



DANVILLE CITY COUNCIL REGULAR MEETING AGENDA

MUNICIPAL BUILDING

May 7, 2024

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 at www.danvilleva.gov/council or by contacting the Office of the City Clerk, 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 - SHERMAN M. SAUNDERS

PLEDGE OF ALLEGIANCE TO THE FLAG

ANNOUNCEMENTS AND SPECIAL RECOGNITION

- A. Proclamation: Historic Preservation Month
Presented to: Renee Burton, Division Director of Planning

Proclamation: Make Danville Shine
Presented to: Susan McCulloch, Division Director of Housing and Development

CONSENT AGENDA

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

PUBLIC HEARING

- A. Consideration of Approval of Minutes for Regular Council Meeting held on April 2, 2024.
Council Letter Number CL - 1331.
Consideration of Approval of Minutes for Regular Council Meeting held on April 2, 2024.
- B. Consideration of Amending the Fiscal Year 2024 Budget Appropriation Ordinance by Anticipating the Proceeds from the Issuance of Utility Revenue Bonds.
Council Letter Number CL - 1256.
An Ordinance Amending the Fiscal Year 2024 Budget Appropriation Ordinance to Provide for the Proceeds from the Sale of Utility Revenue Bonds and Appropriating Same.
Final Adoption
- C. Consideration of Amending the Fiscal Year 2024 Budget Appropriation Ordinance by Anticipating the Proceeds from the Issuance of General Obligation Bonds.
Council Letter Number CL - 1257.
An Ordinance Amending the Fiscal Year 2024 Budget Appropriation Ordinance by Anticipating the Proceeds from the Issuance of Bonds and Appropriating Same for Anticipated Expenditures.
Final Adoption
- D. Consideration of Amending the Fiscal Year 2024 Budget Appropriation Ordinance for a Recreation Enrichment Program in the Amount of \$326,615.
Council Letter Number CL - 1272.
An Ordinance Amending the Fiscal Year 2024 Budget Appropriation Ordinance to Provide for Funds in the Amount of \$64,447 for a Recreation Enrichment Program and the Local In-Kind Share of \$262,168 for a Total Appropriation of \$326,615 and Appropriation of Same.
Final Adoption

NEW BUSINESS

- A. Consideration of Denying a Special Use Permit Application filed by Janet Reed to Allow a Group Home at 18 Selma Avenue.
Council Letter Number CL - 1303.
1. Public Hearing
 2. A Resolution Denying Special Use Permit Application PZ24- 00064, filed by Janet Reed, Requesting a Special Use Permit to Allow a Group Home in Accordance with Article 3.E, Section C., Item 9 of the Danville Zoning Ordinance at Parcel ID 55273 (18 Selma Avenue).
- B. Consideration of a Special Use Permit Application filed by Carl Norton to Allow Retail Sales at 108 West Main Street.
Council Letter Number CL - 1304.
1. Public Hearing
 2. An Ordinance Granting Special Use Permit Application PZ24- 00097, filed by Carl Norton, Requesting a Special Use Permit to Allow Retail Sales, Limited to Indoor Display and Storage in Accordance with Article 3.I, Section C., Item 10 of Chapter 41., Entitled "Zoning Ordinance" of the Code of the City of Danville, Virginia to Include Parcel ID 26034.
- C. Consideration of a Special Use Permit Application filed by Chris Koontz for a Waiver of Side Yard Requirement for Accessory Uses at 136 Gatewood Avenue.
Council Letter Number CL - 1305.
1. Public Hearing
 2. An Ordinance Granting Special Use Permit Application PZ24-00131, filed by Chris Koontz, Requesting a Special Use Permit to Grant a Waiver of Side Yard Requirement for Accessory Uses at Parcel ID 57476 (136 Gatewood Avenue) in Accordance with Article 3.E., Section C., Item 20.
- D. Consideration of a Rezoning Application to Rezone 533 Piney Forest Road from PS-C Planned Shopping Center Commercial to HR-C Highway Retail Commercial.
Council Letter Number CL - 1306.
1. Public Hearing
 2. An Ordinance Rezoning from PS-C Planned Shopping Center Commercial to HR-C Highway Retail Commercial Parcel ID 56964 (533 Piney Forest Road).
- E. Consideration of a Special Use Permit Application filed by FHC Holdings LLC to Allow Uses Permitted by Right and by Special Use Permit at 874 Cahill Court.
Council Letter Number CL - 1307.
1. Public Hearing
 2. An Ordinance Granting Special Use Permit Application PZ24- 00134, filed by FHC Holdings LLC, Requesting a Special Use Permit to Allow Uses Permitted by Right and Special Use Permit in the HR-C District at Parcel ID 23207 (874 Cahill Court) in Accordance with Article 3.O., Section C., Item 15.
- F. Consideration of a Rezoning Application filed by David McLaughlin to Rezone 221 South Main Street from OT-R Old Town Residential to TO-C Transitional Office.

Council Letter Number CL - 1308.

1. Public Hearing
2. An Ordinance Rezoning from OT-R Old Town Residential to TO-C Transitional Office Commercial Parcel IDs 24101 and 25694 (221 South Main Street).

G. Consideration of a Special Use Permit Application filed by Dewberry to Allow a Waiver of Yard Requirements at 424 Airport Drive.

Council Letter Number CL - 1309.

1. Public Hearing
2. An Ordinance Granting Special Use Permit Application PZ24- 00137, filed by Dewberry, Requesting a Special Use Permit to Allow a Waiver of Yard Requirements in Accordance with Article 3.O., Section C., Item 25 of Chapter 41., Entitled "Zoning Ordinance" of the Code of the City of Danville, Virginia to Include Parcel ID 76366.

H. Consideration of a Code Amendment Request to Amend Chapter 41 entitled "Zoning Ordinance" specifically, Article 3.X Section H to create Item 19 "Car wash".

Council Letter Number CL - 1313.

1. Public Hearing
2. An Ordinance Amending and Reordaining Chapter 41 Entitled, "Zoning Ordinance" of the Code of the City of Danville, Virginia, 1986, As Amended, More Specifically, to Amend Article 3.X., Section H, to Create Item 19 "Car Wash".

I. Consideration of a Special Use Permit Application filed by Henry Leggett to Allow Waiver of Lot Frontage Requirements on a Public Street and Waiver of Requirements for Public Water at 201 Little River Road.

Council Letter Number CL - 1271.

1. Public Hearing
2. An Ordinance Granting Special Use Permit Application PZ24- 00152, filed by Henry Leggett, Requesting a Special Use Permit to Allow a Waiver of Requirements for Lot Frontage on a Public Street and Connection to Public Services at Parcel ID 70874 (201 Little River Road) in Accordance with Article 3.A, Section C, Items 18 And 19.

J. Consideration of an Appeal by ARRG Properties of the River District Design Commission's Determination to Deny a Request to Demolish 601 Lynn Street.

Council Letter Number CL - 1314.

1. Public Hearing
2. A Resolution Affirming the River District Design Commission to Deny a Certificate of Appropriateness to Demolish the Structure Located at 601 Lynn Street; OR
3. An Ordinance Reversing the River District Design Commission's Decision to Deny a Certificate of Appropriateness to Demolish the Structure Located at 601 Lynn Street.

K. Consideration of an Ordinance Amending Article IV, Entitled "Real Estate and Mobile Home Tax Exemption and Deferral for Certain Elderly and Disabled Persons," of Chapter 37, Entitled "Taxation," of the Danville City Code to Allow for Revisions to the Real Estate Exemption and Deferral Program.

Council Letter Number CL - 1264.

1. Public Hearing
 2. An Ordinance Amending Article IV, Entitled “Real Estate and Mobile Home Tax Exemption and Deferral for Certain Elderly and Disabled Persons,” of Chapter 37, Entitled “Taxation,” of the Danville City Code to Allow for Revisions to the Real Estate Exemption and Deferral Program.
First Reading
- L. Consideration of the Fiscal Year 2025 Danville Public Schools Budget.
Council Letter Number CL - 1260.
1. Public Hearing
 2. A Resolution Approving the Budget of the School Board of the City of Danville for the Fiscal Year Ending June 30, 2025.
First Reading
- M. Consideration of Fee Changes Effective July 1, 2024.
Council Letter Number CL - 1261.
1. Public Hearing
 2. An Ordinance Amending and Establishing and Increasing Certain Fees of the City of Danville Effective July 1, 2024, Except Where Otherwise Stated.
First Reading
- N. Consideration of a Personal Property Tax Decrease.
Council Letter Number CL - 76.
1. Public Hearing
 2. An Ordinance Amending and Reordaining Section 37-30 of the Danville City Code to Decrease the Personal Property Tax from \$3.60 per \$100 of Assessed Value to \$3.45 per \$100 of Assessed Value Effective January 1, 2025.
First Reading
- O. Consideration of a Transient Lodgers Occupancy Tax Increase.
Council Letter Number CL - 82.
1. Public Hearing
 2. An Ordinance Amending and Reordaining Section 37-97 of the Danville City Code to Increase the Per Day Room Occupancy Tax from \$2.00 to \$3.00 Effective July 1, 2024.
First Reading
- P. Consideration of Authorizing and Approving a West Piedmont Workforce Agreement.
Council Letter Number CL - 1315.
- A Resolution Approving the West Piedmont Workforce Innovation and Opportunity Act Consortium Agreement Between the Jurisdictions in the West Piedmont Workforce Investment Area.
- Q. Consideration of a Resolution Declaring Certain City-Owned Property to be Surplus to the Needs of the City and Authorizing the City Manager to Convey such Property to the United States Department of Veterans Affairs.

Council Letter Number CL - 1259.

A Resolution Declaring Certain City-Owned Property to be Surplus to the Needs of the City and Authorizing the City Manager to Convey Such Property to the United States Department of Veterans Affairs.

- R. Consideration of the Release of Liens and Taxes Against Parcel 22973 Lee Street to Facilitate its Transfer to the Department of Veterans Affairs.

Council Letter Number CL - 1255.

A Resolution Approving and Authorizing the Release of City-Held Liens Against Real Property Identified as Parcel #22973 Lee Street, to Facilitate its Donation to the Department of Veterans Affairs.

- S. Consideration of Approval of a First Amended and Restated Development Agreement between the City of Danville, Virginia and Caesars Entertainment.

Council Letter Number CL - 1316.

A Resolution of the City Council of the City of Danville Virginia Formally Approving an Amended and Restated Casino Resort Development Agreement By and Among the City of Danville, the Industrial Development Authority of Danville, Virginia, Caesars Virginia, LLC, and Caesars Entertainment, Inc.

- T. Consideration of Amending the Fiscal Year 2024 Budget Appropriation Ordinance for the Victim Witness Grant Program

Council Letter Number CL - 1298.

An Ordinance Amending the Fiscal Year 2024 Budget Appropriation Ordinance to Provide for a Grant from the State for a Victim Witness Program in the Amount of \$164,687, with a Local Match of \$2,000 for a Total of \$166,687, and Appropriating Same.

First Reading

- U. Consideration of Amending the Fiscal Year 2024 Budget Appropriation Ordinance for a Department of Criminal Justice Services Grant for School Resource Officers.

Council Letter Number CL - 1275.

An Ordinance Amending the Fiscal Year 2024 Budget Appropriation Ordinance by Increasing Revenue from Virginia Department Criminal Justice Services Fiscal Year 2024 School Resource Officer Grant Program in the Amount of \$88,117 and a Local Share in the Amount of \$29,749 for a Total Appropriation of \$117,866 and Appropriating Same.

First Reading

- V. Consideration of Amending the Fiscal Year 2024 Budget Appropriation Ordinance by Increasing Revenues to Fund Capital Projects.

Council Letter Number CL - 1325.

An Ordinance Amending the Fiscal Year 2024 Budget Appropriation Ordinance by Increasing Revenues from Business Occupancy License Taxes to Fund Capital Projects an Appropriation in the Amount of \$600,000 and Appropriating the Same.

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

A. City Manager

B. Deputy City Manager

C. City Attorney

D. City Clerk

E. Roll Call

ADJOURNMENT

Council Letter
City of Danville, Virginia



CL - 1331

CONSENT AGENDA A.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Approval of Meeting Minutes

From: Susan DeMasi, City Clerk

COUNCIL ACTION

Consideration of Approval of Minutes for Regular Council Meeting held on April 2, 2024.

Attachments

1. Meeting Minutes
-

April 2, 2024

The Regular April meeting of the Danville City Council was held on April 2, 2024, 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

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

ANNOUNCEMENTS AND SPECIAL PRESENTATIONS

Proclamation: Fair Housing Month
Presented to: Members of the Fair Housing Board

Mayor Jones recognized Fair Housing Board members Jasmine Lipscomb, Michelle Vaden and Keisha Walker. Board Member Hampton Wilkins stated that everyone should abide by fair housing, it was not an obligation, it was the law; fair housing was alive in Danville. Director of Housing Susan McCullough thanked Council for the Proclamation.

Presentation: Ballou Park Reforestation Project
Presented by: Corey Riedel, Virginia Cooperative Extension

Corey Riedel addressed Council regarding the deforestation across the United States, due to development in cities to accommodate growth, housing needs, and retail space. He discussed the key roles that trees play in the environment and their importance. On April 19 from 4 p.m. to 6 p.m. at Ballou Park there will be a tree planting project kickoff. This event was open to the public and everyone was invited to come out and plant a tree. In response to Council Member Whittle, Mr. Riedel noted in the park specifically they lost a lot of trees mostly because those trees were 100 plus years old; some were lost to old age, and some were knocked down by storms. They needed to be removed and new trees planted. Council Members thanked Mr. Riedel for his presentation and recognized the partners involved in the tree planting project.

CONSENT AGENDA

Mayor Jones opened the floor for a Public Hearing regarding Budget Items on the Consent Agenda. Notice of the Public Hearing was published in the *Danville Register & Bee* on March 26, 2024. No one present desired to be heard and the Public Hearing was closed.

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

Consideration of Approval of Minutes from Regular Council Meeting held on March 5, 2024.

Consideration of Amending the Fiscal Year 2024 Budget Appropriation Ordinance for the Fiscal Year 2024 Comprehensive Services Act Appropriation

April 2, 2024

An Ordinance entitled, Ordinance No. 2024-03.09, An Ordinance Amending the Fiscal Year 2024 Budget Appropriation Ordinance by Appropriating Comprehensive Services Act Funds and Providing Local Matching Funds for a Total Amount of \$5,309,442 and Appropriating Same.

Consideration of Amending the Fiscal Year 2024 Budget Appropriation for Community Development Block Grant and HOME Grant Programs

An Ordinance entitled, Ordinance No. 2024-03.10, an Ordinance Amending the Fiscal Year 2024 Budget Appropriation Ordinance for Projects to Improve the Danville Community Financed with Community Development Block Grant, Home Investment Partnership Funds from the U.S. Department of Housing and Urban Development, and Estimated Program Income.

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

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

NEW BUSINESS

CONSIDERATION OF A SPECIAL USE PERMIT APPLICATION FILED BY RMC LLC FOR WAIVER FOR INCREASE IN BUILDING HEIGHTS TO OVER 50 FEET AT 1080 RIVERSIDE DRIVE (PARCEL 02176)

Mayor Jones opened the floor for a Public Hearing regarding a Special Use Permit at 1080 Riverside Drive. Notice of the Public Hearing was published in the *Danville Register & Bee* on March 19, 2024 and March 26, 2024.

Mayor Jones recognized Ryan Gatewood, L&D Professionals, 110 Exchange Street, Suite B, who addressed Council on behalf of his client RMC Investments LLC. They were asking for an exemption for the maximum height for the HR-C zoning. They have a hotel that was proposed to be fifty-three feet tall which was three feet over the maximum height restriction.

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

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

ORDINANCE NO. 2024-04.01

AN ORDINANCE GRANTING SPECIAL USE PERMIT APPLICATION PZ24-00090, FILED BY RMC INVESTMENTS LLC, REQUESTING A SPECIAL USE PERMIT TO GRANT A WAIVER FOR AN INCREASE IN BUILDING HEIGHT OVER 50' AT PARCEL IS 02176 (1080 RIVERSIDE DRIVE) IN ACCORDANCE WITH ARTICLE 3.M, SECTION C, ITEM 20.

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

Vice Mayor Miller asked if the client was aware of the height restrictions before building the hotel, and Mr. Gatewood stated they were aware of the height restrictions, but the extra height was to get another floor on the hotel, for the fifth floor.

April 2, 2024

Council Member Vogler stated he was not a fan of restricting height on buildings. It was understood there must be restrictions in certain situations such as around the airport but was not sure why the City was trying to restrict the height on development. It seemed anti-development to him and hoped as they move forward, they roll back some of the old regulations the City has. Council Member Saunders asked the City Attorney if there were restrictions on billboards and sign height, and City Attorney Clarke Whitfield stated that there were height restrictions on those as well.

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

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

CONSIDERATION OF AMENDING CHAPTER 41 ENTITLED “ZONING ORDINANCE” OF THE CITY OF DANVILLE, 1986 AS AMENDED, SPECIFICALLY, TO AMEND ARTICLE 3.1 SECTION C ITEM 10

Mayor Jones opened the floor for a Public Hearing regarding Amending the Zoning Ordinance. Notice of the Public Hearing was published in the *Danville Register & Bee* on March 19, 2024 and March 26, 2024. No one present desired to be heard and the Public Hearing was closed.

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

ORDINANCE NO. 2024-04.02

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 3.1, SECTION C, ITEM 10.

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

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

CONSIDERATION OF A SPECIAL USE PERMIT TO ALLOW COMMERCIAL RECREATION FACILITIES AT 1010 PINEY FOREST ROAD (PARCEL 57737)

Mayor Jones opened the floor for a Public Hearing regarding a Special Use Permit at 1010 Piney Forest Road. Notice of the Public Hearing was published in the *Danville Register & Bee* on March 19, 2024 and March 26, 2024.

Mayor Jones recognized Kisha Chaney, owner of the 1010 Restaurant, who explained her restaurant was open Wednesday thru Saturday, and every other Sunday, from 11:00 a.m. to 8:00 p.m. There was a lounge where she liked to bring in live bands and would like to be able to charge people at the door to come in and listen to the bands; some people came who did not want to eat or drink but wanted to listen to the music. The live bands will be hopefully on Friday and Saturday nights starting at 9:00 pm and end at 1:00 a.m.

April 2, 2024

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

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

ORDINANCE NO. 2024-04.03

AN ORDINANCE GRANTING SPECIAL USE PERMIT APPLICATION PZ23-00054, FILED BY KISHA CHANEY, REQUESTING A SPECIAL USE PERMIT FOR AN INDOOR COMMERCIAL RECREATION FACILITY IN ACCORDANCE WITH ARTICLE 3.M, SECTION C, ITEM 4, OF CHAPTER 41., ENTITLED "ZONING ORDINANCE" OF THE CODE OF THE CITY OF DANVILLE, VIRGINIA TO INCLUDE PARCEL IS 57737.

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

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

CONSIDERATION OF A SPECIAL USE PERMIT APPLICATION TO ALLOW A COMMERCIAL KENNEL AT 630 NORTH MAIN STREET (PARCEL 02231)

Mayor Jones opened the floor for a Public Hearing regarding a Special Use Permit at 630 North Main Street. Notice of the Public Hearing was published in the *Danville Register & Bee* on March 19, 2024 and March 26, 2024.

Mayor Jones recognized Jaclyn Davis who stated she was there to request a Special Use Permit to open her dog grooming salon at 630 North Main Street. No one further desired to be heard, and the Public Hearing was closed.

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

ORDINANCE NO. 2024-04.04

AN ORDINANCE GRANTING SPECIAL USE PERMIT APPLICATION PZ24-00081, FILED BY JACLYN DAVIS, REQUESTING A SPECIAL USE PERMIT TO ALLOW A COMMERCIAL KENNEL IN ACCORDANCE WITH ARTICLE 3.K, SECTION C, ITEM 22 OF CHAPTER 41, ENTITLED "ZONING ORDINANCE" OF THE CODE OF THE CITY OF DANVILLE, VIRGINIA TO INCLUDE PARCEL ID 02231.

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

Vice Mayor Miller asked if this was to board or groom dogs, and Ms. Davis stated this was just for grooming. There will be no boarding, daycare, or overnight stays.

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

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

April 2, 2024

ABSTAIN: Buckner (1)

CONSIDERATION OF A SPECIAL USE PERMIT APPLICATION TO ALLOW A COMMERCIAL RECREATION FACILITY ON THE MAIN AND LOWER LEVELS AT 401 MAIN STREET (PARCEL 24072)

Mayor Jones opened the floor for a Public Hearing regarding a Special Use Permit at 401 Main Street. Notice of the Public Hearing was published in the *Danville Register & Bee* on March 19, 2024 and March 26, 2024. 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. 2024-04.05

AN ORDINANCE GRANTING A SPECIAL USE PERMIT APPLICATION PZ24-00091, FILED BY RICHARD MORRIS ARCHITECTURE LLC, REQUESTING A SPECIAL USE PERMIT TO OPERATE AN INDOOR COMMERCIAL RECREATION FACILITY AT PARCEL 24072 (401 MAIN STREET) IN ACCORDANCE WITH ARTICLE 3.K, SECTION C, ITEM 5.

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

Council Member Vogler asked for an explanation of this for citizens watching, and Director of Planning, Renee Burton stated the plan was for residential units on the upper floor, an eatery or food hall on the street level, and an entertainment venue on the lower level. Mr. Vogler noted this space has been empty for a while and Ms. Burton noted she believed it was a bank prior to this, the old Carter's Bank.

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

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

CONSIDERATION OF APPROVING OR DENYING A REZONING APPLICATION FILED BY JUAN LOPEZ TO REZONE PARCEL 70961 FROM T-R THRESHOLD RESIDENTIAL TO NT-R NEOTRADITIONAL RESIDENTIAL

Council Member Buckner **Moved to Postpone** Item F for an indefinite amount of time.

ORDINANCE NO. 2024-04.06

AN ORDINANCE REZONING FROM T-R THRESHOLD RESIDENTIAL TO NT-R NEO-TRADITIONAL RESIDENTIAL PARCEL IS 70961 (LONGVIEW AVENUE); **OR**

RESOLUTION NO. 2024-04-01

A RESOLUTION MAINTAINING PARCEL IS 70961 IN THE T-R THRESHOLD RESIDENTIAL ZONING DISTRICT.

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The Motion to Postpone was **seconded** by Council Member Vogler and carried by the following vote:

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

CONSIDERATION OF A SPECIAL USE PERMIT APPLICATION FILED BY RIVERMONT DANVILLE, LLC TO ALLOW A WAIVER OF MAXIMUM FLOOR AREA RATIO AT 403 SPRING STREET (PARCELS 21690 AND 20432)

Mayor Jones opened the floor for a Public Hearing regarding a Special Use Permit at 403 Spring Street. Notice of the Public Hearing was published in the *Danville Register & Bee* on March 19, 2024 and March 26, 2024.

Mayor Jones recognized Charles Davidson, who appeared on behalf of the project, and stated he also had the architect for the project with him. Council Member Vogler asked for a brief summary of what they were asking for. Mr. Davidson explained they were asking for an increased FAR for the garage; the property currently has an FAR of 3, they were asking for a FAR of 4.6 in order to construct a six story parking garage for 432 parking spaces. Mr. Larking noted the FAR was actually 4.8. 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. 2024-04.07

AN ORDINANCE GRANTING SPECIAL USE PERMIT APPLICATION PZ24-00093, FILED BY RIVERMONT DANVILLE LLC, REQUESTING A SPECIAL USE PERMIT TO ALLOW A WAIVER OF MAXIMUM FLOOR AREA RATIO AT PARCEL IDS 21690 AND 20432 (403 SPRING STREET) IN ACCORDANCE WITH ARTICLE 3.K SECTION C ITEM 19.

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

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

CONSIDERATION OF A SPECIAL USE PERMIT APPLICATION FILED BY CULTURE RESTAURANT AND GRILL TO ALLOW COMMERCIAL RECREATION FACILITIES AT 510 SPRING STREET (PARCEL 20586)

Mayor Jones opened the floor for a Public Hearing regarding a Special Use Permit at 510 Spring Street. Notice of the Public Hearing was published in the *Danville Register & Bee* on March 19, 2024 and March 26, 2024. 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. 2024-04.08

April 2, 2024

AN ORDINANCE GRANTING SPECIAL USE PERMIT APPLICATION PZ24-00094, FILED BY CULTURE RESTAURANT AND GRILL, REQUESTING A SPECIAL USE PERMIT TO OPERATE AN INDOOR COMMERCIAL RECREATION FACILITY AT PARCEL IDS 20586 (510 SPRING STREET) IN ACCORDANCE WITH ARTICLE 3.K, SECTION C, ITEM 5.

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

Council Member Vogler asked if this was so they could have a cover charge, and City Manager Ken Larking stated that was correct; they have live music and would like to be able to charge.

The Motion was carried the following vote:

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

CONSIDERATION OF A SPECIAL USE PERMIT APPLICATION FILED BY CCKW, LLC TO AMEND AN EXISTING PLANNED UNIT DEVELOPMENT TO REMOVE PARCEL 22082 AND TO INCLUDE PARCEL 25236 (FRANKLIN STREET)

Mayor Jones opened the floor for a Public Hearing regarding a Special Use Permit at Franklin Street. Notice of the Public Hearing was published in the *Danville Register & Bee* on March 19, 2024 and March 26, 2024.

Mayor Jones recognized Steven Gould with PLDR Law, who explained this was the project on Monument Street. From the meeting at the end of last year, under the prior iteration of this plan, there was going to be a driveway splitting two existing homes. There was a hope they would be able to find a solution that would avoid having to do that. Mr. Gould noted through collaboration with city staff, DRHA and CCKW, they were able to move some parcels around to avoid having to split those existing homes with a driveway. By adding another parcel, not only can they avoid splitting those two residences with the driveway, they can increase by four, the number of townhomes that will be part of this project. No one further desired to be heard and the Public Hearing was closed.

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

ORDINANCE NO. 2024-04.09

AN ORDINANCE GRANTING SPECIAL USE PERMIT APPLICATION PZ23-00388, FILED BY CCKW, LLC REQUESTING A SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT ON MONUMENT, SHELTON, CABELL AND FRANKLIN STREETS IN ACCORDANCE WITH ARTICLE 17, ENTITLED "PLANNED UNIT DEVELOPMENTS" OF CHAPTER 41, ENTITLED "ZONING ORDINANCE" OF THE CODE OF THE CITY OF DANVILLE, VIRGINIA TO INCLUDE PARCEL ID #S 23320, 23677, 23662, 23661, 20860, 21603, 22885, 20074, 20881, 24445, 22244, 22727, 23040, 21602, 24048, 20749, 21228, 22594, 25347, 24577, 24549, 20071, 20076, 20856, 20862, 21471, 20488, 25184, 21957, 21561, 20637, 24941, 23319, AND 22082.

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

VOTE: 9-0

April 2, 2024

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

CONSIDERATION OF AMENDING SECTION 2-5 OF THE DANVILLE CITY CODE PERTAINING TO THE CITY SEAL

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

ORDINANCE NO. 2024-04.10

AN ORDINANCE AMENDING AND REORDAINING CHAPTER 2 ENTITLED "ADMINISTRATION, ARTICLE 1. – ENTITLED "IN GENERAL" SECTION 2-5 ENTITLED "CITY SEAL GENERALLY" OF THE CODE OF THE CITY OF DANVILLE, VIRGINIA, 1986, AS AMENDED.

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

VOTE: 8-0-1
AYE: Buckner, Campbell, Hood, Jones, Mayo, Miller,
Saunders and Vogler (8)
NAY: Whittle (1)

COMMUNICATIONS FROM VISITORS

Mayor Jones called for Pernell Valentine; Mr. Valentine was not in attendance.

Mayor Jones recognized Charles Haynesworth III, 548 West Main Street, who addressed Council and staff regarding his home that he had been renting out and then used as an Air BnB, and about the proposed \$500 inspection fee for short term rentals.

COMMUNICATIONS

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

City Attorney Clarke Whitfield reminded Council with the last ordinance they voted on, that the new city seal will go into effect starting tomorrow.

Council Member Hood welcomed back the honorable Council Member Sherman Saunders.

Council Member Mayo welcomed the Chief back, and thanked everyone who came out tonight to the meeting. On April 17th from 5:30 pm to 8:30 pm there will be a Family Reunification workshop hosted by the Virginia Department of Corrections and DCC's TARE project at the Foundation Building of DCC. For more information or to RSVP by April 12, please contact Barry Mayo at 434-799-8429.

Vice Mayor Miller noted he attended the community Easter event held by Parks and Recreation, it had multiple sponsors with at least 300 kids showing up for the Easter egg hunt; there was a lot going on in the city and that was wonderful. Dr. Miller spoke about several ribbon cuttings that have taken place in the city, and reminded people how important it was to get vaccinated.

Council Member Saunders thanked everyone for the continued thoughts and prayers. Mr. Saunders noted they all have a very important role to play as members of this body serving the

April 2, 2024

community and thanked Vice Mayor Miller, he was everywhere, including the ribbon cutting for Movement Bank. Mr. Saunders thanked Council Member Mayo for everything he did in the community, especially with ex-offenders and thanked the police department as well. It was really great to be back.

Council Member Vogler welcomed back Council Member Saunders; Council was much better when he was there and were glad to have him back. Mr. Vogler reminded citizens that Racin' and Tastin' was this Friday, and encouraged everyone to come out; there will be music, food, and good times. Mr. Vogler thanked Mr. Haynesworth for coming tonight and making some valid points that Council needed clarification on. T-ball will be starting next week in the city; if anyone had a child that was 8 to 10-years-old, contact Parks and Rec to get them signed up at 434-799-5214.

Council Member Whittle welcomed Council Member Saunders back, noted he worked with True Steps on Cabell Street and commended Mr. Mayo for the work he was doing. Mr. Whittle stated that Parks and Rec has had some wonderful events in the community.

Council Member Buckner welcomed Council Member Saunders home, and thanked everyone for coming out tonight.

Council Member Campbell welcomed Council Member Saunders back, and reminded citizens about the Procurement Fair; it was an opportunity for those who want to pursue city and state contracts. It will be on April 10 from 8:30 am to 12:00 pm or 1:30 pm to 5:00 pm at the Institute.

Mayor Jones wished City Manager Ken Larking a happy birthday, welcomed Council Member Saunders back and thanked his wife Sandy for taking such good care of him. Mayor Jones thanked the Fair Housing Team for all that they do, and thanked Arnold Hendrix for taking over for Mark Aron tonight, and to the city attorney for everything he does, for his support, for taking calls, and just being here for Council.

The meeting was adjourned at 8:04 pm.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

**Council Letter
City of Danville, Virginia**



CL - 1256

CONSENT AGENDA B.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Amending the Fiscal Year 2024 Budget Appropriation Ordinance by Anticipating the Proceeds from the Issuance of Utility Revenue Bonds.

From: Henrietta Weaver, Budget Director

COUNCIL ACTION

An Ordinance Amending the Fiscal Year 2024 Budget Appropriation Ordinance to Provide for the Proceeds from the Sale of Utility Revenue Bonds and Appropriating Same.

Final Adoption

SUMMARY

The City Council has authorized the issuance of Revenue Bonds to finance various utility infrastructure projects. The attached ordinance is a flexible ordinance providing for posting of proceeds from the sale of bonds.

BACKGROUND

On March 19, 2024, City Council approved a Resolution providing for the issuance and sale of utility revenue bonds not to exceed \$13,520,000 to finance various utility infrastructure projects.

RECOMMENDATION

It is recommended that the City Council adopt the attached ordinance Amending the Fiscal Year 2024 Budget Appropriation Ordinance for utility revenue bonds.

Attachments

1. Ordinance
-

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2024-_____.____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024 BUDGET APPROPRIATION ORDINANCE TO PROVIDE FOR THE PROCEEDS FROM THE SALE OF UTILITY REVENUE BONDS AND APPROPRIATING SAME.

