demolition of the existing structure and new construction of a retail store. During demolition, the existing City utility connections will remain and will be utilized by the new structure. The parking layout will have an egress/ingress point on North Main Street and another on Seminole Drive.

The construction and operation of a 9,977 square foot retail store is consistent with the neighborhood. The property fronts a six (6) lane stretch of US 29 Business with similar businesses. The properties surrounding the subject property are a mixture of N-C and HR-C zoning classifications.

Nine (9) notices were sent to surrounding property owners within three hundred (300) feet of the subject property. One (1) unopposed response was received.

On May 08, 2023, the City Planning Commission voted 6-0 to recommend approval of Rezoning Request PZ23-00102 to rezone 3300 North Main Street from N-C, Neighborhood Commercial to HR-C, Highway Retail Commercial.

RECOMMENDATION

It is recommended that City Council adopt an Ordinance rezoning from N-C, Neighborhood Commercial to HR-C, Highway Retail Commercial, Parcel ID 50204 (3300 N Main Street).

ATTACHMENTS

1. Ordinance
2. Rezoning Application
3. Transmittal 4-7-23 Dollar Tree Danville
4. 3300 N Main Street Conceptual Plan
5. Owner Consent to Submittal
6. Danville Dollar Tree Rezoning Narrative
7. 3300 N Main Street Aerials
8. 3300 N Main Street Land Use
9. 3300 N Main Street Owners
10. Planning Commission Recommendation

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2023 _____._____

AN ORDINANCE REZONING FROM N-C NEIGHBORHOOD COMMERCIAL TO HR-C HIGHWAY RETAIL COMMERCIAL PARCEL ID #50204 (3300 NORTH MAIN STREET).

WHEREAS, in accordance with the Code of the City of Danville, Virginia, 1986, as amended, CDA Holdings, LLC, has requested to rezone from the N-C Neighborhood Commercial zoning district to the HR-C Highway Retail Commercial zoning district, Parcel ID #50204 (3300 North Main Street), of the City of Danville, Virginia Zoning District Map.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Danville, Virginia, that the report of the Planning Commission recommending approval of Rezoning Application PZ22-00102, filed by CDA Holdings, LLC, requesting to rezone from the N-C Neighborhood Commercial zoning district to the HR-C Highway Retail Commercial zoning district Parcel ID #50204 (3300 North Main Street), of the City of Danville, Virginia Zoning District Map, is hereby received; and

BE IT FURTHER ORDAINED that in consideration of said report and the public hearing this day held by Council, Rezoning Application PZ22-00102, filed by CDA Holdings, LLC requesting to rezone N-C Neighborhood Commercial zoning district to the HR-C Highway Retail Commercial zoning district Parcel ID #50204 (3300 North Main Street), of the City of Danville, Virginia Zoning District Map, is hereby approved; and

BE IT FINALLY ORDAINED that Parcel ID #50204, of the City of Danville, Virginia Zoning District Map is hereby amended to reflect the same.

Approved:

Mayor

Attest:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney



CITY PLANNING COMMISSION

REZONING APPLICATION

1. An application for rezoning shall be made by the owner, contract purchaser with the owner's written consent, or the owner's agent, of the property on which the proposed use is to be located. The application shall be submitted to the Director of Planning/Zoning Administrator, and shall be accompanied by the filing fee as established by the City Council.
2. The application shall include the following information:
 - a. A description of the proposed use and, where applicable, the hours of operation and the proposed number of employees/patrons.
 - b. A written statement of proposed project compatibility with the following:
 1. The Comprehensive Plan.
 2. The applicable zoning district.
 3. The surrounding properties.
 4. Current and future neighborhood conditions.
 5. Pedestrian and vehicular traffic patterns, on-site and off-site.
 6. Adequate public facilities.
 - c. When requested by the Director of Planning/Zoning Administrator, the Planning Commission, or the City Council, the following information shall be provided by the applicant:
 1. The architectural elevations and floor plans of proposed building(s).
 2. Traffic impact analysis.
 3. Fiscal impact analysis.
 4. Parking and site circulation analysis.
 5. Photographs of property and surrounding area.
 6. Environmental impact statement.
 7. A preliminary site plan in accordance with the Site Plan Regulations.

PLANNING DIVISION PROVIDED INFORMATION

Application #: PZ23-00102 PC Meeting Date: May 8
Date Received: April 10 Received By: Burton
Parcel ID: 50264 Zoning District: ~~A~~
Existing Zoning: N-C Proposed Zoning: HR-C

APPLICANT PROVIDED INFORMATION

Exact legal description of property (Attach if insufficient space).

Property Address: 3300 N Main St Gross Area/Net Area: 1.25 AC

Property Location: N ☒ S ☐ E ☐ W | Side of: Seminole Dr.

Between: N Main St and N Point Ln

Proffered Conditions (if any, please attach): N/A

PRESENT OWNER (S) OF ALL PROPERTIES INCLUDED IN APPLICATION (PLEASE TYPE OR PRINT):

Name: First National Bank Telephone: (434) 369-3000
(Aubrey H Hall, III, President & CEO)

Mailing Address: 622 Broad Street, Altavista, VA 24517

Email Address: toddhall@1stnatbk.com

APPLICANT (PLEASE TYPE OR PRINT):

If the applicant is not the property owner, written authorization from the property owner must accompany this application.

Name: CDA HOLDINGS, LLC c/o D. RICHARD BUSHEY Telephone: 757-333-7504

Mailing Address: 500 N. Birdneck Rd, Suite 200, Virginia Beach, VA

Email Address: drbushey@dynamiccommercial.com

CDA HOLDINGS, LLC

[Signature] 4/7/23
Applicant Signature date
MANAGING MEMBER

First National Bank by:

[Signature] 4-7-2023
Property Owner Signature date
(if not applicant)
President & CEO

Transmittal

Date: April 7, 2023 Job Number: 116773010

Project Name: Dollar Tree – Danville

To: City of Danville

Attn: Renee Burton, Division Director of Planning

Zoning Administrator

427 Patton St., Room 207

Danville, VA 24541

We are sending these by

☐ U.S. Mail ☒ FedEx ☐ KHA Hand Delivery

☐ Other _____

We are sending you

☒ Attached ☐ Under separate cover _____ *the following items:*

☐ Shop drawings ☐ Prints/Plans ☐ Samples ☐ Specifications ☐ Change Orders

☐ Other _____

<i>Copies</i>	<i>Date</i>	<i>No.</i>	<i>Description</i>
1	4/7/23		Original Signed Application
1	4/7/23		Check
1	4/7/23		12x18 Landscape Plan
1	4/7/23		Rezoning Narrative

These are transmitted as checked below:

☒ For your use ☐ Approved as submitted ☐ Resubmit ☐ Copies for approval

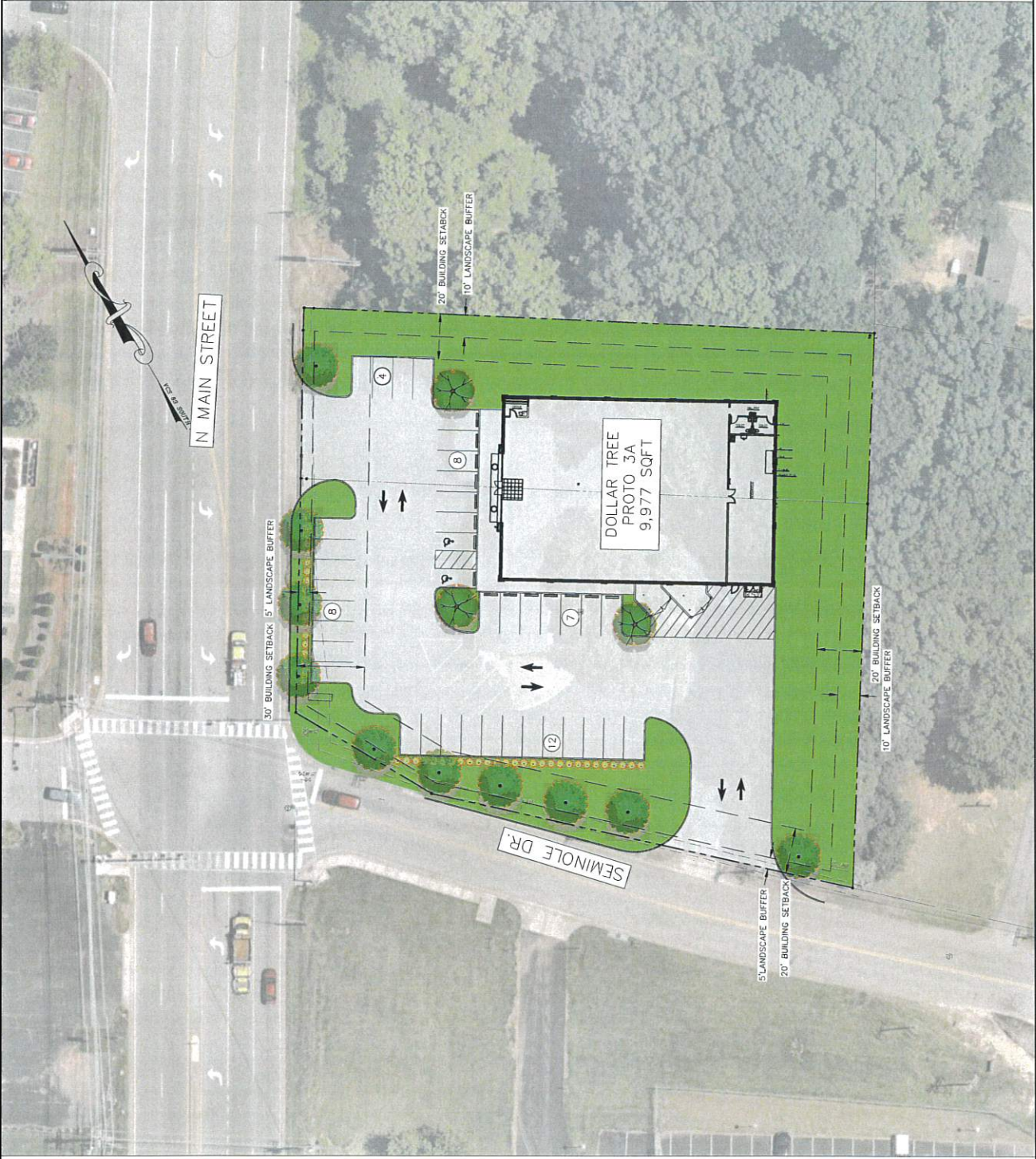
☐ As requested ☐ Approved as noted ☐ Submit ☐ Copies for distribution

☐ For review and comment ☐ Returned for corrections ☐ Return ☐ Corrected prints

Remarks:

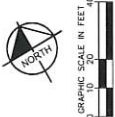
Copy to: File Signed: Michele Young

DANVILLE SHEET NUMBER V1		VIRGINIA		REZONING EXHIBIT DANVILLE		KHA PROJECT 116773010 DATE 4/4/2023 DESIGNED BY D.A. DRAWN BY D.A. CHECKED BY D.A.	© 2023 KIMLEY-HORN AND ASSOCIATES, INC. 4525 MAIN STREET, SUITE 1000, VIRGINIA BEACH, VA 23462 PHONE: 757-213-8800 FAX: 757-213-8601 WWW.KHULT-HORN.COM Kimley»Horn	No. REVISIONS DATE BY
---------------------------------------	--	----------	--	-------------------------------------	--	---	--	-----------------------------



SITE DATA	
JURISDICTION	DANVILLE
ADDRESS	3300 N Main St
EXISTING ZONING	NC
PROPOSED ZONING	HR-C
SITE AREA	1.25 AC.±
DOLLAR TREE BUILDING AREA	9,977 SF
PARKING REQUIRED	3 PER 1000 SF = 33
PARKING PROVIDED	39 SPACES
FRONT BUILDING SETBACK	30 FT
SIDE BUILDING SETBACK	20 FT
REAR BUILDING SETBACK	20 FT
FRONT LANDSCAPE SETBACK	5 FT
SIDE LANDSCAPE SETBACK	5 FT
REAR LANDSCAPE SETBACK	10 FT

- PLAN NOTES:**
- THIS SITE PLAN IS A PRELIMINARY PLAN. IT DOES NOT GUARANTEE THAT ALL ELEMENTS AND THE LINE ARE PROVIDED AS SHOWN AT THE TIME THE MAP WAS PREPARED. THE CLIENT IS RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION PROVIDED HEREON.
 - SOURCE OF PROPERTY LINE IS FROM LAND GROUP (RECORDED 210202).



Printed By: Seale, J. Date: 04/07/2023 09:23:12am. Location: \\server\home\seale\116773010 - Draw - Title - Danville\CD02\city\title\sheet V1.dwg

From: Todd Hall <THall@1stnatbk.com>
Sent: Friday, April 7, 2023 2:43 PM
To: Ric Bushey <drbushey@dynamiccommercial.com>; John Laramore <johnlaramore@icloud.com>
Cc: Mike Roach <miroach@dynamiccommercial.com>
Subject: RE: [External] RE: Letter for zoning

To Whom It May Concern,

First National Bank authorizes CDA Holdings, LLC c/o D Richard Bushey, Managing Member, to submit/file a zoning application with the City of Danville related to property the Bank owns located at 3300 North Main Street, Danville, VA.

Todd



(434) 369-3038 Office
(434) 944-4007 Mobile
622 Broad Street, P.O. Box 29
Altavista, VA 24517

Aubrey H. Hall, III
"Todd"
President & Chief Executive Officer

toddhall@1stnatbk.com
www.1stnatbk.com

[Click](#) here to upload files through ShareFile

From: Ric Bushey <drbushey@dynamiccommercial.com>
Sent: Friday, April 7, 2023 2:38 PM
To: John Laramore <johnlaramore@icloud.com>; Todd Hall <THall@1stnatbk.com>
Cc: Mike Roach <miroach@dynamiccommercial.com>
Subject: [External] RE: Letter for zoning

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Todd,

If you can provide the permission to the party below it will match the signed application.

Thank you, Ric

CDA Holdings, LLC
c/o D Richard Bushey
Managing Member

Rezoning Narrative

For:
Danville Dollar Tree

Prepared By:
Kimley-Horn
4525 Main Street, Suite 1000
Virginia Beach, VA 23462

April 7, 2023

Kimley-Horn Project Number: 116773010



Table of Contents

Section I – Project Description 3

Section II – Existing Conditions 3

 Figure 1: Aerial..... 3

Section III – Proposed Conditions 4

Section IV – Compliance with Danville 2030 Comprehensive Plan 4

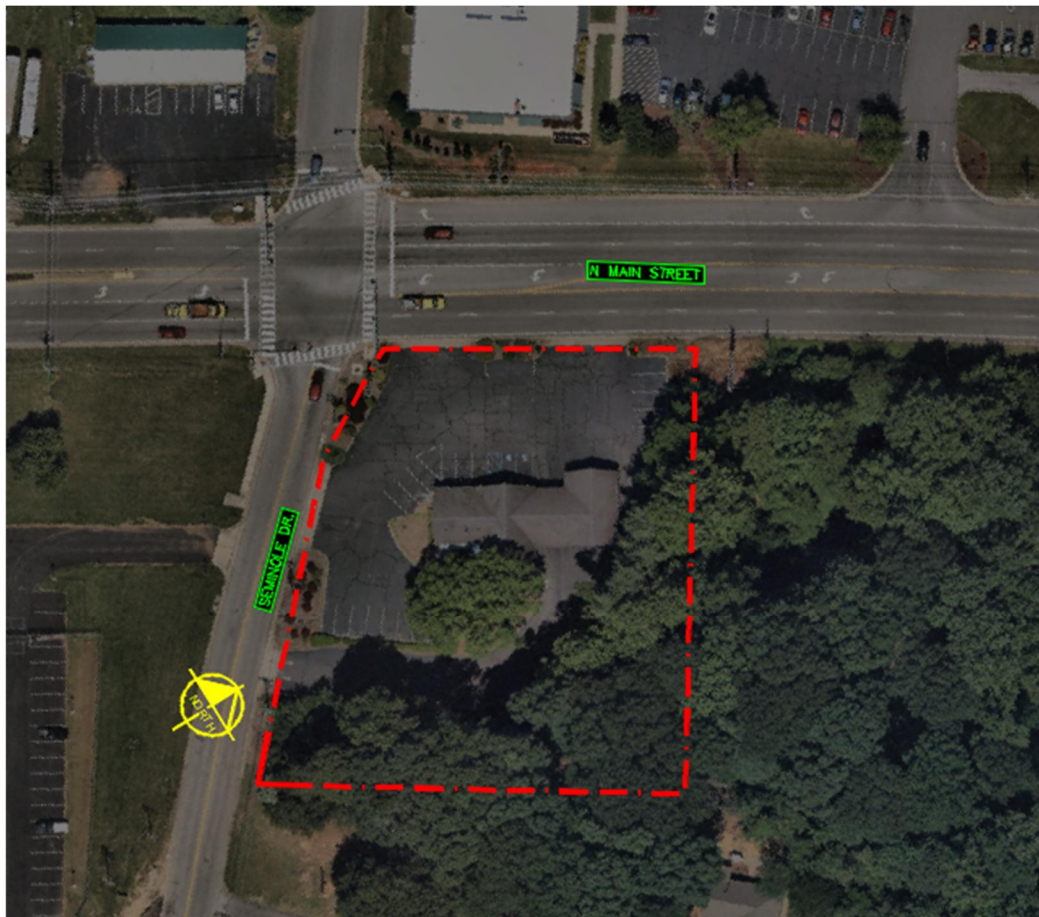
Section I – Project Description

The subject property is located at the intersection of North Main Street and Seminole Drive. The proposed project is the development of a 9,977 SF retail building at 3300 N Main Street, Danville, VA 24540. The total site acreage for this project is approximately ±1.25 acres. The parcel on N Main Street is currently zoned NC – Neighborhood Commercial. The proposed zoning to allow Dollar Tree to be classified as by-right is HR-C – Highway Retail Commercial. This application proposes the parcel at 3300 N Main Street to be rezoned from NC to HR-C. The rezoning application is requested to allow a commercial building that is larger than 3,000 SF on this parcel.

Section II – Existing Conditions

The parcel at 3300 N Main Street is approximately 1.25 acres zoned NC. The site was formerly a bank. The bank and its associated infrastructure is still existing today. In existing conditions, there are two access drives on each road. To the north of the parcel is a vacant forested parcel that is within the Pittsylvania County limits. The site to the west of the Dollar Tree parcel is a residential use.

Figure 1: Aerial



Section III – Proposed Conditions

The proposed project is a 9,977 SF Dollar Tree retail store and its associated parking lot infrastructure. 39 parking spaces are proposed to support the retail store.

Dollar Tree typical hours of operation are 9 AM - 9 PM Monday-Saturday and 10 AM - 8 PM on Sunday. Each store has approximately 15 total employees.

There are two access points proposed for this development. There is one access point proposed on Seminole Drive and one on N. Main Street. Both access points are in a similar location as the existing access locations for the bank.

There is currently a storm drainage conveyance system that carries public water through the site to its outfall on the eastern portion of this site. This similar drainage pattern will be maintained with the proposed condition.

Section IV – Compliance with Danville 2030 Comprehensive Plan

The site falls within the Comprehensive Plan's Planning Area 12: Franklin Turnpike. This area is characterized by a variety of residential neighborhoods centered around a strip of commercial development along N Main Street.

The goal of Planning Area 12 is to maintain a 40/60 ratio between residential and non-residential. The current ratio in this area is 63/32, which leaves significant room for commercial retail growth in this area.

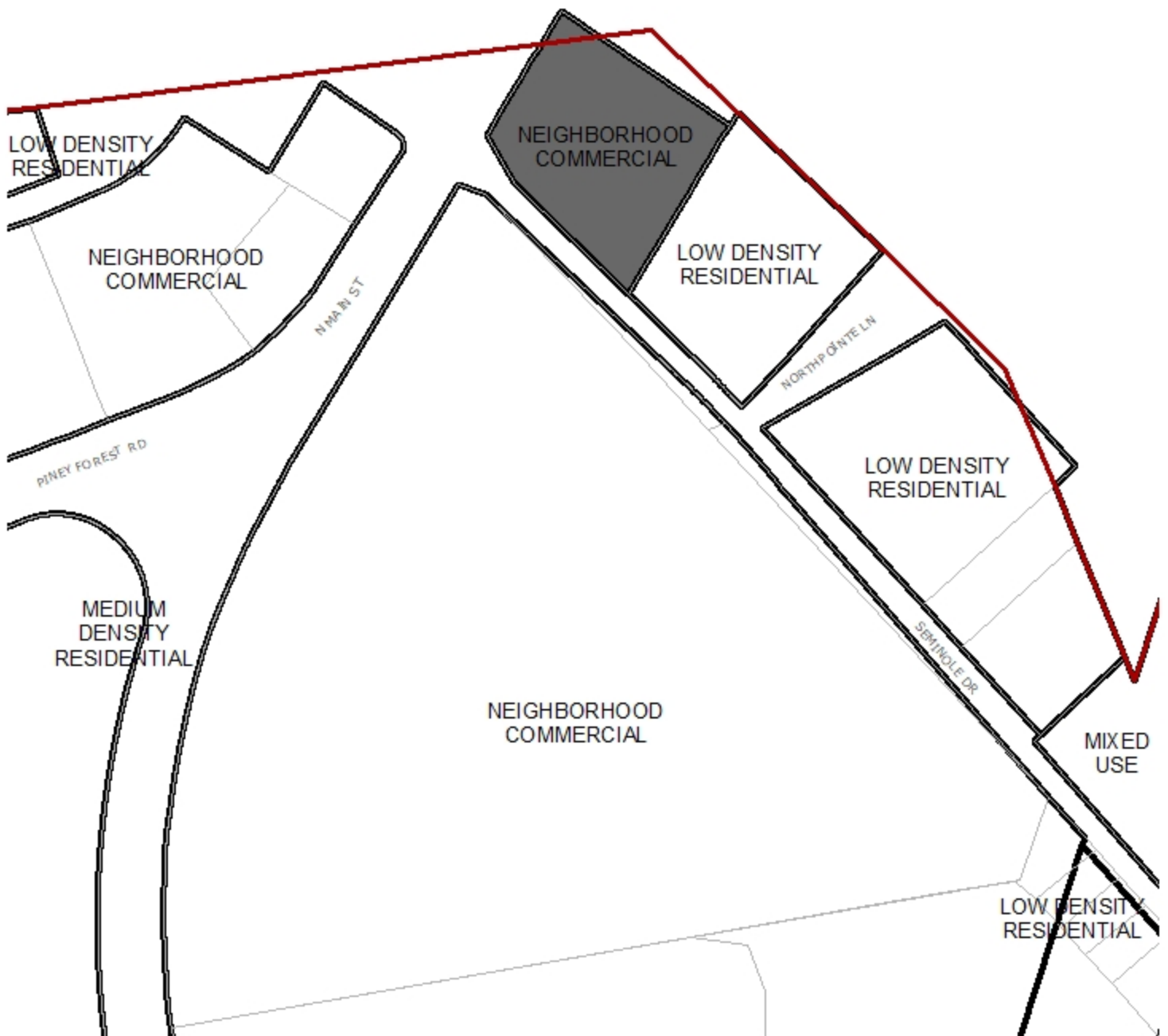
Allowing the development of Dollar Tree along the commercial strip of Planning Area 12 not only aligns with the 2030 comprehensive plan's goals to increase non-residential developments, but also will help the local economy by providing jobs and affordable retail sales.