WHEREAS, the City of Danville, Virginia has issued revenue bonds in the amount of \$12,500,000 to finance various utility infrastructure; and

WHEREAS, the Council of the City of Danville, Virginia approved on March 19, 2024, a Resolution providing for the issuance and sale of utility revenue bonds not to exceed \$13,520,000.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Danville, Virginia that the Fiscal Year 2024 Budget Appropriation Ordinance be, and it is hereby, amended by the funds from the sale of bonds and appropriating same, as follows:

ANTICIPATED REVENUE

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Water Fund:		
Proceeds from the Sale of Bonds	60053000-43024	\$3,000,000
	TOTAL	<u>\$3,000,000</u>

ANTICIPATED EXPENDITURES

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Water Fund:		
Water Line Reconstruction	60053999-50	\$3,000,000
	TOTAL	<u>\$3,000,000</u>

ANTICIPATED REVENUE

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Electric Fund:		
Proceeds from the Sale of Bonds		
Cyber Park Substation	61810000-43024	\$4,000,000
New Design Substation Upgrade	61565000-43024	4,000,000
System Reliability and Improvements	61789000-43024	1,500,000
	TOTAL	<u>\$9,500,000</u>

ANTICIPATED EXPENDITURES

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Electric Fund:		
Cyber Park Substation	61810999-50	\$4,000,000
New Design Substation Upgrade	61565999-50	4,000,000
System Reliability and Improvements	61789999-50	1,500,000
	TOTAL	<u>\$9,500,000</u>

AND BE IT FURTHER ORDAINED that this appropriation shall be a flexible budget allowing for the posting of the proceeds to the appropriate accounts to accommodate the actual bond issuance costs; and

BE IT FINALLY ORDAINED that all other accounts and provisions of the Fiscal Year 2024 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 - 1257

CONSENT AGENDA C.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Amending the Fiscal Year 2024 Budget Appropriation Ordinance by Anticipating the Proceeds from the Issuance of General Obligation Bonds.

From: Henrietta Weaver, Budget Director

COUNCIL ACTION

An Ordinance Amending the Fiscal Year 2024 Budget Appropriation Ordinance by Anticipating the Proceeds from the Issuance of Bonds and Appropriating Same for Anticipated Expenditures.

Final Adoption

SUMMARY

The City Council has authorized the issuance of General Obligation Bonds to fund various projects as specified in the Fiscal Year 2024 Capital & Special Projects Plan.

BACKGROUND

The City's Fiscal Year 2024 Capital & Special Projects Plan includes funding in the amount of \$11,193,467 for General Fund projects. The attached ordinance is a flexible ordinance providing for posting of issuance costs and refinancing of previous bonds to be determined upon the issuance of the bonds.

RECOMMENDATION

It is recommended that the City Council adopt the attached ordinance amending the Fiscal Year 2024 Budget Appropriation Ordinance for Capital and Special Projects.

Attachments

1. Ordinance
-

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2024-_____ - _____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024 BUDGET APPROPRIATION ORDINANCE BY ANTICIPATING THE PROCEEDS FROM THE ISSUANCE OF BONDS AND APPROPRIATING SAME FOR ANTICIPATED EXPENDITURES.

WHEREAS, the City Council has authorized the issuance of general obligation bonds to finance various capital projects; and

WHEREAS, City Council desires to appropriate the proceeds to fund the various projects, including, without limitation, parks and recreation facilities and equipment, public safety equipment, Airport improvements, IT infrastructure, public street improvements, and improvements to public building, and estimated bond issuance costs.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Danville, Virginia, that the Fiscal Year 2024 Budget Appropriation Ordinance be, and it is hereby, amended by appropriating funds from the sale bonds as follows:

ANTICIPATED REVENUES

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Capital Projects Fund:		
Building Improvements	61762000-43024	188,000
Fire Apparatus and Equipment Replacement	60184000-43024	835,000
Personal Protective Equipment (PPE)	61865000-43024	32,500
Pre-alerting System	61866000-43024	250,000
Computer Plan	60016000-43024	175,000
Integrated Proximity System	61898000-43024	100,000
American Legion Stadium	60810000-43024	100,000
Facility Improvements	60901000-43024	20,000
Riverwalk Trail	61075000-43024	625,000
Splash Pads	61618000-43024	2,000,000
Adult Detention Parking Lot Paving	61867000-43024	369,000
W. W. Moore, Jr. Parking Lot	61863000-43024	100,000
CCTV Expansion	61436000-43024	15,000
Tasers and BWCs	61347000-43024	262,000
City-Owned Parking Lots	61512000-43024	100,000
Elevator Upgrade - City Buildings	61702000-43024	300,000
Emergency Generators - City Buildings	61703000-43024	850,000
Exterior Painting of City Buildings	61513000-43024	100,000
General Maintenance of Buildings	60027000-43024	250,000

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
HVAC Replacement - City Buildings	61704000-43024	275,000
Interior Painting of City Buildings	61598000-43024	50,000
Roof Replacement - City Buildings	61705000-43024	250,000
Bishop Road Storm Drainage Improvement	61824000-43024	300,000
General Street Improvements	60000067-43024	200,000
Kemper Road Sidewalk Phase 2	61609000-43024	111,000
Neighborhood Street Resurfacing Program	61872000-43024	1,000,000
Pedestrian Improv at Riverside Dr & Piney Forest Rd	61873000-43024	140,200
Pedestrian Improvements Piney Forest Road	61608000-43024	113,000
River District Street Improvements	61281000-43024	500,000
River District Street Landscaping - Non VDOT	60906000-43024	75,000
Safe Streets for All Action Plan (Danville MPO)	61874000-43024	30,000
Stormwater Improvements	60022000-43024	200,000
Access Road to South Ramp	60000022-43024	137,235
Fuel Farm Expansion Design and Construction	61742000-43024	678,282
South Ramp Rehabilitation Construction	61868000-43024	112,250
Terminal Building Roof Repairs	61849000-43024	350,000
TOTAL		<u>\$11,193,467</u>

ANTICIPATED EXPENDITURES

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Capital Projects Fund:		
Building Improvements	61762999-50	188,000
Fire Apparatus and Equipment Replacement	60184999-50	835,000
Personal Protective Equipment (PPE)	61865999-50	32,500
Pre-alerting System	61866999-50	250,000
Computer Plan	60016999-50	175,000
Integrated Proximity System	61898999-50	100,000
American Legion Stadium	60810999-50	100,000
Facility Improvements	60901999-50	20,000
Riverwalk Trail	61075999-50	625,000
Splash Pads	61618999-50	2,000,000
Adult Detention Parking Lot Paving	61867999-50	369,000
W. W. Moore, Jr. Parking Lot	61863999-50	100,000
CCTV Expansion	61436999-50	15,000
Tasers and BWCs	61347999-50	262,000
City-Owned Parking Lots	61512999-50	100,000
Elevator Upgrade - City Buildings	61702999-50	300,000
Emergency Generators - City Buildings	61703999-50	850,000
Exterior Painting of City Buildings	61513999-50	100,000
General Maintenance of Buildings	60027999-50	250,000
HVAC Replacement - City Buildings	61704999-50	275,000
Interior Painting of City Buildings	61598999-50	50,000
Roof Replacement - City Buildings	61705999-50	250,000
Bishop Road Storm Drainage Improvement	61824999-50	300,000
General Street Improvements	60000067-6999	200,000
Kemper Road Sidewalk Phase 2	61609999-50	111,000
Neighborhood Street Resurfacing Program	61872999-50	1,000,000

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Pedestrian Improv at Riverside Dr & Piney Forest Rd	61873999-50	140,200
Pedestrian Improvements Piney Forest Road	61608999-50	113,000
River District Street Improvements	61281999-50	500,000
River District Street Landscaping - Non VDOT	60906999-50	75,000
Safe Streets for All Action Plan (Danville MPO)	61874999-50	30,000
Stormwater Improvements	60022999-50	200,000
Access Road to South Ramp	60000022-6999	137,235
Fuel Farm Expansion Design and Construction	61742999-50	678,282
South Ramp Rehabilitation Construction	61868999-50	112,250
Terminal Building Roof Repairs	61849999-50	350,000
	TOTAL	<u>\$11,193,467</u>

AND BE IT FURTHER ORDAINED that this is a flexible appropriation as related to refinancing of existing bonds and issuance costs, both to be determined when the bonds are issued; and

BE IT FINALLY ORDAINED that all other accounts and provisions of the Fiscal Year 2024 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 - 1272

CONSENT AGENDA D.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Amending the Fiscal Year 2024 Budget Appropriation Ordinance for a Recreation Enrichment Program in the Amount of \$326,615.

From: Charlene Presley, Division Director - Special Recreation

COUNCIL ACTION

An Ordinance Amending the Fiscal Year 2024 Budget Appropriation Ordinance to Provide for Funds in the Amount of \$64,447 for a Recreation Enrichment Program and the Local In-Kind Share of \$262,168 for a Total Appropriation of \$326,615 and Appropriation of Same.

Final Adoption

SUMMARY

The Danville-Pittsylvania Community Services Board will award funds in the amount of \$64,447 to the City's Department of Parks and Recreation for Fiscal Year 2024, for the Recreation Enrichment Program.

BACKGROUND

The Danville-Pittsylvania Community Services Board will award funds in the amount of \$64,447 to the City's Department of Parks and Recreation; this is a continuation of funding which the City receives each year. With these funds, the Special Recreation Division provides recreation, leisure education, socialization, community engagement, and cultural services for individuals with intellectual impairments. The funds will be matched with in-kind funds of \$262,168 for a total of \$326,615. The in-kind funds are included in the City's Fiscal Year 2024 budget.

RECOMMENDATION

Staff recommends City Council adopt an Ordinance appropriating funds to the City's Department of Parks and Recreation.

Attachments

1. Ordinance
-

PRESENTED:_____

ADOPTED:_____

ORDINANCE NO. 2024-____.____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024 BUDGET APPROPRIATION ORDINANCE TO PROVIDE FOR FUNDS IN THE AMOUNT OF \$64,447 FOR A RECREATION ENRICHMENT PROGRAM AND THE LOCAL IN-KIND SHARE OF \$262,168 FOR A TOTAL APPROPRIATION OF \$326,615 AND APPROPRIATION OF SAME.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Danville, Virginia, that the Fiscal Year 2024 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 \$64,447 and in-kind services in the amount of \$262,168 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 No.</u>	<u>Amount</u>
Categorical Aid - State		
Danville-Pittsylvania Community Services	60299000-45620	\$ 64,447
Local Share		
In-Kind Services Recreation Enrichment Program	60300000-44890	<u>262,168</u>
	Total	<u>\$ 326,615</u>

ANTICIPATED EXPENDITURES

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Recreation Enrichment	60299999-50	\$ 64,447
Recreation Enrichment – In Kind		
Salaries & Wages	60300000-59500	\$ 208,965
FICA	60300000-59510	15,776
Retirement	60300000-59520	3,630
Insurance	60300000-59530	8,406
Automotive/Motor Pool Rental	60300000-59615	13,032
Utilities	60300000-59625	11,222
Telephone	60300000-59635	1,137
	Sub-total	<u>\$ 262,168</u>
	Total	<u>\$ 326,615</u>

AND BE IT FURTHER ORDAINED, that all other accounts and provisions of the Fiscal Year 2024 Budget Appropriation Ordinance not hereby amended shall continue in full force and effect unless and until hereafter further amended 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 - 1303

NEW BUSINESS A.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Consideration of Denying a Special Use Permit Application filed by Janet Reed to Allow a Group Home at 18 Selma Avenue.

From: Renee Burton, Division Director of Planning

COUNCIL ACTION

1. Public Hearing
2. A Resolution Denying Special Use Permit Application PZ24- 00064, filed by Janet Reed, Requesting a Special Use Permit to Allow a Group Home in Accordance with Article 3.E, Section C., Item 9 of the Danville Zoning Ordinance at Parcel ID 55273 (18 Selma Avenue).

SUMMARY

The applicant, Janet Reed, is requesting a Special Use Permit to operate a group home at 18 Selma Avenue. The property is zoned OT-R Old Town Residential. Operation of a group home requires a Special Use Permit in accordance with Article 3.E. Section C Item 9.

18 Selma Avenue is located within the City of Danville's Southside Rental Inspection District. During a rental inspection in January, it was discovered that a non-compliant group home was operating at 18 Selma Avenue. A zoning violation letter was issued in January for the operation of a group home without a Special Use Permit, business license or zoning clearance. The applicant applied for a special use permit shortly thereafter.

A Certificate of Occupancy inspection for a group home was completed in January and violations were found. Minor repairs are needed before the certificate can be issued. Based on the size of the home, a Certificate of Occupancy may be issued to no more than seven (7) persons. However, without a license from the Commonwealth of Virginia, the Department of Social Services limits the care at this location to no more than four (4) individuals.

Article 15 of the Zoning Code defines group home as "[a] residential facility with one or more resident counselors or other staff persons, in which more than: (a) eight (8) mentally ill, mentally challenged or developmentally disabled persons reside and such home is licensed by the Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services; or (b) eight (8) mentally challenged persons reside and such home is licensed by the Virginia Department of Social Services; or (c) eight (8) handicapped persons reside, with handicapped defined in accordance with the Federal Fair Housing Amendments Act of 1988; or (d) three (3) non-related children (defined as being under the age of 18) who have demonstrated a tendency toward alcoholism, drug abuse, mental illness, or antisocial or criminal conduct".

Forty-six (46) notices were sent out to property owners within three hundred (300) feet. Nine (9) notices were received. Two (2) were unopposed, seven (7) were opposed.

On April 8, 2024, the City Planning Commission voted 6-0 to recommend denial of Special Use Permit Request PZ24-00064 to allow the operation of a group home at 18 Selma Avenue.

RECOMMENDATION

It is recommended that City Council adopt a Resolution to deny a request for a Special Use Permit at Parcel ID 55273 (18 Selma Avenue) to operate a group home.

Attachments

1. Resolution - To Deny
 2. Application- 18 Selma Avenue
 3. 18 Selma Avenue - Aerials
 4. 18 Selma Avenue - Owners
 5. 18 Selma Avenue - Landuse
 6. Planning Commission Recommendation
-

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2024-____.

A RESOLUTION DENYING SPECIAL USE PERMIT APPLICATION PZ24-00064, FILED BY JANET REED, REQUESTING A SPECIAL USE PERMIT TO ALLOW A GROUP HOME IN ACCORDANCE WITH ARTICLE 3.E, SECTION C., ITEM 9 OF THE DANVILLE ZONING ORDINANCE AT PARCEL ID 55273 (18 SELMA AVENUE).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Danville, Virginia, that the report of the Zoning Administrator recommending denial of Special Use Permit application PZ24-00064, filed by Janet Reed, requesting a Special Use Permit to allow a group home in accordance with Article 3.E, Section C., Item 9 of the Danville Zoning Ordinance at Parcel ID 55273 (18 Selma Avenue), is hereby received; and

BE IT FURTHER RESOLVED that in consideration of said report and the public hearing this day held by Council, Special Use Permit application PZ24-00064 filed by Janet Reed, requesting a Special Use Permit to allow a group home in accordance with Article 3.E., Section C., Item 9 of the Danville Zoning Ordinance at Parcel 55273 (18 Selma Avenue), is hereby denied.

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 #: P224-00064 PC Meeting Date: March 11, 2024
Date Received: 1-29-24 Received By: Lisa Jones
Parcel ID: 55273 Address: 18 Selma Ave.
Existing Zoning: OTR Future Land Use: _____

APPLICANT PROVIDED INFORMATION

Property Location (address/ID#):

Applicant:

Applicant's Address:

Applicant's Phone Number:

Applicant's E-mail:

Describe Proposed Request:

18 Selma Ave Danville VA 24541

Janet Reed

29 Edgewood Drive Danville VA 24541

904 537-5693

JReed0216@yahoo.com

Group Home

Janet Reed

Applicant Signature

date

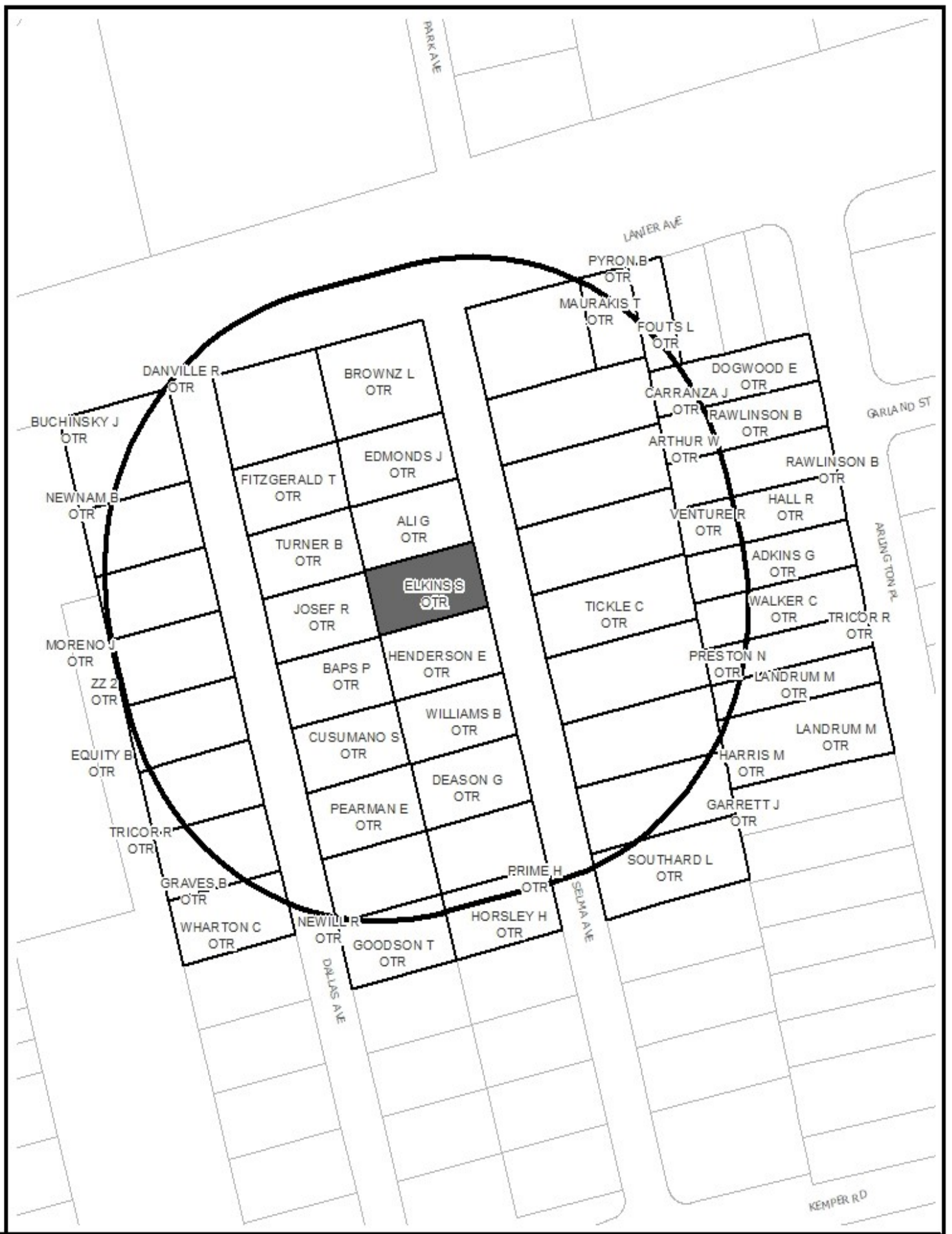
Leah Elkins

Property Owner Signature
(If not applicant)

date

1-24-2024





SURROUNDING PROPERTY OWNERS AND ZONING WITHIN 300 FEET OF SUBJECT PROPERTY



Prepared by:
Planning Division
2/20/2024

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YEAR 2030 LAND USE PLAN FOR AREA SURROUNDING SUBJECT PROPERTY

Prepared by:
Planning Division
2/20/2024

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: APRIL 8, 2024
TO: CITY COUNCIL
FROM: CITY PLANNING COMMISSION
RE: SPECIAL USE PERMIT APPLICATION PZ24-00064

REQUEST

Special Use Permit application PZ24-00064 filed by Janet Reed to allow a group home in accordance with Article 3.E Section C Item 9 at 18 Selma Avenue (Parcel 55273).

RECOMMENDATION

The Planning Commission, at their April 8, 2024, meeting voted 6 - 0 to recommend denial of Special Use Permit Request PZ23-00064.

Mr. Steve Petrick, Chair

Council Letter City of Danville, Virginia



CL - 1304

NEW BUSINESS B.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Special Use Permit Application to Allow Retail Sales at 108 West Main Street.

From: Renee Burton, Division Director of Planning

COUNCIL ACTION

1. Public Hearing
2. An Ordinance Granting Special Use Permit Application PZ24- 00097, filed by Carl Norton, Requesting a Special Use Permit to Allow Retail Sales, Limited to Indoor Display and Storage in Accordance with Article 3.I, Section C., Item 10 of Chapter 41., Entitled "Zoning Ordinance" of the Code of the City of Danville, Virginia to Include Parcel ID 26034.

SUMMARY

108 West Main Street is zoned TO-C, Transitional Office Commercial. The office of the Commissioner of Revenue shows that there has not been an active business license at this location since 2013, but the property was previously used as offices and a medical practice. The applicant is proposing a retail establishment. Code Amendment request PZ24-00098 was approved by City Council on April 2, 2024 to allow retail by Special Use Permit, limited to indoor display and storage.

108 West Main Street is located in the West Main Corridor Overlay. This overlay is developed to encourage economic growth and development that is compatible with the surrounding areas. The applicant has requested a Special Use Permit to operate a retail establishment of apparel and accessories. The property has a paved parking lot in the rear of the structure that will adequately serve the retail operation on the main level and a potential office on the upper level.

During the March 12, 2024, Planning Commission meeting, the Planning Commission voted to postpone review of this agenda item due to the absence of the applicant or representative for the request.

Twenty-one (21) notices were sent out to property owners within three hundred (300) feet. Three (3) unopposed and two (2) opposed notices were received.

On April 8, 2024, the City Planning Commission voted 6-0 to recommend approval of Special Use Permit PZ24-00097 to allow retail sales, limited to indoor display and storage at 108 West Main Street (Parcel ID 26034).

RECOMMENDATION

It is recommended that City Council adopt an Ordinance for a Special Use Permit to allow retail sales, limited to indoor display and storage in accordance with Article 3.I Section C Item 10 at Parcel ID 26034 (108 West Main Street) with the condition that the hours of operation be limited to 8:00 am to

8:00 pm.

Attachments

1. Ordinance
 2. Application
 3. Supporting Documentation
 4. 108 West Main Street - Aerials
 5. 108 Wes Main Street - Owners
 6. 108 West Main Street - Landuse
 7. Planning Commission Recommendation
-

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2024____.____

AN ORDINANCE GRANTING SPECIAL USE PERMIT APPLICATION PZ24-00097, FILED BY CARL NORTON, REQUESTING A SPECIAL USE PERMIT TO ALLOW RETAIL SALES, LIMITED TO INDOOR DISPLAY AND STORAGE IN ACCORDANCE WITH ARTICLE 3.I, SECTION C., ITEM 10 OF CHAPTER 41., ENTITLED "ZONING ORDINANCE" OF THE CODE OF THE CITY OF DANVILLE, VIRGINIA TO INCLUDE PARCEL ID 26034.

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 PZ24-00097, filed by Carl Norton, requesting a Special Use Permit to allow retail sales, limited to indoor display and storage in accordance with Article 3.I., Section C., Item 10 of Chapter 41., entitled "Zoning Ordinance" of the Code of the City of Danville, Virginia to include Parcel ID 26034, be, and the same is hereby, received, subject to the following conditions:

1. The hours of operation are limited to 8:00 am to 8:00 pm

AND BE IT FURTHER ORDAINED that is consideration of said report and the public hearing this day held by the Council, Special Use Permit Application PZ24-00097 to allow retail sales, limited to indoor display and storage in accordance with Article 3.I, Section C., Item 10 of Chapter 41., entitled "Zoning Ordinance" of the Code of the City of Danville, Virginia, to include Parcel ID 26034, is hereby granted and approved, subject to the following conditions:

1. The hours of operation are limited 8:00 am to 8:00 pm

Approved:

Mayor

Attest:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney



Deadline: 02-12-2024
8:36 AM

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 #: PZ24-00697 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: 100 WEST MAIN Gross Area/Net Area: 3253 SQ FT

Property Location: N ☒ S ☐ E ☐ W ☐ Side of: WEST MAIN STREET

Between: 136 WEST MAIN and 1124 MAIN STREET

Proffered Conditions (if any, please attach): _____

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

Name: CARL NORTON Telephone: _____

Mailing Address: 108 WEST MAIN ST. DANVILLE, VA 24541

Email Address: INFO@NORTHURST.COM

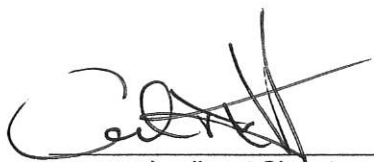
APPLICANT (PLEASE TYPE OR PRINT):

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

Name: SAME AS ABOVE Telephone: _____

Mailing Address: _____

Email Address: _____

 14 FEB 2024
Applicant Signature date

Property Owner Signature date
(if not applicant)

14 February 2024

City of Danville Community Development
Director of Planning and Zoning
427 Patton Street
Danville, VA 24541

Director of Planning and Zoning,

Per the directions outlined in the rezoning application, please find the following details.

Section 2 – Paragraph A – Description of the Proposed Use

It is our intent to utilize the property for retail sales. The property is currently listed as Commercial TOC – Office. There are 50 parking spaces located in the parking lot on the property. There is also handicap access (concrete ramp) to the building. The proposed hours of operation are from 8:00am to 6:30pm Monday thru Saturday – Closed Sunday. Anticipated number of employees will be 4 (four).

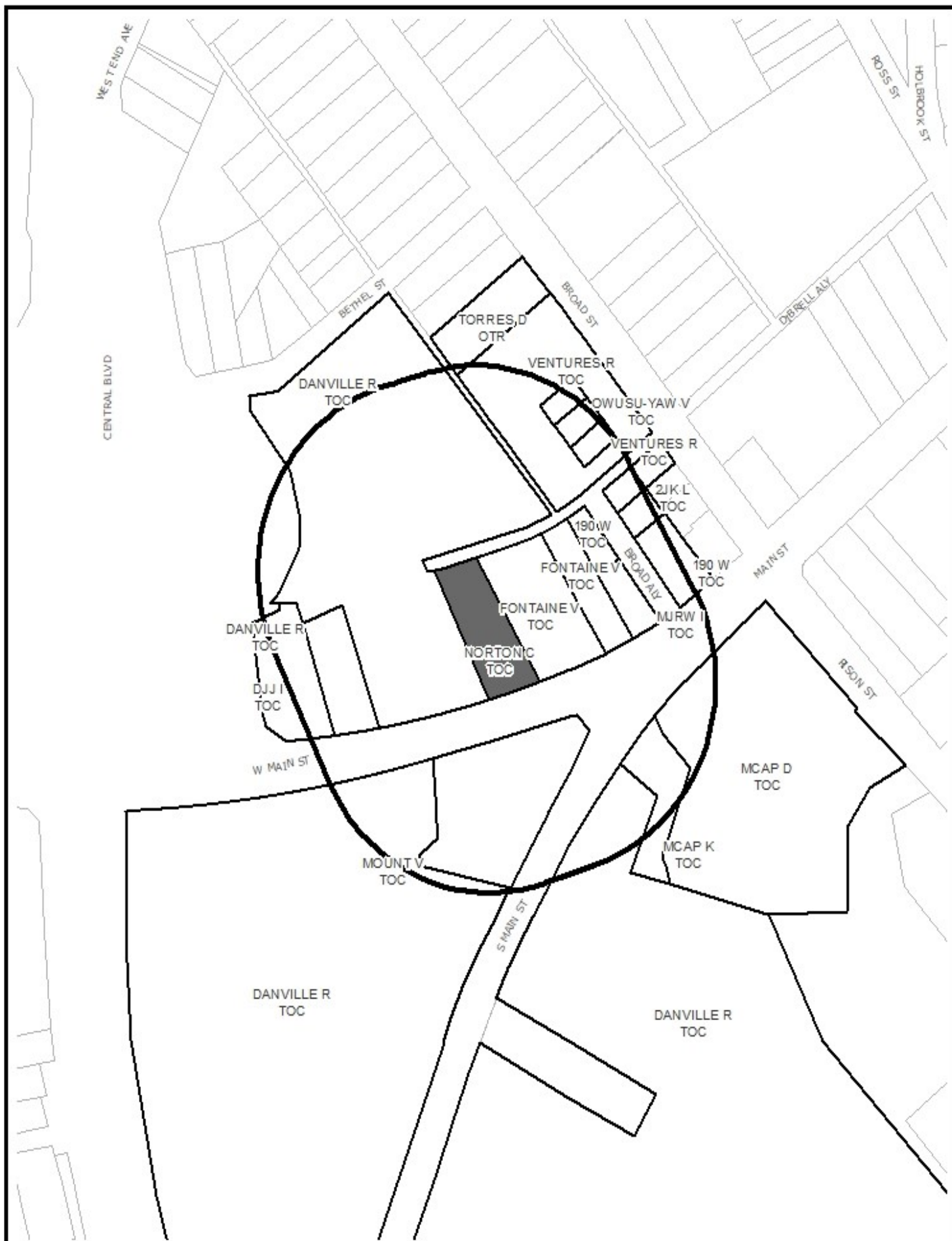
Section 2 – Paragraph B – Statement of Proposed Compatibility

1. The Comprehensive Plan – Our plan is to provide retail services from this commercial location. We plan to utilize the first floor for retail space and the second floor will remain office space.
2. The Applicable Zoning District – Our property is located in a commercial district and is currently zoned for commercial use.
3. The Surrounding Properties - Our property is surrounded by commercial property. To the left side of the property is the SOVAH hospital employee parking lot. To the rear of the property is an alley and the bottom half of the SOVAH hospital employee parking lot. To the right side of the property is a doctor's office that is currently owned privately. In front of the property is Mount Vernon Church and the SOVAH hospital.
4. Current and Future Neighborhood Conditions – The current neighborhood is commercial. As almost all of the structures in the neighborhood are commercial buildings it is anticipated that the neighborhood will remain commercial.
5. Pedestrian and Vehicular Traffic Off-site – To the front of the property is West Main Street with vehicular traffic operating in 2 directions. There are sidewalks on both sides of West Main Street for pedestrian traffic. There are 50 parking spaces on the property so there will be no on-street parking required.

Pedestrian and Vehicular Traffic On-site – There is a “One Way” Vehicle Entrance onto the property from West Main Street which leads to the rear of the property and a 50 space parking lot. There is a “One Way” exit at the rear of the property thru an asphalt paved public alley road. Vehicles will only be authorized to enter the property from West Main Street and exit to the rear of the property via the asphalt paved alley road. There are dedicated walkways from the parking lot to the entrance of the building.

6. Adequate Public Facilities - There is a concrete handicap ramp affixed to the front of the building for wheelchair access to the building.



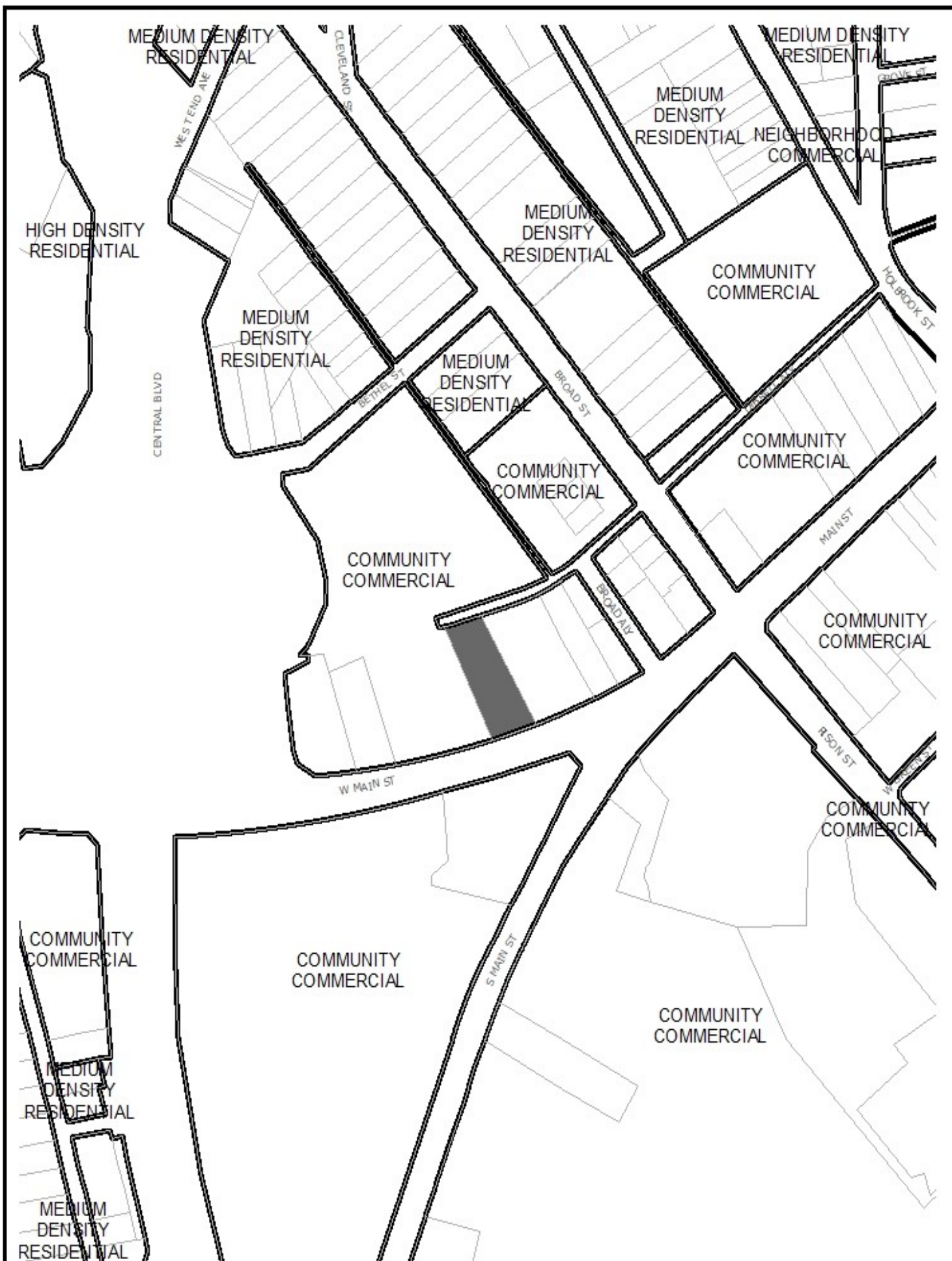


SURROUNDING PROPERTY OWNERS AND ZONING WITHIN 300 FEET OF SUBJECT PROPERTY



Prepared by:
Planning Division
2/21/2024

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YEAR 2030 LAND USE PLAN FOR AREA SURROUNDING SUBJECT PROPERTY

Prepared by:
Planning Division
2/21/2024

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

City Planning Commission

MEMORANDUM

DATE: APRIL 8, 2024
TO: CITY COUNCIL
FROM: CITY PLANNING COMMISSION
RE: SPECIAL USE PERMIT APPLICATION PZ24-00097

REQUEST

Special Use Permit application PZ24-00097 filed by Carl Norton to allow retail sales in accordance with Article 3.1 Section C at 108 West Main Street (Parcel 26034).

RECOMMENDATION

The Planning Commission, at their April 8, 2024, meeting voted 6 - 0 to recommend approval of Special Use Permit Request PZ23-00097 with the following condition:

1. The hours of operation are limited from 8:00 am to 8:00 pm

Mr. Steve Petrick, Chair

Council Letter

City of Danville, Virginia



CL - 1305

NEW BUSINESS C.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Special Use Permit Application for a Waiver of Side Yard Requirement for Accessory Uses at 136 Gatewood Avenue.

From: Renee Burton, Division Director of Planning

COUNCIL ACTION

1. Public Hearing
2. An Ordinance Granting Special Use Permit Application PZ24-00131, filed by Chris Koontz, Requesting a Special Use Permit to Grant a Waiver of Side Yard Requirement for Accessory Uses at Parcel ID 57476 (136 Gatewood Avenue) in Accordance with Article 3.E., Section C., Item 20.

SUMMARY

The applicant is requesting a Special Use Permit to retain an existing 8-foot by 12-foot accessory structure located within the side yard setback at 136 Gatewood Avenue. 136 Gatewood Avenue is zoned OT-R, Old Town Residential. The side yard setback for an accessory building is a minimum of five (5) feet from the property line.

A zoning violation letter was issued in January due to the construction of the accessory structure without a zoning clearance or building permit. Following receipt of the violation notice, Mr. Koontz contacted the Planning Office. A site inspection by the Planning Staff discovered that the construction encroached on the required side yard setbacks. A request for a Special Use Permit to waive the side yard setbacks must be approved for the accessory structure to remain in its current location.

Article 3.E. Section C Item 20 allows a "waiver of side yard requirement for accessory uses" as a use permitted by Special Use Permit within the OT-R zoning district. The subject accessory structure is located approximately one (1) foot from the side property line. A Special Use Permit will be necessary for the structure to remain in its current location.

Thirty-six notices were sent out to property owners within three hundred feet. Five unopposed notices were received.

On April 8, 2024, the City Planning Commission voted 6-0 to recommend approval of Special Use Permit request PZ24-00131 to allow a waiver of side yard setbacks for an accessory use at 136 Gatewood Avenue (Parcel ID 57476) in accordance with Article 3.E Section C Item 20.

RECOMMENDATION

It is recommended that City Council adopt an Ordinance to grant a Special Use Permit to allow a waiver of side yard setbacks for an accessory use in accordance with Article 3.E. Section C Item 20 at Parcel ID 57476 (136 Gatewood Avenue).

Attachments

1. Ordinance
 2. Application - 136 Gatewood Avenue
 3. Picture
 4. 136 Gatewood Avenue - Aerials
 5. 136 Gatewood Avenue - Owners
 6. 136 Gatewood Avenue - Landuse
 7. Violation Letter - 136 Gatewood Avenue
 8. Planning Commission Recommendation
-

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2024____.____

AN ORDINANCE GRANTING SPECIAL USE PERMIT APPLICATION PZ24-00131, FILED BY CHRIS KOONTZ, REQUESTING A SPECIAL USE PERMIT TO GRANT A WAIVER OF SIDE YARD REQUIREMENT FOR ACCESSORY USES AT PARCEL ID 57476 (136 GATEWOOD AVENUE) IN ACCORDANCE WITH ARTICLE 3.E., SECTION C., ITEM 20.

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 PZ24-00131, filed by Chris Koontz, requesting a Special Use Permit to grant a waiver of side yard requirements for accessory uses at Parcel ID 57476 (136 Gatewood Avenue) in accordance with Article 3.E., Section C., Item 20, 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 PZ24-00131, filed by Chris Koontz, requesting a Special Use Permit to grant a waiver of side yard requirements for accessory uses at Parcel ID 57476 (136 Gatewood Avenue) in accordance with Article 3.E., Section C., Item 20, is hereby granted and approved.

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 #: P224-00131 PC Meeting Date: _____
Date Received: 3-11-24 Received By: LISA JONES
Parcel ID: 57476 Address: 136 Gatewood Avenue
Existing Zoning OTR Future Land Use: OTR

APPLICANT PROVIDED INFORMATION

Property Location (address/ID#): 136 Gatewood Ave Danville Va 24541

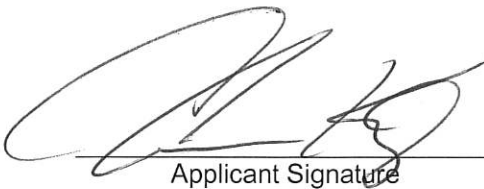
Applicant: Chris Koontz

Applicant's Address: 136 Gatewood Ave.

Applicant's Phone Number: 304-767-8736

Applicant's E-mail: muskeyhunter1967@gmail.com

Describe Proposed Request: to allow 8X12 utility building to remain in place in side yard

 3/11/24
Applicant Signature date

 3/11/24
Property Owner Signature date
(if not applicant)

C. - Uses Permitted by Special Use Permit.

1. Attached residential (townhouse dwellings).
2. Duplex residential dwellings (one dwelling per subdivided lot).
3. Bed and breakfast inn, or tourist home (as defined).
4. Cemeteries.
5. Commercial swimming pools and tennis courts (except as may be approved on a general development plan).
6. Cupolas, spires and steeples for public and semi-public uses.
7. Day care centers (adult and child).
8. Golf course, not including a miniature golf course.
9. Group home.
10. Libraries.
11. Museums, historic sites and shrines.
12. Nursery schools.
13. Private swimming pools and tennis courts.
14. Schools, colleges and universities (public or private).
15. Public uses and utilities.
16. Private clubs and lodges.
17. Private community facilities, recreation uses and other common area improvements normally associated with a planned residential development limited to use by residents.
18. Storage lots for recreational vehicles (for residences within the OT-R District).
19. Temporary real estate marketing offices for new subdivisions.
20. Waiver of side yard requirement for accessory uses.
21. Waiver of minimum lot size and width for single family detached residences located on infill lots with existing public street frontage.
22. Zero lot line residential units (only permitted for new construction).
23. Accessory building or accessory use without a primary building being located on the parcel.
24. Family day care home.
25. Transitional living shelter.
26. Post-release housing.
27. Agriculture.
28. Urban agriculture.
29. Short-term rental, as principal use.







YEAR 2030 LAND USE PLAN FOR AREA SURROUNDING SUBJECT PROPERTY

Prepared by:
Planning Division
3/18/2024

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City of Danville
Community Development
Planning Division

January 18, 2024

CHRISTOPHER & JENNIFER KOONTZ
136 GATEWOOD AVENUE
DANVILLE, VA 24541

RE: Zoning Violations at 136 Gatewood Avenue

Dear Property Owners:

The purpose of this letter is to inform you of a violation of the Zoning Code at 136 Gatewood Avenue.

This violation involves the following:

Chapter 41 - ZONING ORDINANCE ARTICLE 2. – Q. Fences or walls up to **four (4) feet tall may project into or enclose front** and street side yards. Fences or walls up to eight (8) feet tall may project into or enclose interior side and rear yards.

Chapter 41 – Zoning Ordinance Article 3. E. F. 2. Minimum yard requirements. The building is closer than 6 feet to the side property line and there was no zoning clearance issued.

You, have Ten (10) DAYS from the date of this letter to comply with the provisions of the Code. If you have any questions, please contact me at (434) 799-5260.

Sincerely,

Lisa Jones
Planning Technician
434-799-526 Ext. 3783
joneslk@danvilleva.gov







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

City Planning Commission

MEMORANDUM

DATE: APRIL 8, 2024
TO: CITY COUNCIL
FROM: CITY PLANNING COMMISSION
RE: SPECIAL USE PERMIT APPLICATION PZ24-00131

REQUEST

Special Use Permit application PZ24-00131 filed by Chris Koontz for a waiver of side yard requirement for accessory uses in accordance with Article 3.E Section C Item 20 at 136 Gatewood Avenue (Parcel 57476).

RECOMMENDATION

The Planning Commission, at their April 8, 2024, meeting voted 6 - 0 to recommend approval of Special Use Permit Request PZ23-00131.

Mr. Steve Petrick, Chair

Council Letter City of Danville, Virginia



CL - 1306

NEW BUSINESS D.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Rezoning Application to Rezone 533 Piney Forest Road from PS-C Planned Shopping Center Commercial to HR-C Highway Retail Commercial.

From: Renee Burton, Division Director of Planning

COUNCIL ACTION

1. Public Hearing
2. An Ordinance Rezoning from PS-C Planned Shopping Center Commercial to HR-C Highway Retail Commercial Parcel ID 56964 (533 Piney Forest Road).

SUMMARY

533 Piney Forest Road is a 3.7 acre tract with a vacant single family structure that is currently zoned PS-C Planned Shopping Center Commercial. The adjoining properties, 525 Piney Forest Road to the south and 541 Piney Forest Road to the north, are owned by the applicants and are zoned HR-C Highway Retail Commercial. A rezoning is necessary to allow the owners to consolidate these parcels for sale and potential commercial development. Rezoning to HR-C, Highway Retail Commercial is compatible with the zoning of the adjacent properties, surrounding area and the Comprehensive Plan. There is no particular development plan at this time.

Forty-one (41) notices were sent out to property owners within three hundred feet. Eight responses were received; six responses were unopposed, two responses were opposed.

On April 8, 2024, the City Planning Commission voted 6 - 0 to approve Rezoning Request PZ24-00135 to rezone 533 Piney Forest Road (Parcel ID 56964) from PS-C, Planned Shopping Center Commercial to HR-C, Highway Retail Commercial.

RECOMMENDATION

It is recommended that City Council grant an Ordinance rezoning Parcel ID 56964 (533 Piney Forest Road) from PS-C, Planned Shopping Center to HR-C, Highway Retail Commercial.

Attachments

1. Ordinance
 2. Rezoning Application - 533 Piney Forest Road
 3. 533 Piney Forest Road - Aerials
 4. 533 Piney Forest Road - Owners
 5. 533 Piney Forest Road - Landuse
 6. Planning Commission Recommendation
-

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2024____.____

AN ORDINANCE REZONING FROM PS-C PLANNED SHOPPING CENTER COMMERCIAL TO HR-C HIGHWAY RETAIL COMMERCIAL PARCEL ID 56964 (533 PINEY FOREST ROAD).

WHEREAS, in accordance with the Code of the City of Danville, Virginia, 1986, as amended, Fred Webb, Donna Webb, Jennifer Turner, and Sarah Kubic, have requested to rezone from PS-C Planned Shopping Center Commercial district to HR-C Highway Retail Commercial district, Parcel ID 56964 (533 Piney Forest Road), 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 Zoning Administrator recommending approval of Rezoning Application PZ24-00135, filed by Fred Webb, Donna Webb, Jennifer Turner and Sarah Kubic, requesting to rezone from the PS-C Planned Shopping Center Commercial District to HR-C Highway Retail Commercial District, Parcel ID 56964 (533 Piney Forest Road) 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 PZ24-00135, filed by Fred Webb, Donna Webb, Jennifer Turner, and Sarah Kubic, requesting to rezone from the PS-C Planned Shopping Center Commercial district to HR-C Highway Retail Commercial district of the City of Danville, Virginia Zoning District Map, and is hereby approved, and

BE IT FINALLY ORDAINED that Parcel ID 56964, of the City of Danville, Virginia 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 #: P224-00135 PC Meeting Date: April 8, 2024
Date Received: 3-11-24 Received By: Renee Burton
Parcel ID: 56964 Zoning District: PSC
Existing Zoning: PSC Proposed Zoning: HRC

APPLICANT PROVIDED INFORMATION

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

Property Address: 533 Piney Forest Rd (PIN 56964) Gross Area/Net Area: 3.728 acres

Property Location: N ☐ S ☐ E ☐ W ☒ Side of: Piney Forest Rd.

Between: 525 Piney Forest Rd. (PIN 51287) and 541 Piney Forest Rd. (PIN 50176)

Proffered Conditions (if any, please attach): _____

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

Name: Fred Webb, Donna Webb, Jennifer Turner, and Sarah Kubic Telephone: (434) 251-7529 (Fred)

Mailing Address: 131 Hemlock Dr, Danville, VA 24540 (Fred)

Email Address: knightsgm60@gmail.com (Fred)

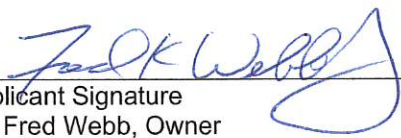
APPLICANT (PLEASE TYPE OR PRINT):

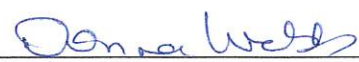
If the applicant is not the property owner, written authorization from the property owner must accompany this application.

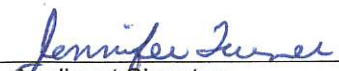
Name: See above Telephone: See above

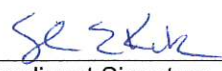
Mailing Address: See above

Email Address: See above

 3/3/24
Applicant Signature date
By: Fred Webb, Owner

 3/3/24
Applicant Signature date
Donna Webb, Owner

 3/3/24
Applicant Signature date
By: Jennifer Turner, Owner

 3-3-24
Applicant Signature date
Sarah Kubic, Owner

March 11, 2024

Via Hand Delivery and Electronic Mail

Renee Burton
Director of Planning
City of Danville
427 Patton Street
Danville, Virginia 24541

Re: Application for Rezoning submitted by Fred K. Webb, Jr., Donna Webb, Jennifer Turner, and Sarah Kubic

Dear Ms. Burton:

On behalf of Fred K. Webb, Jr., Donna Webb, Jennifer Turner, and Sarah Kubic (the "Applicants"), I am pleased to submit the enclosed application, which is marked as Exhibit A (the "Application"), to rezone Parcel Identification Number 56964 (the "Parcel").

Also enclosed is a check in the amount of \$360.00, representing the City's fee associated with the Application.

Relevant Background Information

In addition to the Parcel, the Applicants own the separate vacant lots – PINs 51287 and 50176, respectively (the "Neighboring Lots") – on either side of the Parcel. While the Neighboring Lots are zoned HRC (Highway Retail Commercial), the Parcel is zoned PS-C (Planned Shopping Center Commercial).

Application for Rezoning

The Applicants request that the Parcel be rezoned HRC, which will allow for (1) consistent zoning across it and the Neighboring Lots and (2) the subsequent replatting of these three properties as one combined parcel, which will allow for easier ultimate disposition of this inherited property.

In addition to conforming the Parcel's zoning designation to that of the Neighboring Lots, rezoning the Parcel as HRC will result in its designation being consistent with nearly all nearby properties on the active commercial corridor of Piney Forest Road.

Compatibility Considerations

The rezoning requested in the Application is in harmony with multiple goals of the City's 2030 Comprehensive Plan: it both (1) has potential to enhance further the Piney Forest Road corridor if the Applicants or another owner desired to pursue commercial development of the

Parcel (other than through a planned shopping center) and, in doing so, (2) would support the continued economic development of the region in a manner that promotes sustainable land use.

Furthermore, the desired rezoning is compatible with that of surrounding properties, given the long-standing commercial activity within this corridor and the HRC designations that reflect this activity.

Finally, the rezoning is also compatible with existing pedestrian and vehicular traffic patterns and preserves the status quo in both respects. The Parcel is also served by public facilities, and the rezoning sought here will not change or require expansion of such service.

Application Requirements for Rezoning

Our intention has been to address above each of the requirements identified as a requirement for consideration of the Application. To the extent that any item has been overlooked, we will gladly and promptly supplement this letter.

* * *

Thank you in advance for your consideration of this Application. Should you or your staff have any questions, do not hesitate to let me know. We look forward to discussing the Application with the Planning Commission in April.

Sincerely,



Steven P. Gould

Enclosures

cc: Fred K. Webb, Jr. (w/encls.) [via electronic mail]



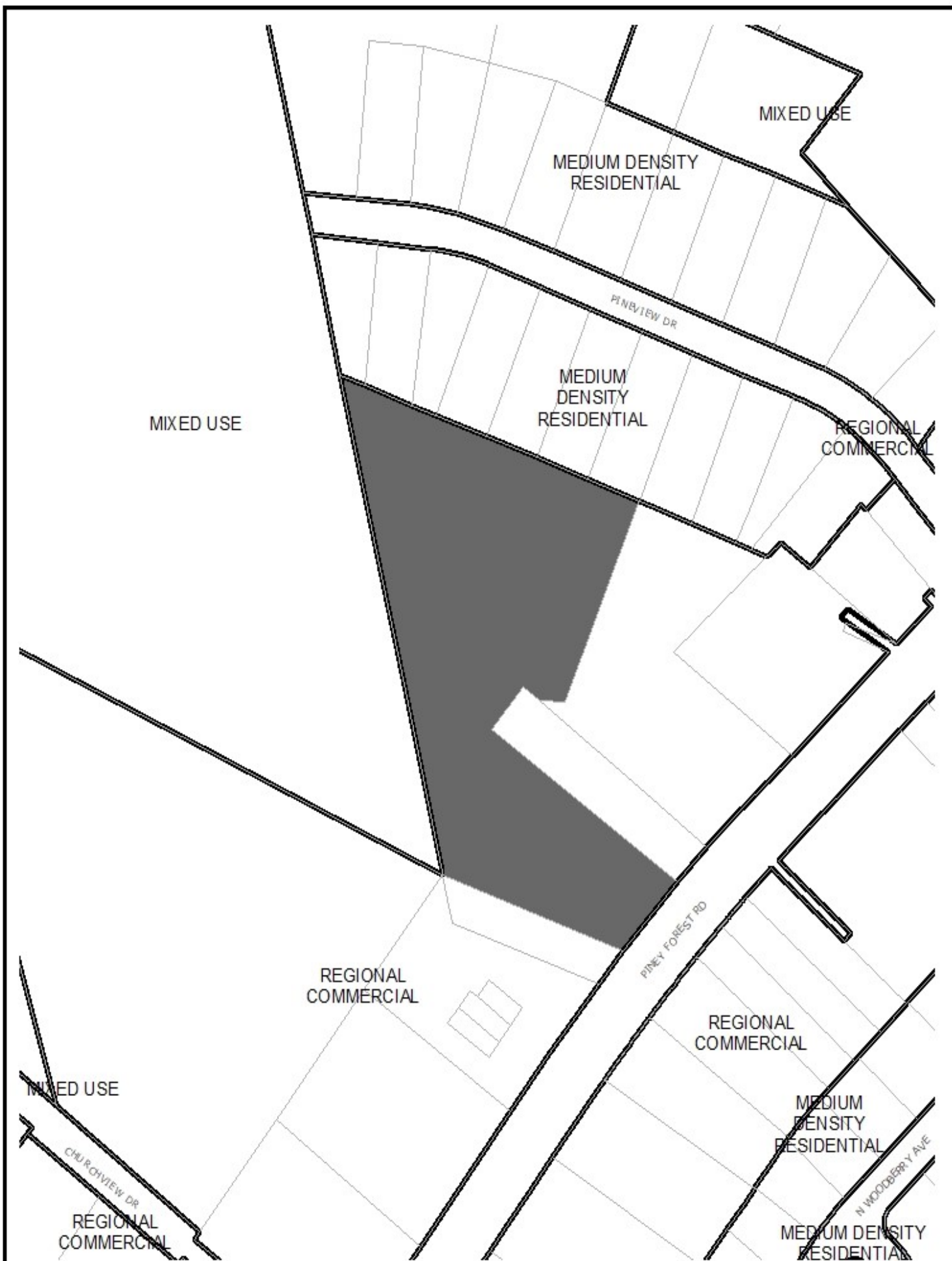


SURROUNDING PROPERTY OWNERS AND ZONING WITHIN 300 FEET OF SUBJECT PROPERTY



Prepared by:
Planning Division
3/18/2024

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YEAR 2030 LAND USE PLAN FOR AREA SURROUNDING SUBJECT PROPERTY

Prepared by:
Planning Division
3/18/2024

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

City Planning Commission

MEMORANDUM

DATE: APRIL 8, 2024
TO: CITY COUNCIL
FROM: CITY PLANNING COMMISSION
RE: REZONING APPLICATION PZ24-00135

REQUEST

Rezoning application PZ24-00135 filed by Fred Webb, Donna Webb, Jennifer Turner, and Sarah Kubic to rezone 533 Piney Forest Road (Parcel 56964) from PS-C Planned Shopping Center Commercial to HR-C Highway Retail Commercial.

RECOMMENDATION

The Planning Commission, at their April 8, 2024, meeting voted 6 - 0 to recommend approval of Rezoning Request PZ23-00135.

Mr. Steve Petrick, Chair

Council Letter City of Danville, Virginia



CL - 1307

NEW BUSINESS E.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Special Use Permit Application to Allow Uses Permitted by Right and by Special Use Permit at 874 Cahill Court.

From: Renee Burton, Division Director of Planning

COUNCIL ACTION

1. Public Hearing
2. An Ordinance Granting Special Use Permit Application PZ24- 00134, filed by FHC Holdings LLC, Requesting a Special Use Permit to Allow Uses Permitted by Right and Special Use Permit in the HR-C District at Parcel ID 23207 (874 Cahill Court) in Accordance with Article 3.O., Section C., Item 15.

SUMMARY

874 Cahill Court is the location of a sixty-six thousand square foot warehouse with frontage on the Dan River. The structure was once used by the Dan River Mills Company and is zoned LED-I Light Economic Development. The applicant, FHC Holdings LLC, proposes a contractor's shop, warehouse, offices and associated indoor retail sales at this location.

The property will be occupied by J.W. Squire Company, Inc. J.W. Squire supplies and installs interior finishes such as paint, flooring, counter tops, window treatments and tiles for ceilings and walls. The new location at 874 Cahill Court will allow the company to consolidate the company's services from multiple buildings to one. The operation will require off-street parking. While there is no on-site parking, the applicant has proposed a parking solution by providing nearby parking facility for the project.

LED-I, Article 3.O, does not allow for contractor offices or retail sales by right. However, Article 3.O Section C Item 15 of the Zoning Code allows uses that are permitted by right and special use permit in the HR-C District, Article 3.M, to occur with the approval of a Special Use Permit. Items 26 and 34 in the HR-C zoning classification allow retail sales and contractor offices, respectively.

Ten notices were sent out to property owners within three hundred feet. Two unopposed notices were received.

On April 8, 2024, the City Planning Commission voted 6 - 0 to recommend approval of Special Use Permit request PZ24-00134 at 874 Cahill Court (Parcel 23207) to allow uses permitted by right and by Special Use Permit in the HR-C District in accordance with Article 3.O Section C Item 15. The applicant has requested approval to operate a contractor office and retail sales at this location.

RECOMMENDATION

It is recommended that the City Council adopt an Ordinance to grant a Special Use Permit to allow uses permitted by right and by Special Use Permit in the HR-C District in accordance with Article 3.0 Section C Item 15 at Parcel ID 23207 (874 Cahill Court). The applicant requests to operate a contractors' office and retail sales.

Attachments

1. Ordinance
 2. Special Use Permit Application - 874 Cahill Court
 3. 874 Cahill Court - Aerials
 4. 874 Cahill Court - Owners
 5. 874 Cahill Court - Landuse
 6. Planning Commission Recommendation
-

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2024____.____

AN ORDINANCE GRANTING SPECIAL USE PERMIT APPLICATION PZ24-00134, FILED BY FHC HOLDINGS LLC, REQUESTING A SPECIAL USE PERMIT TO ALLOW USES PERMITTED BY RIGHT AND SPECIAL USE PERMIT IN THE HR-C DISTRICT AT PARCEL ID 23207 (874 CAHILL COURT) IN ACCORDANCE WITH ARTICLE 3.O., SECTION C., ITEM 15.

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 PZ24-00134, filed by FHC Holdings LLC, requesting a Special Use Permit to allow uses permitted by right and special use permit in the HR-C District at Parcel ID 23207 (874 Cahill Court) in accordance with Article 3.O., Section C., Item 15, 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 PZ24-00134, filed by FHC Holdings LLC, requesting a Special Use Permit to allow uses permitted by right and special use permit in the HR-C District at Parcel ID 23207 (874 Cahill Court) in accordance with Article 3.O., Section C., Item 15, is hereby granted and approved.

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 #: P224-00134 PC Meeting Date: April 8, 2024
Date Received: 3-11-24 Received By: Renee Burton
Parcel ID: 23207 Address: 874 Cahill Court
Existing Zoning LEDI Future Land Use: LEDI

APPLICANT PROVIDED INFORMATION

Property Location (address/ID#): 874 Cahill Court

Applicant: FHC Holdings LLC

Applicant's Address: 2795 Loop Road, Keeling, VA 24566

Applicant's Phone Number: (434) 792-3822

Applicant's E-mail: SMerricks@jwsquirecoinc.com

Describe Proposed Request: See attached letter

Steve D. Zell 3/11/2024

Applicant Signature date

Counsel for FHC Holdings LLC

Property Owner Signature date
(if not applicant)

March 11, 2024

Via Hand Delivery and Electronic Mail

Renee Burton
Director of Planning
City of Danville
427 Patton Street
Danville, Virginia 24541

Re: Application for Special Use Permit submitted by FHC Holdings LLC

Dear Ms. Burton:

On behalf of FHC Holdings LLC (the "Applicant"), I am pleased to submit the enclosed application, which is marked as Exhibit A (the "Application"), for a special use permit for Parcel Identification Number 23207 (the "Parcel").

Also enclosed is a check in the amount of \$360.00, representing the City's fee associated with the Application.

Relevant Background Information

The Parcel is home to a storage warehouse that is currently zoned LED-I (Light Economic Development – Industrial). The Applicant acquired the Parcel in December 2023 and wishes to operate a contractor's office and shop with associated retail sales.

Application for Special Use Permit

Article 3.O.B of the City of Danville's Zoning Ordinance allows, as a special use on LED-I-zoned parcels, "[u]ses permitted by right and by special use permit in the HR-C District."

Article 3.M.B identifies both "[c]ontractor's offices and shops" and "[r]etail sales and leasing establishments, with screened outdoor sales or display of products limited to no greater than 15% of the net developable lot area" as permitted uses on HR-C-zoned parcels.

As such, the Applicant seeks a special use permit for these two specific uses.

Please note that (i) the Applicant does not anticipate any outdoor sales or display and (ii) sales will be a secondary use of the Parcel.

The Applicant is also in the process of securing parking to serve the Parcel should these additional uses be approved; in the event there is any delay in securing the same, the Applicant may request that consideration of its Application be delayed for a short period by the Planning Commission.

Compatibility Considerations

The rezoning requested in the Application is in harmony with the City's 2030 Comprehensive Plan, as it supports and promotes the City's existing economic base: the Parcel will provide support for multiple local businesses that are actively engaged in, or provide key support to, the construction industry.

Furthermore, the desired rezoning is compatible with that of surrounding properties, given the long-standing commercial activity in this area.

Finally, the rezoning is also compatible with existing pedestrian and vehicular traffic patterns and preserves the status quo in both respects. The Parcel is also served by public facilities, and the rezoning sought here will not change or require expansion of such service.

Application Requirements for Rezoning

Our intention has been to address above each of the requirements identified as a requirement for consideration of the Application. To the extent that any item has been overlooked, we will gladly and promptly supplement this letter.

* * *

Thank you in advance for your consideration of this Application. Should you or your staff have any questions, do not hesitate to let me know. We look forward to discussing the Application with the Planning Commission in April.