2019 AERIAL VIEW OF AREA SURROUNDING SUBJECT PROPERTY

Prepared by:
Planning Division
4/17/2023

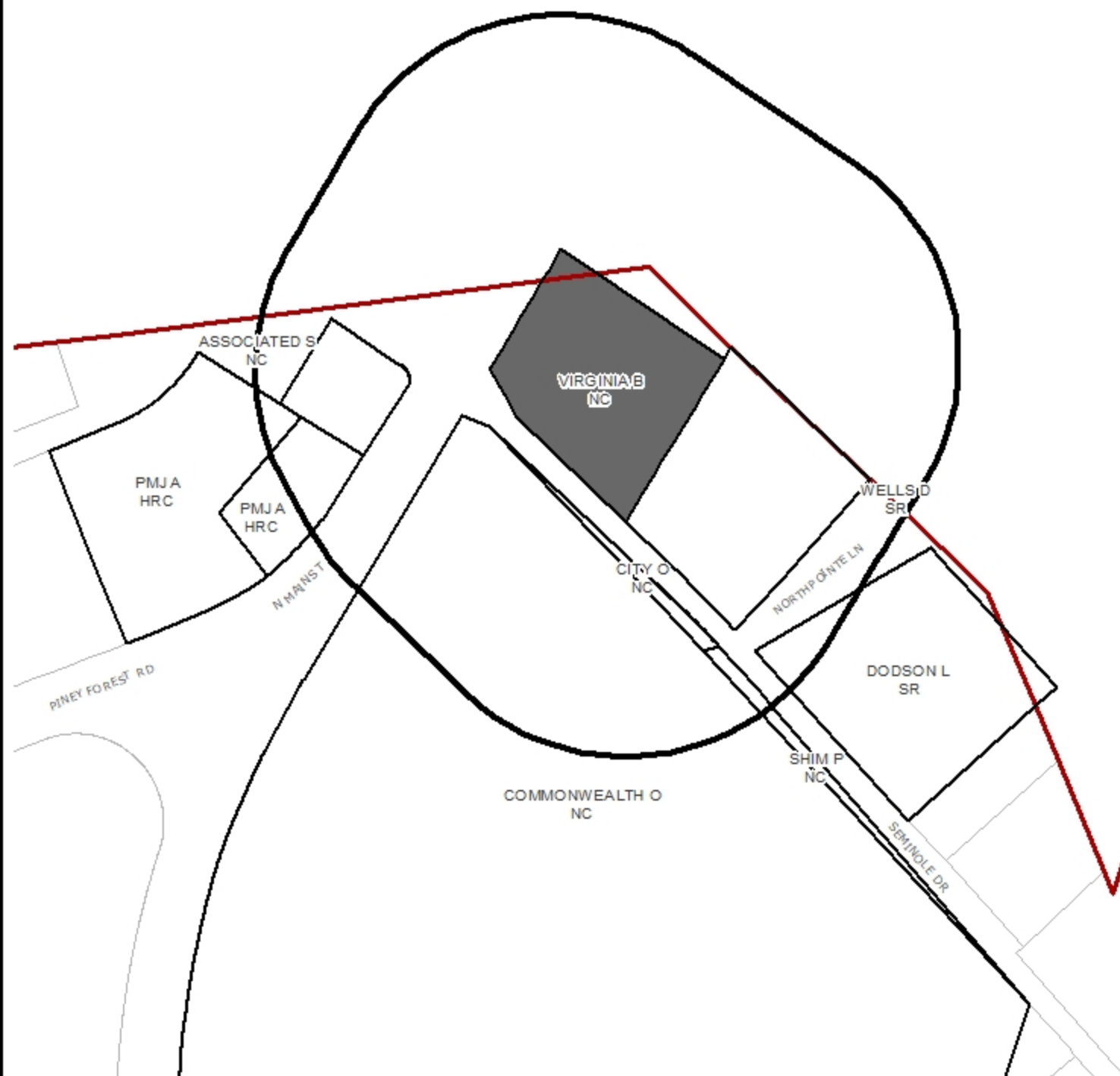
Disclaimer: Information contained on this map is to be used for reference purposes only. The City of Danville is not responsible for any inaccuracies herein contained. The City of Danville makes no representation of warranty as to this map's accuracy, and in particular, its accuracy in labeling, dimensions,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



YEAR 2030 LAND USE PLAN FOR AREA SURROUNDING SUBJECT PROPERTY

Prepared by:
Planning Division
4/17/2023

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



SURROUNDING PROPERTY OWNERS AND ZONING WITHIN 300 FEET OF SUBJECT PROPERTY



Prepared by:
Planning Division
4/17/2023

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



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

City Planning Commission

MEMORANDUM

DATE: MAY 08, 2023
TO: CITY COUNCIL
FROM: CITY PLANNING COMMISSION
RE: REZONING APPLICATION PZ23-00102

REQUEST

Rezoning Application PZ23-00102 filed by CDA Holdings, LLC requesting to rezone 3300 North Main Street (Parcel 50204) from N-C Neighborhood Commercial to HR-C Highway Retail Commercial.

RECOMMENDATION

The Planning Commission, at their May 08, 2023, meeting, voted 6 - 0 to recommend approval of Rezoning Request PZ23-00102 as submitted.

Mr. Steve Petrick, Chair



STAFF REPORT

DATE: June 6, 2023
TO: City Council
FROM: Renee Burton, Division Director of Planning
RE: Consideration of a Special Use Permit on Baldwin Street for Construction of a Duplex.

BACKGROUND

Parcel 60569 located on Baldwin Street is zoned OT-R, Old Town Residential. The applicant has received approval to subdivide the lot into two (2) lots and has submitted a Special Use Permit request to construct a duplex on each lot. The proposed duplexes will be a single story with abutting rear walls, giving each unit an individual front porch and driveway access.

The applicant owns several properties on Baldwin Street that he purchased in disrepair, remodeled and manages as rental property.

The 2030 Comprehensive Plan recognizes the residential character of this area and suggests that it is maintained. Planning staff believes that development of two (2) duplex units meets that criterion.

Baldwin Street is a narrow street off of Westover Drive that is developed with single family dwellings. Each home has at least one driveway and the traffic is minimal. Construction of the proposed duplex units will add four (4) new families to the community and is an attractive and compatible infill to the existing neighborhood.

Thirty-eight (38) notices were sent to surrounding property owners within three hundred (300) feet of the subject property. Eleven responses were received. One (1) was unopposed. Ten (10) were opposed.

On May 08, 2023, the City Planning Commission voted 6-0 to recommend approval of Special Use Permit request PZ23-00107 to construct duplexes on Parcel ID 60569 (Baldwin Street) in accordance with Article 3.E. Section C Item 1.

RECOMMENDATION

It is recommended that City Council adopt an Ordinance granting a Special Use Permit to construct duplexes on Parcel ID 60569 (Baldwin Street) in accordance with Article 3.E. Section C Item 1.

ATTACHMENTS

1. Ordinance
2. Application Baldwin St

3. Baldwin Subdivision Plat
4. Baldwin proposal
5. Baldwin_AERIALS
6. Baldwin LANDUSE
7. Baldwin St_OWNERS
8. Planning Commission Recommendation

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2023____.____

AN ORDINANCE GRANTING SPECIAL USE PERMIT APPLICATION PZ23-00107, FILED BY HENRY LEGGETT, REQUESTING A SPECIAL USE PERMIT TO CONSTRUCT A DUPLEX AT PARCEL ID 60569 (BALDWIN STREET) IN ACCORDANCE WITH ARTICLE 3.E. SECTION C ITEM 1.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Danville, Virginia, that the report of the Planning Commission recommending approval of Special Use Permit Application PZ23-00107, filed by Henry Leggett requesting a Special Use Permit to construct a duplex at Parcel ID 60569 (Baldwin Street) in accordance with Article 3.E entitled, "OT-R Old Town Residential District", Section C entitled, "Uses Permitted by Special Use Permit", Item 1 entitled, "Attached Residential (Townhouse Dwellings), be, and the same is hereby, received; and

BE IT FURTHER ORDAINED that in consideration of said report and the public hearing this day held by Council, Special Use Permit Application PZ23-00107, filed by Henry Leggett requesting a Special Use Permit to construct a duplex at Parcel ID 60569 (Baldwin Street) in accordance with Article 3.E entitled, "OT-R Old Town Residential District", Section C entitled, "Uses Permitted by Special Use Permit", Item 1 entitled, "Attached residential (Townhouse dwellings), is hereby granted and approved.

Approved:

Mayor

Attest:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney

SUP
PZ23-00107

City of Danville

CITY PLANNING COMMISSION

REZONING APPLICATION

1. An application for rezoning shall be made by the owner, contract purchaser with the owner's written consent, or the owner's agent, of the property on which the proposed use is to be located. The application shall be submitted to the Director of Planning/Zoning Administrator, and shall be accompanied by the filing fee as established by the City Council.
2. The application shall include the following information:
 - a. A description of the proposed use and, where applicable, the hours of operation and the proposed number of employees/patrons.
 - b. A written statement of proposed project compatibility with the following:
 1. The Comprehensive Plan.
 2. The applicable zoning district.
 3. The surrounding properties.
 4. Current and future neighborhood conditions.
 5. Pedestrian and vehicular traffic patterns, on-site and off-site.
 6. Adequate public facilities.
 - c. When requested by the Director of Planning/Zoning Administrator, the Planning Commission, or the City Council, the following information shall be provided by the applicant:
 1. The architectural elevations and floor plans of proposed building(s).
 2. Traffic impact analysis.
 3. Fiscal impact analysis.
 4. Parking and site circulation analysis.
 5. Photographs of property and surrounding area.
 6. Environmental impact statement.
 7. A preliminary site plan in accordance with the Site Plan Regulations.

PLANNING DIVISION PROVIDED INFORMATION

Application #: PC Meeting Date:

Date Received: Received By:

Parcel ID: Zoning District

Existing Zoning: Proposed Zoning:

APPLICANT PROVIDED INFORMATION

Exact legal description of property (Attach if insufficient space)

Property Address: Baldwin St. Gross Area/Net Area:

Parcel #60569

Property Location: ☐ N ☐ S ☐ E ☐ W ☐ Side of

Center

Between and

Proffered Conditions (if any, please attach):

1 Lot, split in to 2 lots, zoned for 2 duplex units
and appraisal to do so

PRESENT OWNER (S) OF ALL PROPERTIES INCLUDED IN APPLICATION (PLEASE TYPE OR PRINT):

Name: Telephone:

Henry A. Leggett Jr. 434-334-4887

Mailing Address:

333 Bromley Rd. Danville, VA 24541

Email Address:

henry.leggett@yahoo.com

APPLICANT (PLEASE TYPE OR PRINT):

If the applicant is not the property owner, written authorization from the property owner must accompany this application.

Name: Telephone:

Henry A. Leggett Jr. 434-334-4887

Mailing Address:

333 Bromley Rd. Danville, VA 24541

Email Address:

henry.leggett@yahoo.com

Applicant Signature

date Property Owner Signature
(if not applicant)

date

Henry A. Leggett Jr.

4/3/23

KNOW ALL MEN BY THESE PRESENTS TO WIT:

THAT HENRY A. LEGGETT, JR. IS THE OWNER OF PARCEL ID #00569 AS SHOWN HEREON BEING THE PROPERTY CONVEYED TO SAID OWNER BY DEED RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CITY OF DANVILLE VIRGINIA IN DEED BOOK 21 PAGE 2616.

THE SAID OWNER HEREBY CERTIFIES THAT THEY HAVE RESUBDIVIDED THE PROPERTIES OF THEIR OWN FREE WILL AND CONSENT AS REQUIRED BY SECTIONS 15.2-2240 THRU 15.2-2279 OF THE 1950 CODE OF VIRGINIA AS AMENDED TO DATE AND THE CITY OF DANVILLE SUBDIVISION ORDINANCE AS AMENDED TO DATE. WITNESS THE SIGNATURES AND SEALS OF SAID OWNERS.

HENRY A. LEGGETT, JR. OWNER
DEED BOOK 21 PAGE 2616

STATE OF VIRGINIA

OF _____ TO WIT:

AND FOR THE AFORESAID STATE, DO HEREBY CERTIFY THAT A NOTARY PUBLIC IN VIRGINIA, WHOSE NAME IS SIGNED TO THE FOREGOING WRITING, HAVE PERSONALLY APPEARED BEFORE ME AND ACKNOWLEDGED THE SAME IN MY AFORESAID JURISDICTION ON THIS _____ DAY OF _____, 2023.

MY COMMISSION EXPIRES:

NOTARY PUBLIC DATE & SEAL

REGISTRATION # _____

NOTES:

THIS PLAT REPRESENTS A CURRENT FIELD SURVEY BY MATHEW ALAN CLEMONS.

THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.

THIS PROPERTY IS NOT LOCATED WITHIN A F.E.M.A. DEFINED FLOOD HAZARD ZONE AS OF 8-29-2019. SEE COMMUNITY PANELS #5114300629 C.

THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS OR RIGHTS-OF-WAY OF RECORD PRIOR TO THE DATE OF THIS PLAT, WHICH WERE NOT VISIBLE AT THE TIME OF MY INSPECTION.

NOW OR FORMERLY
ALICE J. & BRANDON L. ROBERTSON
PARCEL ID #57245
DEED BOOK 16 PAGE 2918

NEW LOT 1A-1
0.634 ACRES

NEW LOT 1A-2
0.466 ACRES

NOW OR FORMERLY
HENRY A. LEGGETT, JR.
PARCEL ID #51059
DEED BOOK 18 PAGE 4400
MAP IN INST. #18 3843

NOW OR FORMERLY
KEVIN H. & LISA A. CRAVES
PARCEL ID #53984
DEED BOOK 05 PAGE 5988
M.B. 7, PAGE 15

CITY APPROVAL:

I CERTIFY THAT THE PLATING AND SUBDIVISION ARE IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE AND HEREBY APPROVED IN ACCORDANCE WITH SECTION 35.5-6 OF THE CODE OF THE CITY OF DANVILLE, 1988, AS AMENDED. THIS PLAT MAY BE SUBMITTED FOR RECORDING.

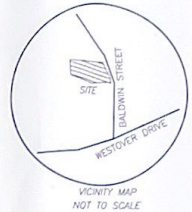
CITY ENGINEER

ZONING ADMINISTRATOR

STATE PLANE NAD 83
VIRGINIA SOUTH ZONE

LEGEND

PF PIPE FOUND
RF ROD FOUND
RS ROD SET

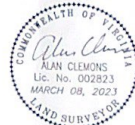


VICINITY MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THIS PLAT AND SUBDIVISION WAS MADE BY ME AT THE DIRECTION OF THE OWNERS, AND THAT THE SUBDIVISION IS ENTIRELY WITHIN THE BOUNDARIES OF LAND OWNED BY THE SUBDIVIDERS, AND THAT THE MONUMENTS SHOWN ON THIS PLAT HAVE BEEN ACTUALLY PLACED AND THAT THEIR LOCATION AND CHARACTER ARE CORRECTLY SHOWN.

Alan Clemons 3-8-23
ALAN CLEMONS L.S. #002823 DATE



RESUBDIVISION SURVEY PLAT FOR
HENRY A. LEGGETT, JR.
RESUBDIVIDING LOT 1A OF
PLAT FOR RENA MAE GREENE
INSTRUMENT #18 3843
CREATING HEREON LOT 1A-1 (0.634 ACRES)
AND LOT 1A-2 (0.466 ACRES)
CITY OF DANVILLE, VIRGINIA
DATE: MARCH 08, 2023
SCALE: 1"=30'

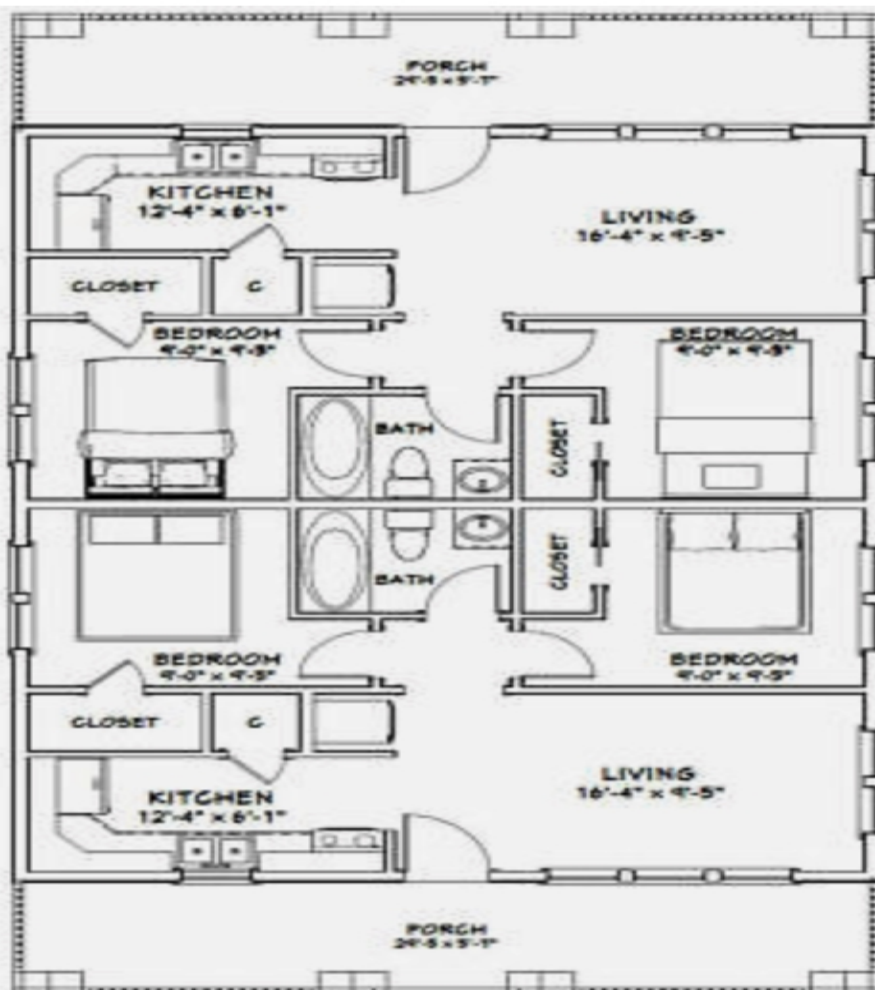
CHORD	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	158.23	67.81	67.29	S 16°36'47" E	24°13'12"

ALAN CLEMONS - LOCATION AND DESIGN, INC.
4161 NORTHFORK ROAD, MARTINSVILLE, VA 24112
(276) 732-6298

CURRENT OWNER:
HENRY A. LEGGETT JR.
PARCEL ID #00569
DEED BOOK 21, PAGE 2616 FILE: #23031



Photos (5)

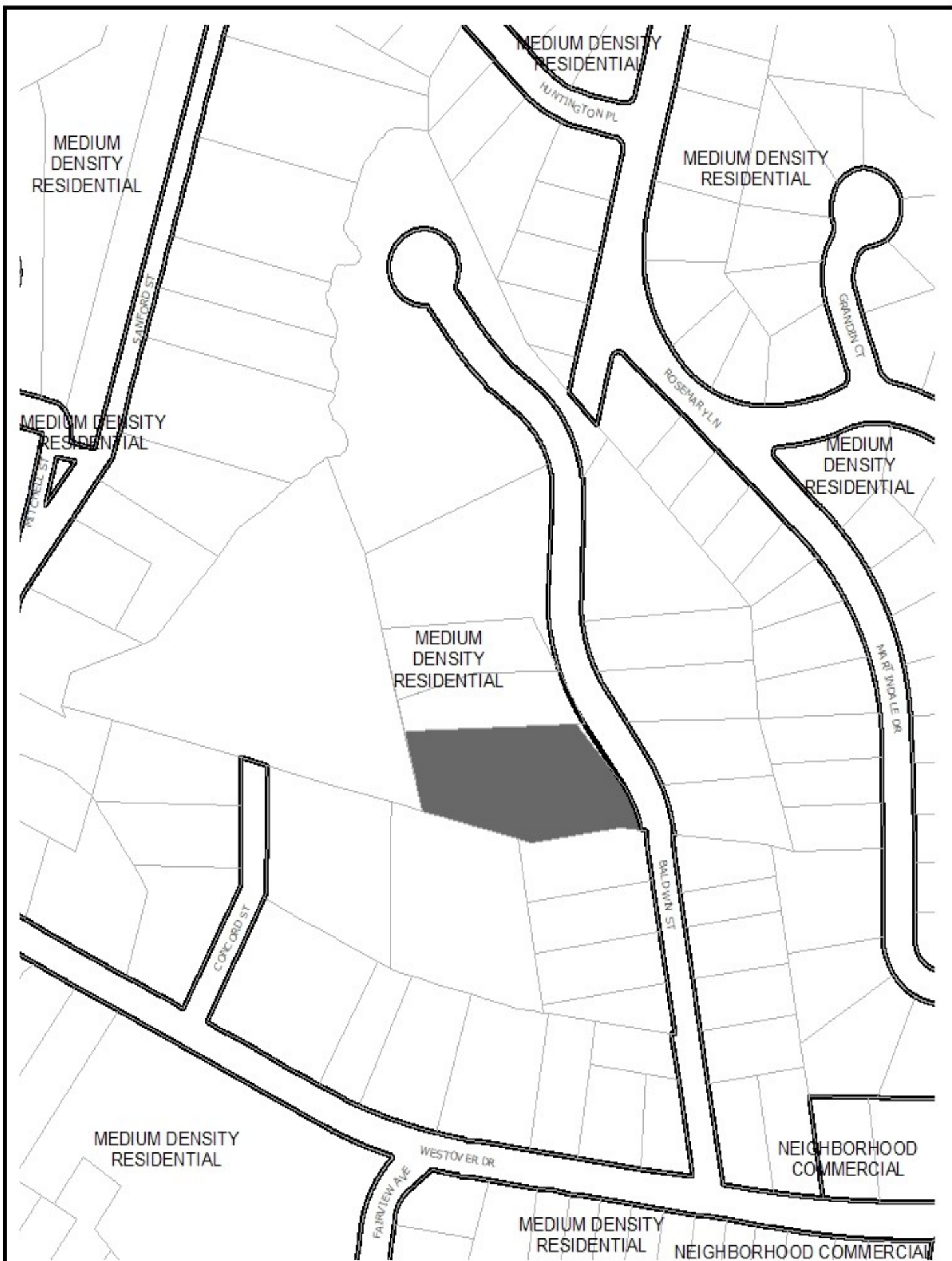




2019 AERIAL VIEW OF AREA SURROUNDING SUBJECT PROPERTY

Prepared by:
Planning Division
4/17/2023

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



YEAR 2030 LAND USE PLAN FOR AREA SURROUNDING SUBJECT PROPERTY

Prepared by:
Planning Division
4/17/2023

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



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

City Planning Commission

MEMORANDUM

DATE: MAY 08, 2023
TO: CITY COUNCIL
FROM: CITY PLANNING COMMISSION
RE: SPECIAL USE PERMIT APPLICATION PZ23-00107

REQUEST

Special Use Permit Application PZ23-00107 filed by Henry Leggett Jr. requesting special use permit on Baldwin Street (Parcel 60569) to allow two duplexes to be constructed on newly subdivided lot according to Article 3.E.C of the Danville Zoning Ordinance.

RECOMMENDATION

The Planning Commission, at their May 08, 2023, meeting, voted 6 - 0 to recommend approval of Special Use Permit Request PZ23-00107 as submitted.

Mr. Steve Petrick, Chair



STAFF REPORT

DATE: June 6, 2023
TO: City Council
FROM: Renee Burton, Division Director of Planning
RE: Consideration of a Special Use Permit at 821 Hughes Street (Parcel 25373) for Construction of a Duplex.

BACKGROUND

A vacant lot on Hughes Street, Parcel ID 25373, has remained vacant for decades. The applicant, JCJ Holdings, LLC owns the adjacent lot and would like to develop a two-story duplex at Parcel ID 25373. The proposed development is two (2) adjoining units of 2,704 square feet total, and three (3) bedrooms each.

The proposed development involves new construction of two (2) adjoining units of 2,704 square feet total, and three (3) bedrooms each. The proposed units are two (2) stories tall.

The 2030 Comprehensive Plan recognizes the residential character of this area and suggests that residential infill be similar in density and scale of surrounding neighborhoods. Planning staff believes that development of a two (2) unit duplex is compatible in character. However, we do not believe that a two (2) story unit is compatible in scale.

Fifty (50) notices were sent to surrounding property owners within three hundred (300) feet of the subject property. Fifteen (15) responses were received. Four (4) were unopposed. Eleven (11) were opposed.

On May 08, 2023, the City Planning Commission voted 6-0 to recommend approval of Special Use Permit request PZ23-00106 to construct a two (2) story duplex on Parcel ID 25373, 821 Hughes Street, in accordance with Article 3.E. Section C Item 1 subject to the condition that the duplex be no greater in height than the average height of the structures located on the adjacent parcels to remain compatible with the character and scale of the surrounding neighborhood.,

RECOMMENDATION

It is recommended that City Council adopt an Ordinance granting a Special Use Permit to construct a two (2) story duplex on Parcel ID 25373, 821 Hughes Street, in accordance with Article 3.E. Section C Item 1 subject to the condition that the duplex be no greater in height than the average height of the structures located on the adjacent parcels to remain compatible with the character and scale of the surrounding neighborhood.

ATTACHMENTS

1. Ordinance

2. Application and Supporting Documents
3. 821 Hughes_AERIALS
4. 821 Hughes St LANDUSE
5. 821 Hughes St OWNERS
6. Planning Commission Recommendation

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2023____.____

AN ORDINANCE GRANTING SPECIAL USE PERMIT APPLICATION PZ23-00106, FILED BY ACRES OF VIRGINIA, INC., ON BEHALF OF JCJ HOLDINGS, LLC, REQUESTING A SPECIAL USE PERMIT TO CONSTRUCT A DUPLEX AT PARCEL ID 25373 (821 HUGES STREET) IN ACCORDANCE WITH ARTICLE 3.E. SECTION C ITEM 1.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Danville, Virginia, that the report of the Planning Commission recommending approval of Special Use Permit Application PZ23-00106, filed by Acres of Virginia, Inc., on behalf of JCJ Holdings, LLC, requesting a Special Use Permit to construct a duplex at Parcel ID 25373 (821 Hughes Street) in accordance with Article 3.E entitled, "OT-R Old Town Residential District", Section C entitled, "Uses Permitted by Special Use Permit", Item 1 entitled, "Attached residential (Townhouse dwellings), subject to the condition that the duplex be no greater in height than the average height of the structures located on the adjacent parcels to remain compatible with the character and scale of the surrounding neighborhood, be, and the same is hereby, received; and

BE IT FURTHER ORDAINED that in consideration of said report and the public hearing this day held by Council, Special Use Permit Application PZ23-000106, filed by Acres of Virginia, Inc., on behalf of JCJ Holdings, LLC requesting a Special Use Permit to construct a duplex at Parcel ID 25373 (821 Hughes Street) in accordance with Article 3.E entitled, "OT-R Old Town Residential District", Section C entitled, "Uses Permitted by Special Use Permit", Item 1 entitled, "Attached residential (Townhouse dwellings)", is hereby granted and approved, subject to the condition that the duplex be no greater in height than the average height of the structures located on the adjacent parcels to remain compatible with the character and scale of the surrounding neighborhood.

Approved:

Mayor

Attest:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney



CITY PLANNING COMMISSION

SPECIAL USE PERMIT APPLICATION

Article 6. Section D. Application Requirements for Special Use Permit.

1. An application for a special use permit shall be made by the owner, contract purchaser with the owner's written consent, or the owner's agent, of the property on which the proposed use is to be located. The application shall be submitted to the Director of Planning/Zoning Administrator, and shall be accompanied by the filing fee of \$360.
2. If the request for a special use permit has been denied by City Council, a request in substantially the same form shall not be resubmitted within one (1) year of the date of denial.
3. The application shall include the following information:
 - a. A preliminary site plan in accordance with the Site Plan Regulations.
 - b. A description of the proposed use and, where applicable, the hours of operation and the proposed number of employees/patrons.
 - c. A written statement of proposed project compatibility with the following:
 - (1.) The Comprehensive Plan.
 - (2.) The applicable zoning district.
 - (3.) The surrounding properties.
 - (4.) Current and future neighborhood conditions.
 - (5.) Pedestrian and vehicular traffic patterns, on-site and off-site.
 - (6.) Adequate public facilities.
 - d. When requested by the Director of Planning/Zoning Administrator, the Planning Commission, or the City Council, the following information shall be provided by the applicant:
 - (1.) The architectural elevations and floor plans of proposed building(s).
 - (2.) Traffic impact analysis.
 - (3.) Fiscal impact analysis.
 - (4.) Parking and site circulation analysis.
 - (5.) Photographs of property and surrounding area.
 - (6.) Environmental impact statement.

PLANNING DIVISION PROVIDED INFORMATION

Application #: P223-00106 PC Meeting Date: May 8
Date Received: 4/11/23 Received By: Willis
Parcel ID: 25373 Address: 821 Hughes St
Existing Zoning OT-R Future Land Use: OTR

APPLICANT PROVIDED INFORMATION

Property Location (address/ID#):

817 & 827 Hughes Street, Danville, Va.24541 ID# 25373

Applicant: Acres Of Virginia, Inc. / Thomas C. Brooks, Sr. for JCJ Holdings, LLC / Jacob Strong

Applicant's Address: 404 Clay Street, Lynchburg VA, 24504

Applicant's Phone Number: 434-333-4692 & (ALT) 603-477-9724

Applicant's E-mail: Serca2@aol.com & (ALT) jacobstrong@gmail.com

Describe Proposed Request:

Requesting that special use permit be approved to allow two (2) story duplex to be constructed on lot 40 in this Old Town Residential district (OTR).



Applicant Signature

date

4-11-23

Property Owner Signature
(if not applicant)

date

NOTES:

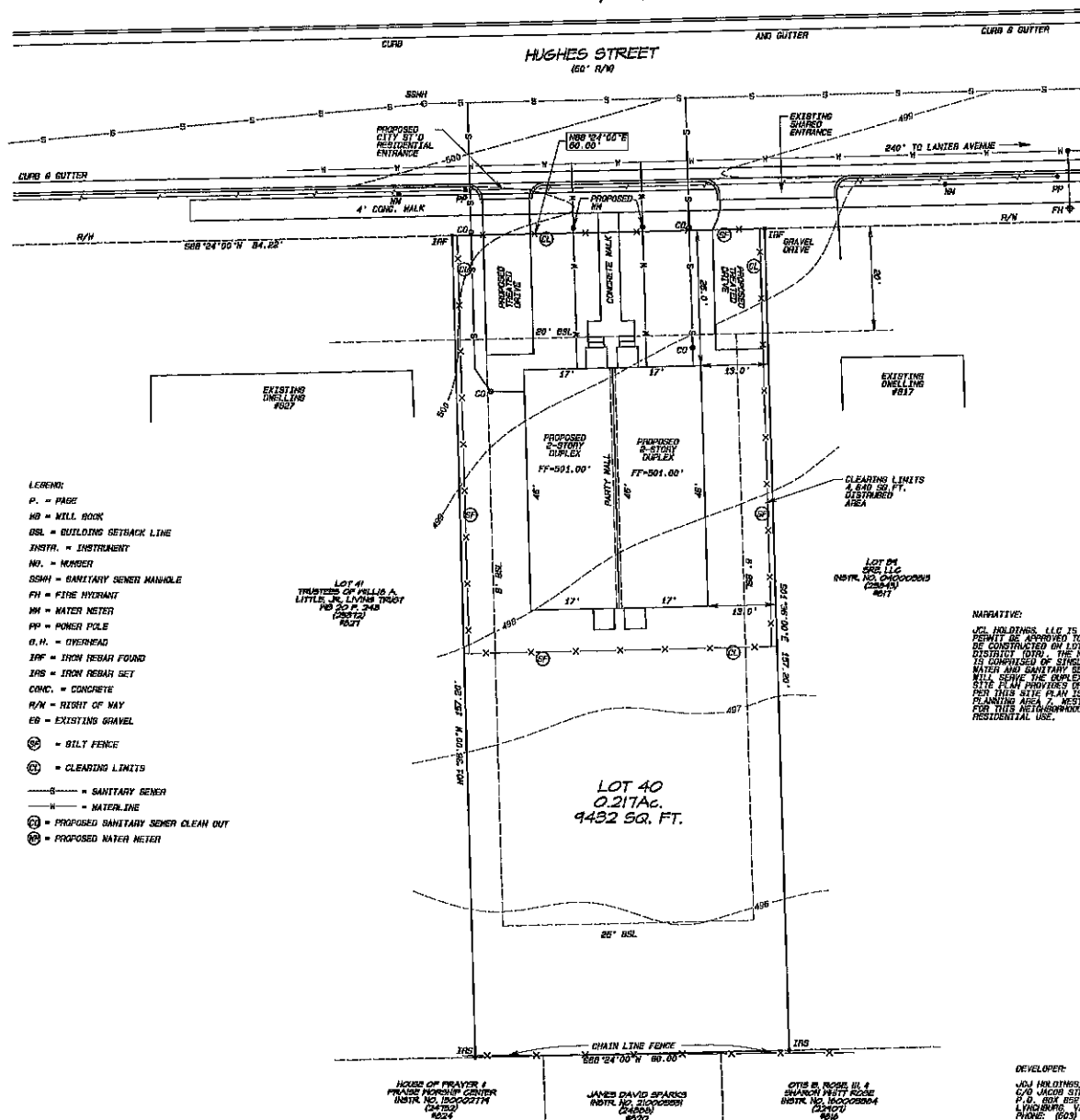
1. THIS SITE PLAN WAS PREPARED BY THE AGENT OF J.C. HOLDINGS, LLC.
2. THE REPRESENTATION OF SURVEY WAS PREPARED BY J.C. HOLDINGS, LLC, AND HAS BEEN SUBMITTED TO THE CITY OF DANVILLE, VIRGINIA, FOR REVIEW AND APPROVAL. THE AGENT OF J.C. HOLDINGS, LLC, HAS ADVISED THE CITY OF DANVILLE, VIRGINIA, THAT THE REPRESENTATION OF SURVEY IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AND THAT THE AGENT OF J.C. HOLDINGS, LLC, HAS ADVISED THE CITY OF DANVILLE, VIRGINIA, THAT THE REPRESENTATION OF SURVEY IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY.
3. SURVEY AND ENVIRONMENTAL CONDITIONS HAVE NOT BEEN REVISITED SINCE THE SURVEY WAS PREPARED. THE AGENT OF J.C. HOLDINGS, LLC, HAS ADVISED THE CITY OF DANVILLE, VIRGINIA, THAT THE REPRESENTATION OF SURVEY IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY.
4. THE AGENT OF J.C. HOLDINGS, LLC, HAS ADVISED THE CITY OF DANVILLE, VIRGINIA, THAT THE REPRESENTATION OF SURVEY IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY.
5. THE AGENT OF J.C. HOLDINGS, LLC, HAS ADVISED THE CITY OF DANVILLE, VIRGINIA, THAT THE REPRESENTATION OF SURVEY IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY.
6. THE AGENT OF J.C. HOLDINGS, LLC, HAS ADVISED THE CITY OF DANVILLE, VIRGINIA, THAT THE REPRESENTATION OF SURVEY IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY.
7. ANY REMEDIATION WORK LOCATED WITHIN THE BOUNDARY OF THE PROPERTY OF THE AGENT OF J.C. HOLDINGS, LLC, HAS ADVISED THE CITY OF DANVILLE, VIRGINIA, THAT THE REPRESENTATION OF SURVEY IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY.
8. THE AGENT OF J.C. HOLDINGS, LLC, HAS ADVISED THE CITY OF DANVILLE, VIRGINIA, THAT THE REPRESENTATION OF SURVEY IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY.
9. THE AGENT OF J.C. HOLDINGS, LLC, HAS ADVISED THE CITY OF DANVILLE, VIRGINIA, THAT THE REPRESENTATION OF SURVEY IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY.
10. THE AGENT OF J.C. HOLDINGS, LLC, HAS ADVISED THE CITY OF DANVILLE, VIRGINIA, THAT THE REPRESENTATION OF SURVEY IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY.
11. THE AGENT OF J.C. HOLDINGS, LLC, HAS ADVISED THE CITY OF DANVILLE, VIRGINIA, THAT THE REPRESENTATION OF SURVEY IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY.
12. THE AGENT OF J.C. HOLDINGS, LLC, HAS ADVISED THE CITY OF DANVILLE, VIRGINIA, THAT THE REPRESENTATION OF SURVEY IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY.
13. THE AGENT OF J.C. HOLDINGS, LLC, HAS ADVISED THE CITY OF DANVILLE, VIRGINIA, THAT THE REPRESENTATION OF SURVEY IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY.
14. THE AGENT OF J.C. HOLDINGS, LLC, HAS ADVISED THE CITY OF DANVILLE, VIRGINIA, THAT THE REPRESENTATION OF SURVEY IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY.

CURRENT SOURCE OF TITLE:

THIS PROPERTY WAS CONVEYED TO THE TRUSTEES OF WILLIS A. LITTLE, JR. LIVING TRUST BY WILL RECORDED IN BOOK 20 PAGE 448 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CITY OF DANVILLE, VIRGINIA.

THIS PROPERTY WILL BE CONVEYED TO J.C. HOLDINGS, LLC BY DEED DATED 01/19/23 RECORDED IN BOOK 20 PAGE 448 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF DANVILLE, VIRGINIA.

SITE PLAN FOR SPECIAL USE PERMIT CITY OF DANVILLE, VIRGINIA



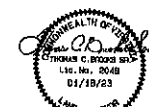
DATE	REVISION

ACRES OF VIRGINIA, INC.
SURVEYING ENGINEERS & PLANNERS
1000 N. 10TH STREET
SUITE 100
DANVILLE, VA 24004
PHONE: (800) 477-9724
FAX: (434) 848-1048

COMMISSIONER OF THE COMMONWEALTH OF VIRGINIA
JAMES K. HOGAN
GOVERNOR
100 N. 10TH STREET
SUITE 100
DANVILLE, VA 24004
PHONE: (800) 477-9724
FAX: (434) 848-1048

PROPERTY OF:
J.C. HOLDINGS, LLC

DRAWING:
SITE PLAN
S-1



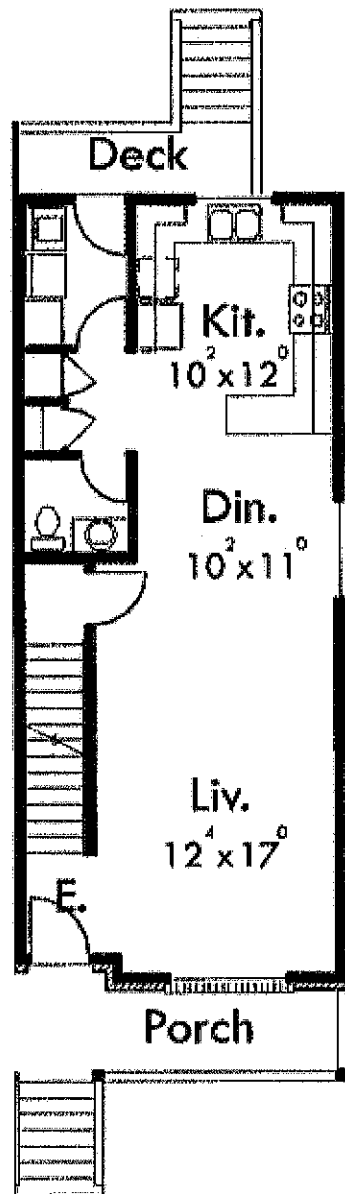
FULL SPECS & FEATURES

Basic Features	Bedrooms : 3	Baths : 1.5
	Stories: 2	Garages: 0
Dimension	Depth : 46'	Width : 34'
Area	Total : 2704 sq/ft	
	Garage : 692 sq/ft	Main Floor : 1384 sq/ft
	Upper Floor : 1320 sq/ft	
<i>* Total Square Footage typically only includes conditioned space and does not include garages, porches, bonus rooms, or decks.</i>		



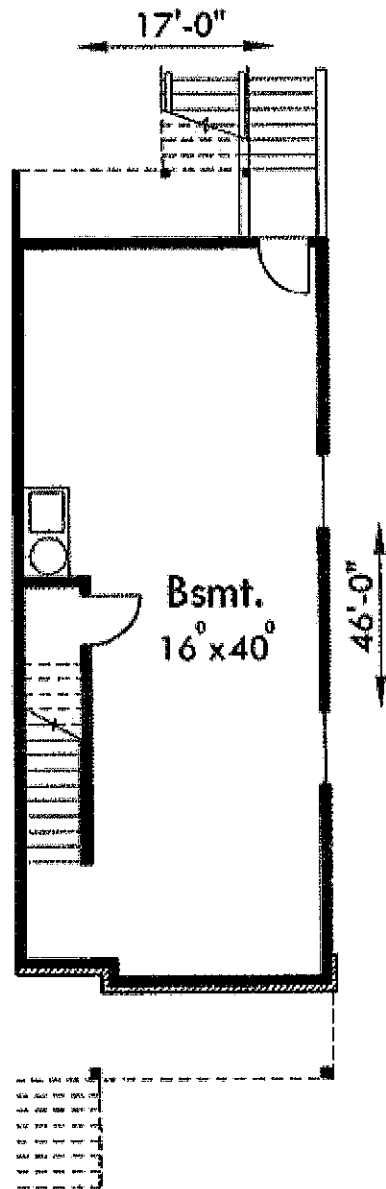
Floor Plan - Main Floor

Reverse



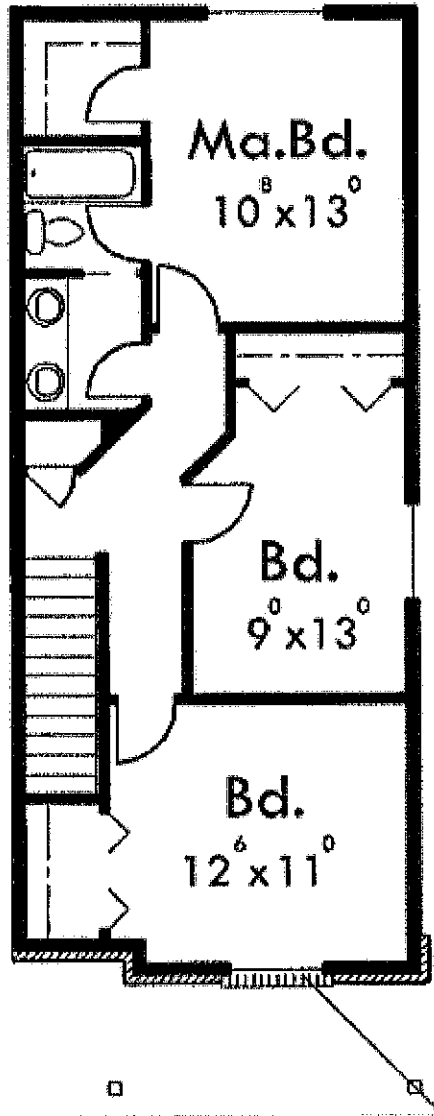
Floor Plan - Lower Floor

Reverse



Floor Plan - Upper Floor

Reverse





2019 AERIAL VIEW OF AREA SURROUNDING SUBJECT PROPERTY

Prepared by:
Planning Division
4/17/2023

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



YEAR 2030 LAND USE PLAN FOR AREA SURROUNDING SUBJECT PROPERTY

Prepared by:
Planning Division
4/17/2023

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



SURROUNDING PROPERTY OWNERS AND ZONING WITHIN 300 FEET OF SUBJECT PROPERTY

Prepared by:
Planning Division
4/17/2023

Disclaimer: Information contained on this map is to be used for reference purposes only. The City of Danville makes no representation of warranty as to this map's accuracy, and in particular, its accuracy in labeling, dimensions, contours, property boundaries, or placement or location of any map features thereon. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided.



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

City Planning Commission

MEMORANDUM

DATE: MAY 08, 2023
TO: CITY COUNCIL
FROM: CITY PLANNING COMMISSION
RE: SPECIAL USE PERMIT APPLICATION PZ23-00106

REQUEST

Special Use Permit Application PZ23-00106 filed by Acres of Virginia, Inc. on behalf of JCJ Holdings, LLC requesting special use permit at 821 Hughes Street (Parcel 25373) to allow a two (2) story duplex to be constructed according to Article 3.E.C of the Danville Zoning Ordinance.

RECOMMENDATION

The Planning Commission, at their May 08, 2023, meeting, voted 6 - 0 to recommend approval of Special Use Permit Request PZ23-00106 with the condition that the duplex be no greater in height than the average height of the structures located on the adjacent parcels to remain compatible with the character and scale of the surrounding neighborhood.

Mr. Steve Petrick, Chair



STAFF REPORT

DATE: June 6, 2023
TO: City Council
FROM: Renee Burton, Division Director of Planning
RE: Consideration of Amending Chapter 41 entitled "Zoning Ordinance" of the City of Danville, to create Article 3.X titled "West Main Street Corridor Overlay".

BACKGROUND

The intent of the West Main Street Corridor Overlay is to provide regulated growth along one of the major arterial routes as the area develops and expands its amenities to the citizens of the City of Danville and its visitors. The West Main Street Corridor Overlay (WMCO) stretches from the North Carolina/Virginia border along West Main Street, north to its termination at the intersection of Rison Street to the east and Broad Street to the west. The Corridor includes each property along West Main Street with at least one property line adjacent to West Main Street.

The area along the West Main Street corridor has seen development and construction in the recent past, and is anticipated to receive more construction from the development of a Schoolfield Historic District in 2020 to the construction and grand opening of the Caesars Resort in 2024. The area is transforming into an area of new growth while maintaining pride and respect for its past.

To ensure growth continues in a suitable and effective manner, the City of Danville's Department of Economic Development contracted with WRT to complete a Schoolfield Master Plan. The Schoolfield Master Plan lays out conceptual development plans for the West Main Street corridor and discusses goals and objectives to create a thriving area for the citizens of Danville and its guests. One objective of the Plan is to create a zoning overlay district to provide additional guidance for development, use types and aesthetics.

Planning staff recommends the creation of Article 3.X West Main Street Corridor Overlay to address this objective. The West Main Street Corridor Overlay (WMCO) encompasses all properties from the North Carolina/Virginia border along West Main Street, north to its termination at the intersection of West Main and Rison Street to the east and Broad Street to the west. The Corridor includes each property along West Main Street with at least one property line adjacent to West Main Street.

Exhibit A details staff's proposal for sections and regulations. Not all sections are complete at this time. Completion of these sections will be presented in the near future and will require approval from City Council.

On May 08, 2023, the City Planning Commission voted 6-0 to recommend approval of PZ23-

00109 to amend Chapter 41 entitled “Zoning Ordinance” of the City of Danville, 1986 as amended. Specifically, create Article 3.X titled “West Main Street Corridor Overlay”.

RECOMMENDATION

It is recommended City Council adopt an Ordinance to amend Chapter 41 entitled “Zoning Ordinance” of the City of Danville, 1986 as amended. Specifically, create Article 3.X titled “West Main Street Corridor Overlay”.

ATTACHMENTS

1. Ordinance
2. West Main Corridor Regulations
3. West Main Corridor Map
4. Planning Commission Recommendation

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2023 _____._____

AN ORDINANCE AMENDING CHAPTER 41 ENTITLED, "ZONING ORDINANCE" OF THE CODE OF THE CITY OF DANVILLE, VIRGINIA, 1986, AS AMENDED, MORE SPECIFICALLY, TO CREATE ARTICLE 3X, ENTITLED "WEST MAIN STREET CORRIDOR OVERLAY"

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Danville, Virginia, that the report of the City Planning Commission recommending approval of an amendment to Chapter 41 entitled, "Zoning Ordinance" of the Code of the City of Danville, Virginia, 1986, as amended, specifically, to create Article 3X, entitled "West Main Street Corridor Overlay", be, and the same is hereby, received; and

BE IT FURTHER ORDAINED, in consideration of said report and the public hearing this day held by Council, specifically, to approve an amendment to Chapter 41, entitled "Zoning Ordinance" of the Code of the City of Danville, Virginia, 1986, as amended, specifically, to create Article 3X entitled, "West Main Street Corridor Overlay", be, and the same is hereby, amended and reordained to read as follows:

CHAPTER 41: ZONING ORDINANCE

Article 3X. West Main Street Corridor Overlay

The West Main Street Corridor Overlay (WMCO) stretches from the North Carolina/Virginia border along West Main Street, north to its termination at the intersection of Rison Street to the east and Broad Street to the west. The Corridor includes each property along West Main Street with at least one property line adjacent to West Main Street.

The intent of the West Main Street Corridor Overlay is to provide regulated growth as the area develops and expands its amenities to the citizens of the City of Danville and its visitors.

A. Open Space

1. New commercial or multi-family development shall have a minimum of 15% open space. This may include storm water management.

B. Parking Regulations

1. A minimum of 50% of parking must be located behind the principal structure.
2. Shared parking with adjacent uses is encouraged.
3. Shared points of ingress/egress from the public street are encouraged.

C. Additional Regulations

1. Short Term Rentals (accessory or principal use) require a Special Use Permit.
2. Mixed Use Development with residential use on the upper level(s) and commercial use on the street level is allowed by Special Use Permit in HR-C zoning district.

D. Sign Regulations

RESERVED

E. Landscape Regulations

1. All private areas not covered with building or surface treatment(s) shall be landscaped with plantings, grass, pedestrian walks, or similar features. Landscaping and Screening shall be maintained in good condition.

F. Design Standards

RESERVED

G. Streetscape

RESERVED

H. Prohibited Uses

- a. Adult Entertainment Establishments
- b. Annuity Buying Services
- c. Automobile Sales Lots
- d. Bail Bondsmen
- e. Body Art Establishments
- f. Check Cashing Establishments
- g. Fortune Tellers
- h. Herbal Wellness Shops
- i. Junkyards
- j. Massage Parlors
- k. Motor Vehicle Title Loan Establishments
- l. Pawn Shops
- m. Payday Loan Establishments
- n. Precious Metals Dealers
- o. Second Hand Shops
- p. Sporting Goods Stores
- q. Tanning Facilities
- r. Vape Shops

Definitions

Adult entertainment establishment. An establishment consisting of, including, or having the characteristics of any of the following:

1. Adult bookstore. An establishment having most of its merchandise stock in trade books, magazines, publications, media, films, objects, or other similar items with an emphasis on matter depicting, describing, or relating to sexual activities or genitalia.
2. Adult cabaret. Either:
 - A. An establishment devoted to adult entertainment, either with or without a liquor license, presenting material distinguished or characterized by their emphasis on matter depicting, describing, or relating to sexual activities or nudity; or
 - B. A cabaret that features nude, topless, or bottomless dancers, go-go dancers, strippers, burlesque or drag performers, or similar entertainers for observation by patrons.
3. Adult theater. An enclosed building used for presenting material distinguished or characterized by an emphasis on matter depicting, describing, or relating to sexual activities or genitalia.
4. Skill game parlor. A business that hosts any skill game available for play by the public.

Annuity buying service. Any business engaged in the purchasing of annuities or other structured or long-term payments for compensation. *Annuity buying service* shall not include a bank, savings institution, or credit union legally operating under the laws of the United States or the Commonwealth of Virginia.

Automobile sales lot. Any business used for the display or sale of new or used automobile or trailers and where no repair work is done. *Automobile sales lot* shall include but not be limited to businesses which only sale ancillary parts or components for automobiles and trailers such as tires, mufflers, and other similar ancillary parts or components.

Automobile salvage yard. Any lot or place which is exposed to the weather and upon which more than five (5) motor vehicles of any kind that are incapable of being operated and which it would not be economically practical to make operative, are placed, located, or found. The movement or rearrangement of vehicles within an existing lot or facility does not render this definition inapplicable.

Bail bondsmen. Any person who is licensed by the Commonwealth of Virginia to engage in the business of bail bonding.

Body art establishment. A business that performs body-piercing or tattoo services.

Body-piercing means the act of penetrating the skin to make a hole, mark, or scar, generally permanent in nature. *Body piercing* does not include the use of a mechanized, presterilized ear-piercing system that penetrates the outer perimeter or lobe of the ear.

Check cashing establishment. Any business engaged in the cashing of checks, drafts, or money orders for compensation. *Check cashing establishment* shall not include a bank, savings institution, or credit union legally operating under the laws of the United States or

the Commonwealth of Virginia. *Check cashing establishment* shall not include any business that:

1. Does not hold itself out to be a check cashing service;
2. Is principally engaged in the bona fide retail sale of goods or services;
3. Either as an incident to or independently of such a retail sale from time to time cashes checks, drafts, or money orders; and
4. Charges a fee or other consideration for the service that does not exceed the greater of two dollars (\$2) or two percent (2%) of the amount of the item.

Electronic cigarette. Any product containing or delivering nicotine, or any other substance intended for human consumption that can be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. *Electronic cigarette* includes but is not limited to any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor. *Electronic cigarette* also includes but is not limited to any component thereof and any nicotine-containing product that may be consumed through an electronic cigarette.

Fortune telling. Claiming to, pretending to, or holding oneself out as using occult or psychic powers, faculties, or forces, clairvoyance, palmistry, phrenology, craniology, psychometry, mediumship, seership, astrology, numerology, necromancy, witchcraft, or other craft, card, leaf, talisman, charm, potion, or magic of any kind to tell fortunes, commune with or resurrect the dead, overcome evil influences and bad luck, treat the sick or ailing, find lost, stolen, or hidden property, restore or procure love, or influence the weather. *Fortune telling* does not include performances in a licensed theater as part of an entertainment show or exhibition presented therein, provided that the person so performing clearly informs the audience that such performance is a show or exhibition intended for entertainment purposes only.