Sincerely,

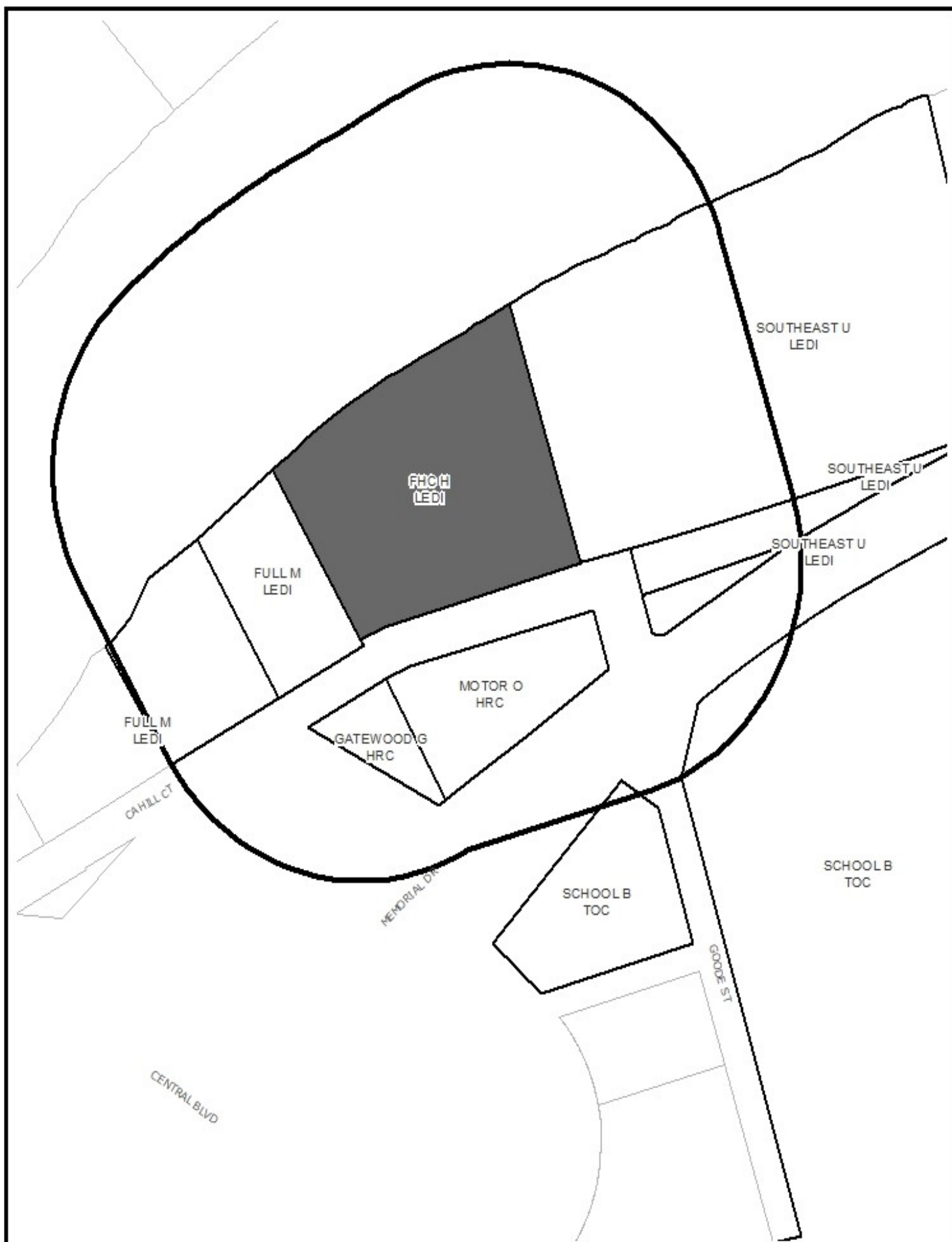


Steven P. Gould

Enclosures

cc: FHC Holdings LLC (w/encls.) [via electronic mail]



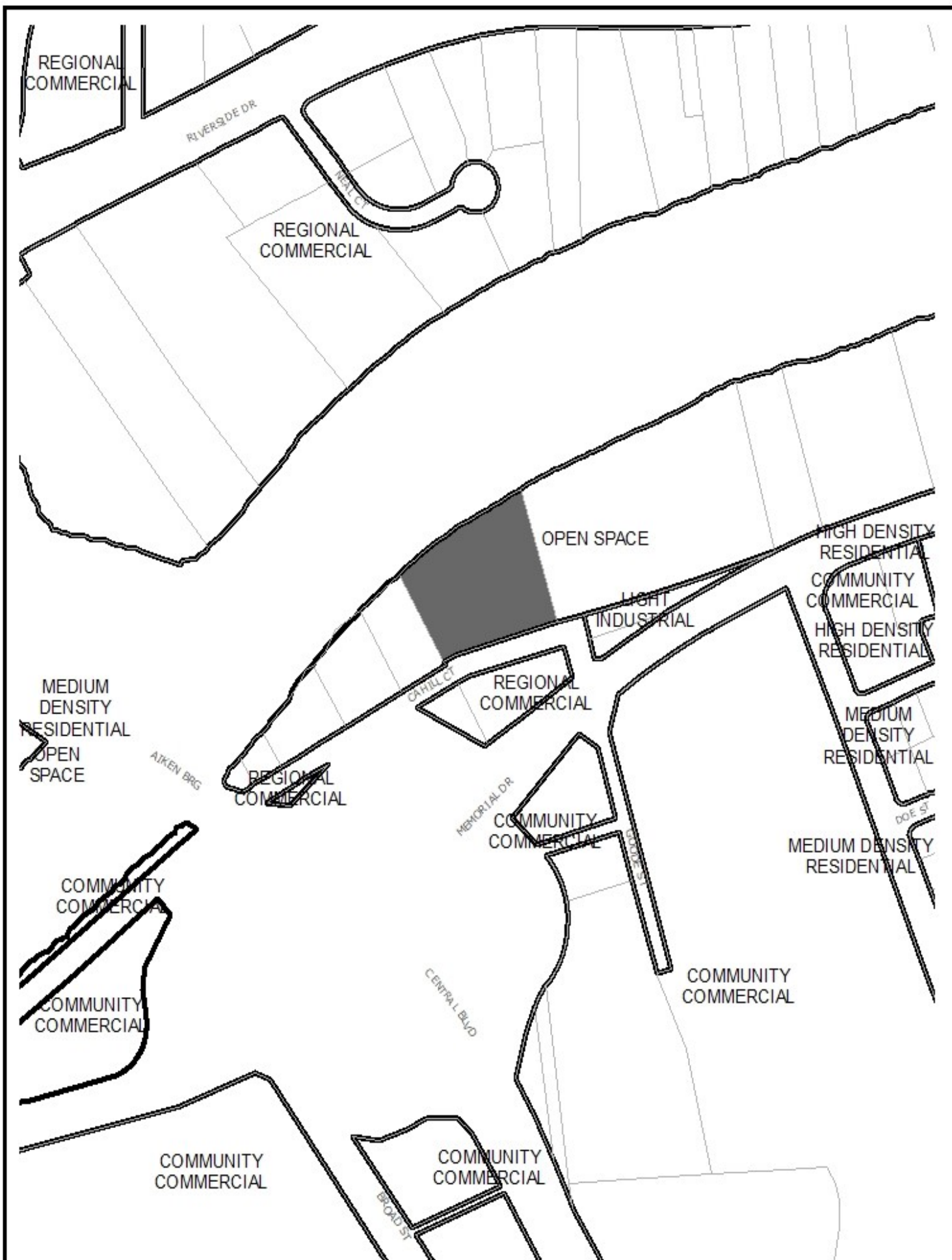


SURROUNDING PROPERTY OWNERS AND ZONING WITHIN 300 FEET OF SUBJECT PROPERTY



Prepared by:
Planning Division
3/18/2024

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YEAR 2030 LAND USE PLAN FOR AREA SURROUNDING SUBJECT PROPERTY

Prepared by:
Planning Division
3/18/2024

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

City Planning Commission

MEMORANDUM

DATE: APRIL 8, 2024
TO: CITY COUNCIL
FROM: CITY PLANNING COMMISSION
RE: SPECIAL USE PERMIT APPLICATION PZ24-00134

REQUEST

Special Use Permit application PZ24-00134 filed by FHC Holdings LLC to allow uses permitted by right and by special use permit in the HR-C District in accordance with Article 3.O Section C Item 15 at 874 Cahill Court (Parcel 23207)

RECOMMENDATION

The Planning Commission, at their April 8, 2024, meeting voted 6 - 0 to recommend approval of Special Use Permit Request PZ23-00134.

Mr. Steve Petrick, Chair

Council Letter City of Danville, Virginia



CL - 1308

NEW BUSINESS F.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Rezoning Application to Rezone 221 South Main Street from OT-R Old Town Residential to TO-C Transitional Office.

From: Renee Burton, Division Director of Planning

COUNCIL ACTION

1. Public Hearing
2. An Ordinance Rezoning from OT-R Old Town Residential to TO-C Transitional Office Commercial Parcel IDs 24101 and 25694 (221 South Main Street).

SUMMARY

221 South Main Street and the adjacent parking lot (Parcel ID 25694) are zoned OT-R, Old Town Residential. The structure has been historically utilized as the L.H. Brooks funeral home, but has remained vacant since 2007. Funeral home operations were conducted at this location under a legal non-conforming or grandfathered status from 2004-2007. The OT-R zoning classification does not allow funeral home operations, but due to its historic and continued use as a funeral home, it was allowed to remain in operation. The vacancy of the structure since 2007 has voided the non-conforming status. Any proposed use must comply with the regulations of the OT-R designation.

The applicant, David McLaughlin, has requested to return the structure to its historic use as a funeral home. Approval of a rezoning request from OT-R to TO-C, Transitional Office Commercial, is necessary for this proposal. The TO-C zoning classification allows the operation of funeral home services by right. The adjacent parking lot must be rezoned from OT-R to TO-C as well to allow consolidation of the two parcels.

To the north of the subject area is a medical facility zoned TO-C, to the west are medical facilities and floral shop zoned N-C, Neighborhood Commercial and to the south and east there is a mixture of N-C and OT-R zoning for structures used commercially and as single family dwellings.

Forty notices were sent out to property owners within three hundred feet. Two responses were received; one unopposed and one opposed.

On April 8, 2024, the City Planning Commission voted 6-0 to recommend approval of Rezoning Request PZ24-00136 to rezone 221 South Main Street and the adjacent vacant lot (Parcel IDs 24101 and 25694) from OT-R Old Town Residential to TO-C Transitional Office Commercial with the following condition:

1. Parcels 24101 and 25694 must be consolidated prior to business operation.

RECOMMENDATION

It is recommended that City Council adopt an Ordinance rezoning Parcel IDs 24101 and 25694 from OT-R Old Town Residential to TO-C Transitional Office Commercial with the following condition:

1. Parcels 24101 and 25694 must be consolidated prior to business operation.
-

Attachments

1. Ordinance
 2. Rezoning Application - 221 South Main Street
 3. 221 South Main Street - Aerials
 4. 221 South Main Street - Owners
 5. 221 South Main Street - Landuse
 6. Planning Commission Recommendation
-

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2024____.____

AN ORDINANCE REZONING FROM OT-R OLD TOWN RESIDENTIAL TO TO-C TRANSITIONAL OFFICE COMMERCIAL PARCEL IDS 24101 AND 25694 (221 SOUTH MAIN STREET).

WHEREAS, in accordance with the Code of the City of Danville, Virginia, 1986, as amended, David McLaughlin, has requested to rezone from OT-R Old Town Residential district to TO-C Transitional Office Commercial district, Parcel ID's 24101 and 25694 (221 South 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 Zoning Administrator recommending approval of Rezoning Application PZ24-00136, filed by David McLaughlin, requesting to rezone from the OT-R Old Town Residential district to TO-C Transitional Office Commercial district, Parcel IDs 24101 and 25694 (221 South Main Street) of the City of Danville, Virginia Zoning District Map, is hereby received; with the following condition:

1. Parcels 24101 and 25694 must be consolidated prior to business operation

AND BE IT FURTHER ORDAINED that in consideration of said report and the public hearing this day held by Council, Rezoning Application PZ24-00136, filed by David McLaughlin, requesting to rezone from the OT-R Old Town Residential district to TO-C Transitional Office Commercial district of the City of Danville, Virginia Zoning District Map, is hereby approved, with the following condition:

1. Parcels 24101 and 25694 must be consolidated prior to business operation.

AND BE IT FINALLY ORDAINED that Parcel IDs 24101 and 25694 of the City of Danville, Virginia 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 #: P224-00136 PC Meeting Date: April 8, 2024
Date Received: 3-12-24 Received By: LIBA JONES
Parcel ID: 24101 Zoning District: OTR
Existing Zoning: OTR Proposed Zoning: Toc

APPLICANT PROVIDED INFORMATION

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

Property Address: 221 S Main St Gross Area/Net Area: 6540
Danville Va 24541

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

Between: _____ and _____

Proffered Conditions (if any, please attach): _____

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

Name: David L. McLaughlin Telephone: 202-577-7548

Mailing Address: 221 S. Main St, Danville VA 2454

Email Address: dimgoodman2007@gmail.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: _____

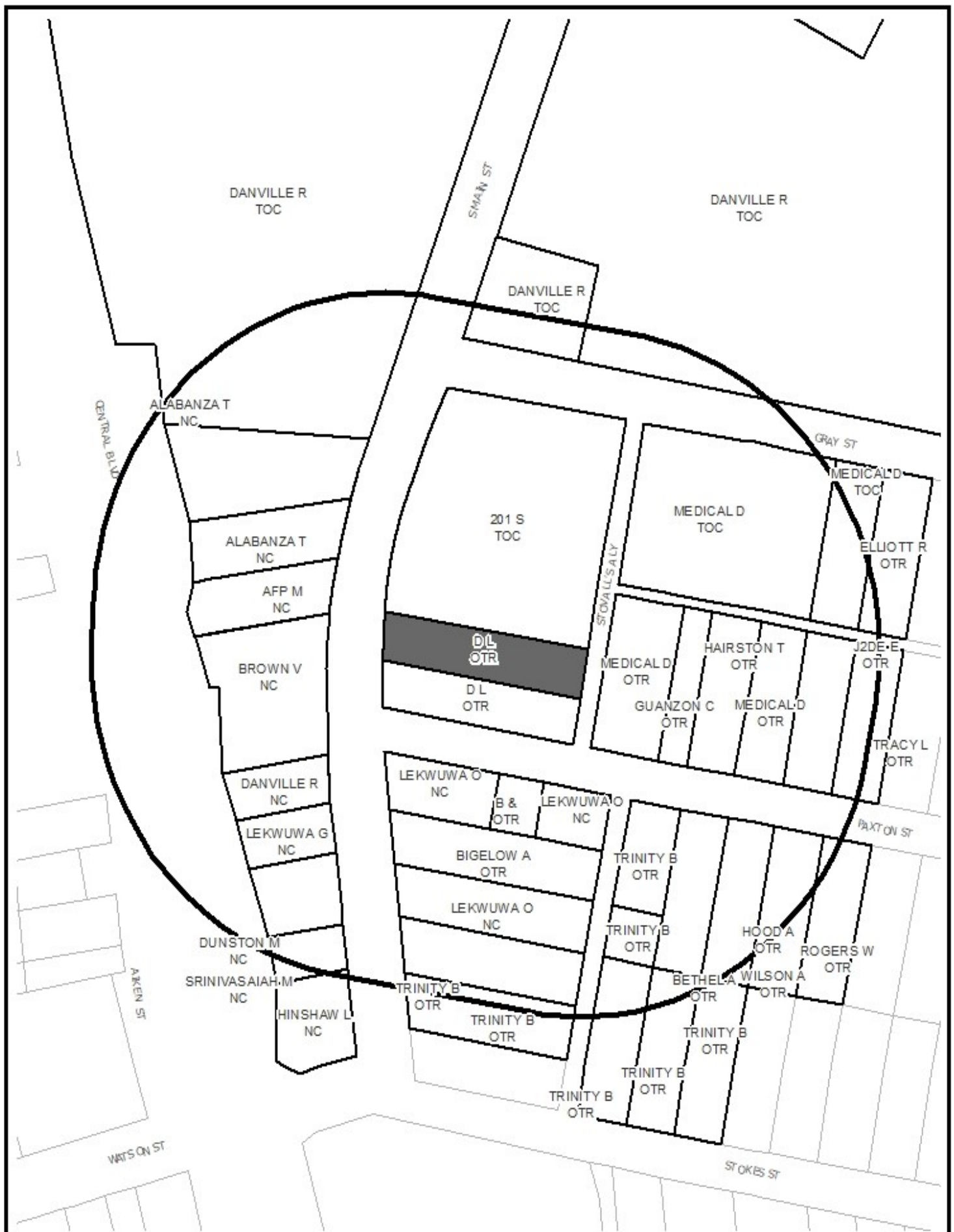
Mailing Address: _____

Email Address: _____

David L. McLaughlin 3/12/24
Applicant Signature date

David L. McLaughlin 3/12/24
Property Owner Signature date
(if not applicant)

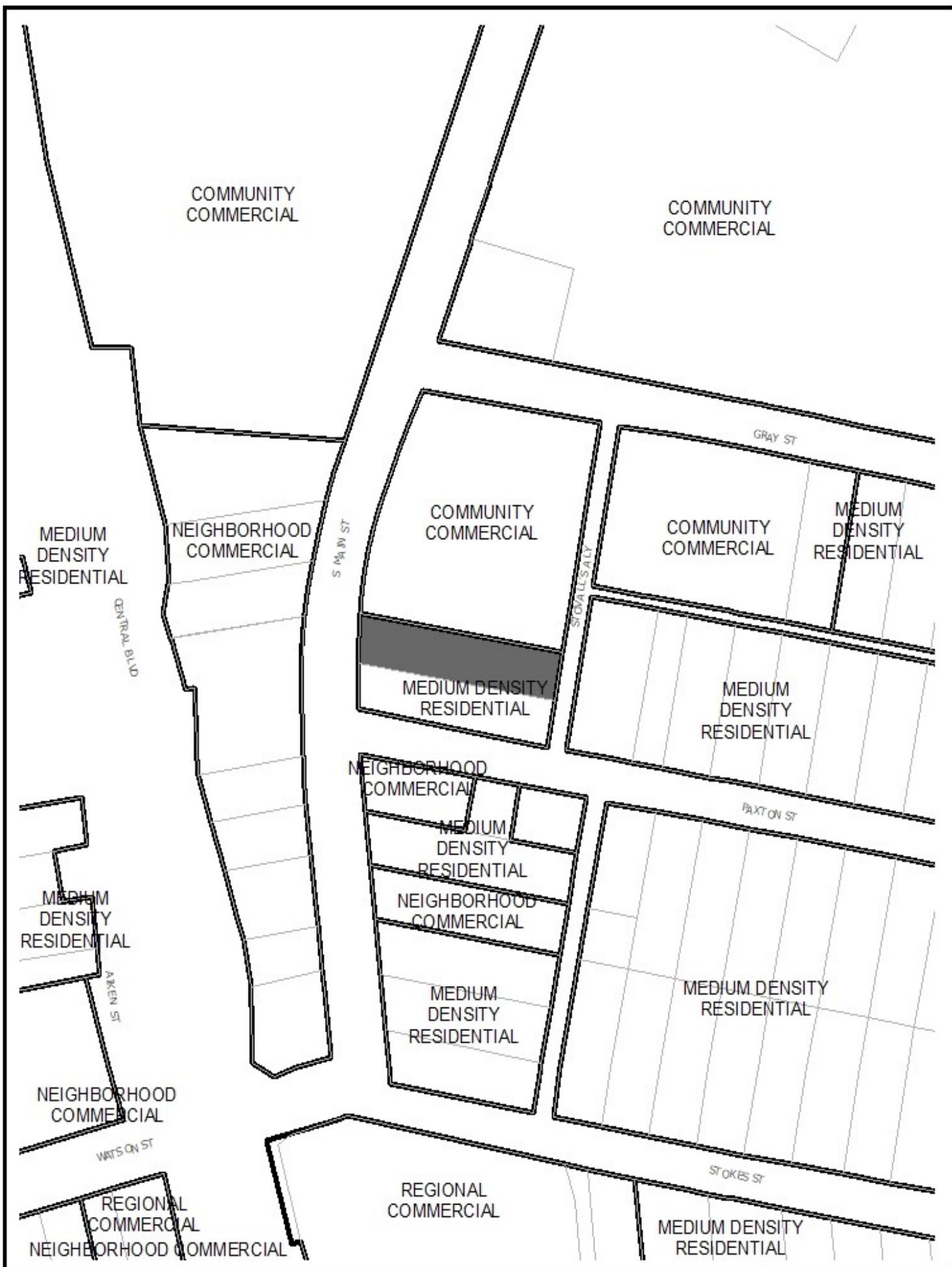




SURROUNDING PROPERTY OWNERS AND ZONING WITHIN 300 FEET OF SUBJECT PROPERTY

Prepared by:
Planning Division
3/18/2024

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YEAR 2030 LAND USE PLAN FOR AREA SURROUNDING SUBJECT PROPERTY

Prepared by:
Planning Division
3/18/2024

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

City Planning Commission

MEMORANDUM

DATE: APRIL 8, 2024
TO: CITY COUNCIL
FROM: CITY PLANNING COMMISSION
RE: REZONING APPLICATION PZ24-00136

REQUEST

Rezoning application PZ24-00136 filed by David McLaughlin to rezone 221 South Main Street (Parcels 24101 and 25694) from OT-R Old Town Residential to TO-C Transitional Office.

RECOMMENDATION

The Planning Commission, at their April 8, 2024, meeting voted 6 - 0 to recommend approval of Rezoning Request PZ23-00136 with the following conditions:

1. Parcels 24101 and 25694 must be consolidated prior to business operation

Mr. Steve Petrick, Chair

Council Letter City of Danville, Virginia



CL - 1309

NEW BUSINESS G.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Special Use Permit Application to Allow a Waiver of Yard Requirements at 424 Airport Drive.

From: Renee Burton, Division Director of Planning

COUNCIL ACTION

1. Public Hearing
2. An Ordinance Granting Special Use Permit Application PZ24- 00137, filed by Dewberry, Requesting a Special Use Permit to Allow a Waiver of Yard Requirements in Accordance with Article 3.O., Section C., Item 25 of Chapter 41., Entitled "Zoning Ordinance" of the Code of the City of Danville, Virginia to Include Parcel ID 76366.

SUMMARY

The applicant is requesting a Special Use Permit for waiver of yard requirements at 424 Airport Drive in accordance with Article 3.O. Section C Item 25 to allow a twenty (20) foot front yard setback. 424 Airport Drive is home to Danville Regional Airport and is located in the LED-I Light Economic Development District. The LED-I district requires a front, side, and rear setback of fifty (50) feet where the property line is the exterior boundary of the property. The proposed project is located on the exterior boundary of the industrial park.

The proposed 12,532 square foot hanger will be the location of the new Danville Aviation Training Facility. The Training Facility will be utilized by both Danville Community College's Aviation Maintenance Technology Program and Averett University's Aeronautics Program. The facility is designed to enhance the programs at both schools by providing advanced education, research and training. The facility will also impact our community through economic growth, advanced education opportunities and enhanced site improvements to Danville's Regional Airport.

Fifty-one (51) notices were sent out to property owners within three hundred feet. Three unopposed notices were received.

On April 8, 2024, the City Planning Commission voted 6-0 to recommend approval of Special Use Permit Request PZ24-00137 to allow a waiver of yard requirements at 424 Airport Drive (Parcel ID 76366) in accordance with Article 3.O Section C Item 25 with the following conditions:

1. The front yard setback may be reduced to no less than twenty (20) feet.

RECOMMENDATION

It is recommended that City Council adopt an Ordinance to approve a Special Use Permit to allow a

waiver of yard requirements at Parcel ID 76366 (424 Airport Drive) in accordance with Article 3.O Section C Item 25 with the following condition:

1. The front yard setback may be reduced to no less than twenty (20) feet
-

Attachments

1. Ordinance
 2. Special Use Permit Application - 424 Airport Drive
 3. Plans
 4. Aviation Training Facility Design Updates - Dewberry
 5. 424 Airport Drive - Aerials
 6. 424 Airport Drive - Owners
 7. 424 Airport Drive - Landuse
 8. Planning Commission Recommendation
-

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2024____.____

AN ORDINANCE GRANTING SPECIAL USE PERMIT APPLICATION PZ24-00137, FILED BY DEWBERRY, REQUESTING A SPECIAL USE PERMIT TO ALLOW A WAIVER OF YARD REQUIREMENTS IN ACCORDANCE WITH ARTICLE 3.O., SECTION C., ITEM 25 OF CHAPTER 41., ENTITLED "ZONING ORDINANCE" OF THE CODE OF THE CITY OF DANVILLE, VIRGINIA TO INCLUDE PARCEL ID 76366.

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 PZ24-00137, filed by Dewberry, requesting a Special Use Permit to allow a waiver of yard requirements in accordance with Article 3.O., Section C., Item 25 of Chapter 41., entitled "Zoning Ordinance" of the Code of the City of Danville, Virginia to include Parcel ID 76366, be, and the same is hereby, received, subject to the following conditions:

1. The front yard setback may be reduced to no less than twenty (20) feet.

AND BE IT FURTHER ORDAINED that in consideration of said report and the public hearing this day held by the Council, Special Use Permit Application PZ24-00137 to allow a waiver of yard requirements in accordance with Article 3.O., Section C., Item 25 of Chapter 41., entitled "Zoning Ordinance" of the Code of the City of Danville, Virginia, to include Parcel ID 76366, is hereby granted and approved, subject to the following conditions:

1. The front yard setback may be reduced to no less than twenty (20) feet.

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 #: P224-00137 PC Meeting Date: April 8, 2024
Date Received: 3-12-24 Received By: Renee Burton
Parcel ID: 16366 Address: 424 Airport Drive
Existing Zoning LEDI Future Land Use: LEDI

APPLICANT PROVIDED INFORMATION

Property Location (address/ID#): 424 Airport Drive Danville, VA 24540, Parcel #76366

Applicant: Larry Hassan

Applicant's Address: 551 Piney Forest Rd Danville, VA 24540

Applicant's Phone Number: 434.549.8509

Applicant's E-mail: lhassan@dewberry.com

Describe Proposed Request: _____

Request for a waiver of yard requirements through the issuance of a special use permit for
the proposed Danville Aviation Training Facility. The special use permit would allow the
proposed facility to have a setback of 20 feet from the edge of the public right-of-way.

Larry Hassan 3.12.24
Applicant Signature date

Marc Adair 3/12/24
Property Owner Signature date
(if not applicant)

From: billpay@paymentus.com
To: [Miraglia, Jeanne](#)
Subject: Payment Confirmation
Date: Tuesday, March 12, 2024 12:04:15 PM

[CAUTION] External Email. DO NOT click links or open attachments unless expected. Please use the "Phish Alert" button to report all suspicious emails.

Dear DEWBERRY ENGINEERS,

We are pleased to confirm your payment with City of Danville. Below is the summary of your payment transaction. Your payment has been received. Payments typically take 2 business days to post to your bill's account, but could possibly take longer. If your account is pending disconnect, please contact Customer Accounts at 434-799-5125 to provide your confirmation number. Thank you for your continued relationship with City of Danville.

Confirmation number: **1330597753**
Payment date: **Mar 12, 2024, 12:04:08 PM**
Payment amount: **\$360.00**

Payment status: **ACCEPTED**

Contact Information

First name: **Dewberry**
Last name: **Engineers**

ZIP Code: **22031**
Daytime Phone Number: **(434) 549-8509**
Email: **jmiraglia@dewberry.com**

Account Information

Payment type: **Cityworks Fees**
Account Number: **PZ24-00137**
Payment method: **Credit Card**

Payment Method Information

Card type: **Visa**
Card number: *******3301**
Card holder name: **Dewberry Engineers Inc.**

March 12, 2024

City of Danville
Attn: Renee Burton, Director of Planning & Zoning
City of Danville Municipal Building
427 Patton Street
Danville, Virginia 24511

RE: Danville Aviation Training Facility

Dear Ms. Burton,

Dewberry & Davis Inc., on behalf of The City of Danville, formally requests a waiver of yard requirements through the issuance of a Special Use Permit (SUP) granted by the City's Planning Commission and City Council. This SUP is for the new construction of the Danville Aviation Training Facility located at 424 Airport Drive Danville, Virginia 24540. The parcel containing the extents of this project is identified as parcel #76366, totaling 961.7 acres. This parcel includes the entirety of the Danville Regional Airport (including hangars and runway) as well as other city-owned buildings such as a fire station, a park, and its appurtenances (shelters, restrooms, etc.). Property considered as part of the "site" described in this written statement is located at the north end of this parcel, between 423 Airport Drive and 424 Airport Drive.

The Danville Regional Airport and its related hangars and outbuildings are zoned as Light Economic Development- Industrial (LED-I) and exists within the Airport Overlay District. The proposed Training Facility is located with close adjacencies to existing buildings on the airport's campus as well as residential parcels across Airport Drive. Within the parcel boundary, the Training Facility is immediately adjacent to airplane hangars: Hangar 100, Hangar 200, and Hangar 400. Fire Station 7 (423 Airport Drive) is approximately 215 feet north of the Training Facility and is separated by an existing enclosed parking lot serving Hangar 100. A parking lot immediately south of Hangar 400 and the proposed site for the Training Facility creates a boundary between these buildings and other buildings on the airport's campus. Residential parcels #76394, #76484, and #76385, numbered 411, 412, and 414 respectively, are located directly across Airport Drive from the proposed site for the Training Facility.

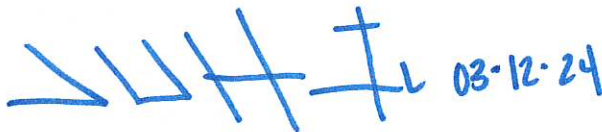
This facility is meant to serve as a home to both Danville Community College's Aviation Maintenance Technology Program and Averett University's Aeronautics Program, allowing each program to grow, outreach, and enroll more students into each programs. The facility will provide a total of 12,532 square feet of usable space for the programs including spaces for shop space, labs, classrooms, flight simulators, student lounge, instructor cubicles, and administration offices. This Training Facility aligns with the goals of the 2030 comprehensive plan by creating economic growth, increases in research, advanced education, and workforce training, as well as enhancements to the Danville Regional Airport, its corridor, its buildings, and its surrounding neighborhood. This building will positively improve the architectural diversity of Airport Drive by appropriately massing the structure within its immediate and surrounding context and through a material palette that foregrounds the building against traditional airport archetypes. Additionally, the Training Facility will provide additional landscaping and site improvements to further improve the site.

Per the City of Danville's zoning ordinance for LED-I Industrial district, the bulk regulations (Ord. No. 2004-02.04, Art. 3.O, § G) state that a fifty (50') yard setback is required at the exterior

boundary of an industrial park. Given that the proposed location of the Training Facility is on the exterior boundary of the Danville Regional Airport parcel along Airport Drive, this would require the facility to have a front setback of fifty (50') feet. In order for this project to be programmatically functional and achieve the goals aforementioned in this statement, the building will need to be placed in front of the existing hangars: Hangar 100, Hangar 200, and Hangar 300. This relationship between the facility and its context creates inefficiencies in the overall project budget and program with the 50' setback requirements by-right. We request that the Planning Commission gives considerations to this project to issue a waiver of yard requirements to reduce the setback minimum to twenty (20') feet from the exterior boundary of the Airport parcel. As currently drawn, the proposed Training Facility will have a setback of 25' – 7" taken from the edge of curb of Airport Drive. Even so, we ask that a 20' setback be considered in order to create a contingency as site design and development continues. Furthermore, looking at the existing structures on the exterior boundary of the Airport's parcel, building setbacks are not consistent and vary from approximately 3 feet to 40 feet. The Danville Regional Airport Terminal creates precedent for this request and is placed approximately 28 feet from the parcel boundary.

This project will afford ample opportunities and improvements to the City of Danville, its residents, and visitors alike, therefore considerations should be made in order to grant its success and impact in the area.