Herbal wellness shop. Any retail or service establishment that is not licensed by the Virginia Board of Pharmacy that devotes a majority (51%) of its floor area to the sale and display of products containing *mitragyna speciosa* (kratom), synthetic cannabis, cannabidiol (CBD), tetrahydrocannabinol (THC) including but not limited to Delta-8 THC and Delta-9 THC, other byproducts of derivatives of cannabis, or any combination thereof; or any establishment that permits members of the general public to consume such products on site as a business purpose.

Junk. Old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber, debris, or waste; junked, dismantled, or wrecked automobiles or parts thereof; and old scrap iron, steel, or other ferrous or nonferrous material.

Junkyard. An establishment or place of business that is maintained, operated, or used for storing, keeping, buying, or selling junk or for the maintenance or operation of an automobile salvage yard. *Junkyard* includes but is not limited to garbage dumps and sanitary landfills.

Massage. A method of treating the external parts of the human body for comfort or the general well-being of the body or for remedial or hygienic purposes, consisting of rubbing, stroking, kneading, tapping, or vibrating with the hand or any instrument.

Massage parlor. Any establishment or place where massages are administered or where any person engages in, conducts, or carries on, or permits to be engaged in, conducted, or carried on, any business of giving Russian, Turkish, Finnish, Swedish, Japanese, hot air,

vapor, electric cabinet, magnetic, steam, mineral, sweat, salt, sauna, fomentation, alcohol, or any other kind or character of massage, bath, alcohol rub, fomentation, manipulation of the body, or other similar procedure. *Massage parlor* shall not include a hospital, nursing home, medical clinic, or the office of a duly licensed physician, surgeon, physical therapist, chiropractor, or osteopath, or to a massage therapist licensed by the Commonwealth of Virginia, or to barbershops or beauty salons in which massages are administered only to the scalp, the face, the neck, or the shoulders, or to ordinary tub baths where an attendant is not required.

Motor vehicle title loan establishment. Any business that engages in the making or underwriting of motor vehicle title loans as defined by Va. Code §6.2-2100. *Motor vehicle title loan establishment* shall not include a bank, savings institution, or credit union legally operating under the laws of the United States or the Commonwealth of Virginia.

Pawn shop. Any business that lends or advances money or other things for profit on the pledge and possession of personal property, or other valuable things, other than securities or written or printed evidences of indebtedness, or that deals in the purchasing of personal property or other valuable things on condition of selling the same back to the seller at a stipulated price.

Payday loan establishment. Any business that engages in the making or underwriting of short-term loans as defined by Va. Code §6.2-1800. *Payday loan establishment* shall not include a bank, savings institution, or credit union legally operating under the laws of the United States or the Commonwealth.

Phototherapy device. A piece of equipment that emits ultraviolet radiation and that is used by a health care provider in the treatment of a disease.

Precious metal dealer. Any person engaged in the business of purchasing secondhand precious metals or gems, removing in any manner precious metals or gems from manufactured articles not then owned by such person or buying, acquiring, or selling precious metals or gems removed from such manufactured articles. *Precious Metal Dealer* shall not be construed so as to include persons engaged in the following:

1. Purchases of precious metals or gems directly from other dealers, manufacturers, or wholesalers for retail or wholesale inventories.
2. Purchases of precious metals or gems from a duly qualified fiduciary who is disposing of the assets of the estate being administered by such fiduciary in the administration of an estate.
3. Acceptance by a retail merchant of trade-in merchandise previously sold by such retail merchant to the person presenting that merchandise for trade-in.
4. Repairing, restoring, or designing jewelry by a retail merchant if such activities are within his normal course of business.
5. Purchases of precious metals or gems by industrial refiners and manufacturers, insofar as such purchases are made directly from retail merchants, wholesalers, or dealers or by mail originating outside the Commonwealth of Virginia.
6. Persons regularly engaged in the business of purchasing and processing nonprecious scrap metals which incidentally may contain traces of precious metals recoverable as a by-product.

Secondhand shop. Any business that buys, sells, barter, or exchanges used or secondhand articles, including but not limited to such items as firearms, office machines, household appliances, electronics, sporting equipment, or any other secondhand merchandise intended to be resold for use as such. *Secondhand Shop* does not include those businesses that exclusively buy, sell, barter, or exchange used or secondhand clothing, furniture, books, or toys; nor does it include those businesses that buy, sell, barter, or exchange used or secondhand items defined and regulated as junk, scrap, or precious metals.

Skill game. The same as the word is defined in Chapter 16 of the Code of the City of Danville, Virginia.

Sporting goods store. Any merchant engaged in the business of selling at retail any sports gear or equipment, firearm or firearm accessory or equipment, bow or archery accessory or equipment, or similar items used in recreational sporting activities. *Sporting goods store* does not include any merchant who does not sell any sporting good other than clothing, footwear, or bicycles and cycling equipment.

Tanning device. Any equipment that emits electromagnetic radiation with wavelengths in the air between 200 and 400 nanometers and that is used for tanning of human skin, including a sunlamp, tanning booth, or tanning bed. The term also includes any accompanying equipment, including but not limited to any protective eyewear, timer, or handrail. *Tanning device* shall not include a phototherapy device.

Tanning facility. A business that provides persons access to tanning devices.

Tattoo. To place any design, letter, scroll, figure, symbol, or any other mark upon or under the skin of any person with ink or any other substance resulting in the permanent coloration of the skin, including permanent make-up or permanent jewelry, by the aid of needles or any other instrument designed to touch or puncture the skin.

Vape shop. Any retail or service establishment that is not licensed by the Virginia Board of Pharmacy and that:

1. Devotes a majority (51%) of its floor area to the sale and display of electronic cigarettes;
2. Devotes a substantial portion of its floor area to the sale and display of electronic cigarettes which, in combination with the floor area devoted to the sale and display of products containing *mitragyna speciosa* (kratom), synthetic cannabis, cannabidiol (CBD), tetrahydrocannabinol (THC) including but not limited to Delta-8 THC and Delta-9 THC, other byproducts of derivatives of cannabis, or any combination thereof, constitutes a majority (51%) of the floor area thereof; or
3. Permits members of the general public to vape with electronic cigarettes on site as a business purpose.

Approved:

Mayor

Attest:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney

West Main Street Corridor Overlay

The West Main Street Corridor Overlay (WMCO) stretches from the North Carolina/Virginia border along West Main Street, north to its termination at the intersection of Rison Street to the east and Broad Street to the west. The Corridor includes each property along West Main Street with at least one property line adjacent to West Main Street.

The intent of the West Main Street Corridor Overlay is to provide regulated growth as the area develops and expands its amenities to the citizens of the City of Danville and its visitors.

- A. Open Space
 - 1. New commercial or multi-family development shall have a minimum of 15% open space. This may include storm water management.
- B. Parking Regulations
 - 1. A minimum of 50% of parking must be located behind the principal structure.
 - 2. Shared parking with adjacent uses is encouraged.
 - 3. Shared points of ingress/egress from the public street are encouraged.
- C. Additional Regulations
 - 1. Short Term Rentals (accessory or principal use) require a Special Use Permit.
 - 2. Mixed Use Development with residential use on the upper level(s) and commercial use on the street level is allowed by Special Use Permit in HR-C zoning district.
- D. Sign Regulations

RESERVED

- E. Landscape Regulations
 - 1. All private areas not covered with building or surface treatment shall be landscaped with plantings, grass, pedestrian walks, or similar features. Landscaping and Screening shall be maintained in good condition.
- F. Design Standards

RESERVED

- G. Streetscape

RESERVED

- H. Prohibited Uses
 - a. Adult Entertainment Establishments
 - b. Annuity Buying Services
 - c. Automobile Sales Lots
 - d. Bail Bondsmen
 - e. Body Art Establishments
 - f. Check Cashing Establishments
 - g. Fortune Tellers
 - h. Herbal Wellness Shops
 - i. Junkyards
 - j. Massage Parlors
 - k. Motor Vehicle Title Loan Establishments
 - l. Pawn Shops
 - m. Payday Loan Establishments

- n. Precious Metals Dealers
- o. Second Hand Shops
- p. Sporting Goods Stores
- q. Tanning Facilities
- r. Title Loan Establishments
- s. Vape Shops

Definitions

Adult entertainment establishment. An establishment consisting of, including, or having the characteristics of any of the following:

1. Adult Bookstore. An establishment having most of its merchandise stock in trade books, magazines, publications, media, films, objects, or other similar items with an emphasis on matter depicting, describing, or relating to sexual activities or genitalia.
2. Adult Cabaret. Either:
 - A. An establishment devoted to adult entertainment, either with or without a liquor license, presenting material distinguished or characterized by their emphasis on matter depicting, describing, or relating to sexual activities or nudity; or
 - B. A cabaret that features nude, topless, or bottomless dancers, go-go dancers, strippers, burlesque or drag performers, or similar entertainers for observation by patrons.
3. Adult theater. An enclosed building used for presenting material distinguished or characterized by an emphasis on matter depicting, describing, or relating to sexual activities or genitalia.
4. Skill Game Parlor. A business that hosts any skill game available for play by the public.

Annuity buying service. Any business engaged in the purchasing of annuities or other structured or long-term payments for compensation. An *annuity buying service* shall not include a bank, savings institution, or credit union legally operating under the laws of the United States or the Commonwealth of Virginia.

Automobile sales lot. Any business used for the display or sale of new or used automobile or trailers and where no repair work is done. *Automobile sales lot* shall include but not be limited to businesses which only sale ancillary parts or components for automobiles and trailers such as tires, mufflers, and other similar ancillary parts or components.

Automobile salvage yard. Any lot or place which is exposed to the weather and upon which more than five (5) motor vehicles of any kind that are incapable of being operated and which it would not be economically practical to make operative, are placed, located, or found. The movement or rearrangement of vehicles within an existing lot or facility does not render this definition inapplicable.

Bail bondsmen. Any person who is licensed by the Commonwealth of Virginia to engage in the business of bail bonding.

Body Art Establishment. A business that performs body-piercing or tattoo services.

Body-piercing means the act of penetrating the skin to make a hole, mark, or scar, generally permanent in nature. Body piercing does not include the use of a mechanized, presterilized ear-piercing system that penetrates the outer perimeter or lobe of the ear.

Check Cashing Establishment. Any business engaged in the cashing of checks, drafts, or money orders for compensation. A *check cashing establishment* shall not include a bank, savings institution, or credit union legally operating under the laws of the United States or the Commonwealth of Virginia. A *check cashing establishment* shall not include any business that:

1. Does not hold itself out to be a check cashing service;
2. Is principally engaged in the bona fide retail sale of goods or services;
3. Either as an incident to or independently of such a retail sale from time to time cashes checks, drafts, or money orders; and
4. Charges a fee or other consideration for the service that does not exceed the greater of two dollars (\$2) or two percent (2%) of the amount of the item.

Electronic cigarette. Any product containing or delivering nicotine, or any other substance intended for human consumption that can be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. *Electronic cigarette* includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor. *Electronic cigarette* also includes any component thereof and any nicotine-containing product that may be consumed through an electronic cigarette.

Fortune telling. Claiming to, pretending to, or holding oneself out as using occult or psychic powers, faculties, or forces, clairvoyance, palmistry, phrenology, craniology, psychometry, mediumship, seership, astrology, numerology, necromancy, witchcraft, or other craft, card, leaf, talisman, charm, potion, or magic of any kind to tell fortunes, commune with or resurrect the dead, overcome evil influences and bad luck, treat the sick or ailing, find lost, stolen, or hidden property, restore or procure love, or influence the weather. Fortune telling does not include performances in a licensed theater as part of an entertainment show or exhibition presented therein, provided that the person so performing clearly informs the audience that such performance is a show or exhibition intended for entertainment purposes only.

Herbal wellness shop. Any retail or service establishment that is not licensed by the Virginia Board of Pharmacy that devotes a majority (51%) of its floor area to the sale and display of products containing *mitragyna speciosa* (kratom), synthetic cannabis, cannabidiol (CBD), tetrahydrocannabinol (THC) including but not limited to Delta-8 THC and Delta-9 THC, other byproducts of derivatives of cannabis, or any combination thereof; or any establishment that permits members of the general public to consume such products on site.

Junk. Old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber, debris, or waste; junked, dismantled, or wrecked automobiles or parts thereof; and old scrap iron, steel, or other ferrous or nonferrous material.

Junkyard. An establishment or place of business that is maintained, operated, or used for storing, keeping, buying, or selling junk or for the maintenance or operation of an automobile salvage yard. *Junkyard* includes garbage dumps and sanitary landfills.

Massage. A method of treating the external parts of the human body for comfort or the general well-being of the body or for remedial or hygienic purposes, consisting of rubbing, stroking, kneading, tapping, or vibrating with the hand or any instrument.

Massage Parlor. Any establishment or place where massages are administered or where any person engages in, conducts, or carries on, or permits to be engaged in, conducted, or carried on, any business of giving Russian, Turkish, Finnish, Swedish, Japanese, hot air, vapor, electric cabinet, magnetic, steam, mineral, sweat, salt, sauna, fomentation, alcohol, or any other kind or character of massage, bath, alcohol rub, fomentation, manipulation of the body, or other similar procedure. *Massage parlor* shall not include a hospital, nursing home, medical clinic, or the office of a duly licensed physician, surgeon, physical therapist, chiropractor, or osteopath, or to a massage therapist licensed by the Commonwealth of Virginia, or to barbershops or beauty salons in which massages are administered only to the scalp, the face, the neck, or the shoulders, or to ordinary tub baths where an attendant is not required.

Motor vehicle title loan establishment. Any business that engages in the making or underwriting of motor vehicle title loans as defined by Va. Code §6.2-2100. A *motor vehicle title loan establishment* shall not include a bank, savings institution, or credit union legally operating under the laws of the United States or the Commonwealth of Virginia.

Pawn Shop. Any business that lends or advances money or other things for profit on the pledge and possession of personal property, or other valuable things, other than securities or written or printed evidences of indebtedness, or that deals in the purchasing of personal property or other valuable things on condition of selling the same back to the seller at a stipulated price.

Payday loan establishment. Any business that engages in the making or underwriting of short-term loans as defined by Va. Code §6.2-1800. A *payday loan establishment* shall not include a bank, savings institution, or credit union legally operating under the laws of the United States or the Commonwealth of Virginia.

Phototherapy device. A piece of equipment that emits ultraviolet radiation and that is used by a health care provider in the treatment of a disease.

Precious Metal Dealer. Any person engaged in the business of purchasing secondhand precious metals or gems, removing in any manner precious metals or gems from manufactured articles not then owned by such person or buying, acquiring, or selling precious metals or gems removed from such manufactured articles. This definition shall not be construed so as to include persons engaged in the following:

1. Purchases of precious metals or gems directly from other dealers, manufacturers, or wholesalers for retail or wholesale inventories.
2. Purchases of precious metals or gems from a duly qualified fiduciary who is disposing of the assets of the estate being administered by such fiduciary in the administration of an estate.
3. Acceptance by a retail merchant of trade-in merchandise previously sold by such retail merchant to the person presenting that merchandise for trade-in.
4. Repairing, restoring, or designing jewelry by a retail merchant if such activities are within his normal course of business.

5. Purchases of precious metals or gems by industrial refiners and manufacturers, insofar as such purchases are made directly from retail merchants, wholesalers, or dealers or by mail originating outside the Commonwealth of Virginia.
6. Persons regularly engaged in the business of purchasing and processing nonprecious scrap metals which incidentally may contain traces of precious metals recoverable as a by-product.

Secondhand Shop. Any business that buys, sells, barter, or exchanges used or secondhand articles, including but not limited to such items as firearms, office machines, household appliances, electronics, sporting equipment, or any other secondhand merchandise intended to be resold for use as such. *Secondhand Shop* does not include those businesses that exclusively buy, sell, barter, or exchange used or secondhand clothing, furniture, books, or toys; nor does it include those businesses that buy, sell, barter, or exchange used or secondhand items defined and regulated as junk, scrap, or precious metals.

Skill Game. The same as the word is defined in Chapter 16 of the Code of the City of Danville, Virginia.

Sporting Goods Store. Any merchant engaged in the business of selling at retail any sports gear or equipment, firearm or firearm accessory or equipment, bow or archery accessory or equipment, or similar items used in recreational sporting activities. Sporting goods store does not include any merchant who does not sell any sporting good other than clothing, footwear, or bicycles and cycling equipment.

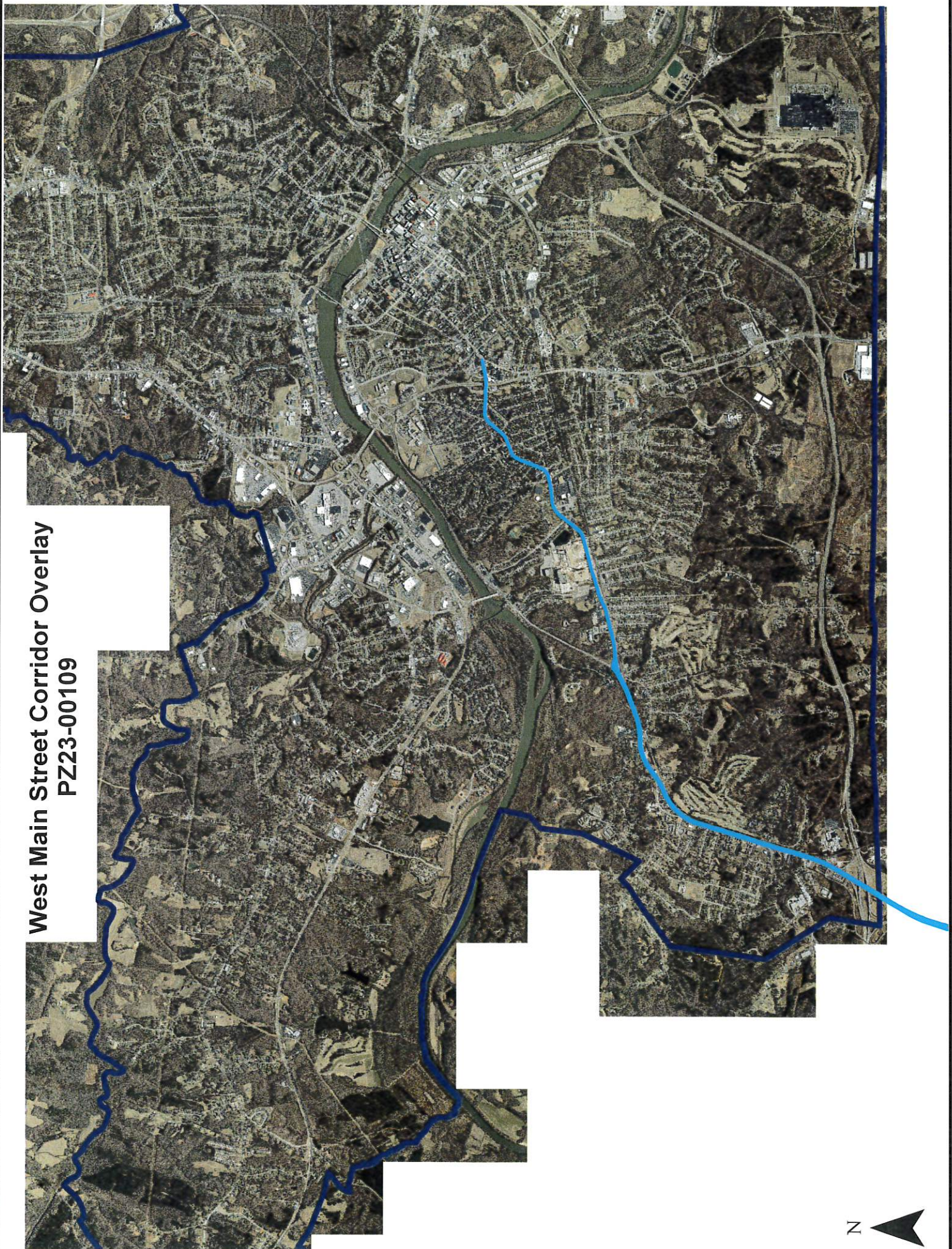
Tanning device. Any equipment that emits electromagnetic radiation with wavelengths in the air between 200 and 400 nanometers and that is used for tanning of human skin, including a sunlamp, tanning booth, or tanning bed. The term also includes any accompanying equipment, including but not limited to any protective eyewear, timer, or handrail. Tanning device shall not include a phototherapy device.

Tanning facility. A business that provides persons access to tanning devices.

Tattoo. To place any design, letter, scroll, figure, symbol, or any other mark upon or under the skin of any person with ink or any other substance resulting in the permanent coloration of the skin, including permanent make-up or permanent jewelry, by the aid of needles or any other instrument designed to touch or puncture the skin.

Vape Shop. Any retail or service establishment that is not licensed by the Virginia Board of Pharmacy that devotes a majority (51%) of its floor area to the sale and display of electronic cigarettes; or any establishment that permits members of the general public to vape with such products on site.

West Main Street Corridor Overlay
PZ23-00109





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

City Planning Commission

MEMORANDUM

DATE: MAY 08, 2023
TO: CITY COUNCIL
FROM: CITY PLANNING COMMISSION
RE: CODE AMENDMENT APPLICATION PZ23-00109

REQUEST

Code Amendment Request PZ23-00109 to amend Chapter 41 entitled "Zoning Ordinance" of the City of Danville, 1986 as amended. Specifically, create Article 3.X titled "West Main Street Corridor Overlay".

RECOMMENDATION

The Planning Commission, at their May 08, 2023, meeting, voted 6 - 0 to recommend approval of Code Amendment Request PZ23-00109 as submitted.

Mr. Steve Petrick, Chair



STAFF REPORT

DATE: June 6, 2023
TO: City Council
FROM: Renee Burton, Division Director of Planning
RE: Consideration of Amending Chapter 41 entitled "Zoning Ordinance" of the City of Danville, to Amend Article 2 Section AA entitled "Campgrounds".

BACKGROUND

Article 2 Section AA entitled "Campgrounds" was created in 2022. The updates were designed to utilize the existing definition of "campground" to be consistent with state law and establish special use criteria for the SR-R Sandy River Residential and T-R Threshold Residential zoning districts.

The new updates will address the restriction of on-site amenities and outdoor entertainment. Campgrounds are only allowed by Special Use Permit in the SR-R, Sandy River Residential and T-R, Threshold Residential Zoning Classifications. The proposed restrictions will help ensure a harmonious coexistence with their nearby communities by limiting traffic and reducing noise concerns.

Adding language to Article 2 Section AA Item 6 restricts the accessibility of onsite amenities to only registered guests of the campground. Adding this restriction ensures that amenities such as pools and restaurants cannot be utilized by the general public. Operation of commercial entities such as these are not allowed within the SR-R and T-R zoning classifications and these campground amenities should not be accessible to the public.

Outdoor entertainment could negatively impact the surrounding neighborhood by introducing noise pollution to an otherwise quiet area, and the proposed updates to the code will prevent this from occurring. Creation of Article 2. Section AA Item 8 restricts outdoor entertainment to current registered guests and states that it must be in compliance with the City of Danville's Noise Ordinance.

On May 08, 2023, the City Planning Commission voted 6-0 to recommend approval of Code Amendment PZ23-00077 to amend Article 2 Section AA titled "Campgrounds" to include regulations for onsite amenities and noise.

RECOMMENDATION

It is recommended that City Council adopt an Ordinance to amend Chapter 41 entitled "Zoning Ordinance" of the City of Danville, 1986 as amended. Specifically, amend Article 2 Section AA titled "Campgrounds" to include regulations for onsite amenities and noise.

ATTACHMENTS

1. Ordinance
2. Exhibit A
3. Planning Commission Recommendation

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2023 ____.

AN ORDINANCE AMENDING CHAPTER 41 ENTITLED, "ZONING ORDINANCE" OF THE CODE OF THE CITY OF DANVILLE, VIRGINIA, 1986, AS AMENDED, MORE SPECIFICALLY, TO AMEND ARTICLE 2 SECTION AA, ENTITLED CAMPGROUNDS" TO INCLUDE REGULATIONS FOR ONSITE AMENITIES AND NOISE.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Danville, Virginia, that the report of the City Planning Commission recommending approval of an amendment to Chapter 41 entitled, "Zoning Ordinance" of the Code of the City of Danville, Virginia, 1986, as amended, specifically, to amend Article 2 entitled, "General Regulations" Section AA, entitled "Campgrounds" to include regulations for onsite amenities and noise, be, and the same is hereby, received; and

BE IT FURTHER ORDAINED, by the Council in consideration of said report and the public hearing this day held by Council, specifically, to amend Article 2 entitled, General Regulations", Section AA entitled, "Campgrounds" to include regulations for onsite amenities and noise, of Chapter 41 entitled "Zoning Ordinance", of the Code of the City of Danville, Virginia, 1986, as amended, be and the same is hereby, amended and reordained to read as follows:

CHAPTER 41: ZONING ORDINANCE

ARTICLE 2: GENERAL REGULATIONS

SECTION: AA. - Campgrounds

~~AA. - Campgrounds.~~

1. Campgrounds must comply with all rules and regulations governing them in the Virginia Administrative Code, Title 12, Health, Agency 5, Department of Health, Chapter 450.
2. Campgrounds are permissible by Special Use Permit in the "SR-R, Sandy River Residential (Single Family Residential District)" and "T-R, Threshold Residential District" zoning districts
3. The minimum campground size is 30 acres.

4. If a campground rents sites to users without self-contained camping units, then it must provide toilets, lavatories, and showers according to the schedule in Virginia Administrative Code 12VAC5-450-100, Sanitary facilities.

5. All buildings and camping units within the campground must be setback 40' from all property lines.

6. On-Site Amenities. Accessory on-site amenities including pools, clubhouses (**with or without a restaurant**), picnic areas, fields, and playgrounds must be provided to guests at a minimum of two hundred (200) square feet per camping unit. Required landscaping, setbacks, and stormwater management features are not included in on-site amenities. **All on-site amenities must be limited to current registered guests of the campground facilities.**

7. Access. Campground entrances and all internal roads must accommodate movements by the largest design vehicle type the campground serves. Additionally, the route from the closest City collector street to the campground site must accommodate turning movements by the largest design vehicle type the campground serves. The most current AASHTO Green Book design vehicle types must be used to analyze access.

8. Outdoor Entertainment. Outdoor entertainment must be limited to current registered guests of the campground facility. Outdoor entertainment must be in compliance with Article 23.1 of the City Code titled "Noise".

Approved:

Mayor

Attest:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney



City Planning Commission

STAFF REPORT

DATE: May 8, 2023
TO: Planning Commission
FROM: Renee Burton, Planning Division Director
RE: PZ23-00108: Exhibit A

Proposed additions to Article 2 Section AA are noted in red, deletions are noted in a double strike through.

Article 2 General Regulations

AA. - Campgrounds.

1. Campgrounds must comply with all rules and regulations governing them in the Virginia Administrative Code, Title 12, Health, Agency 5, Department of Health, Chapter 450.
2. Campgrounds are permissible by Special Use Permit in the "SR-R, Sandy River Residential (Single Family Residential District)" and "T-R, Threshold Residential District" zoning districts
3. The minimum campground size is 30 acres.
4. If a campground rents sites to users without self-contained camping units, then it must provide toilets, lavatories, and showers according to the schedule in Virginia Administrative Code 12VAC5-450-100, Sanitary facilities.
5. All buildings and camping units within the campground must be setback 40' from all property lines.
6. On-Site Amenities. Accessory on-site amenities including pools, clubhouses **(without or without a restaurant)**, picnic areas, fields, and playgrounds must be provided to guests at a minimum of two hundred (200) square feet per camping unit. Required landscaping, setbacks, and stormwater management features are not included in on-site amenities. **All on-site amenities must be limited to current registered guests of the campground facilities.**
7. Access. Campground entrances and all internal roads must accommodate movements by the largest design vehicle type the campground serves. Additionally, the route from the closest City collector street to the campground site must accommodate turning movements by the largest design vehicle type the campground serves. The most current AASHTO Green Book design vehicle types must be used to analyze access.
- 8. Outdoor Entertainment. Outdoor entertainment must be limited to current registered guests of the campground facility. Outdoor entertainment must be in compliance with Article 23.1 of the City Code titled "Noise".**



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

City Planning Commission

MEMORANDUM

DATE: MAY 08, 2023
TO: CITY COUNCIL
FROM: CITY PLANNING COMMISSION
RE: CODE AMENDMENT APPLICATION PZ23-00108

REQUEST

Code Amendment Request PZ23-00108 to amend Chapter 41 entitled "Zoning Ordinance" of the City of Danville, 1986 as amended. Specifically, amend Article 2 Section AA titled "Campgrounds".

RECOMMENDATION

The Planning Commission, at their May 08, 2023, meeting, voted 6 - 0 to recommend approval of Code Amendment Request PZ23-00108 as submitted.

Mr. Steve Petrick, Chair

Council Letter

City of Danville, Virginia



CL - 497

NEW BUSINESS F.

City Council REGULAR MEETING

Meeting Date: June 6, 2023

Subject: Consideration of Authorizing the Renewal of a Radio Tower Lease at 646 Eagle Springs Road.

From: Christopher (Ryan) Dodson, Assistant City Attorney

COUNCIL ACTION

1. Public Hearing
2. A Resolution Authorizing the Renewal of a Tower Lease with American Towers, LLC at 646 Eagle Springs Road.

SUMMARY

Staff is seeking approval from City Council to authorize the renewal of a lease with American Tower, LLC, for the use of a telecommunications tower located on City-owned property located at 646 Eagle Springs Road, Parcel #78470.

BACKGROUND

The City currently owns a telecommunications tower on a piece of property identified as 646 Eagle Springs Road, Parcel #78470. The tower is currently being leased by American Tower, LLC and the term of the lease is in its final renewal period.

After negotiations with City Staff, the tenant has agreed to make an upfront payment of \$9,000, an increase in the monthly rental rate to \$800, and the inclusion of an annual inflation adjustment to the rental rate, if the City agrees to renew the lease. These terms are more favorable than the existing terms that would otherwise remain in effect until the expiration of the final term of the lease.

RECOMMENDATION

City staff recommends approving the renewal of the lease for the telecommunications tower located at 646 Eagle Springs Road, Parcel #78470.

Attachments

1. Resolution
 2. Exhibit
-

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2023-____.____

A RESOLUTION AUTHORIZING THE RENEWAL OF A TOWER LEASE
WITH AMERICAN TOWERS, LLC AT 646 EAGLE SPRINGS ROAD.

WHEREAS, the City owns certain real property identified as 646 Eagle
Springs Road (Parcel #78470) within the City of Danville, such property being the location
of a telecommunications tower (the "Tower"); and

WHEREAS, American Towers, LLC currently possesses a lease to use the
Tower that is coming up for expiration; and

WHEREAS, the City has negotiated a renewal lease with American Towers,
LLC to extend the term of the lease in exchange for more favorable terms and now desires
to formalize the agreement;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of
Danville, Virginia, pursuant to Sections 15.2-1800 and 15.2-1813 of the Code of Virginia
1950, as amended, and in consideration of the public hearing this day held by Council, that
the City grants a lease to American Towers, LLC, for the use of the telecommunications
tower located on 646 Eagle Springs Road, Parcel #78470 within the City of Danville
substantially in the form attached hereto and made a part hereof, as if fully set out herein;
and

BE IT FURTHER RESOLVED, that the City Manager, Ken F. Larking, is
hereby approved and authorized to execute any and all documents required in order to
facilitate the transaction described above.

Approved:

Mayor

Attest:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney

THE FIRST AMENDMENT TO OPTION, LAND LEASE AGREEMENT AND DEED OF LEASE

This First Amendment to Option, Land Lease Agreement and Deed of Lease (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Danville**, a Virginia municipality ("**Landlord**") and **American Towers LLC**, a Delaware limited company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option, Land Lease Agreement and Deed of Lease dated April 17, 1991 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Nine Thousand and 00/100 Dollars (\$9,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before **April 15 June 30, 2023**; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on October 30, 1996, and without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on October 29, 2036. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease, as amended herein, at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease, as amended herein, only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to

“Renewal Term” shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the **“Memorandum”**) executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** Commencing with the second rental payment due following the Effective Date, the rent payable from Tenant to Landlord under the Lease is hereby increased to **Eight Hundred and 00/100 Dollars (\$800.00)** per month (the **“Rent”**). Commencing on October 30, 2023, and on each successive annual anniversary thereof, Rent due under the Lease, as amended herein, shall increase by an amount equal to **three percent (3%)** of the then current Rent. In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Danville**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
4. **Revenue Share.**
 - a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord an amount equal to **Two Hundred and 00/100 Dollars (\$200.00)** per month for each sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant and a third party (any such party, the **“Additional Collocator”**) subsequent to the Effective Date (such amount, the **“Collocation Fee”**). The Collocation Fee shall not be subject to the escalations to Rent as delineated in this Amendment and/or the Lease.
 - b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant of the first collocation payment paid by the Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant’s obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant’s obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant.
 - c. Landlord hereby acknowledges and agrees that Tenant has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on Tenant’s communications tower, all on such terms as Tenant deems advisable, in Tenant’s sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.
 - d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant, or Tenant’s predecessors-in-interest, as applicable, and any third parties, or such third parties’ predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the **“Existing Agreements”**); (ii) any amendments, modifications, extensions,

renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Tenant and any Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.

5. **Landlord and Tenant Acknowledgments**. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
6. **Non-Compete**. During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of this Lease, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.
7. **Limited Right of First Refusal**. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the

Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease, as modified by this Amendment, to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

8. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
9. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.

10. **Notices.** The Parties acknowledge and agree that Section 10 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Danville, Post Office Box 3308, Danville, Virginia 24543; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
11. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
12. **Governing Law.** The Parties acknowledge and agree that Section 21 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
13. **Waiver.** Notwithstanding anything to the contrary contained herein or in the Lease, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
14. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's interest in the Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.
15. **Taxes.** The Parties acknowledge and agree that Section 14 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other

taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

16. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

City of Danville,
a Virginia municipality

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

American Towers LLC,
a Delaware limited company

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

SITUATED IN THE CITY OF DANVILLE, VIRGINIA

Commencing at the intersection of the southern right-of-way line of State Route 730 and the western intersection of State Route 729 thence with the southern right of way line State Route 730 0.8 miles west, plus or minus, to a found iron, said iron being the northerly corner of lands now or formerly standing in the name of Bob N. Evans, Ormond Keister, and Judith C. Evans; thence with South 45 degrees 01 minute 26 seconds West a distance of 149.40 feet to a point; thence South 50 degrees 25 minutes 26 seconds West a distance of 64.75 feet to a set rod, said rod being the true point and place of BEGINNING; thence South 60 degrees 00 minutes 00 seconds East a distance of 93.44 feet to a set rod; thence South 22 degrees 18 minutes 56 seconds West a distance of 60.54 feet to a set rod; thence North 60 degrees 00 minute 00 seconds West a distance of 125.40 feet to a set rod, said rod lying on the southerly right-of-way line of State Route 730; thence North 55 degrees 40 minutes 26 seconds East a distance of 15.55 feet to a set rod; thence North 50 degrees 25 minutes 26 seconds East a distance of 49.07 feet to a set rod, said rod being the true point and place of BEGINNING containing 6530 square feet or 0.150 acres, plus or minus.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Karla Disla, Esq.
ATC Site No: 99265
ATC Site Name: GLENWOOD (CV) (01)
Assessor's Parcel No(s): 78470

Prior Recorded Lease Reference:

Book 96 at Page 5299
Instrument 96-5299
State of Virginia
County of Danville

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Danville**, a Virginia municipality ("**Landlord**") and **American Towers LLC**, a Delaware limited company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option, Land Lease Agreement and Deed of Lease dated April 17, 1991 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A.**
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be October 29, 2056. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
4. **Right of First Refusal.** There is a right of first refusal in the Lease.

5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Danville, Post Office Box 3308, Danville, Virginia 24543; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

City of Danville,
a Virginia municipality

Signature: _____
Print Name: _____
Title: _____
Date: _____

2 WITNESSES

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

American Towers LLC,
a Delaware limited company

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESS

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

SITUATED IN THE CITY OF DANVILLE, VIRGINIA

Commencing at the intersection of the southern right-of-way line of State Route 730 and the western intersection of State Route 729 thence with the southern right of way line State Route 730 0.8 miles west, plus or minus, to a found iron, said iron being the northerly corner of lands now or formerly standing in the name of Bob N. Evans, Ormond Keister, and Judith C. Evans; thence with South 45 degrees 01 minute 26 seconds West a distance of 149.40 feet to a point; thence South 50 degrees 25 minutes 26 seconds West a distance of 64.75 feet to a set rod, said rod being the true point and place of BEGINNING; thence South 60 degrees 00 minutes 00 seconds East a distance of 93.44 feet to a set rod; thence South 22 degrees 18 minutes 56 seconds West a distance of 60.54 feet to a set rod; thence North 60 degrees 00 minute 00 seconds West a distance of 125.40 feet to a set rod, said rod lying on the southerly right-of-way line of State Route 730; thence North 55 degrees 40 minutes 26 seconds East a distance of 15.55 feet to a set rod; thence North 50 degrees 25 minutes 26 seconds East a distance of 49.07 feet to a set rod, said rod being the true point and place of BEGINNING containing 6530 square feet or 0.150 acres, plus or minus.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

Council Letter City of Danville, Virginia



CL - 496

NEW BUSINESS G.

City Council REGULAR MEETING

Meeting Date: June 6, 2023

Subject: Consideration of a Transient Occupancy Tax Update.

From: Christopher (Ryan) Dodson, Assistant City Attorney

COUNCIL ACTION

An Ordinance Repealing and Reordaining in its Entirety Article VI, Entitled "Tax on Transient Lodgers" of Chapter 37, Entitled "Taxation" of the Code of the City of Danville, Virginia, 1986, As Amended.

SUMMARY

Staff is seeking approval from City Council to repeal the existing City Code relating to the Transient Occupancy Tax (TOT) and to reordain the TOT to add new definitions, clarifies taxpayer responsibilities, and harmonize the City Code with new model language to assist in the proper documentation and collection of the TOT.

BACKGROUND

Due to the growing popularity of short-term rentals, and intermediary companies such as AirBNB, City Staff has experienced some difficulties in properly collecting Transient Occupancy Taxes for short-term rentals that utilize these intermediaries. New model language for Virginia has been drafted to assist localities with the problem by creating new definitions for intermediary companies like AirBNB, assigning responsibility for documenting and collecting TOT amounts to intermediaries, and permitting more thorough audits by City Staff of these intermediaries. These proposed changes do not adjust any existing tax rates, they merely add greater clarity to the process to ensure that the City is able to fully collect TOT from short-term rentals.

RECOMMENDATION

City staff recommends approving the proposed amendment to the Transient Occupancy Tax Code to assist City Staff in the carrying out of their duties on behalf of the City.

Attachments

1. Ordinance
 2. Exhibit
-

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. - _____._____

AN ORDINANCE REPEALING AND REORDAINING IN ITS ENTIRETY ARTICLE VI, ENTITLED "TAX ON TRANSIENT LODGERS" OF CHAPTER 37, ENTITLED "TAXATION" OF THE CODE OF THE CITY OF DANVILLE, VIRGINIA, 1986, AS AMENDED.

WHEREAS, the current ARTICLE VI, entitled "TAX ON TRANSIENT LODGERS", of CHAPTER 37, entitled "TAXATION", of the Code of the City of Danville, Virginia, 1986, as amended, needs to be repealed and reordained; and

WHEREAS, the current language of Article VI, entitled "Tax on Transient Lodgers", of Chapter 37, entitled "Taxation" of the Code of the City of Danville, Virginia, 1986, as amended, needs to be replaced and reordained to add new definitions, give clarification to taxpayer responsibilities, and harmonize the City Code with the new model language to assist in the proper documentation and collection of TOT.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Danville, Virginia, that ARTICLE VI, entitled "TAX ON TRANSIENT LODGERS", of CHAPTER 37, entitled "TAXATION", of the Code of the City of Danville, Virginia, 1986, as amended, be, and is hereby, repealed in its entirety; and

BE IT FURTHER ORDAINED, by the Council of the City of Danville, Virginia, that ARTICLE VI, entitled "TAX ON TRANSIENT LODGERS", of CHAPTER 37, entitled "TAXATION", of the Code of the City of Danville, Virginia, 1986, as amended, be, and is hereby, repealed, replaced, and reordained as attached hereto, and made apart hereof as if fully set out herein.

Approved:

Mayor

Attest:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney

ARTICLE VI. TAX ON TRANSIENT LODGERS

Sec. 37-96. Definitions.

Except where the context clearly indicates a different meaning, the following words and phrases, when used in this article, shall, for the purposes of this article, have the following meanings:

Accommodations means any room or space for which tax is imposed on the retail sale pursuant to this chapter and includes but is not limited to, any public or private hotel, inn, apartment, hostelry, tourist home or house, motel, rooming house, or other lodging place within the City of Danville offering lodging, and the owner and operator thereof, who for compensation, furnishes lodging to any transients as herein defined.

Accommodations fee means the room charge less the discount room charge, if any; provided, that the accommodations fee shall not be less than \$0.00.

Accommodations intermediary means any person other than an accommodations provider that facilitates the sale of an accommodation and either: (1) charges a room charge to the customer, and charges an accommodations fee to the customer, which fee it retains as compensation for facilitating the sale; (2) collects a room charge from the customer; or (3) charges a fee, other than an accommodations fee, to the customer, which fee it retains as compensation for facilitating the sale. For purposes of this definition, *facilitating the sale* includes brokering, coordinating, or in any other way arranging for the purchase of the right to use accommodations via a transaction directly, including via one or more payment processors, between a customer and an accommodations provider. *Accommodations intermediary* does not include a person: (1) if the accommodation is provided by an accommodations provider operating under a trademark, trade name, or service mark belonging to such person; (2) who facilitates the sale of an accommodation if the price paid by the customer to such person is equal to the price paid by such person to the accommodations provider for the use of the accommodation and the only compensation received by such person for facilitating the sale of the accommodation is a commission paid from the accommodations provider to such person; or (3) who is licensed as a real estate licensee pursuant to §§54.1-2100 *et seq.* of the Virginia Code, when acting within the scope of such license.

Accommodations provider means any person that furnishes accommodations to the general public for compensation. The term *furnishes* includes the sale of use or possession or the sale of the right use or possess.

Retail sale means the sale or charges for any room, lodging, or accommodation furnished to transients for less than sixty (60) continuous days by any hotel, motel, inn, hostelry, tourist camp, tourist cabin, camping ground, club, or any other place in which rooms, lodging, space, or accommodations are regularly furnished to transients for consideration.

Room Charge means the full retail price charged to the transient for the use of accommodations, before taxes. *Room Charge* includes any fee charged to the customer and retained as compensation for facilitating the sale, whether described as an accommodations fee, facilitation fee, or any other name. Any additional charges made in connection with the rental of accommodations are deemed to be a part of the charge for the room and are subject to the tax, including but not limited to, additional charges for local telephone calls, internet access, and access to subscription-based online services.

Transient means any person who, for any period of fewer than sixty (60) consecutive days, either at his own expense or at the expense of another, obtains the use or possession of a room or space occupied for lodging in any accommodations, for which possession or use of such space a price is charged.

Sec. 37-97. Levy and rate.

- (a) There is hereby levied and imposed upon each transient, in addition to any and all other taxes and fees of every kind imposed by law, a tax equivalent to eight (8) percent of the total amount paid by or for such transient for the use or possession of a room or space occupied for lodging to any accommodations as well as an additional tax of two dollars (\$2.00) per night of lodging.

Sec. 37-98. Collections.

- (a) For any retail sale of accommodations not facilitated by an accommodations intermediary, the accommodations provider shall collect the tax imposed pursuant to this article, computed on the total price paid for the use and possession of the accommodations, and shall remit the same to the City and shall be liable for the same.
- (b) For any retail sale of accommodations facilitated by an accommodations intermediary, the accommodations intermediary shall be deemed under this article as a facility making a retail sale of an accommodation. The accommodations intermediary shall collect the tax imposed pursuant to this article, computed on the room charge and shall remit the same to the City and shall be liable for the same.
- (c) For any transaction for the retail sale of accommodations involving two (2) or more parties that meet the definition of an accommodations intermediary, nothing in this section shall prohibit such parties from making an agreement regarding which party shall be responsible for collecting and remitting the tax, so long as the party so responsible is registered as a dealer with the locality. In such event, the party agreeing to collect and remit the tax shall be the sole party liable for the tax, and the other parties to such agreement shall not be liable for such tax.
- (d) For any retail sale of accommodations facilitated by an accommodations intermediary, nothing herein shall relieve the accommodations provider from liability for retail sales and use taxes on any amounts charged directly to the customer by an accommodations provider that are not collected by the accommodations intermediary.
- (e) In any retail sale of any accommodations in which an accommodations intermediary does not facilitate the sale of the accommodations, the accommodations provider shall separately state the amount of the tax in the bill, invoice, or similar documentation and shall add the tax to the total price paid for the use or possession of the accommodations. In any retail sale of any accommodations in which an accommodations intermediary facilitates the sale of the accommodations, the accommodations intermediary shall separately state the amount of the tax on the bill, invoice, or similar documentation and shall add the tax to the room charge; thereafter, such tax shall be a debt from the customer to the accommodations intermediary, recoverable at law in the same manner as other debts.
- (f) All taxes collected pursuant to this article are deemed to be held in trust for the City.

Sec. 37-99. Reports and remittances.

- (a) The person collecting any tax levied under this article shall make out a monthly report thereof, upon such forms and setting forth such information as the Commissioner may prescribe and require, showing the total room charge paid by the customer for the use or possession of a room or space occupied for lodging by or for a transient and the tax required to be collected. Such person shall sign such report and shall deliver such report to the Commissioner with a remittance of such tax. The Commissioner shall determine whether the report is in proper form and upon such determination shall transmit a copy to the Treasurer. Such monthly reports and remittances shall be made on or before the twentieth day following the close of each month covering the amount of tax collected during the preceding month. Subject to applicable laws, an accommodations

intermediary shall, each month, submit to the Commissioner the property addresses and gross receipts for all accommodations facilitated by the accommodations intermediary in the City.

- (b) It shall be the duty of every person liable for the collection and payment to the City of any tax imposed by this article to keep and to preserve, for a period of two (2) years, such suitable records as may be necessary to determine the amount of such tax as he may have been responsible for collecting and paying to the City. The Commissioner may inspect such records at all reasonable times.

Sec. 37-100. Interest and penalties.

- (a) If any person, whose duty it is so to do, shall fail or refuse to remit to the City the tax required to be collected and paid under this article, within the time and in the amount specified in this article, there shall be added to such tax interest in the amount of ten percent (10%) per annum from the first day following the day such tax is due upon the amount of the tax for each year or portion thereof from the date upon which the tax is due as provided in this article.
- (b) In the case of a false or fraudulent return with intent to defraud the City of any tax due under this article, a penalty of fifty (50) percent of the tax shall be assessed against the person required to collect such tax.

Sec. 37-101. Cessation of business.

Whenever any person required to collect and pay to the City a tax under this article shall cease to operate or otherwise dispose of his business, any tax payable under this article to the City shall become immediately due and payable and such person shall immediately make a report and pay the tax due.

Sec. 37-102. Determination of tax due by Commissioner.

If any person required to collect or remit the tax imposed by this article fails to file a report, or if the Commissioner has reasonable cause to believe that an erroneous report has been filed, the Commissioner may proceed to determine the amount due to the City and in connection therewith shall make such investigations and take such testimony and other evidence as may be necessary and he shall report his determination to the treasurer; provided however, that written notice and an opportunity to be heard shall be given to any person who may become liable for the amount owing prior to any final determination by the Commissioner.

Sec. 37-103. Commissioner rulemaking powers.

It shall be the duty of the Commissioner to ascertain the name of every person operating a hotel in the City that is liable for the collection of the tax levied by this article. The Commissioner shall have the power to adopt rules and guidelines not inconsistent with this code for the purpose of determining the amount due to the City. A copy of any such rule or guideline shall be on file and available for public examination at the Commissioner's office. Failure or refusal to comply with any rule or guideline promulgated under this section shall be deemed a violation of this article,

Sec. 37-104. Violations of article.

Any person intentionally failing to file a report required by this article or otherwise violating or failing to comply with any provision of this article shall be guilty of a Class 1 misdemeanor. Each such failure shall constitute a separate offense. Conviction of such violation shall not relieve any person from the payment, collection, or remittance of the taxes provided in this article.

Cross reference(s)—Penalty for Class 1 misdemeanor, § 1-11.

Secs. 37-105—37-115. Reserved.

Council Letter

City of Danville, Virginia



CL - 536

NEW BUSINESS H.

City Council REGULAR MEETING

Meeting Date: June 6, 2023

Subject: Consideration of Appalachian Power Easement Agreement-West Fork Substation Fourth Delivery Point.

From: Jason Grey, Director of Utilities

COUNCIL ACTION

A Resolution Authorizing and Approving the City of Danville, Virginia to Enter into an Easement Agreement with Appalachian Power Company for Land Associated with the City's Fourth Electric Delivery Point.

SUMMARY

Danville Utilities is working toward adding a fourth electric delivery point on the western side of the electric service territory to increase service reliability. Appalachian Power has agreed to build a transmission line to the City's West Fork Substation, located at 581 Long Circle in Pittsylvania County, and construct a small substation for the City to interconnect with to provide service. Appalachian Power has requested that the City enter into an easement agreement for the property needed to build their substation and to provide room for an access driveway and stormwater management. The entire project is scheduled to be completed by December 2023.

BACKGROUND

Danville Utilities has been going through a series of substation reliability upgrades over the past five years and looks to upgrade and add several additional substations over the next two years. The City's Westover and Southside Substations were upgraded within the past year. The Ballou and Cyber Park substations will be new substations to be constructed in 2024. Utilities staff are currently working to add a fourth delivery point with Appalachian Power to increase the City's reliability and electric capacity. The delivery point will also provide additional switching capabilities during maintenance and unplanned outage events.

RECOMMENDATION

Utilities staff recommends City Council approving an Ordinance to enter into Appalachian Power Company's easement agreement to allow for the construction of the City's fourth delivery point.

Attachments

1. Option Agreement
 2. Resolution
 3. Brosville Exhibit A
-

OPTION FOR PURCHASE OF EASEMENTS

THIS OPTION FOR PURCHASE OF EASEMENTS (this “Option”) is made and entered into as of _____, 2023 (the “Effective Date”), by and between CITY OF DANVILLE, VIRGINIA whose address is 427 Patton Street, Danville, Virginia 24541 (“Seller”), and APPALACHIAN POWER COMPANY (“Seller”), and APPALACHIAN POWER COMPANY, a Virginia corporation, whose address is 1 Riverside Plaza, Columbus, Ohio 43215 - 2373 (“Buyer”).