Sincerely,

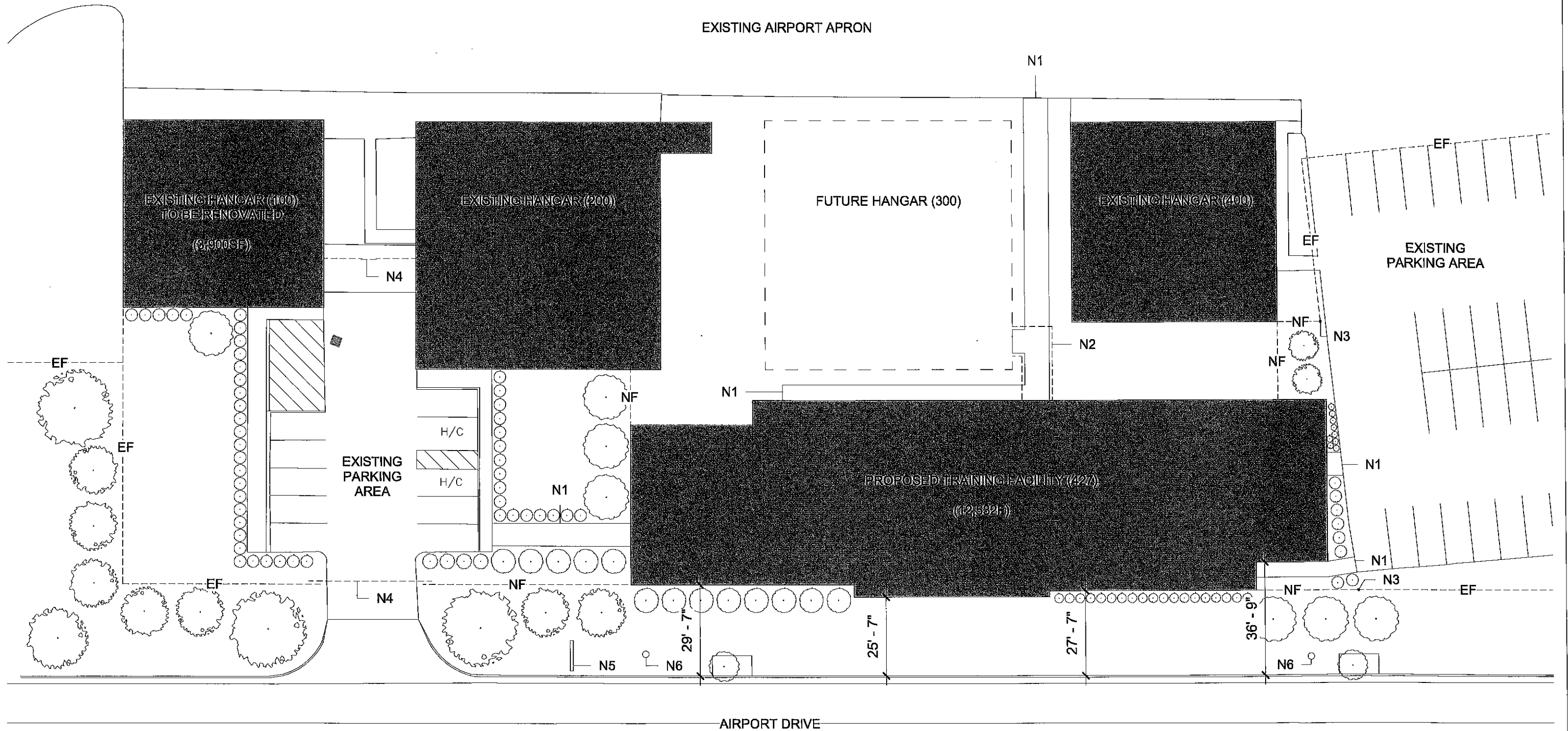


Larry Hasson

Associate Principal; Architectural Department Manager



 Dewberry Dewberry Engineers Inc. 551 Piney Forest Road Danville, VA 24540 434.797.4497 Phone 434.797.4341 Fax www.dewberry.com	Subject:	SITE EXTENTS	
	Project:	AVIATION TRAINING FACILITY	
	Date:	03/12/24	Figure: 1
	Scale:	1" = 400'-0"	
	Project No.:	50169876	



KEYNOTE LEGEND

---EF---	EXISTING FENCE	N1	NEW HARDSCAPE	N3	CONNECT NEW FENCE TO EXISTING	N5	NEW MONUMENTAL SIGN
---NF---	NEW FENCE	N2	NEW OVERHEAD CANOPY	N4	EXISTING SLIDING GATE	N6	EXISTING POLE LIGHT



Subject:
CAMPUS PLAN

Project:
AVIATION TRAINING FACILITY

Date:
03/12/24
Scale:
1/32" = 1'-0"
Project No.:
50169876

Figure:
2



FIRE STATION 7



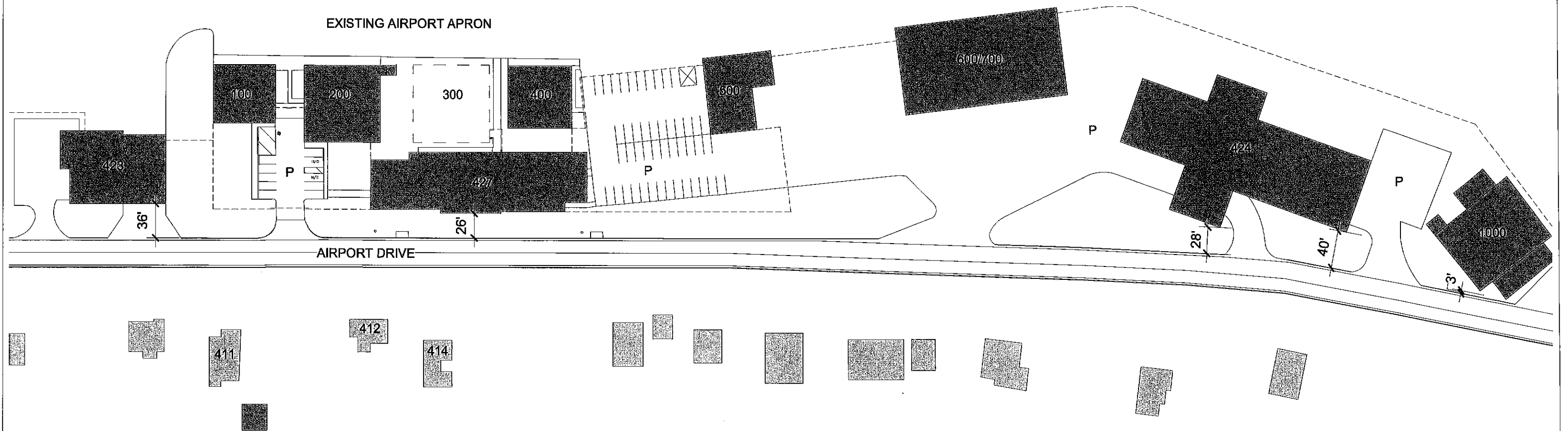
PROPOSED SITE



AIRPORT TERMINAL



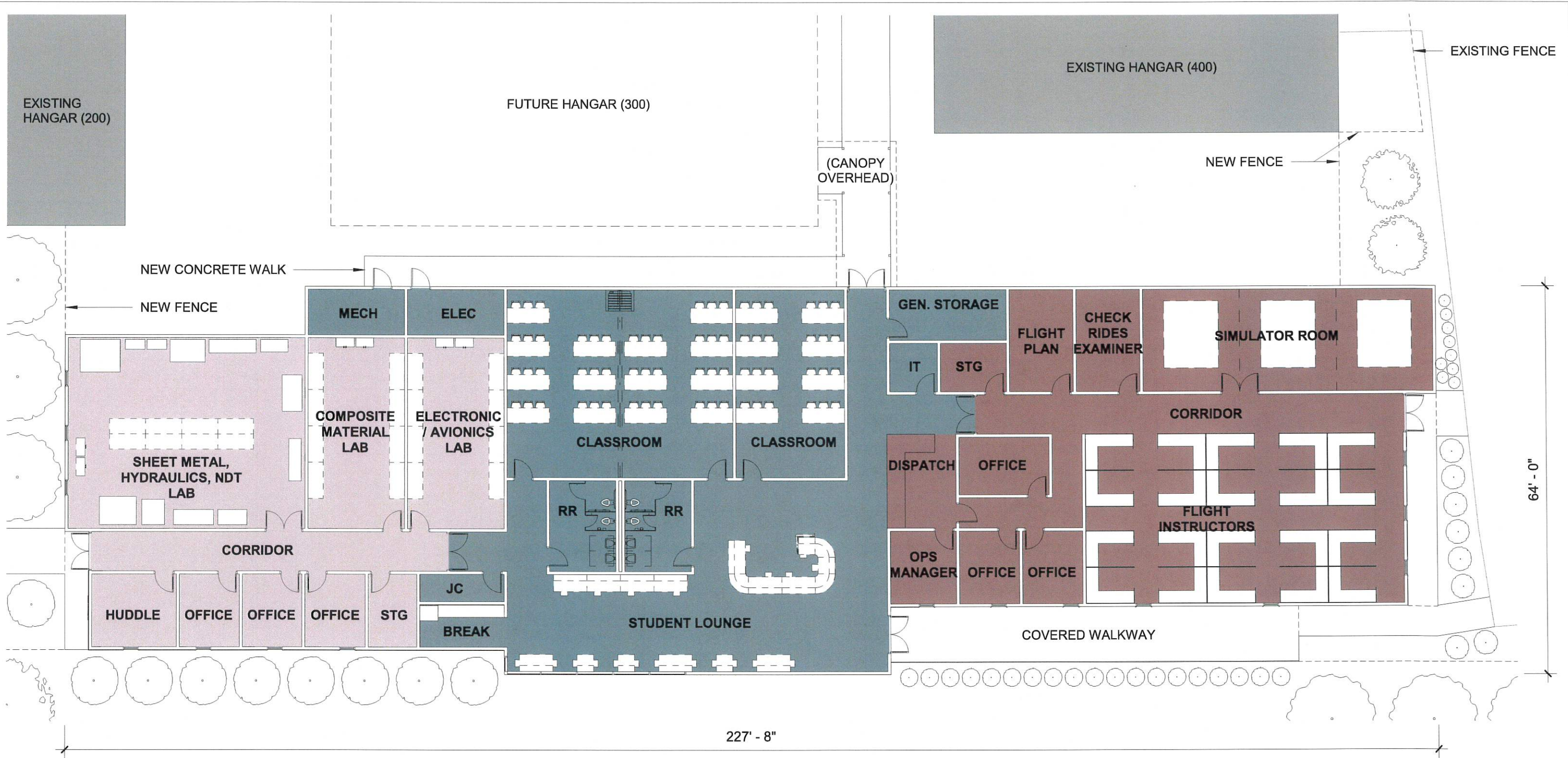
HANGAR 1000



AIRPORT BUILDING LEGEND

100	Existing Hangar
200	Existing Hangar
300	Future Hangar
400	Existing Hangar
411	Residential
412	Residential
414	Residential
423	Danville Fire Station #7
424	Danville Regional Airport Terminal
427	Proposed Training Facility
500	Civil Air Patrol Facility
600/700	Averrett University Flight Center
1000	Existing Hangar
P	Parking Area

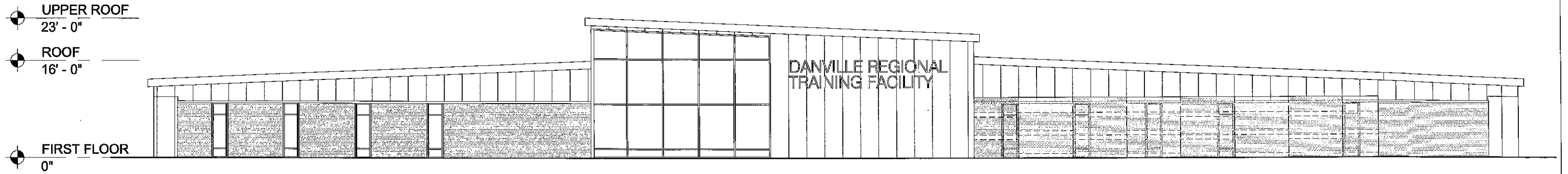
 Dewberry Engineers Inc. 551 Piney Forest Road Danville, VA 24540 434.797.4497 Phone 434.797.4341 Fax www.dewberry.com	Subject:	Date:	Figure:
	ADJACENT SETBACKS	03/08/24	4
	Project:	Scale: 1" = 100'-0"	
AVIATION TRAINING FACILITY		Project No.:	50169876



- AVERETT
- DCC
- SHARED

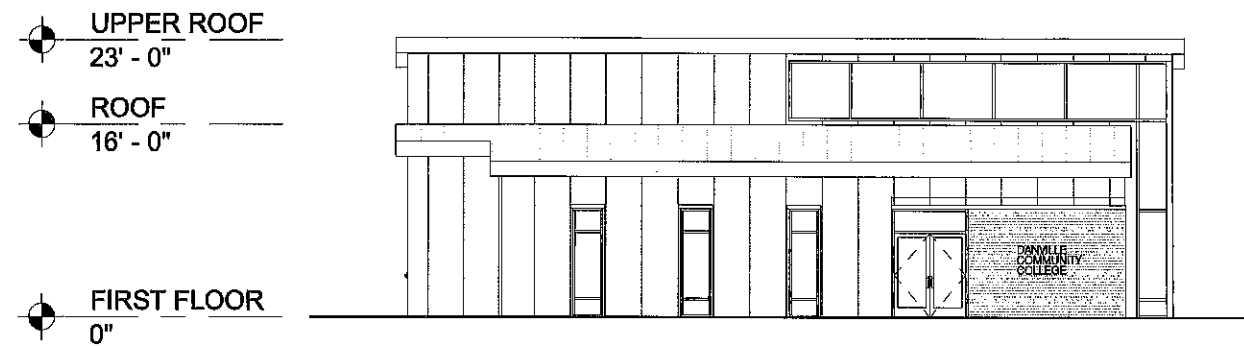
BUILDING AREA	
AVERETT	4,226 SF
DCC	3,434 SF
SHARED	4,872 SF
	12,532 SF

 Dewberry[®] Dewberry Engineers Inc. 551 Piney Forest Road Danville, VA 24540 434.797.4497 Phone 434.797.4341 Fax www.dewberry.com	Subject:	FLOOR PLAN - TRAINING CENTER		Date:	03/12/24	Figure: 5
	Project:	AVIATION TRAINING FACILITY		Scale:	1/16" = 1'-0"	
				Project No.:	50169876	



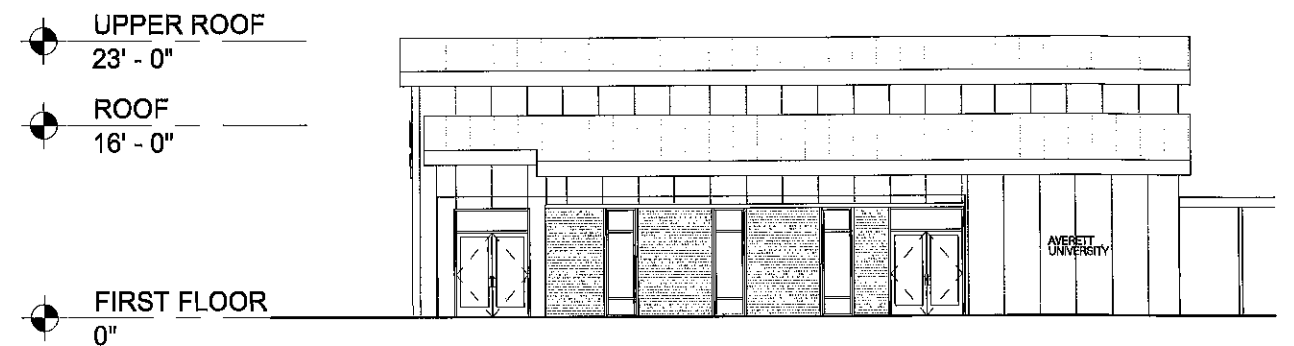
1 AIRPORT DRIVE ELEVATION

Scale: 1/16" = 1'-0"



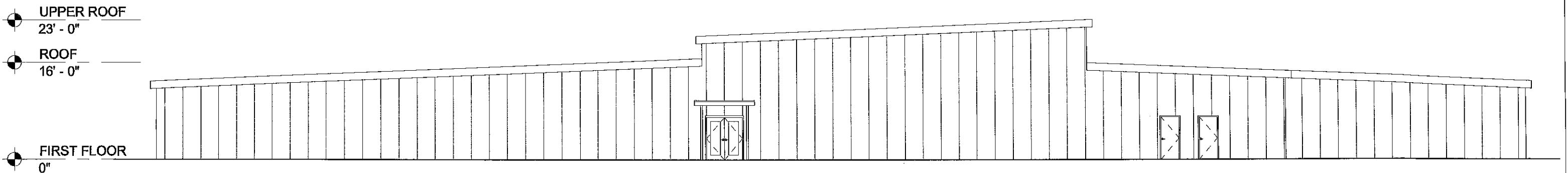
2 NORTH ELEVATION

Scale: 1/16" = 1'-0"



3 SOUTH ELEVATION

Scale: 1/16" = 1'-0"



4 REAR ELEVATION

Scale: 1/16" = 1'-0"

DANVILLE AVIATION TRAINING FACILITY

423 AIRPORT DRIVE, DANVILLE, VA 24540



WEDNESDAY, APRIL 3, 2024

CONTACT
Dewberry Engineers Inc.
551 Piney Forest Road
Danville, VA 24540
434.797.4497

www.dewberry.com

Aviation Training Facility - Aerial



View From Airport Drive



View Into Student Lounge



North Entrance



South Entrance



Detail Views



Brick to Metal Transition



Perforated Metal Panel at Exterior Breezeway



Student Lounge

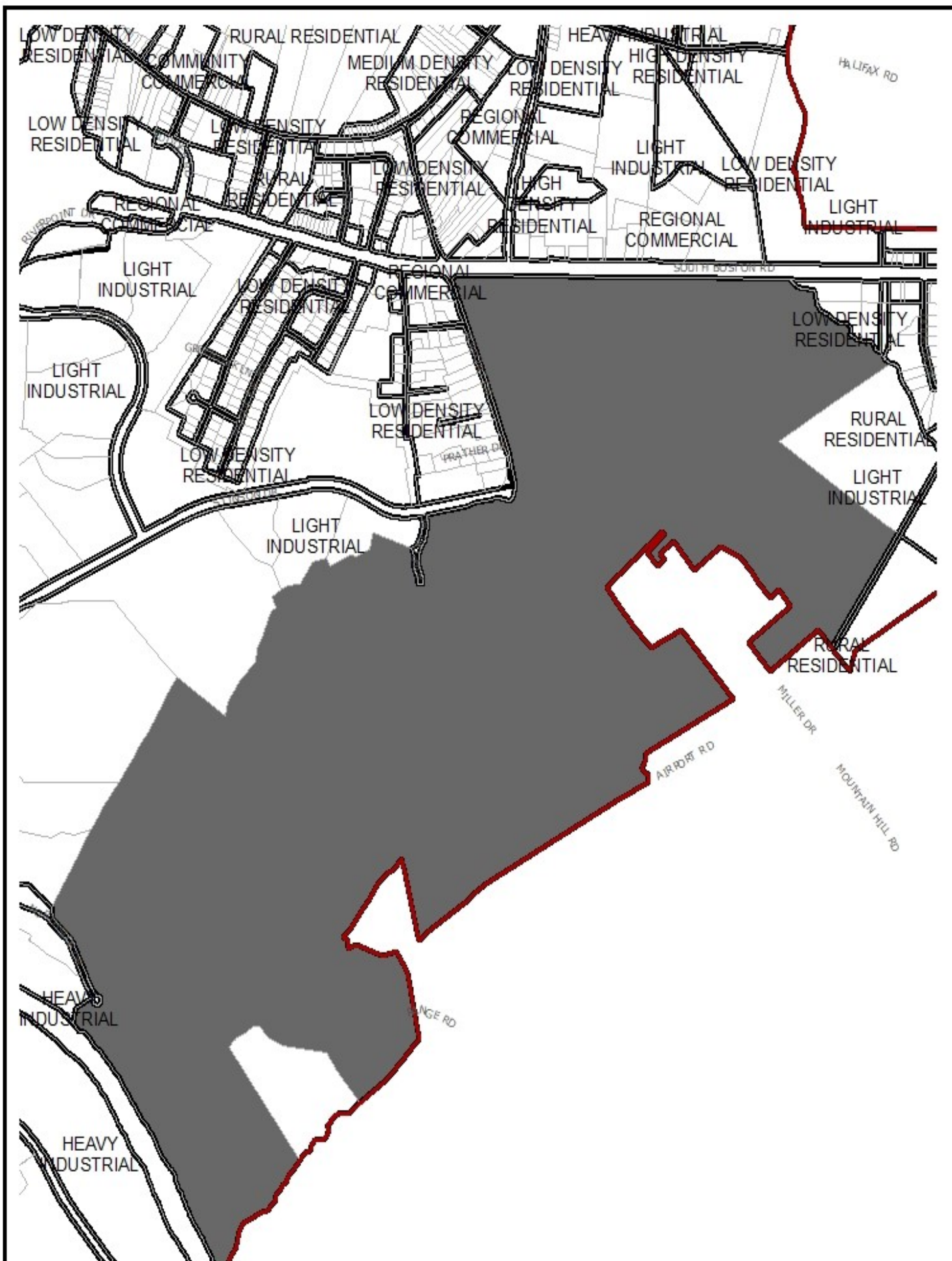




SURROUNDING PROPERTY OWNERS AND ZONING WITHIN 300 FEET OF SUBJECT PROPERTY

Prepared by:
Planning Division
3/19/2024

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.



YEAR 2030 LAND USE PLAN FOR AREA SURROUNDING SUBJECT PROPERTY

Prepared by:
Planning Division
3/19/2024

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: APRIL 8, 2024
TO: CITY COUNCIL
FROM: CITY PLANNING COMMISSION
RE: SPECIAL USE PERMIT APPLICATION PZ24-00137

REQUEST

Special Use Permit application PZ24-00137 filed by Dewberry to allow a waiver of yard requirements in accordance with Article 3.0 Section C Item 25 at 424 Airport Drive (Parcel 76366).

RECOMMENDATION

The Planning Commission, at their April 8, 2024, meeting voted 6 - 0 to recommend approval of Special Use Permit Request PZ23-00137 with the following condition:

1. The front yard setback may be reduced to no less than twenty (20) feet.

Mr. Steve Petrick, Chair

Council Letter City of Danville, Virginia



CL - 1313

NEW BUSINESS H.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Code Amendment Request to Amend Chapter 41 entitled "Zoning Ordinance" specifically, Article 3.X Section H to create Item 19 "Car wash".

From: Renee Burton, Division Director of Planning

COUNCIL ACTION

1. Public Hearing
2. An Ordinance Amending and Reordaining Chapter 41 Entitled, "Zoning Ordinance" of the Code of the City of Danville, Virginia, 1986, As Amended, More Specifically, to Amend Article 3.X., Section H, to Create Item 19 "Car Wash".

SUMMARY

Article 3.X Section H identifies prohibited uses within the West Main Corridor Overlay. The West Main Corridor Overlay (WMCO) stretches along West Main Street from the North Carolina border to the intersection of Rison Street. It has been requested that Item 19 "Car Wash" be added to the list of prohibited uses in the WMCO.

On April 8, 2024, the City Planning Commission voted 6-0 to recommend approval of Code Amendment Request PZ24-00153 to add "Car Wash" to the list of prohibited uses in the WMCO, Article 3.X. Section H.

RECOMMENDATION

It is recommended that City Council adopt an Ordinance to approve Code Amendment Request PZ24-00153 to add Item 19. "Car Wash" to Article 3.X Section H.

Attachments

1. Ordinance
 2. Planning Commission Recommendation
-

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2024 ____.

AN ORDINANCE AMENDING AND REORDAINING CHAPTER 41 ENTITLED, "ZONING ORDINANCE" OF THE CODE OF THE CITY OF DANVILLE, VIRGINIA, 1986, AS AMENDED, MORE SPECIFICALLY, TO AMEND ARTICLE 3.X., SECTION H, TO CREATE ITEM 19 "CAR WASH".

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 3.X. entitled, "West Main Street Corridor Overlay, Section H. entitled, "Prohibited Uses", to create Item 19. entitled, "Car Washes" 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 3.X., Section H, to create Item 19, 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 40 – ZONING ORDINANCE

ARTICLE 3.X. - WEST MAIN CORRIDOR OVERLAY

H. - Prohibited Uses

19. Car Wash

Approved

Mayor

Attest:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney



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

City Planning Commission

MEMORANDUM

DATE: APRIL 8, 2024
TO: CITY COUNCIL
FROM: CITY PLANNING COMMISSION
RE: CODE AMENDMENT APPLICATION PZ24-00153

REQUEST

Code Amendment Request PZ24-00153 to amend Chapter 41 entitled "Zoning Ordinance" of the City of Danville, 1986 as amended. Specifically, amend Article 3.X Section H to create Item 19 "Car washes".

RECOMMENDATION

The Planning Commission, at their April 8, 2024, meeting voted 6 - 0 to recommend approval of Code Amendment Rezoning Request PZ23-00153.

Mr. Steve Petrick, Chair

Council Letter City of Danville, Virginia



CL - 1271

NEW BUSINESS I.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Special Use Permit Application to Allow Waiver of Lot Frontage Requirements on a Public Street and Waiver of Requirements for Public Water at 201 Little River Road.

From: Renee Burton, Division Director of Planning

COUNCIL ACTION

1. Public Hearing
2. An Ordinance Granting Special Use Permit Application PZ24- 00152, filed by Henry Leggett, Requesting a Special Use Permit to Allow a Waiver of Requirements for Lot Frontage on a Public Street and Connection to Public Services at Parcel ID 70874 (201 Little River Road) in Accordance with Article 3.A, Section C, Items 18 And 19.

SUMMARY

The subject property, 201 Little River Road, is a 127 acre parcel in the Sandy River Residential District that the applicant intends to subdivide. The new parcel will have no access to public water service nor public road frontage. Article 3.A Section C of the zoning code, Items 18 and 19, allow a waiver of lot frontage and waiver of requirements for public water and sewer service by Special Use Permit request in the SR-R Sandy River Residential zoning district. The subdivision will result in a new parcel for the construction of a single family home. Construction of a home on a parcel without frontage or public services is not uncommon in the Sandy River Residential District. The Sandy River Residential District is categorized by its large tracts of land and agricultural uses.

Thirty-nine notices were sent out to property owners within three hundred feet. Five unopposed notices were received.

On April 8, 2024, the City Planning Commission voted 6-0 to recommend approval of Special Use Permit Request PZ24-00152 to allow a waiver of lot frontage requirements and connection to public services in accordance with Article 3.A Section C Items 18 and 19 at 201 Little River Road (Parcel ID 70874).

RECOMMENDATION

It is recommended that City Council adopt an Ordinance to approve a Special Use Permit to allow a waiver of lot frontage requirements and public service connection at Parcel ID 70874 (201 Little River Road) in accordance with Article 3.A Section C Items 18 and 19.

Attachments

1. Ordinance
 2. Picture
 3. 201 Little River Road - Aerials
-

4. 201 Little River Road - Owners
 5. 201 Little River Road - Landuse
 6. Planning Commission Recommendation
-

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2024____.____

AN ORDINANCE GRANTING SPECIAL USE PERMIT APPLICATION PZ24-00152, FILED BY HENRY LEGGETT, REQUESTING A SPECIAL USE PERMIT TO ALLOW A WAIVER OF REQUIREMENTS FOR LOT FRONTAGE ON A PUBLIC STREET AND CONNECTION TO PUBLIC SERVICES AT PARCEL ID 70874 (201 LITTLE RIVER ROAD) IN ACCORDANCE WITH ARTICLE 3.A, SECTION C, ITEMS 18 AND 19.

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 PZ24-00152, filed by Henry Leggett, requesting a Special Use Permit to allow a waiver of requirements for lot frontage on a public street and connection to public services at Parcel ID 70874 (201 Little River Road) in accordance with Article 3.A, Section C, Items 18 and 19, 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 PZ24-00152, filed by Henry Leggett, requesting a Special Use Permit to allow a waiver of requirements for lot frontage on a public street and connection to public services at Parcel ID 70874 (201 Little River Road) in accordance with Article 3.A., Section C., Items 18 and 19, is hereby granted and approved.

Approved:

Mayor

Attest:

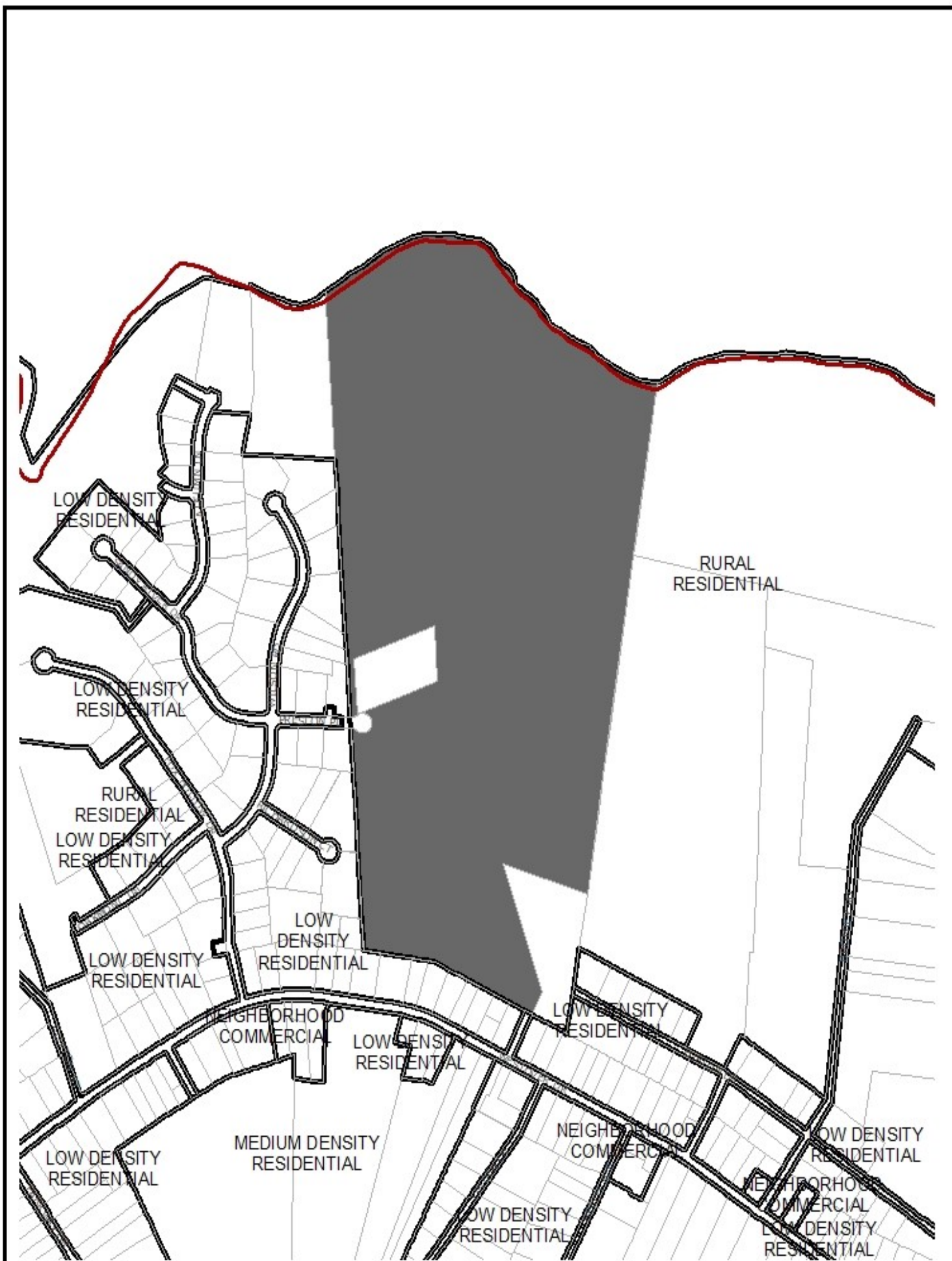
City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney







YEAR 2030 LAND USE PLAN FOR AREA SURROUNDING SUBJECT PROPERTY

Prepared by:
Planning Division
3/15/2024

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: APRIL 8, 2024
TO: CITY COUNCIL
FROM: CITY PLANNING COMMISSION
RE: SPECIAL USE PERMIT APPLICATION PZ24-00152

REQUEST

Special Use Permit application PZ24-00152 filed by Henry Leggett to allow waiver of lot frontage requirements on a public street and waiver of requirements for public water in accordance with Article 3.A Section C Items 18 and 19 at 201 Little River Road (Parcel 70874).

RECOMMENDATION

The Planning Commission, at their April 8, 2024, meeting voted 6 - 0 to recommend approval of Special Use Permit Rezoning Request PZ23-00152.

Mr. Steve Petrick, Chair

Council Letter City of Danville, Virginia



CL - 1314

NEW BUSINESS J.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Appeal by ARRG Properties of the River District Design Commission's Determination to Deny a Request to Demolish 601 Lynn Street.

From: Renee Burton, Division Director of Planning

COUNCIL ACTION

1. Public Hearing
2. A Resolution Affirming the River District Design Commission to Deny a Certificate of Appropriateness to Demolish the Structure Located at 601 Lynn Street; OR
3. An Ordinance Reversing the River District Design Commission's Decision to Deny a Certificate of Appropriateness to Demolish the Structure Located at 601 Lynn Street.

SUMMARY

On March 14, 2024, the River District Design Commission voted 4-1 to deny demolition request PZ24-00126 at 601 Lynn Street filed by ARRG Properties. On March 19, 2024, ARRG filed to appeal the determination of the River District Design Commission to deny PZ24-00126.

BACKGROUND

601 Lynn Street, with its original construction dated 1886, is noted as a significant and contributing structure in the Tobacco Warehouse and Residential Historic District inventory. The inventory states "This structure contributes to the significance of the district because it represents one of the finest examples of a tobacco storage facility in the district. Built by local contractor R.B. Graham, this bldg. displays elegant proportions, fine dog-toothed brick molding, coupled windows and shares a similar scale with other structures in the district".