RECITALS:

WHEREAS, Seller owns certain land and improvements located in Danville, in the County of Pittsylvania, Commonwealth of Virginia, and identified as Portions of Tax Map numbers 1358-46-2848, 1358-36-9839, and 1358-358704 situated near Brosville, in the County of Pittsylvania, State of Virginia: (the “Property”); and

WHEREAS, Buyer wishes to acquire from Seller, and Seller wishes to convey to Buyer, certain easements across a portion of the Property subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereto agree as follows:

1. Property to be conveyed: Seller hereby grants to Buyer the sole and exclusive right and option to purchase the following rights and easements across the Property:

(a) Substation Easements. Seller hereby grants to Buyer the sole and exclusive right and option for certain easement rights for substations and related facilities, the approximate locations of which are shown on Exhibit A, attached hereto and made a part hereof (the “Substation Easements”). The Substation Easements shall include:

(i) An exclusive easement area for the new Brosville substation, consisting of approximately _____ acres of land (the “Proposed Brosville substation Easement Area”); and

(ii) A non-exclusive easement area adjacent to the substations to accommodate the lines entering and exiting the substations, drainage, and access to the stations, consisting of approximately ____ acres.

The Substation Easements shall be in the form attached hereto as Exhibit C.

(b) Drainage. Seller hereby grants to Buyer the sole and exclusive right and option for a nonexclusive drainage easement, the approximate location of which is shown on Exhibit A, attached hereto and made a part hereof (the “Drainage Easement”), in the form attached hereto as Exhibit D.

(c) Construction Easements. Seller also agrees to grant to Buyer nonexclusive temporary construction and access easements, the approximate locations of which are shown on Exhibit A (collectively, the “Temporary Construction and Access Easement”). In the form attached hereto as Exhibit E.

(d) Transmission Line Easement. Seller hereby grants to Buyer the sole and exclusive right and option for nonexclusive easement rights for transmission lines and related facilities, the approximate location of which are shown on Exhibit B, attached hereto and made a part hereof the "Transmission Line Easements"). The Transmission Line Easements shall include:

(i) One new Transmission Easement consisting of approximately _____ (____) acres, for electric transmission lines entering and exiting the proposed substation on property adjacent to the fee property referenced in (a) above, in the form attached hereto as Exhibit B and Exhibit E.

The various property interests set forth in (a) through (d) above are hereinafter referred to as the "Premises" and the various easement agreements are collectively hereinafter referred to as the "Easements". Buyer shall be responsible for engaging a surveyor to prepare legal descriptions of the various easement areas for all Easements, at Buyer's sole cost and expense.

2. Purchase Price. The purchase price for the Premises shall be Ten Dollars (\$10.00) (the "Purchase Price"). The Purchase Price shall be payable in the following manner:

(a) Earnest Money Deposit. Buyer shall pay Ten Dollars (\$10.00) within ten (10) business days of the Effective Date of this Option, as earnest money (the "Earnest Deposit"), to be deposited with a title company ("Title Company") selected by Buyer and approved by Seller, to serve as escrow agent for this transaction ("Escrow Agent"), which shall be credited to the Purchase Price if Buyer purchases the Premises.

(b) Buyer shall pay the balance of the Purchase Price wire transfer of immediately available funds upon delivery of the deed at Closing (hereinafter defined).

3. Duration of Option. The Option term shall begin as of the effective date of this Option and shall continue in effect thereafter for an initial term of twelve (12) months (the "Initial Option Term").

4. Due Diligence Review. Buyer and its agents shall have the right to enter the Premises at reasonable times upon reasonable prior notice to survey and inspect the Premises, as Buyer may deem necessary or advisable to determine the suitability of the Premises for Buyer's intended purposes, subject to the terms and conditions set forth herein. During the Initial Option Term, Buyer shall be entitled to conduct the following:

(a) Title Examination. Buyer shall be responsible for selecting the Title Company (subject to Seller's approval, which approval shall not be unreasonably withheld), conducting and paying for any examination of the title to the Premises, as Buyer deems appropriate.

(i) Upon execution of this Option, Seller agrees to provide Buyer with copies of any existing abstracts of title, title commitments, or title insurance policies Seller may have relating to the Premises.

(ii) If Buyer determines that title to the Premises is not marketable or it contains encumbrances which are not acceptable to Buyer, then Buyer shall notify Seller within the Initial Option Term specifying the title issue(s) to which Buyer objects.

(iii) If Buyer gives Seller such notice of objections, then Seller may elect to correct such issues to Buyer's satisfaction within sixty (60) days following receipt of receipt of such notice of objections.

(iv) In the event Seller fails or refuses to correct such issue(s) to Buyer's satisfaction, the Buyer may, in its sole discretion, terminate this Option. In the event Buyer elects to terminate this Option, Buyer shall be entitled to receive a prompt refund of the Earnest Deposit.

(v) If Buyer fails to notify Seller within the Initial Option Term of any objections to title, then Buyer shall be deemed to have waived any objections and to accept title to the Premises.

(b) Environmental, Surveys & Tests. During the Initial Option Term, the Buyer and Buyer's agents shall have the right to enter upon the Premises at reasonable times and upon reasonable prior notice to make and conduct such environmental assessments, site surveys, inspections and other engineering and environmental tests on the Premises as Buyer deems necessary, including without limitation, the right to make land and topographic surveys, core drillings, soil and water tests, engineering tests, communications studies.

(i) The cost of such assessments, surveys, inspections and tests shall be borne solely by Buyer.

(ii) Buyer agrees to indemnify and hold Seller harmless from any and all loss, liability, claims and expense (including reasonable attorney's fees) arising out of the acts of Buyer or its designees on the Premises, except for matters relating to any pre-existing condition on the Premises.

(iii) If Buyer, in its sole discretion, determines that the Premises are not suited to use for Buyer's purposes, then Buyer may terminate this Option. In the event Buyer elects to terminate this Option, Buyer shall be entitled to receive a prompt refund of the Earnest Deposit.

(iv) If Buyer does not purchase the Premises, Buyer shall repair any physical damage caused by such surveys and tests so that the Premises is returned to substantially the same condition as existing prior to such surveys and tests.

(v) The provisions of (ii) and (iv) above shall survive the termination of this Agreement.

(c) Governmental Approvals. In the event Buyer determines that it must secure a zoning change or other governmental or regulatory approval to use the Premises for Buyer's intended purpose, Seller agrees to cooperate with Buyer in obtaining such approval, as required, at no cost to Seller. In

no event will Buyer agree to any change in zoning or use that will be binding upon the Property without Seller's prior consent, which may be withheld in Seller's sole discretion.

(i) Buyer will prepare, at Buyer's expense, any required governmental application for Seller's signature, if required. Buyer will submit the application to the applicable authority and pay any submittal or application fees.

(ii) In the event the governmental application process is not completed to Buyer's satisfaction prior to Closing, the closing on the Premises will be extended for a reasonable period of time until application for the Premises is approved, but in no event longer than twelve (12) months (the "Extended Option Term").

(iii) In the event Buyer cannot obtain a required approval of the Premises in a timely manner, or on terms that are reasonably acceptable to Buyer, Buyer may, in its sole discretion, elect to terminate this Option, and Buyer shall be entitled to a prompt refund of the Earnest Deposit.

5. Default. If this Option is terminated or canceled pursuant to Paragraph 4, Due Diligence Review, or Paragraph 12, Risk of Loss, hereof, this transaction shall be null and void, and Buyer's Earnest Deposit shall be promptly refunded and all parties shall be relieved from any further obligation hereunder, except for any provision set forth herein that expressly survives termination of this Option. If the Buyer fails to exercise or close for any reason other than those provided for under Paragraph 4 or 12 hereof, then Seller shall be entitled to terminate this Option and retain the Buyer's Earnest Deposit. Seller and Buyer have made this provision for liquidated damages because it would be difficult to calculate the amount of actual damages for such default and Seller and Buyer agree that said amount represents reasonable compensation to Seller for such default.

6. Exercise of Option. The Buyer shall exercise this Option by sending written notice to Seller by nationally recognized overnight courier or by electronic mail at the address set forth in Paragraph 19 hereof on or before the expiration of the Initial Option Term or the Extended Option Term.

7. Intentionally deleted.

8. Closing. The date for delivery of the Easements and the closing of this transaction shall be tentatively set within fourteen (14) days from the date of exercise of this Option by the Buyer; or at such other date as may be agreed upon in writing by the parties (the "Closing"). The Closing shall an escrow closing through the Title Company.

9. Possession. Seller shall deliver possession and occupancy of the Property in accordance with the terms and conditions of the Easements to Buyer at Closing.

10. Taxes, Assessments and Closing Costs. Seller shall pay or credit to the Purchase Price all delinquent taxes, including penalties and interest, and all assessments and liens on the Premises, on or before Closing. Seller shall also be responsible for all unpaid real estate taxes not yet due for years prior to Closing and a portion of such taxes for year of Closing prorated through date of Closing. Following Closing and for so long as Substation Easements are in effect, Buyer shall pay its share of such taxes attributable to the Proposed Riverville Substation Easement Area and the Existing Riverville

Substation Easement Area. Such Taxes shall be based on a 365 day year and, if undetermined, on most recently available tax rate and valuation. Buyer will be responsible for title commitment, title insurance, environmental assessment and survey costs as set forth in Paragraph 4 above, and all other closing costs shall be split as is customary for the state where the Property is located. Buyer will not be responsible for payment of Seller's attorney's fees, if any.

11. Condition of Premises. Buyer acknowledges that Buyer will conduct or has conducted its own inspection of the Premises and is relying solely upon such inspection to determine the condition of the Premises. The Premises shall be delivered at Closing in substantially the same condition as it was as of the Effective Date of this Option.

12. Risk of Loss. Risk of loss to the Premises from fire or other casualty or reason of condemnation shall be borne by Seller until the Closing. If the Premises are damaged or destroyed by fire or other casualty and not repaired and restored by Seller to as good as condition as it was prior to such casualty, or if a portion of the Premises are taken through condemnation proceedings or are transferred voluntarily in lieu thereof, Buyer may cancel this Option, or notify Seller that Buyer will elect to proceed to close if Seller and Buyer can agree upon an acceptable adjustment of the Purchase Price to reflect the damage incurred.

13. Escrow. Buyer and Seller hereby agree that:

(a) The terms contained in Paragraph 5, Default, of this Agreement shall govern the actions of the Escrow Agent and the disposition of the funds held in escrow.

(b) The Escrow Agent shall incur no liability whatsoever in connection with its good faith performance hereunder. Escrow Agent shall be liable only for loss or damage caused directly by its acts of negligence or intentional misconduct.

(c) In the event of any disagreement or dispute between the parties as to Escrow, the Escrow Agent may refuse to comply with said instructions and/or claims until: 1) said dispute has been settled between the parties and joint, written instructions are delivered to Escrow Agent by said parties, or 2) said dispute has been settled by a court of competent jurisdiction.

14. Time of the Essence. Time is expressly declared to be of the essence in this transaction, unless the parties otherwise agree in writing.

15. Entire Agreement. The parties acknowledge and agree that this document constitutes their entire agreement and that no oral or implied agreement exists.

16. Survival of Representations and Warranties. This Option shall be binding upon the parties and their respective heirs, legal representatives, successors and assigns, and the representations and warranties, if any, contained herein shall survive the Closing of this transaction for a period of one (1) year.

17. Broker's Fees or Commissions. Each party represents that no real estate broker, consultant, finder or like agent has an interest in this transaction. Each party shall indemnify and holds the other

harmless from and against any and all claims whatsoever arising out of any claim by any broker, consultant, finder or like agent with whom the indemnifying party has dealt or negotiated.

18. Effective Date. The Effective Date of this Option shall be the last date this document is signed by the Buyer or the Seller, as shown on page 1 of this Option.

19. Notice. All notices, elections or other communications authorized, required or permitted hereunder shall be made in writing and shall be deemed given when: personally delivered; or when deposited, U.S. certified mail, postage prepaid, return receipt requested; sent by overnight mail; or sent via email to the following:

To the Buyer: Appalachian Power Company
ATTN: P. Todd Ireland, Manager
Real Estate Asset Management
1 Riverside Plaza – 16th Floor
Columbus, Ohio 43215 -2373
Phone: (614) 716-6835
Email: ptireland@aep.com

With copy to: Rob Mann, Agent
Roanoke, Virginia
Phone: (540) 581-4460
Email: rmann1@aep.com

To the Seller: Jason Grey
Director of Utilities
1040 Monument Street
Danville, Virginia 24540
Phone: (434) 799-5270
Email: greyjc@danvilleva.gov

20. Governing Law. This Option shall be governed by the law of the state where the Premises is located.

21. Authority. The parties herein warrant to each other that they have full capacity, power and authority to enter into and perform this Option according to its terms.

22. Confidentiality. For a period of twenty-four (24) months after the date of this agreement, Buyer and Seller agree not to disclose the contents of this Option to any third party, without the prior written consent of the other party, and to keep the amount of the Purchase Price herein confidential by limiting disclosure of such amount to only their attorneys, accountants and other representatives working for them who have a legitimate need to know such information.

23. Utility Relocation. Buyer has identified certain existing underground utilities crossing the Premises which would prohibit Buyer's planned development. As a condition of Closing, the parties shall reach agreement on the relocation of utility conflicts and determine a plan of action for their relocation. The relocation of such underground utilities shall be at Buyer's sole cost and expense.

25. Amendment. This Option may not be modified or amended, except by an agreement in writing signed by Seller and Buyer. Each party may waive any of the Option's conditions or obligations of the other party, but any such waiver will be effective only if in writing and signed by the party waiving such conditions and obligations.

26. Assignment. Buyer may not assign this Option without the consent of Seller, which consent may be withheld in Seller's sole discretion.

27. Legal Holidays. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Option falls on a Saturday, Sunday or federal legal holiday, then such date will be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

25. Counterparts. This Option may be executed in any number of copies and counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page. This Option may be executed by electronic copy, including DocuSign, unless otherwise specifically provided for herein or if an original is required by local custom or law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed one (1) or more copies of this Agreement, on the date(s) set forth below.

SELLER:

CITY OF DANVILLE, VA

By: _____

Name: _____

Its: _____

Date: _____

BUYER:

APPALACHIAN POWER COMPANY, a Virginia
corporation

By: _____

P. Todd Ireland

Manager, Real Estate Asset Management

American Electric Power Service Corporation

Authorized Signer

Date: _____

EXHIBIT A



#2003469v4
3862678-2 12579.057000

EXHIBIT B

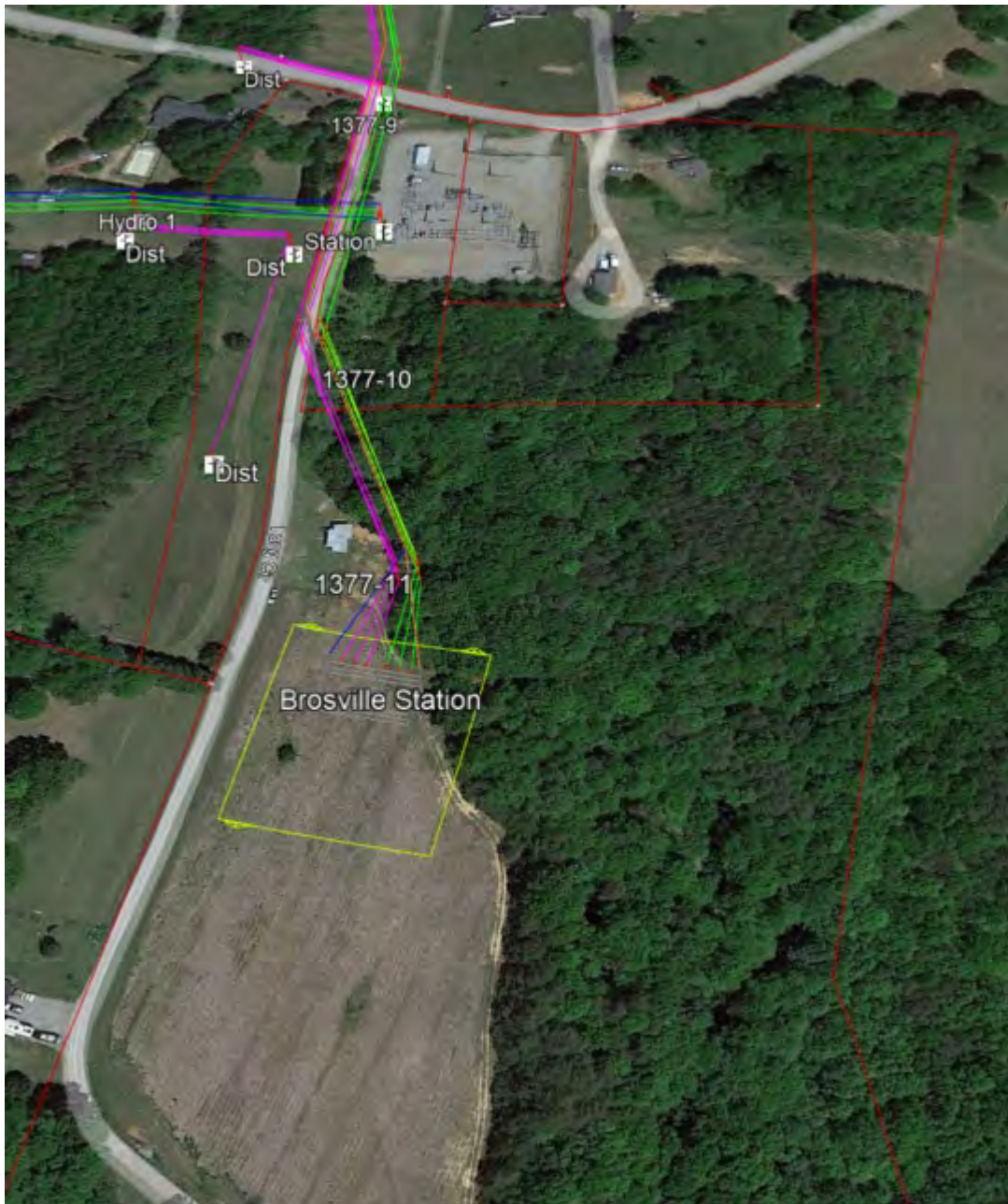


EXHIBIT C

EASEMENT

EASEMENT (this “Easement Agreement”) is made and entered into this ____ day of ____, 2023, by and between **CITY OF DANVILLE, VA** whose address 427 Patton Street, Danville, Virginia 24541, (“Grantor”), and **APPALACHIAN POWER COMPANY**, a Virginia corporation, whose address is 1 Riverside Plaza, Columbus, Ohio 43215 - 2373 (“Grantee”).

RECITALS:

WHEREAS, Grantor owns an interest in that certain tracts of real property, Portions of Tax Map numbers 1358-46-2848, 1358-36-9839, and 1358-358704, situated near Brosville, in the County of Pittsylvania, Commonwealth of Virginia, as more particularly described on Exhibit A attached hereto (the “Property”); and

WHEREAS, there is a public need for a new substation so facilitate a larger transmission upgrade for the area, and to offer more reliable electrical service to Grantor, Grantor desires to grant to Grantee, and Grantee desires to accept, certain exclusive easement rights for the new electrical substation; and

NOW, THEREFORE, for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to Grantee this Easement as follows:

1. Grantor hereby grants and conveys to Grantee the following **exclusive** rights:

(a) a permanent and exclusive right of way and easement for electric substation purposes on, over, along, across and under that certain property located in _____, as more particularly described and/or depicted on Exhibit A attached hereto and incorporated herein by this reference (the “Substation Parcel”); and

(b) a permanent and exclusive right of way and easement for electric substation purposes on, over, along, across and under that certain property located in _____, as more

particularly described and/or depicted on Exhibit A attached hereto and incorporated herein by this reference (the “New Substation Parcel”, the “Exclusive Easement Area”).

2. Grantor hereby grants and conveys to Grantee the following **non-exclusive** rights:

(a) a permanent and non-exclusive right of way to Grantee for ingress and egress to and from the Substation Parcel, as more particularly described and/or depicted on Exhibit B attached hereto and incorporated herein by this reference (the “Access Easement”); and

(b) a permanent and non-exclusive right of way to Grantee for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures to connect the Substation, and the surrounding electrical grid system, and facilitate the transmission area improvement (the “Line Easement”); and

(c) a permanent and non-exclusive right of way to Grantee for drainage facilities for the Substation Parcel, as more particularly described and/or depicted on Exhibit B, attached hereto and incorporated herein by this reference (the “Drainage Easement”), together with the Line Easement and Access Easement, the “Non-Exclusive Easement Area”).

The Exclusive Easement Area and Non-Exclusive Easement Area shall be referred to collectively as the “Easement Area.”

3. The Parties hereby agree as follows:

(a) The location, width, and boundaries of the easement area with respect to the Easement, depicted on Exhibit A attached hereto and made a part hereof. The Exclusive Easement Area and Non-Exclusive Easement Area with respect to the Easement shall hereinafter be described collectively as the “Easement Area”.

(b) With respect to the Exclusive Easement Area as depicted on Exhibit A attached hereto (the “Exclusive Easement Area”), Grantor conveys all necessary and convenient rights for the use and enjoyment of the Exclusive Easement Area, including the rights to construct, operate, maintain, inspect, protect, repair, remove, replace, upgrade, add to the number of and relocate within the Easement Area, electric distribution substation facilities, electric line and communication facilities, including but not limited to cables, supporting structures, conductors, transformers, circuit breakers, bus bars, grounding systems, foundations, and associated equipment as Grantee may deem appropriate for the above-stated purposes. Grantee may also perform any grading or filling within the Exclusive Easement Area as is reasonably necessary for the operation of the electrical facilities. Grantee reserves the right to fence the Exclusive Easement Area and restrict all access thereto. Grantor shall not access the Exclusive Easement Area or otherwise conduct any activities within the Exclusive Easement Area without the consent of Grantee. Grantor shall not interfere with lateral support of the Exclusive Easement Area or permit any construction or other activities outside of the Exclusive Easement Area that would be inconsistent with Grantee’s operation of its electrical facilities.

(c) With respect to the Non-Exclusive Easement Area, Grantee, its successors, and assigns, are granted the following rights:

(i) the right of ingress and egress over, under, across and upon said Non-Exclusive Easement Area and Grantor's adjacent land to the Exclusive Easement Areas. Grantee shall have the right, but not the obligation to grade, improve and maintain the Easement Area with rock, gravel, or pavement at its sole discretion.

(ii) the right to construct, reconstruct, operate, maintain, alter, inspect and patrol (by ground or air), protect, repair, replace, renew, upgrade, relocate within the Non-Exclusive Easement Area, add to the number of, remove and replace electric distribution and transmission facilities, which may consist of poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, communications facilities, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables. The electric transmission facilities may consist of a variable number of towers, poles, wires, guys, anchors and associated fixtures, including the right to enlarge, and may transmit electricity of any voltage or amperage, together with the right to add to said facilities from time to time, and the right to do anything reasonably necessary, useful or convenient for the enjoyment of the Non-Exclusive Easement Area herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Non-Exclusive Easement Area.

(iii) the right to construct, operate, and reconstruct drainage facilities (including necessary ditching and backfilling) in locations approved by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed; enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said facilities and appurtenances; the right to relocate along the same general direction of said facilities. In further use of the Non-Exclusive Easement Area, Grantee shall have a perpetual easement and right of way for drainage, including, but not limited to, the right to maintain an open channel of adequate size to provide all drainage required for the property described on Exhibit B. Grantor waives any rights it may have in the natural course of drainage over, under and between the properties of Grantor and Grantee in so far as Grantee's use of this easement is concerned.

3. Grantee and its successors and assigns, shall have the right, in Grantee's reasonable discretion, to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at Grantee's option, to remove from the Easement Area any and all trees, overhanging branches, vegetation, brush, or other obstructions. Grantee shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement Area, when in the reasonable opinion of Grantee those trees may endanger the safety of, or interfere with the construction, operation or maintenance of Grantee's facilities or ingress or egress to, from or along the Easement Area.

4. Grantee and its successors and assigns are granted the right of unobstructed ingress and egress, at any and all times, on, over, across, along and upon the Easement Area, and across the adjoining lands of Grantor as may be reasonably necessary to access the Easement Area for the above referenced purposes.

5. In no event shall Grantor, its heirs, successors and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. Grantee may, at Grantor's cost, remove any structure or obstruction placed by Grantor within the Easement Area, and may, at Grantee's cost, re-grade any alterations of the ground elevation within the Easement Area. Grantee shall repair or pay Grantor for actual damages to growing crops, fences, gates, field tile, drainage ways, drives, or lawns caused by Grantee in the exercise of the rights herein granted.

6. The failure of Grantee to exercise any of the rights granted herein, including, but not limited to, the removal of any obstructions placed by Grantor from the Easement Area, shall not be deemed to constitute a waiver of the rights granted herein, and the removal of any facilities from the Easement Area shall not be deemed to constitute a permanent abandonment or release of the rights granted herein.

7. The terms and conditions as supplemented by this instrument are the complete agreement, expressed or implied, between the parties hereto and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, licensees, and legal representatives.

8. This instrument may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The signature pages from each counterpart may be removed and attached to one document for purposes of recording this Easement and Right of Way in the real property records of Pittsylvania county, Virginia.

Any remaining space on this page intentionally left blank. See next page(s) for signature(s).

This Easement is executed effective as of this _____ day of _____, 2023.

GRANTOR:

CITY OF DANVILLE, VA

By: _____

Name: _____

Its: _____

State of §

§

County of §

This instrument was acknowledged before me on this _____ day of _____, 2023
by _____, the _____ of City of Danville, VA.

Notary Public

Print Name: _____

Commission Expires: _____

This instrument prepared by Thomas G. St. Pierre, Assistant General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 - for and on behalf of Appalachian Power Company.

EXHIBIT D

Auditor/Key/Tax Number: 2328-93-2214

DRAINAGE EASEMENT AND RIGHT OF WAY

This Drainage Easement (this “Agreement”) is made and entered into by and between **CITY OF DANVILLE, VA** whose address is 427 Patton Street, Danville, Virginia 24541 (“Grantor”), and **APPALACHIAN POWER COMPANY**, a Virginia corporation whose address is 1 Riverside Plaza, Columbus, Ohio 43215 (“Grantee”).

WHEREAS, Grantor has agreed to convey to Grantee an easement for drainage purposes across Grantor’s adjacent property as acquired by deed dated _____, of record at Deed Book _____, Page _____ in the Pittsylvania County Clerk’s Office, for the benefit of both parties,

NOW, THEREFORE, in consideration of the sum of ten dollars, (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed; Grantor does, GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, a non-exclusive, perpetual easement and right of way for drainage, including, but not limited to, the right to maintain an open channel of adequate size to provide all drainage required for the property described on Exhibit B attached hereto and incorporated herein by reference, over, under, across, and upon the land located in Pittsylvania County, Virginia and described in Exhibit A, attached hereto and incorporated herein by reference (the “Easement Area”). The easement shall be 60 feet wide and provide drainage from the Grantee’s adjacent property to the Grantor’s retention pond.

Together with the non-exclusive right of ingress and egress over, under, across and upon said land and Grantor’s adjacent land for the purpose of constructing, operating, reconstructing drainage facilities (including necessary ditching and backfilling) in locations approved by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed; enlarging, inspecting, patrolling, repairing, maintaining, upgrading and removing said facilities and appurtenances; the right to relocate along the same general direction of said facilities and the right to remove from said land all structures, obstructions including trees and parts thereof, which may, in the reasonable judgment of Grantee, endanger or interfere with the safe and efficient operation and maintenance of said facilities or appurtenances. Grantor waives any rights it may have in the natural course of drainage over, under and between the properties of Grantor and Grantee in so far as Grantee’s use of this easement is concerned.

Grantor reserves the right to use the land subject to said easement and right of way in any way that will not interfere with Grantee’s exercise of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns forever.

EXECUTED this ____ day of _____, 2023.

GRANTOR:

CITY OF DANVILLE, VA

By: _____

Name: _____

Its: _____

State of §

§

County of §

This instrument was acknowledged before me on this _____ day of _____, 2023
by _____, the _____ of City of Danville, VA.

Notary Public

Print Name: _____

Commission Expires: _____

This instrument prepared by Thomas G. St. Pierre, Assistant General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 - for and on behalf of Appalachian Power Company.

EXHIBIT E

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (this “Agreement”) is made and entered into this _____ day of _____, 2023, by and between **City of Danville, VA**, whose address is 427 Patton Street, Danville, Virginia 24541 (“Grantor”), and **APPALACHIAN POWER COMPANY**, a Virginia corporation whose address is 1 Riverside Plaza, Columbus, Ohio 43215-2373, a Virginia corporation (“Grantee”).

WITNESSETH:

In consideration of the sum of ten dollars, (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive temporary construction easement for grading (the “Temporary Construction Easement”) through and across Portions of Tax Map numbers 1358-46-2848, 1358-36-9839, and 1358-358704 owned by Grantor situated in Danville, Pittsylvania County, Virginia. Said Temporary Construction Easement contains approximately _____ square feet and is located adjacent to the existing Dan River Research Substation of the Appalachian Power Company site (the “Premises”).

This Temporary Construction Easement shall be in effect for thirty six months beginning on the _____ day of _____, 2023 and concluding on the _____ day of _____, 2023.

As additional consideration for the rights herein granted, Grantee, by its acceptance hereof, agrees to be bound by the following terms and conditions:

1. All work relating to said facilities shall be at Grantee’s sole cost and expense.
2. Grantor excepts and reserves, for itself, its successors and assigns, the right to use, operate, maintain, repair, replace, renew, upgrade, install, or remove, all existing electric lines, access roads, and all other facilities now existing or hereafter installed on the above described Premises.
3. No work done by Grantee in connection with the construction, operation, maintenance, replacement, repairing and removal of said facilities shall disturb or damage the property, fences, gates, drains, ditches, and Grantor’s property markers; and in the event it does, Grantee shall immediately notify Grantor and shall reimburse Grantor for its expense incurred in repairing or replacing said property, fences, gates, drains, ditches and property markers.

This easement is granted subject to all existing outstanding rights, including but not limited to, leases, easements, exceptions, reservations, covenants, conditions, highways, uses, liens, and encumbrances of record affecting the above described land which are now in force and effect, if any, and to any state of facts an examination of the premises or an accurate survey would disclose.

This indenture shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

EXECUTED this ____ day of _____, 2023.

GRANTOR:

CITY OF DANVILLE, VA

By: _____
Name: _____
Its: _____

State of §
 §
County of §

This instrument was acknowledged before me on this ____ day of _____, 2021
by _____, the _____ City of Danville, VA.

Notary Public
Print Name: _____
Commission Expires:_____

This instrument prepared by Thomas G. St. Pierre, Assistant General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 - for and on behalf of Appalachian Power Company.

Line Name:

Line No.: TLN150:00000 Easement No:

EXHIBIT F

EASEMENT AND RIGHT OF WAY

On this _____ day of _____, 2021, in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the covenants hereinafter set forth, **CITY OF DANVILLE, VA**, whose address is 427 Patton Street, Danville, Virginia 24541 ("Grantor"), hereby grants, sells, conveys, and warrants to **APPALACHIAN POWER COMPANY**, a Virginia corporation, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, ("Grantee") and its successors, assigns, a permanent easement and right of way ("Easement") for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across the following described lands of the Grantor, situated in Danville, County of Pittsylvania, State of Virginia.

Auditor/Key/TaxNumber: Portions of Tax Map numbers 1358-46-2848, 1358-36-9839, and 1358-358704

Said lines and facilities shall be constructed within the limits of the Easement Area (hereinafter defined), the centerline of which being said lines and the facilities as constructed. The approximate location is depicted on Exhibit A, attached hereto and incorporated herein (the "Easement Area").

GRANTOR FURTHER GRANTS GRANTEE THE FOLLOWING RIGHTS:

The right, now or in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, patrol, protect, repair, remove, replace, upgrade and relocate within the Easement Area, poles, towers, and structures, made of wood, metal, concrete or other materials, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables; together with the right to add to said facilities from time to time, and the right to do anything reasonably necessary, useful or convenient for the enjoyment of the Easement herein granted. Grantee shall also have the right to install guy wires and anchors outside the Easement Area, and control trees and vegetation interfering with such guys and anchors.

The right, in Grantee's reasonable judgment, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means any and all trees, overhanging branches, vegetation or brush situated within the Easement Area. Grantee shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of Grantee those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

The unexclusive right of unobstructed ingress and egress, at any and all times, over, across and along and upon the Easement Area, and across the adjoining lands of Grantor as may be reasonably necessary for access to and from the Easement Area for the above referenced purposes.

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

The Grantor reserves the right to cultivate annual crops, pasture, construct fences (provided gates are installed that adequately provide Grantee the access rights conveyed herein) and roads or otherwise use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. In no event, however, shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, swimming pools or wells, or permit any alteration of the ground elevation, over, or within the Easement Area. Grantee may, at Grantor's cost, remove any structure or obstruction placed by Grantor within the Easement Area, and may, at Grantee's sole cost and expense, re-grade any alterations of the ground elevation within the Easement Area.

Grantee agrees to repair or pay the Grantor for actual damages sustained by Grantor to trees, crops, fences, gates, irrigation and drainage systems, drives, or lawns that are permitted herein, when such damages arise out of Grantee's exercise of the rights herein granted.

The failure of Grantee to exercise any of the rights granted herein, or the removal of any facilities from the Easement, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

This instrument contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

Any remaining space on this page left intentionally blank. See next page for signatures.

EXECUTED this ____ day of _____, 2023.

GRANTOR:

CITY OF DANVILLE, VA

By: _____

Name: _____

Its: _____

State of §

§

County of §

This instrument was acknowledged before me on this ____ day of _____, 2021
by _____, the _____ of City of Danville, VA.

Notary Public

Print Name: _____

Commission Expires: _____

This instrument prepared by Thomas G. St. Pierre, Assistant General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 - for and on behalf of Appalachian Power Company.

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2023-____.____

A RESOLUTION AUTHORIZING AND APPROVING THE CITY OF DANVILLE, VIRGINIA TO ENTER INTO AN EASEMENT AGREEMENT WITH APPALACHIAN POWER COMPANY FOR LAND ASSOCIATED WITH THE CITY'S FOURTH ELECTRIC DELIVERY POINT.

WHEREAS, the City purchased property adjacent to West Fork Substation in 2022 to allow for the transmission interconnection with Appalachian Power to increase reliability; and

WHEREAS, the land purchased will accommodate the City's expanded West Fork substation and the new Appalachian Power Brosville substation with newly constructed access driveways and stormwater management; and

WHEREAS, Danville Utilities is completing a series of substation upgrades to increase reliability, add redundancy, and increase electric capacity in specific areas of the Danville Utilities service territory.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Danville, Virginia, that it does hereby authorize and approve the City of Danville, Virginia to enter into an easement agreement with Appalachian Power Company that will allow for the construction of the fourth interconnection point in Pittsylvania County with Appalachian Power within the Danville Utilities service territory; and

BE IT FURTHER RESOLVED, by the Council of the City of Danville, Virginia, that the City Manager, be, and is hereby, authorized and directed to execute or sign the easement agreement, and any and all other documents necessary to complete the above referenced transaction.

Approved:

Mayor

Attest:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney

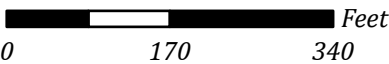


Legend

Layer

- Detention Pond
- Drainage Easements
- Access Roads
- Exclusive Easement
- Limits of Disturbance
- Spoil Stockpile

© 2023 Microsoft Corporation © 2023 Maxar © CNES (2023) Distribution Airbus DS © 2023 TomTom



Disclaimer: This drawing is not an actual survey, and is for general information purposes only.

April 14, 2023



North arrow pointing North (N), South (S), East (E), and West (W).

Page 145 of 181

Council Letter

City of Danville, Virginia



CL - 514

NEW BUSINESS I.

City Council REGULAR MEETING

Meeting Date: June 6, 2023

Subject: Consideration of Amending the Fiscal Year 2023 Budget Appropriation Ordinance to Accept Schoolfield Master Plan Funding from Caesars LLC.

From: Henrietta Weaver, Budget Director

COUNCIL ACTION

An Ordinance Amending the Fiscal Year 2023 Budget Appropriation Ordinance by Increasing Revenues from Caesars Virginia, LLC, Casino Revenues for the Schoolfield Master Plan for an Appropriation in the Amount of \$360,000 and Appropriating the Same.

FIRST READING

SUMMARY

Staff requests that the City Council adopt a budget ordinance accepting and appropriating \$360,000 in revenue from Caesars Virginia, LLC for the cost of the Schoolfield master plan being developed by WRT, LLC.

BACKGROUND

The City's development agreement with Caesars Virginia, LLC includes a provision for a \$360,000 payment to the City following successful passage of the casino referendum. The referendum passed November 2020.

RECOMMENDATION

It is recommended that the City Council adopt the attached ordinance amending the Fiscal Year 2023 Budget Appropriation Ordinance.

Attachments

1. Ordinance
-

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2023 - _____._____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023 BUDGET APPROPRIATION ORDINANCE BY INCREASING REVENUES FROM CAESARS VIRGINIA, LLC, CASINO REVENUES FOR THE SCHOOLFIELD MASTER PLAN FOR AN APPROPRIATION IN THE AMOUNT OF \$360,000 AND APPROPRIATING THE SAME.

WHEREAS, the City anticipates the receipt of \$360,000 from Caesars Virginia, LLC to be used towards the cost of the Schoolfield master plan being development by WRT, LLC; and

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Danville, Virginia, that the Fiscal Year 2023 Budget Appropriation Ordinance be, and the same hereby is, amended, by increasing revenues from Caesars Virginia, LLC in the Economic Development Fund and appropriating same to be as follows:

ANTICIPATED REVENUES

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Schoolfield Site Casino Proceeds	60936000-43645	\$ 360,000

ANTICIPATED EXPENDITURES

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Schoolfield Site	60936999-50	\$ 360,000

BE IT FINALLY ORDAINED, that all other accounts and provisions of the Fiscal Year 2023 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:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney

Council Letter City of Danville, Virginia



CL - 551

NEW BUSINESS J.

City Council REGULAR MEETING

Meeting Date: June 6, 2023

Subject: Consideration of Amending the Fiscal Year Budget Appropriation Ordinance for a Recreation Enrichment Program in the Amount of \$262,494.

From: Charlene Presley, Division Director - Special Recreation

COUNCIL ACTION

An Ordinance Amending the Fiscal Year 2023 Budget Appropriation Ordinance to Provide for Funds in the Amount of \$55,611 for a Recreation Enrichment Program and the Local In-Kind Share of \$206,883 for a Total Appropriation of \$262,494 and Appropriation of Same.

FIRST READING

SUMMARY

The Danville-Pittsylvania Community Services Board will award funds in the amount of \$55,611 to the City's Department of Parks and Recreation for fiscal year 2023 for the Recreation Enrichment Program (REP).

BACKGROUND

The Danville-Pittsylvania Community Services Board will award funds in the amount of \$55,611 to the City's Department of Parks and Recreation. This is a continuation of funding which the city receives each year. With the funds, the Special Recreation Division provides recreation, education, and cultural services for individuals with intellectual impairments. The funds will be matched with in-kind funds of \$206,883 for a total appropriation of \$262,494. The in-kind funds are included in the City's fiscal year 2023 budget.

RECOMMENDATION

It is recommended that City Council adopt an Ordinance appropriating funds to the City's Department of Parks and Recreation.

Attachments

1. Ordinance
-

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2023-____.____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023 BUDGET APPROPRIATION ORDINANCE TO PROVIDE FOR FUNDS IN THE AMOUNT OF \$55,611 FOR A RECREATION ENRICHMENT PROGRAM AND THE LOCAL IN-KIND SHARE OF \$206,883 FOR A TOTAL APPROPRIATION OF \$262,494 AND APPROPRIATION OF SAME.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Danville, Virginia, that the Fiscal Year 2023 Budget Appropriation Ordinance be, and the same is hereby, amended by increasing revenues for funds from Danville-Pittsylvania Community Services to the Department of Parks and Recreation Enrichment Program, Special Recreation Division, in the amount of \$55,611 and in-kind services in the amount of \$206,883 for the purpose of operating a Recreation Enrichment Program to provide services for the individuals with intellectual impairments, appropriating same within the Special Grants Fund, such appropriations be as follows:

ANTICIPATED REVENUES

<u>Description</u>	<u>Account</u>	<u>Amount</u>
Categorical Aid--State: Danville-Pittsylvania Community Services	60299000-45620	\$55,611
Local Share: In-Kind Services Recreation Enrichment Program	60300000-44890	<u>\$206,883</u>
	Total	<u>\$262,494</u>

ANTICIPATED EXPENDITURES

<u>Description</u>	<u>Account</u>	<u>Amount</u>
Recreation Enrichment	60299999-50	<u>\$55,611</u>

Recreation Enrichment-

In-Kind:

Salaries & Wages	60300000-59500	\$161,727
FICA Taxes	60300000-59510	\$ 12,201
Retirement-ERS	60300000-59520	\$ 2,600
Utilities	60300000-59625	\$ 10,983
Telephone	60300000-59635	\$ 1,030
Automotive/Motor Pool Rental	60300000-59615	\$ 12,000
Group Hospital Insurance	60300000-59530	\$ 6,342
	Sub-Total	<u>\$206,883</u>
	Total	<u>\$262,494</u>

AND BE IT FURTHER ORDAINED, that all other accounts and provisions of the Fiscal Year 2023 Budget Appropriation Ordinance not hereby amended shall continue in full force and effect unless and until hereafter further amend or repealed; and

BE IT FINALLY ORDAINED, that this appropriation shall be continuing appropriation and such appropriation shall carry forward from year to year until such funds are expended for the purpose for which they were appropriated.

Approved:

Mayor

Attest:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney

Council Letter

City of Danville, Virginia



CL - 504

NEW BUSINESS K.

City Council REGULAR MEETING

Meeting Date: June 6, 2023

Subject: Consideration of the City of Danville Budget, CSP, and Budget Appropriation Ordinance.

From: Henrietta Weaver, Budget Director

COUNCIL ACTION

1. Public Hearing
2. A Resolution Approving the Budgets of the Various Funds of the City of Danville for the Fiscal Year Ending June 30, 2024.
FIRST READING
3. A Resolution Approving the Fiscal Year 2024 Capital and Special Projects Plan for the City of Danville, Virginia.
FIRST READING
4. Budget Appropriation Ordinance For Fiscal Year 2024.
FIRST READING

SUMMARY

The Public Hearing for the Budget of the City of Danville and Capital and Special Projects (CSP) is scheduled to be held on June 6, 2023.

BACKGROUND

The City Manager presented the Fiscal Year 2024 Proposed Budget in early March 2023. City Council held meetings with City staff in April to review and make modifications to the proposed budget. City Council's Introductory Budget was presented for public review on April 30, 2023; a public hearing is scheduled for June 6, 2023.

A public hearing will be held May 2, 2023 for rate adjustments in Utility Funds. A public hearing will be held May 16, 2023 for proposed rate and fee increases in the following areas: zoning verification letter fee in Community Development, various fees in the Fire Department, rental fees for Parks and Recreation facilities, and rate changes in Sanitation.

The schedule of authorized full-time 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 to the various funds for Fiscal Year 2024.

Attachments

1. Budget Resolution
 2. Resolution - Capital and Special Projects
 3. Budget Appropriation Ordinance
 4. Authorized Positions
-

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2023-_____._____

A RESOLUTION APPROVING THE BUDGETS OF THE VARIOUS FUNDS OF THE CITY OF DANVILLE FOR THE FISCAL YEAR ENDING JUNE 30, 2024.

WHEREAS, the Budget of and for the City of Danville for Fiscal year 2024 has been prepared and introduced by the City Manager and received and considered by the Council, including the Budgets for the following funds:

Fund	Proposed Expenditure	Contribution/ Transfer to (from) General Fund
General Fund	\$ 139,698,250	\$
VDOT Special Revenue Fund	12,640,090	
Wastewater	14,324,630	705,760
Water	10,923,940	966,300
Gas	28,803,460	3,199,330
Power & Light	143,202,660	10,635,610
Telecommunications	1,057,420	81,000
Transportation	6,264,170	
Central Services	309,940	
Motorized Equipment	5,615,330	
Insurance Fund	4,117,700	
Sanitation Fund	4,684,190	
Cemetery Fund	1,119,180	

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, 2024 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:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2023____.____

A RESOLUTION APPROVING THE FISCAL YEAR 2024 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 and bond anticipation notes 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 2024 is for planning purposes and does not obligate or commit the City to projects included in the plan beyond Fiscal Year 2024.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Danville, Virginia that the Fiscal Year 2024 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:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2023____.____

**BUDGET APPROPRIATION ORDINANCE
FOR FISCAL YEAR 2024**

WHEREAS, the Budget of and for the City of Danville for Fiscal Year 2024 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 6, 2023 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 2024.

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, 2023 and ending June 30, 2024, be, and the same hereby are, as follows:

I. GENERAL FUND

Estimated Revenue FY 2024	\$ 139,698,250
Appropriations	<u>139,698,250</u>
Unappropriated	<u>-0-</u>

II. VDOT STREET MAINTENANCE FUND

Estimated Revenue FY 2024	\$ 12,640,090
Appropriations	<u>12,640,090</u>
Unappropriated	<u>-0-</u>

III. UTILITY FUNDS

	Wastewater	Water	Gas	Electric	Telecommunications
Operating Revenues	\$ 10,089,190	9,147,200	27,587,320	134,590,080	686,350
Expenditures	<u>13,618,870</u>	<u>9,957,640</u>	<u>25,604,130</u>	<u>132,567,050</u>	<u>976,420</u>
Excess Revenues Over (Under)					
Expenditures	(3,529,680)	(810,440)	1,983,190	2,023,030	(290,070)
Add:					
Depreciation	1,959,530	1,494,790	1,554,450	8,104,400	437,520
Contribution/Transfer (To)/From General Fund	<u>(705,760)</u>	<u>(966,300)</u>	<u>(3,199,330)</u>	<u>(10,635,610)</u>	<u>(81,000)</u>
Increase (Decrease In Fund Balance	\$ (2,275,910)	(281,950)	338,310	(508,180)	66,450

IV. OTHER FUNDS

	Transportation	Central Services	Motorized Equipment	Insurance	Sanitation	Cemetery
Operating Revenues	\$ 5,211,220	296,220	4,260,940	4,144,260	4,069,880	1,096,080
Expenditures	<u>6,264,170</u>	<u>309,940</u>	<u>5,615,330</u>	<u>4,117,700</u>	<u>4,684,190</u>	<u>1,119,180</u>
Excess Revenues Over (Under)						
Expenditures	(1,052,950)	(13,720)	(1,354,390)	26,560	(614,310)	(23,100)
Add:						
Depreciation	618,260	11,880	783,010		181,920	
Contribution/Transfer (To)/From General Fund	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
Increase (Decrease In Fund Balance	\$ (434,690)	(1,840)	(571,380)	26,560	(423,390)	(23,100)

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 from Grants-in-Aid	Utility Grants-in-Aid of Construction
P/W Street Maintenance	VDOT Street & Hwy Maintenance
Social Services	State Categorical Aid – Department of Social Services
Mass Transit Fund	State & Federal Categorical Aid – Transportation
Police/Fire/PRT Departments Extra Pay	Recoveries – Extra Pay
Police Department	Federal & State Forfeiture Funds
Police Department Investigation Expense	Interest Earned – Unexpended Federal & State Forfeiture Funds
Commonwealth Attorney Prosecution Expense – State	Forfeited Funds and Interest Earned on Forfeited Funds
HAZMAT Reimbursable Expenditures	Emergency Services Funds
Older Americans Title IIIB	Program Income
Older Americans Title IIID	Program Income
Economic Development Projects	Proceeds from Sale of Buildings or Property

<u>Appropriation</u>	<u>Revenue</u>
Human Resources Wellness Program Expenditures	Wellness Recovery Funds
Grant Funds	State/Federal Funding & Private Donations
Clerk of Court – Index/Records	Virginia Supreme Court – Technology Trust Fund
Community Development Fund CDBG-Rehab-Private Property HOME-Rehab-Private Property	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, 2023.

4. The accounting for funds designated within all funds as unanticipated grants/donations not exceeding \$100,000 and requiring no local funding are authorized for expenditure/assignment within the appropriate fund ***unless council action is required by the Grantor***. Unanticipated grants/donations more than \$100,000 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, 2023, be, and the same are hereby, authorized.

6. Any deficit resulting from the operations of the Cemetery Enterprise Fund and Motorized Equipment 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, 2023 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 2024 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 Chief Financial Officer 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 2023 and in prior years for the City or School System which were encumbered by purchase order or contract as of June 30, 2023, 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

CARES Act Funds

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. Transfers from the Casino holding account are authorized to be posted to projects and operations as approved by City Council Resolution.

16. At the discretion of the City Manager or the Budget Director in collaboration with the Chief Financial Officer, expenditures in excess of the amount budgeted for Group Health Insurance, in part or in whole, can be financed by a transfer from the Insurance Fund, if sufficient reserves are available in the Insurance Fund.

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

18. Authorization for appropriation of Children's Services Act (CSA) Revenues reserved from prior fiscal year in Special Revenue Fund - Undesignated.

19. 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.

20. Authorization to carry forward unencumbered appropriation for Support of Public Schools as of June 30, 2023.

21. Authorization for the City to transfer any unencumbered funds for Support of Public Schools from Schools Operations account to School Capital Projects in the Capital Projects Fund as requested by Schools.

22. 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.

23. 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.

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

25. City Manager, Deputy City Manager, or Budget Director 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.

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

27. 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.

28. This Ordinance shall become and be effective on and as of July 1, 2023.

AND BE IF FINALLY ORDAINED that a transfer from the Budget Stabilization Fund up to \$3,000,000 is hereby authorized to cover various revenue shortfalls per the guidelines of the Budget Stabilization Fund Policy.