It is also noted that the "small arched windows with iron shutters minimizing natural light demonstrate the structure's use as a storage facility as opposed to a working factory". This notation lends itself to the complications that the applicant is facing in redevelopment. These complications are discussed in Section 3.5 of the River District Design Guidelines:

Section 3.5 of the River District Design Guidelines

Other buildings are more problematic. There is a substantial and attractive warehouse on the corner of Lynn and Deboe Streets near the rail yard that has no windows in the front facade, and only a few on the sides. Making that building usable for anything besides a call center, storage, or other use that does not require windows causes conflicts between historic preservation and viable reuse.

In July 2023, the River District Design Commission meeting voted to deny the applicant's request to

demolish 601 Lynn Street and construct a proposed 125 unit brick apartment complex. The March 2024 application contained photos as a proposal of what might be built, but the request was for demolition only.

On March 14, 2024, the River District Design Commission completed the following actions:

1. Mr. Ranson made a motion to deny Certificate of Appropriateness Request PZ24-00126.
2. Mr. Lackey seconded the motion.
3. The motion passed by a 4-1 vote.

RECOMMENDATION

Section 1.7 of the River District Design Guidelines states "If an applicant is not satisfied with the decision of the Commission, the decision can be appealed to City Council". Staff recommends that City Council review the attached background information and adopt a resolution upholding the River District Design Commission's denial of a Certificate of Appropriateness. The River District Design Commission followed the criteria as required and stated in Section 3.3 of River District Design Guidelines.

Attachments

1. Resolution - Upholding Denial
 2. Ordinance to Reverse
 3. Letter of Appeal
 4. River District Design Commission - 03-14-24 Minutes
 5. Section 3.3 Design Guidelines
-

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2024____.____

A RESOLUTION AFFIRMING THE RIVER DISTRICT DESIGN COMMISSION TO DENY A CERTIFICATE OF APPROPRIATENESS TO DEMOLISH THE STRUCTURE LOCATED AT 601 LYNN STREET.

WHEREAS, a Certificate of Appropriateness was requested to demolish the structure at 601 Lynn Street, located within the River District Overlay; and

WHEREAS, the River District Design Commission considered, on March 14, 2024, the request of the owner of 601 Lynn Street to demolish a structure within the River District Overlay; and

WHEREAS, The River District Design Commission denied a request for a Certificate of Appropriateness to the structure at 601 Lynn Street, located within the River District Overlay, is hereby received; and

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Danville, Virginia, that the decision of the River District Design Commission rendered on March 14, 2024, be and is hereby, affirmed.

Approved:

Mayor

Attest:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2024____.____

AN ORDINANCE REVERSING THE RIVER DISTRICT DESIGN COMMISSION DECISION TO DENY A CERTIFICATE OF APPROPRIATENESS TO DEMOLISH THE STRUCTURE LOCATED AT 601 LYNN STREET.

WHEREAS, a Certificate of Appropriateness was requested to demolish the structure at 601 Lynn Street, located within the River District Overlay; and

WHEREAS, the River District Design Commission considered, on March 14, 2024, the request of the owner of 601 Lynn Street to demolish a structure within the River District Overlay; and

WHEREAS, The River District Design Commission denied a request for a Certificate of Appropriateness to the structure at 601 Lynn Street, located within the River District Overlay, be, and is hereby, received; and

WHEREAS, ARRG Properties appealed the decision of the River District Design Commission denying a Certificate of Appropriateness to demolish the structure at 601 Lynn Street and located within the River District Overlay; and

WHEREAS, after hearing facts presented by the applicant and the position of the River District Design Commission.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Danville, Virginia, that the decision of the River District Design Commission rendered on March 14, 2024, be reversed and that the Certificate of Appropriateness be granted to demolish the structure at 601 Lynn Street located within the River District Overlay.

Approved:

Mayor

Attest:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney

ARRG Properties LLC

ARRG Properties LLC

541 Bridge Street, Suite 2
Danville, VA 24541

Danville City Council

427 Patton Street
Danville, VA 24541

March 19, 2024

Members of City Council,

At the River District Design Commission meeting on March 14, 2024, Certificate of Appropriateness application PZ24-00126 for the deconstruction of 601 Lynn Street was denied. ARRG Properties LLC is providing this letter, the original application, and supplemental documentation to City Council to formally appeal the decision of the Commission.

In July 2023, we submitted the first application for this project. That application was rejected, with concerns from the Commissioners on both the deconstruction of the current structure as well as the design of the new construction. Regarding the deconstruction of the current structure, most of the feedback was related to whether the existing building could in fact be successfully renovated. In the months since that first meeting, we again studied the building and if there was a viable modern use for the existing structure. As part of this effort, we hired a professionally licensed architect to further study the building. The conclusion was that the existing building has no prospect for being successfully rehabilitated, as you will see in the letter included in the application from Solex Architecture. Once again, we recognize the magnitude of removing the current structure, and have taken great care since the last meeting to ensure that this is still the best path forward for the property.

When we appeared before the Commission last July the concerns with the new construction focused mostly on the exterior appearance of the building. With that feedback, we revised the exterior appearance of the building by: increasing the height of the new construction by six feet to be more in line with the current building height, stepping the parapet along the shorter sides of the building similar to the current structure and surrounding buildings, added brick corbeling at floor levels (again similar to the current structure and surrounding buildings), and added an awning similar to what is on other buildings in the District. At the July 2023 meeting it was mentioned that the drawings included in the original application lacked enough detail, making it hard to see how the building would be attractive and how it would fit in the District. Since then, we worked with a professional licensed architect that is very familiar with the District to provide new and updated renderings that reflect the revisions from the original application to better demonstrate the appearance of the new building. Great care was taken to be able to show not only the details of the new building, but also in how it will



specifically relate to the surrounding buildings in the District. These renderings were included in application PZ24-00126.

With this appeal, we are asking City Council to reverse the denial of PZ24-00126 and allow us to deconstruct 601 Lynn Street. The renderings of the future project are intended to give an idea of what we would put in place of the current structure. A separate application will be submitted to the River District Design Commission for the new construction.



City of Danville

427 Patton Street, Suite 208

Danville VA, 24541

Phone: (434) 799-5260

River District Design Commission

CERTIFICATE OF APPROPRIATENESS APPLICATION

The Danville City Council appoints the River District Design Commission (RDDC) to administer the River District Design Guidelines. The RDDC reviews building and site alterations within the District and issues a Certificate of Appropriateness (COA) if the alterations meet Design Guideline standards. Work on buildings and sites within the River District cannot begin until the RDDC issues a COA and the applicant receives all other required permits and approvals. Please reference Design Guidelines Section 1.3 for Commission information and Section 1.7 for COA procedures.

ZONING ORDINANCE RDDC APPLICATION STANDARDS

Article 3.R Section C.6: In consideration of a complete application, the Planning Director and the Review Commission may require any or all of the following information and any other materials as may be deemed necessary for its review:

- A. Statement of proposed use and user.
- B. Statement of estimated construction time.
- C. Photographs and maps relating proposed use to the surrounding property and/or the corridor on which it is located. Site plan drawings, prepared to meet the City site development plan submission requirements for a Preliminary Site Plan or
- D. Preliminary Subdivision Plat, and other exhibits showing the location of the existing and proposed building and site improvements, including:
 - (1.) Existing property boundaries, building placement and site configuration;
 - (2.) Existing topography and proposed grading;
 - (3.) Location of parking, pedestrian access, signage, exterior lighting, fencing and other site improvements; (4) Relationship to adjacent land uses;
 - (4.) Proposed site improvements, including location of parking, access, signage, exterior lighting, fencing, buildings and structures and other appurtenant elements;
 - (5.) Proposed building color and materials;
 - (6.) Relationship of building and site elements to existing and planned corridor development;
 - (7.) Relationship of parking, pedestrian facilities, and vehicular access ways to existing and planned corridor development; and
 - (8.) Other site plans and subdivision plats as may be required by Danville for development approval.
- E. Architectural drawings showing plan view and elevations of new planned construction or renovations, including drawings of original building.
- F. A landscaping and buffer plan.
- G. Designs for exterior signing, lighting and graphics, to include description of materials, colors, placement and means of physical support, lettering style and message to be placed on signs.
- H. Graphic exhibits depicting compliance with other design elements.

PLANNING DIVISION PROVIDED INFORMATION

Application #: _____ RDDC Meeting Date: _____

Date Received: _____ Received By: _____

Parcel ID: _____ Zoning District: _____

Additional Information: _____

APPLICANT PROVIDED INFORMATION

1. Please completely answer all application questions.
2. The property owner(s) or an authorized representative must sign the application.
3. A complete application along with drawings, photos, plans or sketches of your proposed improvements, including dimensions, is important for the RDDC to quickly and accurately act on your application. Please attach all additional materials.

Property Location (address/ID#): 21748

Applicant: ARRG PROPERTIES

Applicant's Address: 541 Bridge Street, Ste 2 – Danville, VA 24541

Applicant's Phone Number: 804-399-9921

Applicant's E-mail: garrett.shifflett@gmail.com

Proposed Improvement:

☒ Alteration ☐ Addition ☐ Rehabilitation ☒ New Construction ☐ Sign

Improvement Description:

Please see materials below and attached.

Are you aware of the federal and state tax credits for potential reimbursement or credit of substantial rehabilitation project expenses?

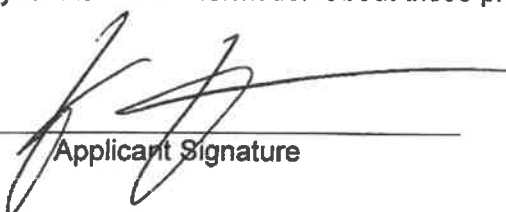
☒ Yes

☐ No

Would you like more information about these programs?

☐ Yes

☒ No


Applicant Signature

Property Owner Signature
(if not applicant)

All buildings, structures, or improvements visible from a public right-of-way and in the River District must not be located, constructed, reconstructed, altered, or repaired without a Certificate of Appropriateness. The RDDC meets on the second Thursday of each month at 4:00 PM in the Municipal Building's fourth floor City Council Conference Room. Submit questions or applications to the Planning Division, Municipal Building, 427 Patton Street, Room 207, Danville, VA 24541, call us at (434)-799-5260 or e-mail us at williss@danvilleva.gov.

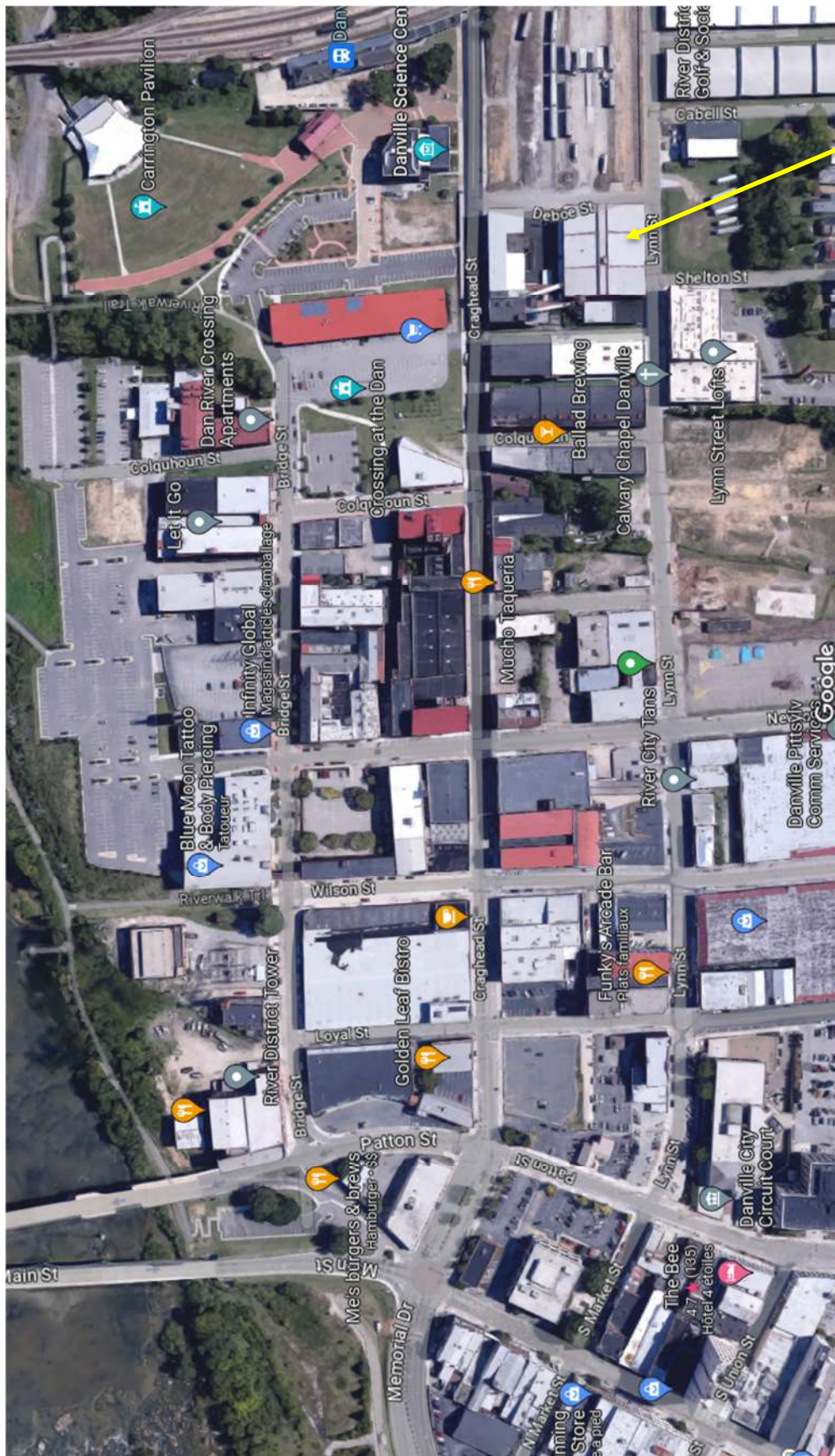
1. Statement of proposed use.
 - a. 125 multi-family apartment units complete with clubhouse, fitness facility, pool, and roof-top patio.
2. Statement of estimated construction timeline.
 - a. Site-preparation complete 3rd quarter 2025.
 - b. Project complete 1st quarter 2027.
3. Photographs and maps relating proposed use to the surrounding property and/or the corridor on which it is located.
 - a. Attached aerial map view.
4. Proposed new improvement details.
 - a. New building height and visual-impact will be roughly the same as existing building.
 - i. Proposed building height approximately 50-feet with an additional 8-feet at roof-top elevator and stair shafts.
 - ii. For reference:
 1. Existing building at 618 Craghead = 52-feet with an additional 10-feet at roof-top.
 2. Existing building at 610 Craghead = 60-feet.
 3. Existing building at 600 Craghead = 53-feet.
 - b. Existing property boundaries, building placement and site configuration;
 - i. Proposed building site-footprint and configuration from the public ROW will be materially the same as existing building.
 - c. Proposed building color and materials – see attached renderings.
 - d. The aim is to reclaim the existing site for a modern use. The existing building, due to its existing layout, size, and lack of exterior windows, does not lend itself to any building use, with all the requirements of the present building code. The proposed design reimagines the site for multi-family housing, while still paying homage to the original building and those that surround the site. The use of brick as the main material, pilasters, brick corbeling at the floor levels, and the stepping parapet all reflect the historic characteristics that make the River District unique. On the other hand, by constructing a fully new building, we can bring modern features to a downtown apartment that are difficult to achieve with existing building parameters. These features include balconies for all apartments, large windows, a courtyard with a pool and other outdoor gathering spaces, and a rooftop deck. The mix of modern amenities and historically-inspired characteristics create a building that both fits the urban landscape of the River District and provides a fresh, new style of apartments.
5. Architectural drawings showing plan view and elevations of new planned construction.
 - a. Attached.

6. A landscaping and buffer plan.
 - a. Proposed building height, visual-impact, site-footprint, and configuration from the public ROW will be materially the same as existing building.
7. Designs for exterior signing, lighting and graphics, to include description of materials, colors, placement and means of physical support, lettering style and message to be placed on signs.
 - a. Signage, address numbering, and exterior lighting will be limited in scope and placed sensitively at the front entrance of the building along Lynn Street and the side entrance along Deboe Street. Signage, address numbering, and exterior lighting will be consistent in scope and design to other adjacent properties.

Additional notes:

1. Applicant has revisited the design and appearance of the proposed building since having stood before the River District Design Commission last Summer. Applicant has incorporated notes from that meeting making significant façade design modifications and greatly enhancing the overall appearance and presence of the proposed building. Further, Applicant has consulted with a professional architecture firm to request input on the existing building and its potential to be redeveloped; the findings were consistent with our assertion that the existing building, due to its existing layout, size, and lack of exterior windows, does not lend itself to any building use, with all the requirements of the present building code.
2. Applicant believes that the proposed multi-family medium-density-residential project is a perfect opportunity to incorporate a new construction building and unique asset into Danville's River District landscape. The subject project will allow for modern building materials, design elements, and amenities not offered elsewhere in the District. The subject project will prove to be an attractive living opportunity and a source of pride for the City's residents and stakeholders. Great care has been taken to ensure the subject project is sensitively designed to be in harmony with those structures near and next to it. Speaking specifically to the River District Design Guidelines Section 2.2, the subject project *"respect(s) the rich architectural context and heritage of Danville and respond(s) to the nearby architectural styles to reinforce a sense of place"* as it *"draw(s) on the proportions and materials historically used in the area."* Further, the subject project *"orient(s) the main facades of buildings to the street, avoid(s) blank facades on the ground level and especially on the street, articulate(s) buildings for visual interest, and use(s) high quality building materials to provide a quality image, fire safety, and permanence."*
3. Applicant calls attention to the need for housing in Danville: *"We have a gap in our housing market that needs to be filled by product," Danville City Manager Ken Larking told the Danville Register & Bee on Tuesday afternoon. ... Danville needs more than 1,000 additional homes to meet demand generated by nearly 4,000 jobs expected to come to the Dan River Region through next year, according to a housing demand study completed last year by the Danter Company. ... About 3,900 new jobs are expected to come to the Danville market through 2023, including 1,300 anticipated for the Caesars Virginia casino, Danter pointed out. ... Another 2,600 jobs will come from more than a half-dozen other economic development projects. ... That will drive up housing demand, with 1,059 new housing units needed to meet that — including 921 apartments and 138 single-family homes, Danter said. In addition, 1,366 units are needed — 760 apartments and 606 single-family homes — to satisfy pent-up demand, he added. Those figures add up to 2,425 homes that must be built to meet housing needs due to both job-driven and pent-up demand."*

4. Applicant asserts that the existing structure on the subject property has no contemporary use. The existing structure is built without windows and its design (its overall depth, width, and floor heights) is not conducive to a productive and financially feasible redevelopment project. The extensive modifications necessary to allow for the existing structure to be effectively redeveloped have been extensively researched and ultimately deemed to be overly detrimental and prohibitive. Referencing the River District Design Guidelines Section 3.3, *“With the abundance of square footage available in historic buildings in the River District, some decisions will have to be made about how best to preserve buildings. It is unfortunately fairly certain that not all can be saved.”* Further, in Section 3.5, the Guidelines uniquely foreshadow this proposal for the specific subject property, *“Other buildings are more problematic. There is a substantial and attractive warehouse on the corner of Lynn and Deboe Streets near the rail yard that has no windows in the front facade, and only a few on the sides. Making that building usable for anything besides a call center, storage, or other use that does not require windows causes conflicts between historic preservation and viable reuse.”* Applicant recognizes the impact and circumstance of what is proposed. Applicant also recognizes the opportunity presented for the betterment of Danville’s River District to further satisfy the area’s need for housing, to create an active use for a long dormant property, and to add value to the City’s taxable assets. Applicant has extensive experience and expertise in the adaptive-reuse development field. Applicant has explored many approaches and methods to reuse the existing structure but none are viable.



Subject Property







601 Lynn Street

Deboe Street

First Floor - Plan View



601 Lynn Street

Deboe Street

Second Floor - Plan View



601 Lynn Street

Deboe Street

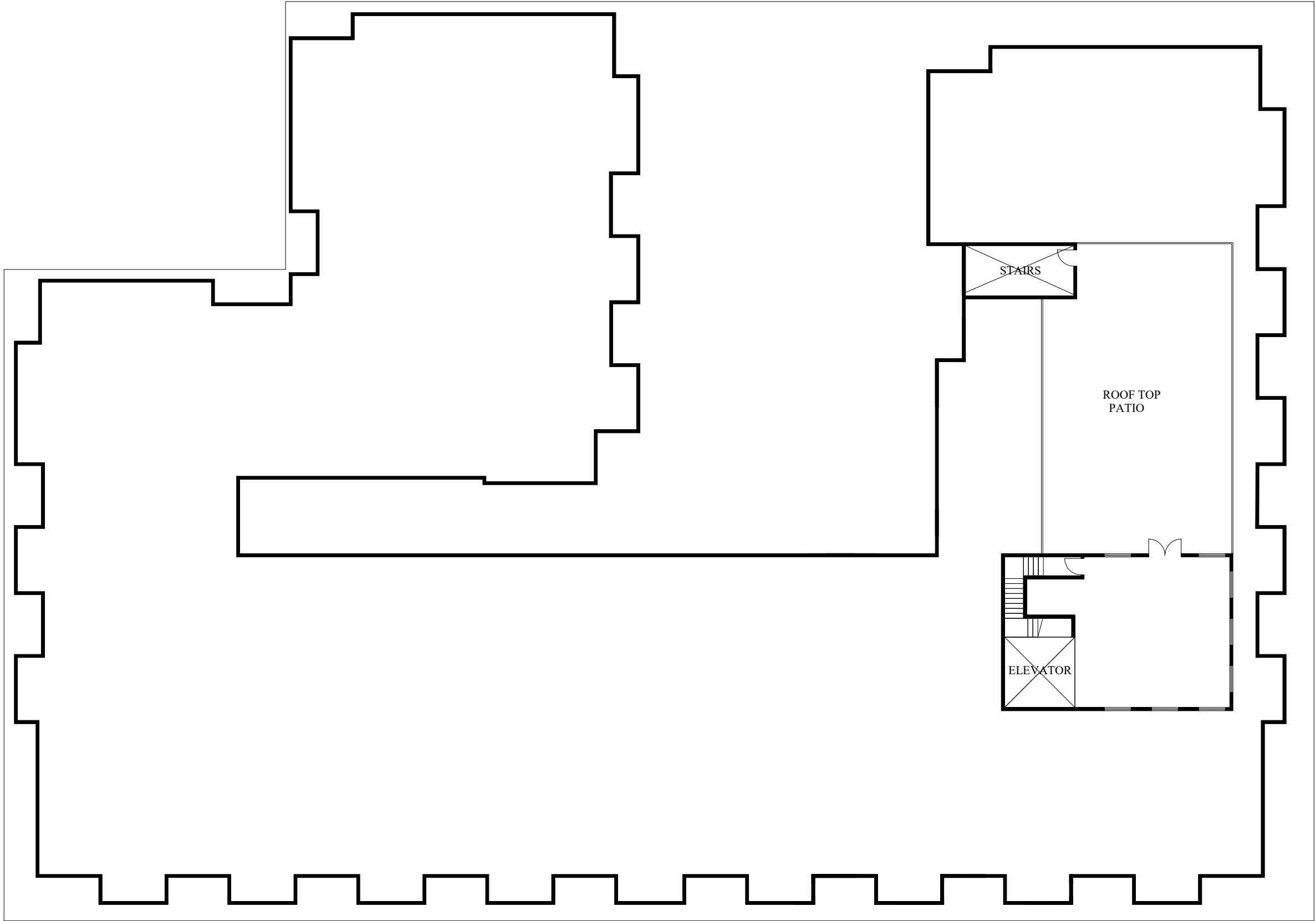
Third Floor - Plan View



601 Lynn Street

Deboe Street

Fourth Floor - Plan View



Deboe Street

601 Lynn Street

Roof - Plan View



601 LYNN STREET PROJECT

A2.4



Solex Architecture, Inc.
641 Main Street
Danville, Virginia 24541
434.688.0767
www.solexarchitecture.com

February 22, 2024

Mr. Austin Bunn
Operations Manager
AOSS Ventures, LLC
3210 Chamberlayne Avenue
Richmond, Virginia 23227

RE: Challenges Involved with Repurposing 601 Lynn Street

Dear Mr. Bunn:

For the property at 601 Lynn Street, the overarching goal is to reclaim the existing site for a use that suits the needs of today's community. The existing building presents numerous design challenges due to its layout, floor plate and floor-to-floor dimensions. However, the largest hindrance is the lack of exterior windows. Due to the relatively large and square footprint, combined with the lack of windows, the existing facility does not lend itself well to a modern commercial or residential use. There are also issues meeting all the requirements of the present building code. Therefore, the building in its current configuration has a limited range of uses, greatly undercutting this urban asset.

The proposed design for a new building reimagines the site for multi-family housing, while still paying homage to the original building and those surrounding it. The use of brick as the main material, pilasters, brick corbeling at the floor levels, and the stepping parapet all reflect the historic characteristics that make the River District unique. As a benefit of constructing a fully new building, modern features are introduced into downtown that are difficult to achieve with the existing building parameters. These features include balconies for all apartments, large windows, a courtyard with a pool and other outdoor gathering spaces such as a rooftop deck. The mixture of modern amenities and historically-inspired characteristics strives to create a building that both fits the urban landscape of the River District and provides a fresh, new style of apartments, blending the old with the new.

The River District is on the cusp of needing new buildings, and it's time to "Reimagine That" we're moving beyond just being singularly labeled as the Tobacco Warehouse District.

Sincerely yours,

Solex Architecture, Inc.

Jeffrey L. Bond, AIA, LEED AP BD+C
Architect | Owner

ARRG Properties LLC

ARRG Properties LLC
541 Bridge Street, Suite 2
Danville, VA 24541

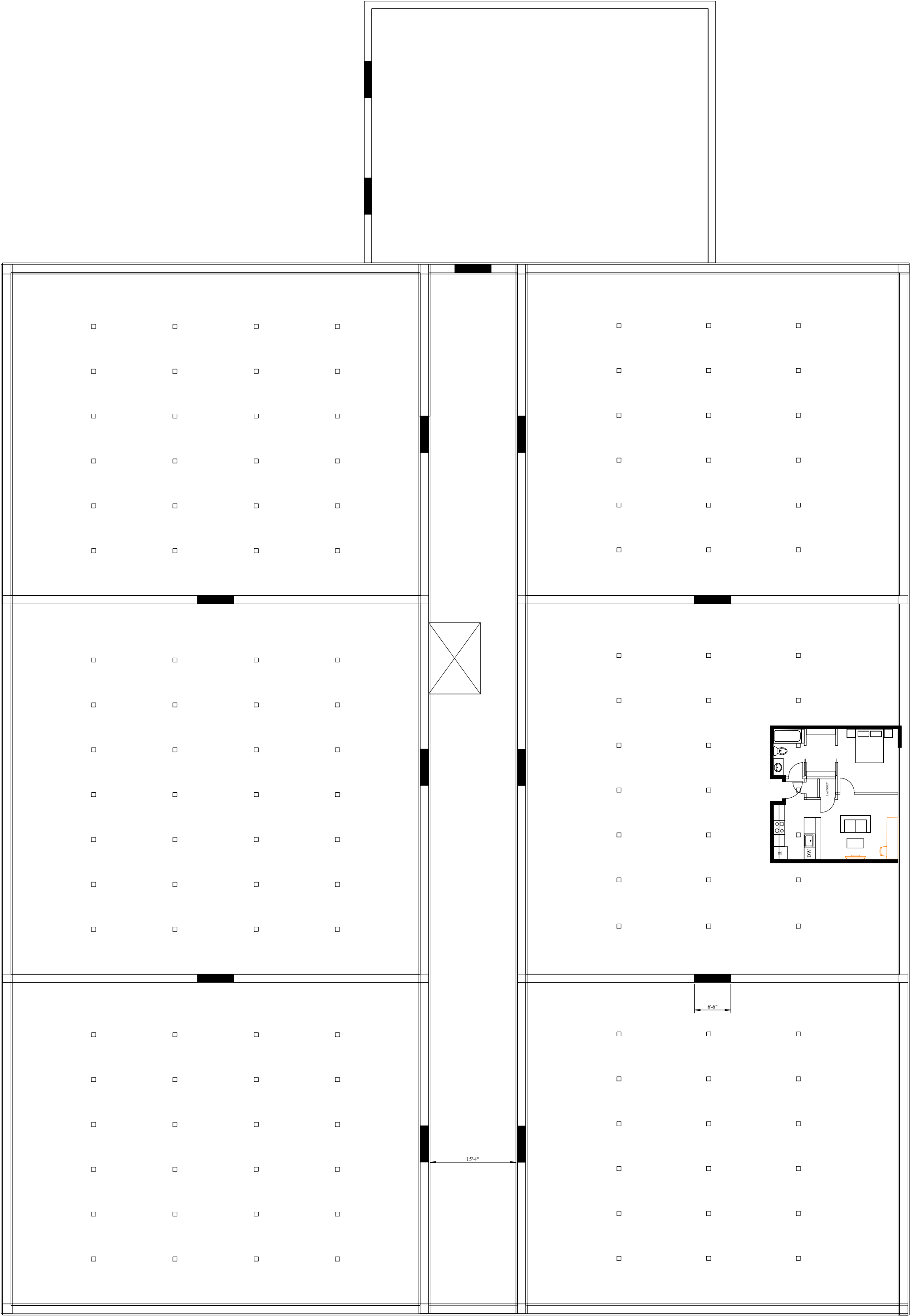
River District Design Commission
427 Patton Street
Danville, VA 24541

March 14, 2024

Commissioners,

This document is presented to demonstrate the limitations of rehabilitating the existing structure at 601 Lynn Street. The building is approximately 158ft wide. Generally speaking, the buildings we have redeveloped in the River District are closer to 75ft wide. To give each apartment adequate daylight along the perimeter of the building results in an extremely large amount of unused square footage in the current structure. The abundance of columns throughout the space is prohibitive to rehabilitation as well – there are so many columns spaced tightly together that you end up with columns in awkward places (kitchens, bathrooms, etc.). Below you will find a sample drawing that shows the unused square footage and pictures of the interior of the building, illustrating the width of the structure and close column proximity.





Davis Complex Storage Building : Floor 1-3
Existing Conditions







RIVER DISTRICT DESIGN COMMISSION

MEETING OF

MARCH 14, 2024

Members Present

Peyton Keesee
John Ranson
Courtney Nicholas
Adam Jones
R.J. Lackey

Members Absent

George Davis
Andrew Hessler

Staff

Cynthia Lester
Ryan Dodson
Renee Burton
Shanika Williams
Antonio Furman

ITEMS FOR PUBLIC HEARING

1. *Certificate of Appropriateness request PZ24-00076 filed by Ralph Rhyne to install wall signs at 402 Wilson Street and 312 Lynn Street.*

Mr. Jones opened the Public Hearing.

Mr. Rhyne stated. We are 501 C 3, what we do is help the poor and needy we have been doing this for years. We need something on the building to identify community service and warehouse. We went to the office, and we showed them the signs that we want to put up in two different address one is community service the other is warehouse. We literally help hundreds of folks using churches, LLCs, and social services. We also have a lot of vehicles.

Mr. Ranson stated. It's unclear from your application where the signs would be, what size they will be.

Ms. Nicholas stated. Size is at the beginning, and where is it going.

Mr. Rhyne stated. That's one of our warehouses it is on the Wilson Street side, it goes on the wall on the outside.

Mr. Ranson stated. It goes on the wall. What's the size?

Mr. Rhyne stated. It is 12 by 32.

Mr. Ranson stated. Is 32 acceptable, sounds huge?

Ms. Burton stated. Yes, this has been reviewed for sign code.

Mr. Jones stated. Is that a metal sign?

Mr. Rhyne stated. It's not metal, but durable.

Mr. Jones stated. Like acrylic or something.

Ms. Nicholas stated. Will the sign be lit at all?

Mr. Rhyne stated. No.

Mr. Jones stated. We thank you for what you're doing, seem like you have a great impact on the community.

Mr. Jones closed the Public Hearing.

Ms. Nicholas made a motion to issue a Certificate of Appropriateness request. PZ24-00076. Mr. Ranson seconded the motion. The motion was approved by a 5-0 vote.

2. Certificate of Appropriateness request PZ24-00112 filed by Richard Barrick on behalf of River City Social to install signs at 680 Lynn Street.

Mr. Jones opened the Public Hearing.

Applicant not present.

Mr. Ranson stated. Is this sign going to take the place of the existing sign?

Mr. Keese states. This is a new part they are adding to the building.

Mr. Jones stated. To my understanding it going to be the River City Social. It going to be one on the front of the building, and a 30 inch sign off to the side protruding out to the blade side.

Ms. Burton stated. This will be the new one on the front of the circle.

Mr. Jones stated. Same color same dimension.

Mr. Jones closed the Public Hearing

Ms. Ranson made a motion to issue a Certificate of Appropriateness request. PZ24-00112. Mr. Nicholas seconded the motion. The motion was approved by a 4-1-0 vote.

3. *Certificate of Appropriateness request PZ24-00125 filed by Riverfront Real Estate to paint sign at 501 Craghead Street.*

Mr. Jones opened the Public Hearing.

Mr. Bunn stated. I'm here to answer and question you may have.

Ms. Nicholas stated. How much does this exceed the regulation design guidelines.

Ms. Burton stated. Typically, your guidelines are 32sf, would be allowed in the TWC so what they are doing is a reface because it is the same size as what is there, you are looking at 4 x 49. 196 is what you're asking for minus 32 so a 164 difference.

Mr. Ranson stated. Is it treated differently?

Ms. Nicholas stated. Will the STM come off over the door, when the awning is gone.

Mr. Bunn stated. It will probably be right in the same area that some of the attachments will be, the plan is to put a light right there to potentially keep it cool down a little more.

Ms. Nicholas stated. Anything being done next door to the signage.

Mr. Bunn stated. We looked at that not as of right now.

Mr. Jones stated. I'm assuming that's the column that will be the coordinates in the schematic.

Mr. Bunn stated. Yes.

Mr. Jones closed the Public Hearing

Ms. Nicholas made a motion to issue a Certificate of Appropriateness request PZ24-00125 but doesn't meet the guidelines. Mr. Ranson seconded the motion. The motion was approved by a 5-0 vote.

4. *Certificate of Appropriateness request PZ24-00120 filed by Rivermont Danville, LLC to construct a parking garage at 403 Spring Street.*

Mr. Jones opened the Public Hearing

Mr. Dincin stated. I'm with Capital Real Estate Solution for the parking garage on Spring Street. We have with us today the architect, who will explain some of the finer points and I am here to answer any questions you may have about the project.

Mr. K. Jones stated. I'm with the architecture forum that's working on the project. I'll start with a brief summary. The project consists of a new construction of a secure parking garage building that will provide the city of Danville with 432 parking spaces. It's located on the corner of Spring and Union Streets. Section 5 generally speaking, recognizes garages as utilitarian in nature. Based on that we have some challenges. Due to the size of the site and specific spatial requirements for parking. It was not feasible to internalize the ramping systems for the parking deck which is by the River District design guidelines. In addition to the ramping the coding environments related the classification, an open parking garage made it very difficult to incorporate a convincing window façade, which is also common preference. Since Spring Street is designated as a vehicular access street and Union Street as more of a variety of historic buildings, we focused on having a garage in the existing Union Street buildings, the guidelines will enhance the pedestrian experience by using brick on the first floor of the garage and include landscaping and a feature. On the stair elevator towers, we use fabric curtain wall and signage with vertical proportions to create a high quality of presence when viewed from afar with the adjacent existing buildings. During recent conversations with the city of Danville, they requested to add color to the precast concrete. We proposed 3 possible color options and schemes to review. Which we think will blend in the other buildings along Union Street while still achieving the design goals of the project.

The first option is taking inspiration from more historic buildings over Craghead Street. The masonry that is at the base and on the stair, towers is intended to be as close to match as possible to the brick that's over on those historic buildings. The precast concrete would be colored to best as possible match that same option to the inspiration more immediately from its adjacent neighbor, which is a combination of an old, blended brick with a painted brick on the top. You see that's intended to be inspired by or as close match to the bricks in the historic building as possible. Option two our masonry is a match to the direct adjacent neighbors with the precast through color to match the tone of the adjacent buildings on the upper portion. The third option that takes its inspiration a little bit farther down. This is more of a tan brick with a corresponding more toned colored concrete.

Mr. Ranson stated. Before we get into the color, is that an accurate representation of how tall the garage is to the building on Union Street. Do you have any ideal what's the height of that building and the garage.

Mr. K. Jones stated. I don't have the exact, but generally speaking, very accurate, because it's a six-tier garage, but you can see the adjacent building to those.

Mr. Lackey stated. You say its not feasible? What do you mean by that?

Mr. Dincin stated. Parking garages are a little bit different than other buildings. There are very specific parking stall requirements, drive aisle requirements. The floor plan we submitted there's no way to get up and down. And park at the same time without having a drive lane the way it is in the plan. There is no way to reconcile with an internalized ramp while doing that, and still being able to park on it. If it goes so steep and if it gets too steep, you're not allowed to park on it anymore, it all becomes an expressway. We are fighting, not being able to actually provide parking spaces, versus just ramping.

Mr. Lackey stated. You wouldn't be able to provide and parking spaces if you rented.

Mr. Dincin stated. Each side is a ramp to get up and down all the different levels of the garage. There is no way to internalize the ramping without being egressed on Spring Street façade.

Mr. Lackey stated. When you talk about the window façade, you say it's very difficult.

Mr. Dincin stated. There are specific criteria to being called an open parking garage where it can naturally vent itself without mechanical assistance. When you combine the fresh air requirements, to be able to force, the requirement for the open air, there's not a lot of space left. The more we made window openings rather than continuous slots for that ventilation. We would then fall under the requirement that were needed for an open parking lot.

Ms. Lackey stated. Were the right parameters to open parking garages close to our limits.

Mr. Dincin stated. It is based on a certain percentage of open area on the exterior of the building.

Mr. Lackey stated. I don't understand that but for this site, is there a reason it can't be enclosed?

Mr. Dincin stated. Technically no. But there is a significant cost and other impact.

Mr. Keesee stated. So, it's a cost issue?

Ms. Nicholas stated. I am assuming the answer is cost, but why are you suggesting using pour concrete above the first level rather than throughout?

Mr. Dincin stated. That's the structural material for the garage. It's going to need to be there anyway to support the garage and the deck. There will be significant added costs to add more material. The precast is the actual structure.

Mr. Ranson stated. I understand that where the brick is face of the concrete there.

Mr. Dincin stated. That is a possibility. It is significant cost increase to be able to do those types of solutions.

Mr. Jones stated. So, cost is the significant part of the unbroken like mass concrete correct. What you are saying is it is a significant cost increase. The more you get into blend within their historical landscape, the more costly it is, would you say? Does it change on the ramping into the windows? Does that change with the number of spaces to park.

Mr. Dincin stated. They're providing a mechanical ventilation could impact the number of spaces we're able to provide. Because now we have some duct, some shafts and things like that to get around the belly. There would be some lost of parking to install that.

Mr. Jones stated. If it was originally 432 spaces and you got down to 400. Does those 32 spaces freed up does that allow for that space you may need. I guess the less spaces the more you have to work with.

Mr. Dincin stated. Yes.

Mr. Ranson stated. I really don't know very much about this project. Could you tell us is your product developers building this, is it a profit center.

Mr. Dincin stated. It is actually for the city of Danville.

Mr. Ranson stated. Will the City of Danville charge people to park there?

Mr. Dincin stated. I do not believe they're planning on charging at this juncture. The property is currently privately owned. The idea is that it will be a public private partnership transferred to the municipality and they will own it outright. I have not seen any definitive or any discussion of challenges. And the intent is to serve the surrounding future. Mr. Jones stated. Clearly parking is needed. The goal is just not to try and compromise or use the bare minimum materials to make it cohesive with the landscape around it. Parking is definitely needed.

Mr. Dincin stated. A couple of things to integrate into the area. To highlight is the storefront on both sides really are the street that has the storefront glass and that's specifically there to mediate part of the fabric of the community.

Ms. Nicholas stated. About how many spaces are on each level?

Ms. Burton stated. 72.

Mr. Dincin stated. There is a separate entrance on Spring because the grade changes so severe that's intended to service the new park down by the river. So, you can walk those paths, the elevators right there so people can get up and then the main entrance will be off and that sort of stuff start building up. This first floor is not wrapped at all, it is flat.

Ms. Nicholas stated. The first floor is not connected with the rest of the structure.

Mr. Dincin stated. It is connected by the elevator, also has a little taller height for vans, and handicapped vehicle.

Mr. Hackworth stated. I not here to completely speak out against the project. Like it has been said parking is needed. Danville has been flirting with the idea of a parking garage since the 1963. And the ideal of parking as any business owner downtown has gotten worse. My issue with the overall design is that it does not meet the guidelines. Section 4 of new buildings design guidelines, part 5 for parking garages, it says the parking garage should not be constructed with uninterrupted expanses of wall area. If you look at the top left photo that's on the screen right now. Outside of the recessed support column for the board packets is uninterrupted expanse of wall area, and it simply does not meet guidelines. It also says the preferred method of construction is curtain walls with window light openings and distort portions and placement. I don't have an issue with the height of the building historically, that site prior was just about 15 feet shorter than that existing building and on the opposite corner was a 5 ½ story building. So, it is proportionately correct for the downtown area. My issue is that again we are uninterrupted expansion wall area without emitting divisional windows or openings or curtain eyes area it is not to the guys and simply the gentlemen have stated that it's precast concrete and with precast concrete you can have a roof designs and outlines in that and my suggestion to you would be better if you do move forward with the project, keep in this exhibit this current design is that precast concrete should be required to have a brick or stone design in it. I would also like to point out to you that I don't know how many meetings back, you previously denied 601 Lynn Street for design issues. And I know they are here again today.

I would hate to see you pass this, if it does not meet the design guidelines. And we get an unequitable, unfair treatment of a prior applicant, you have already said to one applicant that's here again today. No, your design was not adequate, and they haven't gone to the expense of redesigning and coming up with a better plan, which is going to be more costly. I know with any project budget is concerned. But unfortunately, budget is not one of your concerns. Your concern is whether or not a structure meets the guideline, not how much money it's going to cost them. That is their problem, not yours. Again, like I reiterate the issue is it does not meet the guidelines as laid out. And you have another parking garage project that is going to become before you eventually at some point at the corner of Monument and Shelton. And this will set the precedent for those that are coming. And if you give a free pass to this one that tells every other applicant that comes before you that they deserve the same or unequitable treatment.

Ms. Long stated. This project being very prominent on the waterfront with all the development there seems it would be worth the additional investment to make it aesthetically meet the guidelines that were carefully thought out. And for any project, it seems like the city should be setting the example for future projects.

Mr. Ranson stated. After listening to Mr. Hackworth, it would be possible to provide some sort of text by using a form letter, that would not have a negative effect on the cost.

Mr. Dincin stated. It would have a smaller impact on the cost scale.

Mr. Ranson stated. I'm not sure what would be appropriated brick or stone.

Mr. Dincin stated. We haven't study that it may be possible.

Mr. Ranson stated. It looks like it would be possible all the way up at least to break up the façade.

Ms. Lipscomb stated. The guidelines you are speaking of, are they city guidelines?

Mr. Jones stated. They are the River District Historic guidelines.

Ms. Lipscomb stated. And it was published last?

Mr. Jones stated. 2013.

Ms. Lipscomb stated. I'm listening to both side and the city is growing new ideas, new changes. It will be open to maybe address the old guidelines versus the new guidelines. And if this is the first to set presidents not to shoot their ideals down.

Mr. Lackey stated. This committee didn't propagate those guidelines. That is city council.

Mr. Jones closed the Public Hearing

Mr. Lackey stated. I think everybody in this committee knows how I feel about the city, promulgating guidelines, and then try and avoid it. Nothing irritates me more on this committee than when the city comes here and say we want an excuse, while they expect private citizens to bear the burden of cost of their own guidelines. So regardless, I will not vote for this project.

Mr. Jones stated. Mr. Lackey do you feel that there will be room for conversation with a revision.

Mr. Lackey stated. Sure, if they follow the guidelines the city itself has put into place. I'm fine with that. We hear cost, I don't want the city to spend money they don't have to. If that is the case, it needs to make it active for all citizens, not just itself. So yes, if they wanted to revive the building and make it fit the guidelines, great, if they don't, I will not vote for the project.

Mr. Jones stated. Per the conversation it seemed that it was all about the budget and cost.

Mr. Lackey stated. You heard me ask the question of private developers as well. We are tasked with enforcing the guidelines or implementing and interpreting them. We sat here made other private citizens spend more money, is it incapable of being done. Or is it just expensive. And when the city has put this in for private citizens and think the city needs to play by the same rules.

Mr. Keesee stated. When something like this comes about Ms. Burton and you all review it where do you all stand. Is it up to us more or less. It didn't pass right.

Ms. Burton stated. Right, it has been reviewed, there are certain situations, we have looked at it based on the lack of windows, we can also see the safety piece of this being a larger opening. If something was to happen there, you also have the ability to escape more so than if you had windows so that is something that we take into consideration that life safety pieces as well, the reason we looked at it for the three options that you have there is the concrete itself does seem to be really huge contrast with the area. We did recommend the brick, early on talk

about doing a brick façade, and then we'll leave solid, we discuss putting in some color to break that up, muted a little bit so it would not be such a stark contrast, we did not look at the protrusion of the columns, as Mr. Ranson has spoke of, that something if that's the desire, it can be a condition placed on an approval if that's something the commission desire. But we did not discuss that. I don't know if it's been looked at all. I am not sure what that difference would be in the project itself.

Mr. Keesee stated. Looks like they are willing to change the color, willing to cast it, and then the columns, debt probably not going to meet the guidelines, that's a lot.

Mr. Jones stated. The planning staff recommended that we grant the approval, right with the condition of the walls to be colored to ensure the garage is harmony, with the adjacent properties.

Ms. Nicholas stated. We can always add additional conditions beyond that.

Mr. Jones stated. We feel strongly about our job at the end of the day. It's not about money, it's upholding the guidelines of the verbiage. That's what we're here for. At the same time, we don't want to hinder growth and development. We want to see the advancements. What are the common ground commissioners that we can work with the architect and the owners that you would deal with suitable if they come back at a later date.

Mr. Ranson stated. The price is going to be there forever. Whatever the additional cost, if its true, is going to be amortized over many years of adding something that really looks nice in that area and complies with the guidelines. I know parking decks that are brick. Wide open space, the columns are articulated, and they blend in with historic districts quite nice.

Ms. Nicholas stated. What are they going to ask what are the conditions or changes that you would want to see in order to bring it into line and not with the guidelines that he wouldn't support it.

Mr. Lackey stated. I want to see the city follow their own rules. They don't like the guidelines. It has nothing to do, the architectural development company. This is going to be a very visible project. You're going to see that as you come into the city into downtown, the guidelines are there for a reason. May not be the right spot to have a parking lot. I am not against it, but is this the right site, the right size? What I do know is it doesn't follow the guidelines.

Mr. Jones stated. Are there any guidelines we as commissioners sticking out?

The ramping system, or the concerned with the aesthetics of the exterior building.

Mr. Ranson stated. I think it would be nice if we perhaps tabled this if we are talking about following the guidelines rather than us making recommendations.

Mr. Dincin stated. One thing I want to respond to, in particular is that totally enclosing the building and mechanically treating, that will domino into a lot of safety issues, fire blasts, fire sprinklers, a lot of things. It a totally different concept. I want to get out ahead of that. What's plan for this site is an open parking garage.

Mr. Ranson stated. We are not opposed to an open parking garage. I understand what you're saying about an enclosed structure. I don't think we're suggested that at all.

Ms. Nicholas stated. I think he's responding to the fact that the guidelines or method of construction is curved, mostly blank.

Mr. Ranson stated. I think what we've discussed here hasn't been that we are necessarily saying that has to be done. We're saying we think that you can do a structure that complies with the guidelines. Because the guidelines do allow for an open garage right.

Ms. Nicholas stated. Is an open parking garage allowed by the guidelines.

Mr. Dictin stated. It says it's the preferred arrangement would be a close one, I think that gives the committee preferred. And give us the ability to say that we have built a site that will do it and still follow the guidelines.

Ms. Burton stated. If I understand it, the predominant issue would be the uninterrupted expanses of wall area. That seems to be the concern.

Mr. Lackey stated. I 'd like to understand why it's that big I know the more parking the better. It seems to dominate the building that are presently there. I don't think this committee has the ability to say no to the size I'm just curious.

Mr. Keesee stated. If they came back and did the stamp thing and did it differently, would we possibly approve it. Because we need this bad.

Ms. Nicholas stated. I think a significant portion of our job is aesthetic. I don't feel like this as presented meets the guidelines.

Ms. Burton stated. I think you have an option to postpone this if you so choose, so that the architects could look at this in a different direction potentially. Or if there's something specific as the example that Mr. Ranson has posed of just the columns projecting further and that meets the guidelines for the commission then you could offer an approval with the conditions of those are your option of course deny is an option.

Mr. Jones stated. 432 spaces with protruding columns and a brick façade does that sound more appealing.

Ms. Nicholas stated. I don't feel comfortable putting on conditions without seeing another.

Mr. Ranson made a motion to postpone Certificate of Appropriateness request PZ24-00120. Ms. Nicholas seconded the motion. The motion was approved by a 5-0 vote.

5. Certificate of Appropriateness request PZ24-00126 filed by ARRG Properties to deconstruct 601 Lynn Street and build a new 125-unit apartment.

Mr. Jones opened the Public Hearing.

Mr. Shiflett stated. Here to answer any questions, I have something to read, these are in the guidelines district, section 1.1. Section one page two, Danville growing and changing over time. The purpose of these guidelines is not to preserve historic buildings exactly as they were when built, as a sort of museum, but rather to allow them to adapt gracefully to new uses and new technologies and materials. Commission members must balance modern needs (parking lots, energy efficiency, new technology, building codes, changing uses) with historic preservation goals. I read that the proposal here is to dismantle the building that is granted beautiful buildings and its historic. Historic preservation is not in the box, we're preserving the building that is natural that those products will go along with wood and material. The brick will go on the other preserving the building just not where it is.

Mr. Ranson stated. It is recommended that you contact the department resources. And my understanding is that was not done. That would give us a new different perspective on the project.

Mr. Shiflett stated. We haven't talked in the past years, but we did talk to them, and let us know specifically that we were not allowed to cut holes in the garage.

Mr. Lackey stated. You can't cut holes in the building to keep your historic tax credit, or you can't cut holes period.

Mr. Shiflett stated. We could do whatever we wanted to as far as the tax credit.

Mr. Ranson stated. You are not getting tax credit any way.

Mr. Shiflett stated. The way the building is constructed currently, using tax credits isn't possible for the fact the way the building's laid out inside and the extra durability. We added a lot of great work. We studied and redesigned it to match them only to the existing building that was there and surrounding area.

Mr. Dunn stated. Those would be the structure of the deck.

Mr. Ranson stated. Did you say how high for them to be used.

Mr. Dunn stated. 6 ft it's very similar those 4 floors. These are preliminary, to let you know what we are planning. We have spent \$100,000 on architecture plans. We will have to come back anyway. So that these can be critiqued in more detail.

Mr. Jones stated. I will guarantee that rendering that you have here compared to the previous meeting is nice. The building that's there currently we will call it dental mold across the top, which is seems to be like a really nice focal point. Is that something that could potentially be added to the new schematics that you have there.

Ms. Burton stated. To clarify, you are not asking for approval for this design.

Mr. Shiflett stated. Correct. This is to give you all confidence in that we're doing something. We already have something planned that is reasonable. We're not putting up some concrete or brick structure now. Masonry cinderblock structure. Then we were going to do something appropriate for that space.

Ms. Burton stated. The only vote before the commission today would be demolition. Because this could. Disassemble. Because you're not voting on this particular design, they are just giving us a visual model of potentially what could be there. Just don't want to get confusion when we are making motions.

Ms. Ingram stated. I just want to reiterate what this building is. It's not in poor condition. It's a contributing building to the tobacco warehouse district, which is one of the largest and best-preserved collections of post-Civil War buildings in the South. Danville residents and visitors are very fortunate that these types of warehouses are still standing, especially when so many are lost. As you are aware in the 1960s, 1970, during urban renewal, large swaths of Danville were demolished to make way for progress and really is looking at the image on Main Street, the lower part of Main Street

from before when we know and compare it to today to get a good idea. See what has been lost. For the warehouse in question, there's actually a legacy of preservation and reuse on the ground. The Davis family purchased more than 10 warehouses in the warehouse district and reuse them for storage. That is one big reason why the River District exist today, and this is one of those on the River District is one that the entire revitalization of Danville is based on. Its why people are allowed to be proud to say that there are from Danville more nowadays. I want to add to that. Not demolishing but reusing historic buildings is more important now than ever, because of the environmental impacts of demolition. This building goes into landfills, and you have the impacts of all the new materials, the new construction. The guidelines are also free. The main thing that bothers me that balance allocation is something that has already been brought up and that is when this came before you last summer. This commission, and staff did recommend that you go to historic resources, I have a letter from Julie Langan saying no one has reached out to them. I feel that some of the recommendations that are made were not followed through by the applicant. The argument for demolition is the lack of windows prevents them from reusing the warehouse for the number one performance. Look more like a dormitory.

Ms. Long stated. The tourism director came up with the number one reason that they are attracted to Danville is the historical cities. That's why I'm here because of the charm and character, even though it on the outskirts of the River District, and it still is substantial, and it contributes greatly. The cost to rebuild the building will be so astronomical, that is a reason to preserve it because once it gone its gone. And that's history. I fear that the revenues from the salvage of this building is a factor I'm sure it a lot that is why it should stay up. They should talk with the Department of Historic Resources to try to think creatively on how they can overcome this issue with the windows. If they can't think of an appropriate use for it as it is, because nothing is wrong with the building, they can sell it. I think to tear down a perfectly good historic building and build residential units there when there's so much land that's already available very close by.

Mr. Shiflett stated. The history is what brings folks to Danville. However, housing is a shortage. I would say this is holding us back from being able to bring more folks to Danville to the River District to enjoy living down here among the historic buildings. The landfill was also talked about, again this building is being dismantled, this dismantling is not a wrecking ball coming through and wrecking it, it is taking it down piece by piece and will be costing well over a million dollars just to take the building down. Those products will go to other projects. They very little products will go to landfills.

Another issue, not just the windows and the lack of is the column placement. And to get a tax credit we were not allowed to remove those columns either because it's

considered too much material coming out. You can't lay out an apartment with column right beside your sink, and right off your shower.

Mr. Ranson stated. That is a problem in all warehouse buildings.

Mr. Shiflett stated. No, it's not a problem. These are so close together. That is the problem. Usually, they are 12 to 16 feet apart. These are 8 feet apart and 16 feet deep.

Mr. Keesee stated. What was the building original use?

Mr. Shiflett stated. Storage for tobacco and textile.

Mr. Jones closed the Public Hearing

Mr. Jones stated. Clearly this is a dilemma not only for historical purposes but for enduring constructed in 1886 and here we are 2024 debating what to do.

Mr. Ranson stated. I hate to say this, but it does seem counter productive the building has been sitting there empty with no prospects. It is a lovely building, if no one does anything with it, it will be a matter of time before it won't be any use to anything.

Mr. Lackey stated. I hate it I know these guys have done a good job downtown tearing that building down. Seems to be excessive today. I say let's put some windows in there. I hate to see that building be torn down.

Mr. Jones stated. Sonja spoke at some of the oracle, as far as it is, it's an 1886 constructed building that has some symbolic to the textile industry, and the tobacco industry kind of pulls on the heartstrings to the locals.

Mr. Lackey stated. I think we've had this question before, I can't remember the answer. Can this be appealed? this is a council issue, they made the guidelines, and they make the decision.

Ms. Burton stated. There is a 30 day appeal time.

Mr. Dodson stated. One point 1.7.6. on page four, and applicant is not satisfied decision of the commission decision can be appealed to city council procedure for appeal is set.

Mr. Lackey stated. I'm very torn with this because of the good job they've done. What they have done in this town, and the 1886 date of that building. I do think the elected officials could be.

Mr. Jones stated. Staff does not promote the demolition but recognize their strengths with the redevelopment of the structure. Our job as a commission, is to hold the integrity and fabric of the historical guidelines of the River District. That's what we are here today to do. We're not here to build 601 Lynn Street, we are here to adhere to the guidelines. A good question if it cost a million dollars to tear down the structure, what

does the million look like with windows, but at the same time, we just saw them, and they gave a great presentation on beams being so close together, you don't want a column inside of the toilet or sink. I guess if you cut windows in you have already passed the tax credit, so you are linked.

Mr. Lackey stated. I have a question about the appeal rights, I understand if we denied it, they can't reapply for the year.

Ms. Burton stated. As is but they can resubmit something different.

Mr. Lackey stated. So, there is something new with the demolition. Do we have to deny it in order for them a right to appeal it to City Council.

Ms. Burton stated. You have to make a vote either to approve or deny giving them the opportunity to appeal.

Mr. Lackey stated. That's what I was thinking we have to deny it in order to invoke their appeal rights.

Mr. Ranson stated. I think if we approve it to tear it down, they also can appeal that.

Mr. Lackey stated. Who can appeal that?

Ms. Burton stated. That is correct. A member or the community can file an appeal.

Ms. Nicholas stated. Does any one in the community have standings.

Mr. Dodson stated. Any person aggrieved by any decision review commission. Have made some such decisions within 30 days to City Council.

Mr. Lackey stated. Is a citizen agreed by that decision or only the applicant agreed by the decision.

Mr. Dodson stated. I think the historical society wanted to appeal the demolition of illegal long mill.

Mr. Jones stated. Do we have any idea how long the building has been empty?

Mr. Hackworth stated. I was volunteering with what was the precursor to the River District Association that was going on during the 2000s. It was empty then a little bit of storage, but most of the building was empty.

Mr. Jones stated. If we are not careful, I feel like the longer it sits, the longer it decreases.

Mr. Keesee stated. I guess this would go to the building owner, you're not pursuing that, obviously, because this will be a new structure. I have seen this done in other cities. Would you be opposed to gutting the building, keeping the skin and building inside the existing skin structure.

Mr. Shiflett stated. We did look at that possibility the way the building is constructed on the exterior if you cut windows into that you limit yourself because of the architecture, and the way it is laid out.

Also to answer the question the million dollars to remove the building that's not our cost. We will be signing that building to a company that does this professionally, that dismantles the building and then sells those products.

Mr. Ranson stated. So, there is over a million dollars amount of stuff and they going to sell it.

Mr. Shiflett stated. I know this is not dealing with this now but going forward. The reason people like the tobacco warehouse system are because a lot of architecturally is very appealing. There's a lot of intricate brickwork to see.

Ms. Ingram stated. I don't understand the comment to leave the exterior, and then adding windows and all that would prevent the apartment.

Mr. Shiflett stated. That is not preventing the apartment that is leaving the skin from building a new building a new structure with in that.

Mr. Ranson stated. It seems to me of residential residence bedroom above the first and second floor and a window.

Mr. Shiflett stated. Not true but requirements NFPA 13 are.

Mr. Jones stated. I the number of apartments we looking at 125 units, if we decrease that number, does it change anything within the layout?

Mr. Shiflett stated. Well, yeah, so obviously more of our money should be put in at the better off you are. I can't remember how many apartments we can fit in this building it was less than 125 but it is not substantial enough to overcome the costs. The cost is on us.

Mr. Hackworth stated. The issue for people is the outside retaining that is the historic structure, not the inside. So, if you're deconstructing everything, columns, brick everything all the way down to the ground level and keeping the skin if you split it into essentially 2 separate buildings with a central core with a central entryway building, could you not get the apartment and put your egress there.

Mr. Shiflett stated. If you have enough money doing it might seem like taking down the part of the building, punching holes, and it's cheaper than demolishing openings starting from new. And a lot of instances, that's not the case, it costs more to leave what you have there and make that work. The building, it doesn't work from that standpoint, economically, the density is still not, again the way the building is laid out, the height of the building from the bottom corner, is subgrade. About 4 feet, the height of the ceilings

Mr. Ranson stated. I would like to say that I will stipulate that the developer is a great asset to Danville, that they do everything they could to look at the building and try to make it into an apartment. I think they've done a good job, all that stuff. However, there are political and economic factors that we are not charged with dealing with we are charged with maintaining the fabric of the historic district.

Mr. Ranson made a motion to deny Certificate of Appropriateness request. PZ24-00126. Mr. Lackey seconded the motion. The motion was approved by a 4-1 vote.

APPROVAL OF MINUTES

The January 22, 2024, minutes were approved by a unanimous vote. With no further business, the meeting adjourned at 6:05 p.m.

Approved By: _____

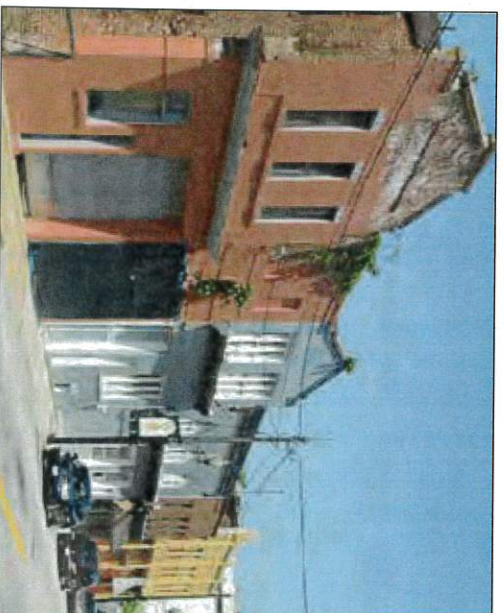
5. Shutters

Shutters are common on many types of historic buildings, but are less frequently used in commercial and industrial buildings. They are most often seen on the upper stories of commercial buildings. Shutters should follow their historic purpose, which was to provide covering for windows in varying conditions throughout the year. First floor shutters in some buildings had solid panels to provide security for the street level. Shutters on the upper levels were typically louvered to ensure ventilation while also shielding the rooms on those levels from the weather. Shutters were proportioned to completely cover the windows and were always operable. This functionality shall be followed in any replacement shutters.

6. Paint Colors

Historically, paint colors varied with changes in tastes reflected in changes of period and style. The following are guidelines for selecting paint colors based on the specific period and style of each building type. In the commercial areas, most of the buildings were unpainted stone or brick, so trim, signs, cornices and awnings often supplied the accent colors for these buildings. Likewise for industrial buildings, when built and now, the color of the natural brick or stone predominated, with ornamental brick work, cornices and painted building signs providing color and/or interest.

For those commercial buildings that were later painted, and for the storefront levels of commercial buildings, color tastes changed with the times. Paint schemes for Federal, classical and Greek Revival buildings often used light natural colors in an attempt to replicate traditionally used marble materials. In paint schemes for Italianate style buildings facades were often painted to resemble masonry with grays and earth tones being most popular. Trim was painted in contrasting colors



The second building from the left, above left, and the middle building, above right, have both lost their roofs and been open to the elements for some time. It is unlikely these buildings will ever be restored. However, other alternatives, such as retaining the facades (if reinforced) and using the space for outdoor dining or parking (if the property is sufficiently wide) could be considered. This would save the integrity of these blocks.



including browns, blues, grays and fawn. Victorian era buildings often used bright colors, with the darkest colors reserved for the trim, and often with the use of more than two colors. There are many printed and online resources discussing color palettes for Victorian-era buildings. There is information available locally and nationally about period-appropriate color choices, and many paint brands now carry historic or even "National Trust"-approved colors.

Color is highly subjective, and these guidelines do not dictate color choices, but consideration should be given to adjacent properties and historic precedents when choosing colors.

3.3. Criteria for Restoration/Renovation vs. Demolition

Before discussing subcategories of buildings, a discussion of the criteria for saving or demolishing

buildings may be valuable. This is always a controversial and emotional subject. There are those who think it is essential to save every building, and there are those who think vacant and deteriorating buildings should be demolished. Neither position is particularly useful or productive. There are strong arguments for saving as many historic buildings as possible:

- It would be financially implausible if not impossible to replace almost any historic building with a comparable new building;
- Historic buildings embody the history of the City and its people;
- Historic buildings and historic districts are a powerful draw for tourism, population growth, and business recruitment, not only for the district itself, but for the entire community.