Approved:

Mayor

Attest:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney

CITY OF DANVILLE
FY 2024 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS

FTE = Full-time Equivalent

Fiscal Year 2023			Fiscal Year 2024			POSITION TITLE
Full-Time Positions	Part-Time FTEs	Totals	Full-Time Positions	Part-Time FTEs	Totals	
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	Multimedia Manager
1		1.0	1		1.0	Public Information Officer (Funded by Utilities)
1		1.0	1		1.0	Youth & Gang Violence Coordinator
4		4.0	4		4.0	Y&G Viol Prev Outreach Worker (3 grant funded)
1		1.0	1		1.0	Community Liaison
1		1.0	1		1.0	Asst Y&G Violence Prevention Coordinator
-		-	-		-	Director of Budget
1		1.0	-		-	Housing Coordinator
-		-	-		-	Executive Assistant
1		1.0	1		1.0	Executive Secretary
15	-	15.0	14	-	14.0	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	Deputy City Attorney
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
*50% funded by Utilities						
COMMUNITY DEVELOPMENT DEPARTMENT						
Community Development Fund (12110)						
1		1.0	1		1.0	Housing and Redevelopment Specialist
1		1.0	1		1.0	Housing and Development Division Director
2		2.0	2		2.0	Cost Estimator/Inspector
		-	1		1.0	LEAD Cost Estimator/Inspector (grant funded)
1		1.0	1		1.0	LEAD Safe Assessor (grant funded)
1		1.0	1		1.0	LEAD Safe Program Manager (grant funded)
1		1.0	1		1.0	Housing Grant & Environmental Review Specialist
1		1.0	1		1.0	Senior Account Clerk
1		1.0	1		1.0	Secretary
9		9.0	10		10.0	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 2024 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS

FTE = Full-time Equivalent

Fiscal Year 2023			Fiscal Year 2024			POSITION TITLE
Full-Time Positions	Part-Time FTEs	Totals	Full-Time Positions	Part-Time FTEs	Totals	
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
2		2.0	2		2.0	Electrical Inspector
2		2.0	2		2.0	Building Inspector
4		4.0	6		6.0	Property Maintenance Inspector
1		1.0	1		1.0	Property Maintenance Code Supervisor
1		1.0	1		1.0	Permit Technician
14	-	14.0	16	-	16.0	Sub-Total
Planning Office (01715)						
1		1.0	1		1.0	Division Director of Planning
3		3.0	3		3.0	Combination of: Senior Planner Associate Planner Planning Technician
4	-	4.0	4	-	4.0	Sub-Total
30	-	30	33	-	33	TOTAL COMMUNITY DEVELOPMENT DEPARTMENT
Social Services Department (01520)						
1		1.0	1		1.0	Director of Social Services
1		1.0	1		1.0	Division Director of Training and Operations
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
1		1.0	1		1.0	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
1		1.0	1		1.0	Fraud Investigator
		-	1		1.0	Senior Administrative Assistant
3		3.0	2		2.0	Administrative Assistant (One Grant Funded)
7		7.0	7		7.0	Employment Services Worker
2		2.0	2		2.0	Sr Employment Services Worker
32	1.7	33.7	34	0.6	34.6	Eligibility Worker
1		1.0	1		1.0	Secretary
1		1.0	1		1.0	Senior Account Clerk
12		12.0	12		12.0	Senior Administrative Specialist
1		1.0	1		1.0	Social Service Aide
1		1.0	1		1.0	Employment Service Aide
-	0.6	0.6	-	0.6	0.6	Administrative Specialist
99	2.3	101.3	101	1.1	102.1	TOTAL SOCIAL SERVICES DEPARTMENT

CITY OF DANVILLE
FY 2024 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS

FTE = Full-time Equivalent

Fiscal Year 2023			Fiscal Year 2024			POSITION TITLE
Full-Time Positions	Part-Time FTEs	Totals	Full-Time Positions	Part-Time FTEs	Totals	
			ECONOMIC DEVELOPMENT DEPARTMENT			
			Economic Development (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	Marketing Coordinator
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
6	-	6.0	6	-	6.0	Sub-Total
			Tourism (01181)			
1		1.0	1		1.0	Tourism Sales Coordinator
1		1.0	1		1.0	Tourism Manager
2	-	2	2	-	2	Sub-Total
			Visitor Center (01182)			
1		1.0	1		1.0	Visitor Center Manager
	1.3	1.3		1.3	1.3	Combination of: Travel Counselor I Travel Counselor II
1	1.3	2.3	1	1.3	2.3	Sub-Total
9	1.3	10.3	9	1.3	10.3	TOTAL ECONOMIC DEVELOPMENT DEPARTMENT
			FINANCE DEPARTMENT			
			Customer Accounts (01226)			
1		1.0	1		1.0	Division Director of Customer Accounts
1		1.0	1		1.0	Coll Cust Acct Mgr
1		1.0	1		1.0	Delinquent Collections Coordinator
2		2.0	2		2.0	Senior Collections Clerk
12		12.0	12		12.0	Customer Account Representative
5		5.0	5		5.0	Cashier
1		1.0	1		1.0	Serv/Bill Cust Acct Mgr
1		1.0	1		1.0	Sr Customer Service/Training Representative
6		6.0	6		6.0	Combination of: Senior Utility Billing Clerk Utility Special Billing Clerk Utility Billing Clerk
30	-	30	30	-	30	Sub-Total
			Central Services Fund (42110)			
1		1.0	1		1.0	Print Shop Supervisor
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	Chief Financial Officer
1		1.0	1		1.0	Administrative Assistant
2	-	2.0	2	-	2.0	Sub-Total

CITY OF DANVILLE
FY 2024 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS

FTE = Full-time Equivalent

Fiscal Year 2023			Fiscal Year 2024			POSITION TITLE
Full-Time Positions	Part-Time FTEs	Totals	Full-Time Positions	Part-Time FTEs	Totals	
						Accounting (01205)
1		1.0	1		1.0	Assistant Director of Finance
1		1.0	1		1.0	Business Systems Accountant
4		4.0	4		4.0	Combination of: Accountant I Accountant II Accountant III
1		1.0	1		1.0	Payroll Technician
3		3.0	3		3.0	Combination of: Account Clerk Senior Account Clerk
10	-	10.0	10	-	10.0	Sub-Total
						Internal Auditor (01208)
1	-	1.0	1	-	1.0	Senior Internal Auditor
						Budget (01210)
1	-	1.0	1	-	1.0	Director of Budget
						Purchasing (01215)
1		1.0	1		1.0	Division Director of Purchasing
1		1.0	1		1.0	Procurement Officer
2		2.0	2		2.0	Combination of: Senior Purchasing Clerk 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
57	-	57	57	-	57	TOTAL FINANCE DEPARTMENT
						FIRE DEPARTMENT
						Emergency Communications (01330)
1		1.0	1		1.0	Emergency Communications Manager
4		4.0	4		4.0	Emergency Telecommunications Supervisor
16	0.3	16.3	16	0.3	16.3	Combination of: Emergency Telecommunicator I Emergency Telecommunicator II
21	0.3	21.3	21	0.3	21.3	Sub-Total

CITY OF DANVILLE
FY 2024 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS

FTE = Full-time Equivalent

Fiscal Year 2023			Fiscal Year 2024			POSITION TITLE
Full-Time Positions	Part-Time FTEs	Totals	Full-Time Positions	Part-Time FTEs	Totals	
Fire (01320)						
1		1.0	1		1.0	Fire Chief
2		2.0	2		2.0	Deputy Fire Chief
3		3.0	3		3.0	Fire Battalion Chief
1		1.0	1		1.0	Division Chief Training & Safety
1		1.0	1		1.0	Division Chief Fire Marshal
1		1.0	1		1.0	Community Risk Reduction Specialist/Educator
27		27.0	27		27.0	Combination of: Fire Captain Fire Lt./Asst. Training Officer
1		1.0	1		1.0	Assistant Fire Marshal
24		24.0	24		24.0	Fire Fighter/Engineer
1		1.0	1		1.0	Fire Support Administrator
60	-	60.0	60	-	60.0	Fire Fighter
1		1.0	1		1.0	Fire Logistics Officer
1		1.0	1		1.0	Administrative Assistant
1		1.0	1		1.0	Senior Secretary
125	-	125.0	125	-	125.0	Sub-Total
146	0.3	146.3	146	0.3	146.3	TOTAL FIRE DEPARTMENT
Circuit Court (01155)						
1		1.0	1		1.0	Law Clerk
1		1.0	2		2.0	Judicial Assistant
1		1.0	-		-	Legal Secretary
3	-	3.0	3	-	3.0	TOTAL CIRCUIT COURT
Human Resources (01110)						
1		1.0	1		1.0	Director of Human Resources
1		1.0	1		1.0	HR Training & Business Systems Manager
3		3.0	3		3.0	Combination of: Organization Development Consultant HR Business Partner I HR Business Partner II
2		2.0	2		2.0	Combination of: Human Resources Coordinator I Human Resources Coordinator II
1		1.0	1		1.0	Human Resource Assistant
8	-	7.0	8	-	8.0	TOTAL HUMAN RESOURCES
Information Technology (01250)						
1		1.0	1		1.0	Chief Information Officer
22		22.0	22		22.0	Combination of: Deputy Chief Information Officer Division Director of Application Solutions Division Director of Infrastructure & Operations Division Director of Client Services IT Project Manager Client Solutions Specialist I Client Solutions Specialist II Client Solutions Specialist III Network Engineer Network Administrator I Network Administrator III

FTE = Full-time Equivalent

Page 171 of 181

CITY OF DANVILLE
FY 2024 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS

FTE = Full-time Equivalent

Fiscal Year 2023			Fiscal Year 2024			POSITION TITLE
Full-Time Positions	Part-Time FTEs	Totals	Full-Time Positions	Part-Time FTEs	Totals	
2		2.0	2		2.0	Alternative Detention Case Worker (Grant Funded)
30	2.6	32.6	30	2.6	32.6	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
51	2.7	53.7	51	2.7	53.7	Sub-Total
Police (01310)						
1		1.0	1		1.0	Police Chief
1		1.0	1		1.0	Police Lieutenant Colonel
2		2.0	2		2.0	Police Assistant Chief
4		4.0	4		4.0	Police Captain
10		10.0	10		10.0	Police Lieutenant
12		12.0	12		12.0	Police Sergeant
17		17.0	17		17.0	Police Corporal
83		83.0	83		83.0	Combination of: Police Officer (Four positions unfunded) Community Engagement Specialist SRO / Police Officer (grant funded)
1		1.0	1		1.0	Accreditation Manager
1		1.0	1		1.0	Community Relations Liaison
1		1.0	1		1.0	Police Public Relations Specialist
1		1.0	1		1.0	Quarter Master
1		1.0	1		1.0	Police Records & Technology Mgr
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	Senior Administrative Assistant
2		2.0	2		2.0	Animal Control Officer
2		2.0	2		2.0	Secretary
1		1.0	1		1.0	Senior Secretary
4		4.0	4		4.0	Police Records Clerk
1		1.0	1		1.0	Crime Analyst
	0.4	0.4		0.4	0.4	Police Recruiter Investigator
	0.6	0.6		0.6	0.6	Parking Attendant
		-	2		2.0	Custodian
	2.1	2.1		2.1	2.1	School Crossing Guard
148	3.0	151.0	150	3.0	153.0	Sub-Total
237	7.5	244.5	239	7.5	246.5	TOTAL POLICE DEPARTMENT
PARKS & RECREATION DEPARTMENT						
Parks & Recreation - Administration (01600)						
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 Project Manager
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	Administrative Assistant
1		1.0	1		1.0	Senior Secretary
1		1.0	2		2.0	Secretary
2		2.0	2		2.0	Custodian
1		1.0			-	Administrative Specialist
	0.7	0.7		0.7	0.7	Recreation Program Supervisor

CITY OF DANVILLE
FY 2024 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS

FTE = Full-time Equivalent

Fiscal Year 2023			Fiscal Year 2024			POSITION TITLE
Full-Time Positions	Part-Time FTEs	Totals	Full-Time Positions	Part-Time FTEs	Totals	
	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
13	1.2	14.2	13	1.2	14.2	Sub-Total
Athletics (01620)						
1		1.0	1		1.0	Division Director of Athletics
2		2.0	2		2.0	Program Coordinator
		-	1		1.0	Senior Administrative Specialist
1		1.0	-		-	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
	1.5	1.5		1.5	1.5	Recreation Facility Operator
4	3.5	7.5	4	3.5	7.5	Sub-Total
Community Recreation (01605)						
1		1.0	1		1.0	Division Director of Community Recreation
4		4.0	4		4.0	Program Coordinator
1		1.0	1		1.0	Recreation Grants Specialist (Grant Funded)
-	0.9	0.9	-	0.9	0.9	Custodian
		-	1		1.0	Senior Administrative Specialist
1		1.0	-		-	Administrative Specialist
	1.1	1.1		1.1	1.1	Recreation Aide
	1.4	1.4		1.4	1.4	Recreation Leader
	1.3	1.3		1.3	1.3	Recreation Program Supervisor
	0.2	0.2		0.2	0.2	Recreation Instructor
	1.1	1.1		1.1	1.1	Recreation Site Supervisor
	0.6	0.6		0.6	0.6	Recreation Facility Operator
7.0	6.6	13.6	7.0	6.6	13.6	Sub-Total
Park Maintenance (01630)						
1		1.0	1		1.0	Division Director of Parks Maintenance
2		2.0	2		2.0	Parks Supervisor
11		11.0	11		11.0	Combination of: Park Maintenance Technician Parks Groundskeeper II Parks Groundskeeper I Motor Equipment Operator I
-	2.8	2.8	-	2.8	2.8	Public Service Worker
1		1.0	1		1.0	Public Service Worker/Operator
15	2.8	17.8	15	2.8	17.8	Sub-Total

CITY OF DANVILLE
FY 2024 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS

FTE = Full-time Equivalent

Fiscal Year 2023			Fiscal Year 2024			POSITION TITLE
Full-Time Positions	Part-Time FTEs	Totals	Full-Time Positions	Part-Time FTEs	Totals	
						Special Recreation (01610)
1		1.0	1		1.0	Division Director of Special Recreation
4		4.0	4		4.0	Program Coordinator
1		1.0	1		1.0	Special Population Assistant
1	0.5	1.5	1	0.5	1.5	Custodian
1		1.0	1		1.0	Senior Account Clerk
	1.5	1.5		1.5	1.5	Administrative Specialist
	1.1	1.1		1.1	1.1	Recreation Leader
3	2.3	5.3	3	2.3	5.3	Recreation Program Supervisor
	1.0	1.0		1.0	1.0	Recreation Aide
	0.2	0.2		0.2	0.2	Van Driver
	0.2	0.2		0.2	0.2	Recreation Instructor
11	6.7	17.7	11	6.7	17.7	Sub-Total
						Public Library (01540)
1		1.0	1		1.0	Division Director of Library
1		1.0	1		1.0	Adult Services Coordinator
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
3		3.0	3		3.0	Library Services Specialist
3	5.1	8.1	3	5.1	8.1	Information Specialist
1		1.0	1		1.0	Senior Administrative Specialist
	0.4	0.4		0.4	0.4	Law Library Information Specialist
1		1.0	1		1.0	Library Technology Specialist
14	5.5	19.5	14	5.5	19.5	Sub-Total
64	26.3	90.3	64	26.3	90.3	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: Motor Equipment Operator I Groundskeeper Public Service Worker Public Service Worker/Operator
13	-	13.0	13	-	13.0	Sub-Total
						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
7		7.0	7		7.0	Combination of: Senior Administrative Assistant Administrative Assistant Dispatcher Senior Account Clerk Senior Secretary Account Clerk
9	-	9.0	9	-	9.0	Sub-Total

CITY OF DANVILLE
FY 2024 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS

FTE = Full-time Equivalent

Fiscal Year 2023			Fiscal Year 2024			POSITION TITLE
Full-Time Positions	Part-Time FTEs	Totals	Full-Time Positions	Part-Time FTEs	Totals	
						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
9		9.0	9		9.0	Combination of: Senior Custodian Custodian
19	-	19.0	19	-	19.0	Sub-Total
						Motorized Equipment (Fund 44) (44110)
2		2.0	2		2.0	Equipment Maintenance Supervisor
16		16.0	16		16.0	Combination of: Automotive Service Attendant Heavy Equipment Mechanic Automotive Equipment Mechanic III Welder Automotive Equipment Mechanic II Automotive Service Technician Automotive Equipment Mechanic I Transit Mechanic
18	-	18.0	18	-	18.0	Sub-Total
						Motorized Equipment-Communications (Fund 44) (44120)
1		1.0	1		1.0	Communications Systems Manager
						Motorized Equipment-Warehouse (Fund 44) (44130)
2		2.0	2		2.0	Public Works Warehouse Stock Clerk
						P/W Sewer Maintenance (Fund 51) (51210)
1		1.0	1		1.0	General Supervisor
1		1.0	1		1.0	P/W 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 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	Combination of: Sanitation Operator I Sanitation Operator II

CITY OF DANVILLE
FY 2024 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS

FTE = Full-time Equivalent

Fiscal Year 2023			Fiscal Year 2024			POSITION TITLE
Full-Time Positions	Part-Time FTEs	Totals	Full-Time Positions	Part-Time FTEs	Totals	
						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-Res. Refuse Collection (Fund 58) (58110)
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 PW Crew Supervisor Public Service Worker 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: PW Crew Supervisor Sanitation Operator I Sanitation Operator II Public Service Worker Public Service Worker/Operator
8		8.0	8		8.0	
						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 PW Project Manager
7		7.0	7		7.0	Combination of: Construction Inspections Supervisor Survey Party Supervisor Public Works GIS/CAD Engineering Technician Public Works Project Engineer Construction Inspector Sr Engineering Technician Engineering Aide Engineering Technician
12	-	12.0	12	-	12.0	Sub-Total

CITY OF DANVILLE
FY 2024 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS

FTE = Full-time Equivalent

Fiscal Year 2023			Fiscal Year 2024			POSITION TITLE
Full-Time Positions	Part-Time FTEs	Totals	Full-Time Positions	Part-Time FTEs	Totals	
						P/W VDOT- Grounds Maintenance (Fund 15-247) (15130)
1		1.0	1		1.0	General Supervisor
1		1.0	1		1.0	P/W Crew Supervisor
15		15.0	15		15.0	Combination of: Horticulturist Motor Equipment Operator III Motor Equipment Operator II Motor Equipment Operator I Public Service Worker Public Service Worker/ Operator 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 Public Service Worker/ Operator Motor Equipment Operator III Motor Equipment Operator II Motor Equipment Operator I
7	-	7.0	7	-	7.0	Sub-Total
						P/W VDOT-Street Maintenance (Fund 15-247) (15120)
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	P/W Crew Supervisor
1		1.0	1		1.0	Code Enforcement Inspector
1		1.0	1		1.0	Application Specialist I
26		26.0	26		26.0	Combination of: Heavy Equipment Operator Construction Inspector Motor Equipment Operator III Motor Equipment Operator II Motor Equipment Operator I Public Service Worker Public Service Worker/ Operator Groundskeeper
35	-	35.0	35	-	35.0	Sub-Total
						P/W VDOT-Traffic Control (Fund 15-244) (15115)
1		1.0	1		1.0	General Supervisor
1		1.0	1		1.0	Traffic Control Crew Supervisor
1		1.0	1		1.0	Sign Technician
6		6.0	6		6.0	Combination of: Senior Traffic Signal Technician Traffic Signal Technician Motor Equipment Operator III Motor Equipment Operator II Motor Equipment Operator I Public Service Worker Public Service Worker/ Operator
9	-	9.0	9	-	9.0	Sub-Total
180	-	180	180	-	180	TOTAL PUBLIC WORKS DEPARTMENT

CITY OF DANVILLE
FY 2024 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS

FTE = Full-time Equivalent

Fiscal Year 2023			Fiscal Year 2024			POSITION TITLE
Full-Time Positions	Part-Time FTEs	Totals	Full-Time Positions	Part-Time FTEs	Totals	
TRANSPORTATION DEPARTMENT						
Airport (01350)						
1		1.0	1		1.0	Senior Administrative Assistant
1		1.0	1		1.0	Transportation Building & Grounds Superintendent
3	3.2	6.2	3	3.2	6.2	Combination of: Airport Maintenance Security Tech II Airport Maintenance Security Tech I
5	3.2	8.2	5	3.2	8.2	Sub-Total
Mass Transit (Fund 56) (56110)						
1		1.0	1		1.0	Director of Transportation Services
3		3.0	3		3.0	Transportation Supervisor
1		1.0	1		1.0	Senior Administrative Assistant
2		2.0	2		2.0	Transportation Dispatcher
1		1.0	1		1.0	Senior Account Clerk
1		1.0	1		1.0	Transportation Grants Specialist
1		1.0	1		1.0	Transportation Grant Assistant (grant funded)
30	4.9	34.9	30	4.9	34.9	Combination of: Transit Driver I Transit Driver II Van Driver (Senior Grant) PT Bus Attendant (Grant) PT Administrative Specialist (PT) Account Clerk (PT)
2		2.0	2		2.0	Account Clerk
42	4.9	46.9	42	4.9	46.9	Sub-Total
47	8.1	55.1	47	8.1	55.1	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	Facilities & Fleet Manager
1		1.0	1		1.0	IT Scada Systems Analyst
1		1.0	1		1.0	Energy Advisor
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	Senior Secretary
1		1.0	1		1.0	Accountant II
1		1.0	1		1.0	Training & Safety Manager
1		1.0	1		1.0	Utilities Warehouse Manager
1		1.0	1		1.0	Custodian
2		2.0	2		2.0	Senior Account Clerk
3		3.0	3		3.0	Warehouse Stock Clerk
11	-	11.0	11	-	11.0	Sub-Total
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

CITY OF DANVILLE
FY 2024 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS

FTE = Full-time Equivalent

Fiscal Year 2023			Fiscal Year 2024			POSITION TITLE
Full-Time Positions	Part-Time FTEs	Totals	Full-Time Positions	Part-Time FTEs	Totals	
						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
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 Analyst
2		2.0	2		2.0	Gas Control Technician
3	-	3.0	3	-	3.0	Sub-Total
						Water & Gas Distribution (Fund 53) (53220)
1		1.0	1		1.0	Water and Gas Distribution Superintendent
6		6.0	6		6.0	Combination of: Water and Gas Crew Supervisor W&G Construction Crew Supervisor Water and Gas Welder/Crew Supervisor
15		15.0	15		15.0	Combination of: Heavy Equipment Operator Utilities Pipeline Technician III Utilities Pipeline Technician II Utilities Pipeline Technician I Construction Worker
22	-	22.0	22	-	22.0	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	Water Project Manager
1		1.0	1		1.0	Construction Inspector
2		2.0	2		2.0	Combination of: Water and Gas GIS Engineer Tech. Water and Gas Senior GIS/CAD Technician
8	-	8	8	-	8	Sub-Total
						Water & Gas Meters & Regulators (Fund 53) (53240)
1		1.0	1		1.0	Water & Gas Systems Control Superintendent
2		2.0	2		2.0	Water and Gas Meter Tech.
3	-	3.0	3	-	3.0	Sub-Total

CITY OF DANVILLE
FY 2024 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS

FTE = Full-time Equivalent

Fiscal Year 2023			Fiscal Year 2024			POSITION TITLE
Full-Time Positions	Part-Time FTEs	Totals	Full-Time Positions	Part-Time FTEs	Totals	
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	
Electric Distribution (Fund 54) (54120)						
1		1.0	1		1.0	Electric Distribution Superintendent
5		5.0	5		5.0	Electric Line Crew Supervisor
2		2.0	2		2.0	Inspector-Contractor Manager
22		22.0	22		22.0	Combination of: Electric Line Technician III Electric Line Technician II Electric Line Technician I Electric Ground Worker
2		2.0	2		2.0	Electric OH/UG Equipment Operator
3		3.0	3		3.0	Electric Right of Way Trimmer
1		1.0	1		1.0	Dispatcher
36	-	36.0	36	-	36.0	Sub-Total
Electric Engineering (Fund 54) (54110)						
1		1.0	1		1.0	Electric Engineering Tech 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
1		1.0	1		1.0	Senior Electric Engineer
1		1.0	1		1.0	Electric Engineer
1		1.0	1		1.0	Senior Secretary
11	-	11.0	11	-	11.0	Sub-Total
Electric Meters (Fund 54) (54140)						
1		1.0	1		1.0	Electric Meter Supervisor
1		1.0	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
5	-	5.0	5	-	5.0	Sub-Total
Electric Substations (Fund 54) (54130)						
1		1.0	1		1.0	Electric Substation Supervisor
1		1.0	1		1.0	Utility Operator Supervisor
11		11.0	11		11.0	Combination of: Utility Operator Electric Substation Technician
13	-	13.0	13	-	13.0	Sub-Total

CITY OF DANVILLE
FY 2024 PROPOSED AUTHORIZED FULL-TIME AND PART-TIME FTE POSITIONS

FTE = Full-time Equivalent

Fiscal Year 2023			Fiscal Year 2024			POSITION TITLE
Full-Time Positions	Part-Time FTEs	Totals	Full-Time Positions	Part-Time FTEs	Totals	
						Telecommunications (Fund 55) (55110)
1		1.0	1		1.0	Division Director of Telecommunications
1		1.0	1		1.0	Broadband Network Engineering Technician
2	-	2.0	2	-	2.0	Sub-Total
145.0	-	145.0	145.0	-	145.0	TOTAL UTILITIES DEPARTMENT
CONSTITUTIONAL OFFICES						
2.0	1.1	3.1	2.0	1.1	3.1	Registrar
11.0	1.0	12.0	12.0	0.5	12.5	Commissioner of the Revenue
4.0		4.0	4.0		4.0	City Treasurer
87.0	1.6	88.6	87.0	1.6	88.6	Sheriff's Office
20.0		20.0	19.0		19.0	Commonwealth Attorney
16.0		16.0	16.0		16.0	Clerk of Circuit Court
140.0	3.7	143.7	140.0	3.2	143.2	TOTAL CONSTITUTIONAL OFFICES
1,209.0	49.4	1,258.4	1,215.0	47.7	1,262.7	GRAND TOTAL
OTHER ELECTED OFFICIALS (Part-time)						
Not included in totals below						
0.0	8.0	8.0	0.0	8.0	8.0	Council Members
0.0	1.0	1.0	0.0	1.0	1.0	Mayor
0.0	9.0	9.0	0.0	9.0	9.0	TOTAL OTHER ELECTED OFFICIALS
FUND TOTALS						
717.0	40.8	757.8	722.0	39.6	761.6	General Fund (does not include Constitutional Offices)
80.0	0.0	80.0	80.0	0.0	80.0	VDOT Fund
4.0	0.0	4.0	4.0	0.0	4.0	Central Services
21.0	0.0	21.0	21.0	0.0	21.0	Motorized Equipment
42.0	4.9	46.9	42.0	4.9	46.9	Transportation Fund
27.0	0.0	27.0	27.0	0.0	27.0	Sanitation Fund
13.0	0.0	13.0	13.0	0.0	13.0	Cemetery Fund
11.0	0.0	11.0	11.0	0.0	11.0	Wastewater Fund (Sewers)
16.0	0.0	16.0	16.0	0.0	16.0	Water Fund
45.0	0.0	45.0	45.0	0.0	45.0	Gas Fund
82.0	0.0	82.0	82.0	0.0	82.0	Electric Fund
2.0	0.0	2.0	2.0	0.0	2.0	Telecommunications Fund
1,060.0	45.7	1,105.7	1,065.0	44.5	1,109.5	
9.0	0.0	9.0	10.0	0.0	10.0	CDBG Fund
140.0	3.7	143.7	140.0	3.2	143.2	Constitutional Offices
1,209.0	49.4	1,258.4	1,215.0	47.7	1,262.7	GRAND TOTAL