With the abundance of square footage available in historic buildings in the River District, some decisions will have to be made about how best to preserve buildings. It is unfortunately fairly certain

that not all can be saved, so criteria must be established to allow the City and the Design Review Committee to make informed decisions. Many of the criteria are the same ones that are used to evaluate whether a building is worthy of individual listing on the Historic Register, and others have to do with the urban design form of the area in which the building is located. A list of possible criteria are listed below:

- What is the architectural merit of the building?
- What is the historic significance of the building?
- What is the condition of the building, and if it is seriously deteriorated, how financially feasible is it to restore/renovate (i.e. is the cost of rehabilitation likely to be much higher than the probable sale value of the building, even with tax credits and other incentives)?
- How does the building relate to other buildings around it? For instance, a less significant building that forms part of an otherwise intact block or urban corridor (e.g. on Craghead or Main Streets) is more valuable than one standing alone on an otherwise vacant block.
- Are there any restraints on reuse imposed by limitations of the building itself? How might these be overcome, and will the cost of overcoming these limitations make a project financially implausible? Examples might be difficult interior layout or a building with serious environmental issues.
- Is there a new use planned (e.g. in an adjacent building) that requires the land on which a less significant, deteriorated, or otherwise endangered building is located? If the new use is economically significant to the City, then these questions should at least be asked.

If public health, safety and welfare are at issue regarding a particular building, the City is permitted to demolish the building without review based on USBC Statewide Building Code.

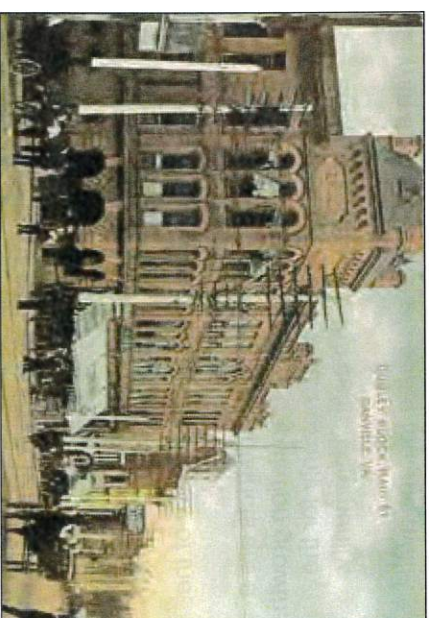
It is best to reiterate that the historic buildings in the River District could never be built to the same quality today, which means that all historic buildings, even relatively undistinguished historic buildings, have value. Saving them, or stabilizing and mothballing them for the future (in accordance with Virginia Historical Standards), is favored over demolition unless the weight of the criteria above favor demolition.

3.4. Commercial Buildings

Buildings on American Main Streets typically evolve and change over time so that today they are a mixture of newer and older buildings and the layers of alterations made to them over time. This is particularly true in the commercial core where merchants have modified their storefronts, perhaps several times, to reflect the latest marketing approaches. Architecturally, historic commercial buildings often have “split personalities” where the upper floors remain largely untouched, retaining their historic character, and the first floors have been modernized, masking their original appearance.

If many of the original details of buildings to be restored have been lost with successive modernizations, it is recommended that the owners try to find photographs of the building from near the time it was built, or study examples of similar buildings that have been restored in order to gather information on appropriate architectural details for each building type.

It may be advisable for building owners to work with an architect or historic preservation specialist when attempting to restore a building about which there is little photographic or other historic information. Such professionals would be most skilled at approximating original details if these are unknown.



The postcard at the top shows what the Gothic-Rivival style Dunn Building at Main and Union Streets looked like when built. The photograph below it, taken in 2011, shows that the tower and cornice have been removed, and the first floor has been simplified and modernized, perhaps not for the better.

Where storefronts have been substantially changed over the years, a decision must be made whether to restore the current storefront, or try to restore the original details, if known. In some cases changes made to storefronts may now have historic significance in their own right. Decisions on these matters must be guided by a variety of factors, including current usage, presence or absence of photographs or drawings illustrating original

Council Letter City of Danville, Virginia



CL - 1264

NEW BUSINESS K.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: City Code Change - Elderly and Disabled Real Estate Tax Relief

From: Michael Adkins, Chief Financial Officer

COUNCIL ACTION

1. Public Hearing
2. An Ordinance Amending Article IV, Entitled "Real Estate and Mobile Home Tax Exemption and Deferral for Certain Elderly and Disabled Persons," of Chapter 37, Entitled "Taxation," of the Danville City Code to Allow for Revisions to the Real Estate Exemption and Deferral Program.
First Reading

SUMMARY

This ordinance will change Danville City Code Sections 37-62 and 37-66 regarding the City's Elderly and Disabled Real Estate Tax Exemption Program. The maximum allowed income will be increased from \$35,000 to \$40,000, allowing increased participation in the exemption program.

BACKGROUND

Danville City Code Sections 37-62 and 37-66 provide for the exemption of real estate taxes for qualifying elderly or disabled citizens. Currently, those who are at least 65 years old and have household income of \$35,000 or less are able to apply for this program. An exemption of 100% of real estate taxes is granted to those with income of \$17,500 or less and a 50% exemption to those with income between \$17,501 and \$35,000. The original income limit for this program was \$20,000 and had not been adjusted since its inception several decades ago.

Beginning with fiscal year 2023, the income limit was increased to \$30,000 with the intention of considering additional increases in future fiscal years, depending upon the budgetary impact of initial increases. In fiscal year 2024, the income limit was increased again from \$30,000 to \$35,000. Thus far, the impact of the income limit increases has resulted in the addition of 49 qualifying taxpayers, at an annual cost of \$24,000.

Staff now suggests increasing the income limit from \$35,000 to \$40,000 and observing the resulting budgetary impact. Estimating the cost of this change is not possible as we do not have access to individual household incomes, which would provide an idea of the number of qualifying real estate owners.

RECOMMENDATION

Staff recommends adoption of the attached ordinance to incorporate the suggested changes to the

City's tax exemption program for the elderly and/or permanently and totally disabled.

Attachments

1. Ordinance

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2024-_____.____

AN ORDINANCE AMENDING ARTICLE IV, ENTITLED "REAL ESTATE AND MOBILE HOME TAX EXEMPTION AND DEFERRAL FOR CERTAIN ELDERLY AND DISABLED PERSONS," OF CHAPTER 37, ENTITLED "TAXATION," OF THE DANVILLE CITY CODE TO ALLOW FOR REVISIONS TO THE REAL ESATE EXEMPTION AND DEFERRAL PROGRAM.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Danville, Virginia, that Article IV, entitled "Real Estate and Mobile Home Tax Exemption and Deferral for Certain Elderly and Disabled Persons," of Chapter 37, entitled "Taxation," 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 37. TAXATION

Article IV. Real Estate and Mobile Home Tax Exemption and Deferral for Certain Elderly and Disabled Persons

Sec. 37-62. General restrictions, conditions and qualifications.

- (a) The exemption and deferral provided by this article shall be subject to the following restrictions, conditions and qualifications:
 - (1) That the title to the property for which such exemption and/or deferral is claimed must, on the thirtieth day of June immediately preceding the tax year for which the exemption and/or deferral is claimed, be owned or partially owned by the person or persons claiming the exemption and/or deferral.
 - (2) That the property for which the exemption and/or deferral is claimed must be occupied as the sole dwelling of the person or persons claiming the exemption and/or deferral.
 - (3) That the person or persons, claiming the exemption and/or deferral must, on the thirtieth day of June immediately preceding the tax year for which the exemption and/or deferral is claimed, be sixty-five (65) years of age or older, or be permanently and totally disabled.
 - (4) That the total income during the calendar year immediately preceding the tax year for which the exemption and/or deferral is claimed, from all sources of the owners of the dwelling living therein and of the owners' relative living in the dwelling for which tax relief as set forth under this article is claimed does not exceed ~~thirty-five~~ **forty** thousand dollars

(\$~~40~~35,000.00); provided that the first four thousand dollars (\$4,000.00) of income of such relative, other than a spouse, who is living in the dwelling shall not be included in such total income. An owner who is permanently and totally disabled shall deduct an additional seven thousand five hundred dollars (\$7,500.00) from their total income for a total of ~~forty-two~~seven thousand five hundred dollars (\$~~42~~7,500.00).

- (5) That the combined financial worth, including equitable interests of all owners of the dwelling for which the exemption is claimed, and of the spouse of each such owner, does not exceed fifty thousand dollars (\$50,000.00) as of the thirty-first day of December next preceding the tax year for which the exemption and/or deferral is claimed excluding:
 - a. The value of the dwelling and the land, not exceeding one (1) acre, upon which it is situated.
 - b. The value of furnishings, including furniture, household appliances and other items typically used in a home.
- (6) That a dwelling jointly owned by a husband and wife may qualify if either spouse is over sixty-five (65) years of age or is permanently and totally disabled.
- (b) The fact that persons who are otherwise qualified for the exemption and/or deferral provided for in this article are residing in hospitals, nursing homes, convalescent homes or other facilities for physical or mental care for extended periods of time shall not be construed to mean that the property for which the tax exemption and/or deferral is claimed does not continue to be the sole dwelling of such persons during such extended periods of other residence, so long as such property is not used by or leased to others for consideration.

Sec. 37-66. Amount of exemption and/or deferral.

- (a) The tax exemption and/or deferral determined by the total income of those applicants who meet the combined financial worth standard of fifty thousand dollars (\$50,000.00) or less shall be determined as shown on the following schedule:

	Combined Financial Worth
Total Income	50,000 or less
0— 17 20,5000	100% exemption
17 20,5001— 35 40,000	50% exemption

- (b) The maximum annual exemption and/or deferral on any one (1) property shall be seven hundred dollars (\$700.00).
- (b) Such exemption and/or deferral shall be determined and credited only to the tax liability of the person or persons claiming and otherwise qualified for the exemption and/or deferral and for only the property and tax year for which the exemption and/or deferral is claimed and any deferral shall continue to constitute a lien on the dwelling.

AND BE IT FURTHER ORDAINED, that all other provisions and Sections of said Article, Chapter. and Code be, and the same are hereby, continued in full force and effect unless and until the same are hereafter amended or repealed.

Approved:

Mayor

Attest:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney

Council Letter
City of Danville, Virginia



CL - 1260

NEW BUSINESS L.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Fiscal Year 2025 Danville Public Schools Budget.

From: Henrietta Weaver, Budget Director

COUNCIL ACTION

1. Public Hearing
2. A Resolution Approving the Budget of the School Board of the City of Danville for the Fiscal Year Ending June 30, 2025.
First Reading

SUMMARY

The Public Hearing for the Fiscal Year 2025 School Board Budget is scheduled for May 7, 2024. The City's Budget for Support of Schools includes \$27,846,190 for Support of Operations, and \$1,877,780 for Debt Service, for a grand total of \$29,723,970.

RECOMMENDATION

It is recommended the City Council approve the attached Resolution approving the Fiscal Year 2025 Danville Public Schools Budget.

Attachments

1. Resolution
-

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2024- ____ - ____

A RESOLUTION APPROVING THE BUDGET OF THE SCHOOL BOARD OF THE CITY OF DANVILLE FOR THE FISCAL YEAR ENDING JUNE 30, 2025.

WHEREAS, the School Board of the City of Danville presented to the Council its estimate of the amount of money needed for the support of the public schools of the City during Fiscal Year 2025 which estimate reflected total proposed expenditures in the amount of \$93,259,785; and

WHEREAS, the City shall contribute \$27,846,190 for School Operations and \$1,877,780 for School Debt Service for a total appropriation of \$29,723,970; and

WHEREAS, the City Council does not intend by this resolution to guarantee to the School Board of the City of Danville any contribution for support of schools in future fiscal years above that amount required by Virginia law for support of schools; and

WHEREAS, a brief synopsis of the proposed Budget of the School Board for Fiscal Year 2025 was duly published, and, after public notice duly given, 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, pursuant to Section 22.1-93 of the Code of Virginia, 1950, as amended, the budget of the School Board of the City of Danville for the Fiscal Year ending June 30, 2025 be, and the same is hereby, approved for educational purposes subject the above recited conditions.

Approved

Mayor

Attest:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney

Council Letter City of Danville, Virginia



CL - 1261

NEW BUSINESS M.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Consideration of Fee Changes Effective July 1, 2024.

From: Henrietta Weaver, Budget Director

COUNCIL ACTION

1. Public Hearing
2. An Ordinance Amending and Establishing and Increasing Certain Fees of the City of Danville Effective July 1, 2024, Except Where Otherwise Stated.
First Reading

SUMMARY

The Fiscal Year 2025 City Council Introductory Budget contains recommendations for the following new fees or fee increases:

- The establishment of a short term rental fee in Community Development which is estimated to provide an additional \$105,000 in revenue.
- Various Planning and Inspection fee increases in Community Development are estimated to provide an additional \$38,170 in revenue.
- Sanitation fee increases are estimated to provide an additional \$404,760 in revenue.
- Cemetery fee increases are estimated to provide an additional \$299,800 in revenue.
- A public hearing was held May 7, 2024 for the above proposed rate and fee changes.

BACKGROUND

The purpose of the fee establishment or increase in Community Development 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. This is the second year of a multi-year plan to increase fees.

Cemetery fees are being increased due to the rising cost of providing this service. The Cemetery Fund is a self-supporting operation. Each of the proposed fees were benchmarked against peer cities and locally owned cemeteries. These fees have been at current levels for the last 12 years.

RECOMMENDATION

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

Attachments

1. Ordinance
-

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2024-____. ____

AN ORDINANCE AMENDING AND ESTABLISHING AND INCREASING CERTAIN FEES OF THE CITY OF DANVILLE EFFECTIVE JULY 1, 2024, EXCEPT WHERE OTHERWISE STATED.

WHEREAS, the city of Danville charges fees for services rendered, permits and applications; and

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

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. Planning and Zoning Fees

Schedule II. Inspection Fees

Schedule III. Sanitation Fees

Schedule IV. Cemetery Fees

AND BE IT FURTHER ORDAINED that this Ordinance shall be and become effective on and as of July 1, 2024, except where otherwise stated.

Approved

Mayor

Attest:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney

City Attorney

**CITY OF DANVILLE
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING AND ZONING FEES**

Pursuant to Danville City Code § 2-9 and Chapter 41, Art.13, § I, 5 and Danville City Charter § 2-19.

Effective July 1, 2024

FEE	CURRENT	PROPOSED
Short Term Rental	\$0	\$250
Planning Commission – application, special use, code amendment	\$360	\$400
Zoning Clearance	\$11	\$20
Board of Zoning Appeals application	\$206	\$250

Effective January 1, 2025

FEE	CURRENT	PROPOSED
Short Term Rental	\$0	\$500

**CITY OF DANVILLE
COMMUNITY DEVELOPMENT DEPARTMENT
INSPECTION FEES
EFFECTIVE JULY 1, 2024**

Pursuant to Danville City Code § 2-9, § 9-62, and § 9-87 and Danville City Charter § 2-19.

FEE	CURRENT	PROPOSED
Building, Electrical, Mechanical, Plumbing, Sign permit fee - minimum	\$42	\$50
Investigation Fee (work without permit)	\$72	\$200
After hours inspection fee	\$57	\$100
Minimum plan review fee (Commercial)	\$31	\$50
Plan Review Fee - Residential Addition	\$26	\$50
Plan Review Fee - Residential New	\$52	\$100
Demolition (Wrecking) fee	\$52	\$100
Relocation Fee (moving of any structure)	\$78	\$100
Temporary Certificate of Use & Occupancy	\$31	\$100
Permanent Certificate of Use & Occupancy	\$31	\$50
Change of Use Survey	\$42	\$50
Additional Inspection Fee (Re-inspection Fee)	\$29	\$50

**CITY OF DANVILLE
PUBLIC WORKS DEPARTMENT
SANITATION FEES
*EFFECTIVE JULY 1, 2024***

Pursuant to Danville City Code § 2-9, § 17-25, § 17-26 and § 17-51, and Danville City Charter § 2-19.

FEE	CURRENT	PROPOSED
Residential Refuse Collection	\$17.50	\$18.50
Residential Refuse Collection – reduced fee	\$8.75	\$9.25
Commercial Refuse Collection	\$3.00	\$4.00
Commercial Refuse Collection – partial service	\$1.50	\$2.00

**CITY OF DANVILLE
PUBLIC WORKS DEPARTMENT
CEMETERY FEES
EFFECTIVE JULY 1, 2024**

Pursuant to Danville City Code § 2-9 and § 10-21, and Danville City Charter § 2-19.

FEE	CURRENT	PROPOSED
Adult Grave (Includes Perpetual Care)	\$849	\$1,300
Child Grave (Includes Perpetual Care)	\$335	\$600
Perpetual Care (Not Previously Paid)	\$129	\$150
Adult Grave - Open/Close	\$797	\$1,100
Child Grave - Open/Close	\$412	\$500
Adult Grave - Open/Close - Overtime	\$952	\$1,500
Child Grave - Open/Close - Overtime	\$515	\$700
Mausoleum Service	\$438	\$550
Mausoleum Service - Overtime	\$525	\$750
Cremated Service	\$438	\$600
Cremated Service - Overtime	\$525	\$800
Columbarium Niche	\$849	\$1,500
Columbarium - Opening	\$412	\$400
Columbarium - Service Fee	\$438	\$400
Adult - Disinterment/Reinterment	\$797	\$1,500
Child - Disinterment/Reinterment	\$412	\$1,100
Double Depth (First Opening)	\$206	\$200
Transfer Of Ownership	\$103	\$100
Late Notification Fee	\$103	\$100
Dirt Sale (Pickup Truck Load)	\$10	\$10
Monument Permit	\$103	\$150
Vault Permit	\$309	\$350

Council Letter
City of Danville, Virginia



CL - 76

NEW BUSINESS N.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Consideration of a Personal Property Tax Decrease

From: Henrietta Weaver, Budget Director

COUNCIL ACTION

1. Public Hearing
2. An Ordinance Amending and Reordaining Section 37-30 of the Danville City Code to Decrease the Personal Property Tax from \$3.60 per \$100 of Assessed Value to \$3.45 per \$100 of Assessed Value Effective January 1, 2025.
First Reading

SUMMARY

The Fiscal Year 2025 City Council Introductory Budget includes a \$0.15 reduction in the Tangible Personal Property Tax rate from \$3.60 per \$100 of assessed value to \$3.45 per \$100 of assessed value.

RECOMMENDATION

It is recommended that City Council approve the attached ordinance amending the City Code for the Tangible Personal Property Tax rate.

Attachments

1. Ordinance
-

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2024____.

AN ORDINANCE AMENDING AND REORDAINING SECTION 37-30 OF THE DANVILLE CITY CODE TO DECREASE THE PERSONAL PROPERTY TAX FROM \$3.60 PER \$100 OF ASSESSED VALUE TO \$3.45 PER \$100 OF ASSESSED VALUE EFFECTIVE JANUARY 1, 2025.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Danville, Virginia, that Section 37-30, entitled "Tax on tangible personal property generally", of the Article II, entitled "Levy and Rate of Tax on Real Estate, Tangible Personal Property, etc.", of Chapter 37, entitled "Taxation", 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 37 – Taxation

Article II: Levy and Rate on Real Estate, Tangible Personal Property, etc.

Sec. 37.30. – Tax on tangible personal property generally.

Pursuant to sections 58.1-3000 and 58.1-3008 of the Code of Virginia, on all tangible personal property there shall be a tax of ~~three dollars and sixty cent (\$3.60)~~ three dollars and forty-five cent (\$3.45) on every one hundred dollars (\$100.00) of the assessed value thereon except for all aircraft which shall be taxed as a separate class of property pursuant to section 58.1-3506 of the Code of Virginia and as more specifically set forth in section 37-36 of this Code; provided, however, that the following household goods, personal effects and agricultural property are eliminated from such tax pursuant to sections 58.1-3504 and 58.1-3505 of the Code of Virginia:

(1) Bicycles.

(2) Household and kitchen furniture, including gold and silver plates, plated ware, watches and clocks, sewing machines, refrigerators, automatic

refrigerating machinery of any type, vacuum cleaners, and all other household machinery, books, and firearms and weapons of all kinds.

(3) Pianos, organs, phonographs and record players and records to be used therewith and all other musical instruments of whatever kind, and radio and television instruments and equipment.

(4) Oil paintings, pictures, statuary, curios, articles of virtu, and works of art.

(5) Diamonds, cameos, or other precious stones and all precious metal used as ornaments or jewelry.

(6) Sporting and photographic equipment.

(7) Clothing and objects of apparel.

(8) All other tangible personal property used by an individual, family, or household incident to maintaining an abode.

(9) Horses, mules, and other kindred animals.

(10) Cattle.

(11) Sheep and goats.

(12) Hogs.

(13) Poultry.

(14) Grains and other feeds used for the nurture of farm animals.

(15) Grain, tobacco, wine produced by farm wineries as defined in section 4-2(10a) of the Code of Virginia, and other agricultural products in the hand of a producer.

(16) Farm machinery and farm implements, which shall include equipment and machinery used by farm wineries, as defined in section 4-2(10a) of the Code of Virginia, in the production of wine.

(17) Equipment used by farmers or farm cooperatives qualifying under section 521 of the Internal Revenue Code to manufacture industrial ethanol, provided

that the materials from which the ethanol is derived consist primarily of farm products.

AND BE IT FURTHER ORDAINED that all other provisions and Sections of said Article, Chapter, and Code be, and the same are hereby, continued in full force and effect unless and until the same are hereafter amended or repealed; and

BE IT FINALLY ORDAINED that this Ordinance shall be and become effective on and as of January 1, 2025.

Approved:

Mayor

Attest:

Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney

**Council Letter
City of Danville, Virginia**



CL - 82

NEW BUSINESS O.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Consideration of a Transient Lodgers Occupancy Tax Increase

From: Henrietta Weaver, Budget Director

COUNCIL ACTION

1. Public Hearing
2. An Ordinance Amending and Reordaining Section 37-97 of the Danville City Code to Increase the Per Day Room Occupancy Tax from \$2.00 to \$3.00 Effective July 1, 2024.
First Reading

SUMMARY

The Fiscal Year 2025 City Council Introductory Budget includes an increase in the Transient Lodgers Occupancy Tax rate from \$2.00 per night to \$3.00 per night. This increase is estimated to provide an additional \$225,000 in Fiscal Year 2025.

RECOMMENDATION

It is recommended that City Council approve the attached ordinance amending the City Code for the Transient Lodgers Occupancy Tax rate.

Attachments

1. Ordinance
-

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2024____.

AN ORDINANCE AMENDING AND REORDAINING SECTION 37-97 OF THE DANVILLE CITY CODE TO INCREASE THE PER DAY ROOM OCCUPANCY TAX FROM \$2.00 (TWO) TO \$3.00 (THREE) EFFECTIVE JULY 1, 2024.

NOW THEREFORE BE IT ORDAINED, by the Council of the City of Danville, Virginia, that Section 37-97, entitled "Levy and rate", of the 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 the same is hereby, amended and reordained to read as follows:

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)~~ **three dollars (\$3.00)** per night of lodging.

AND BE IT FURTHER ORDAINED that all other provisions and Sections of said Article, Chapter, and Code be, and the same are hereby, continued in full force and effect unless and until the same are hereafter amended or repealed; and

BE IT FINALLY ORDAINED that this Ordinance shall be and become effective on and as of July 1, 2024.

Approved

Mayor

Attest:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney

Council Letter City of Danville, Virginia



CL - 1315

NEW BUSINESS P.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Amended Consortium Agreement - Workforce Investment Act

From: Susan DeMasi, City Clerk

COUNCIL ACTION

A Resolution Approving the West Piedmont Workforce Innovation and Opportunity Act Consortium Agreement Between the Jurisdictions in the West Piedmont Workforce Investment Area.

SUMMARY

The attached Agreement, the West Piedmont Workforce Innovation and Opportunity Consortium Agreement, falls under the Workforce Innovation and Opportunity Act for 2014 and provides federal funding to states for the delivery of workforce training and other services. Member jurisdictions may want to jointly perform the responsibilities prescribed under the Act, and the member jurisdictions of Pittsylvania, Patrick and Henry Counties, and the Cities of Danville and Martinsville do wish to form a joint entity to be designated as the West Piedmont Workforce Development Area Consortium, subject to the approval by the Governor of Virginia.

BACKGROUND

In May of 2000, the Counties of Pittsylvania, Patrick and Henry, and the Cities of Martinsville and Danville entered into the Chief Local Elected Office Consortium Agreement to implement the provisions of the Federal Workforce Investment Act (WIA); this agreement was revised in 2004 and amended in 2007 regarding the Local Elected Officials (LEO) and the Workforce Investment Board (WIB) Functions.

RECOMMENDATION

Staff recommends Council approve this agreement and appoint a Council member to serve as a Local Elected Official Member.

Attachments

1. Resolution
 2. West Piedmont Development Board Agreement
-

PRESENTED:_____

ADOPTED:_____

RESOLUTION NO. 2024-_____.

A RESOLUTION APPROVING THE WEST PIEDMONT WORKFORCE INNOVATION AND OPPORTUNITY ACT CONSORTIUM AGREEMENT BETWEEN THE JURISDICTIONS IN THE WEST PIEDMONT WORKFORCE INVESTMENT AREA.

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 (Public Law 113- 128), hereinafter the " Act"), provides federal funding to states for the delivery of workforce training and other services; and

WHEREAS, the Act requires the Governor of the Commonwealth of Virginia to designate local workforce development areas for the delivery of such services within the state; and

WHEREAS, the Act requires that the Governor approve a local workforce development area designation request from local areas that existed as such under the Workforce Investment Act of 1998 when the member jurisdictions have each made known their desire for such designation; and

WHEREAS, the Act requires that the Governor consider and approve requests for Workforce Innovation and Opportunity Act funds made by a combination of local government units; and

WHEREAS, the Member Jurisdictions wish to jointly perform the responsibilities prescribed under the Act; and

WHEREAS, Va. Code §15.2-1300 provides that local governments may enter into agreements for the joint or cooperative exercise of any power, privilege or authority which each is capable of exercising individually; and

WHEREAS, the Member Jurisdictions desire to form a joint entity under Va.

Code §15.2-1300 to be designated as the West Piedmont Workforce Development Area Consortium (the "Consortium") and to be recognized as Virginia's

Area XVII Local Workforce Development Area; and

WHEREAS, each Member Jurisdiction by ordinance approved the establishment of the Consortium as a joint entity empowered to exercise the responsibilities of the Chief Local Elected Officials as set forth in this Agreement; and

WHEREAS, creation of the Consortium will permit the delivery and oversight of workforce services in a manner that will ensure accountability to local elected officials of the Member Jurisdictions.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Danville, Virginia that the parties do mutually covenant and agree to all of the Articles of the Consortium Agreement attached hereto.

Approved:

Mayor

Attest:

City Clerk

Approved as to
Form and legal sufficiency:

City Attorney

WEST PIEDMONT WORKFORCE INNOVATION AND OPPORTUNITY ACT CONSORTIUM AGREEMENT

This agreement is executed by the duly authorized elected officials from the Cities of Danville and Martinsville and the Counties of Henry, Patrick, and Pittsylvania (the "Member Jurisdictions") and shall be effective on the latter of March 1, 2024, or on the day that the last Member Jurisdiction enters into this agreement.

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128), hereinafter the " Act"), provides federal funding to states for the delivery of workforce training and other services; and

WHEREAS, the Act requires the Governor of the Commonwealth of Virginia to designate local workforce development areas for the delivery of such services within the state; and

WHEREAS, the Act requires that the Governor approve a local workforce development area designation request from local areas that existed as such under the Workforce Investment Act of 1998 when the member jurisdictions have each made known their desire for such designation; and

WHEREAS, the Act requires that the Governor consider and approve requests for Workforce Innovation and Opportunity Act funds made by a combination of local government units; and

WHEREAS, the Member Jurisdictions wish to jointly perform the responsibilities prescribed under the Act; and

WHEREAS, Va. Code §15.2-1300 provides that local governments may enter into agreements for the joint or cooperative exercise of any power, privilege or authority which each is capable of exercising individually; and

WHEREAS, the Member Jurisdictions desire to form a joint entity under Va. Code §15.2-1300 to be designated as the West Piedmont Workforce Development Area Consortium (the "Consortium") and to be recognized as Virginia's Area XVII Local Workforce Development Area; and

WHEREAS, each Member Jurisdiction by ordinance approved the establishment of the Consortium as a joint entity empowered to exercise the responsibilities of the Chief Local Elected Officials as set forth in this Agreement; and

WHEREAS, creation of the Consortium will permit the delivery and oversight of workforce services in a manner that will ensure accountability to local elected officials of the Member Jurisdictions.

NOW, THEREFORE, the parties do mutually covenant and agree as follows:

Article I - Entity

Section 1. **Formation of Consortium.** The Member Jurisdictions acting pursuant to authority granted to them under Va. Code §15.2-1300 hereby create the West Piedmont Workforce Development Area Consortium as an entity to exercise the powers set forth in this Agreement.

Section 2. **Consortium Membership.** The Member Jurisdictions of the Consortium shall be the Cities of Danville and Martinsville and the Counties of Henry, Patrick, and Pittsylvania.

Section 3. **Consortium as Workforce Development Area.** Subject to the approval of the Governor of Virginia, the five Member Jurisdictions shall also comprise the boundaries of Virginia's Area XVII Local the Workforce Development Area (the "Area") required by the Act pursuant to 29 U.S.C. § 2831(a)(l).

Article II - Consortium Board Membership

Section 1. **Consortium Board Membership.** The Member Jurisdictions shall establish a Consortium Board comprised of one Representative from each Member Jurisdiction (the "Representative"). The Consortium Board shall have in addition to the powers set forth herein all the powers, duties, and responsibilities of the Chief Local Elected Official as set forth in the Act.

Section 2. **Representative of Member Jurisdictions and Term.** The Representative to the Consortium Board shall be a member of the governing body of the Member Jurisdiction. A Member Jurisdiction may appoint the chief administrative officer to serve as an Alternate for the member of the governing body. Such Alternate shall only serve when the member of the governing body cannot attend a meeting. When the Alternate so serves, the Alternate shall have the same powers and responsibilities as those possessed by the member of the governing body including the right to vote on all matters and shall be counted when determining a quorum. No person shall serve as a Representative if such person is no longer a member of the governing body or its chief administrative officer. Each Member Jurisdiction shall determine the length of term for its Representative and be responsible for filling the vacancy of its Representative who is no longer qualified to serve.

Section 3. **Policy Making Authority.** Every Consortium Board Member shall have the authority to speak affirmatively for the Member Jurisdiction and, in conformity with this Agreement, to commit the Consortium to a course of action.

Section 4. **Removal of Representative.** Under the bylaws and governing rules of the Member Jurisdiction, the Member Jurisdiction may remove its Representative from office.

Article III - Consortium Powers (Chief Local Elected Official)

Section 1. **Powers under the Act.** The Consortium Board shall engage in all activities necessary and proper for the execution of its responsibilities that are assigned or reserved by law to the Chief Local Elected Official, including:

A. Collectively perform the functions of the chief local elected officials of the Member Jurisdictions as permitted in the Act.. For purposes of the Act, the Member Jurisdictions shall act through the Consortium Board.

B. Apply to the Governor of Virginia for Area designation.

C. Appoint the members of the Local Workforce Development Area Board as provided in Article VI of this Agreement.

D. Execute an agreement with the Local Workforce Development Area Board for the operation and functions of the Local Workforce Development Area Board set out in the Act. .

E. Continually establish the vision and priorities of the Consortium in conjunction with the Local Workforce Development Area Board.

F. Develop the region's strategic plan as the Local Plan under the Act in partnership with the Local Workforce Development Area Board. The plan shall be submitted to the Virginia Board of Workforce Development (hereinafter, the "Workforce Board") in the manner prescribed by the Workforce Board.

G. Provide input into and approve the budget of the Local Workforce Development Area Board and provide continuing fiscal oversight of all funds received and expended.

H. Work with the Local Workforce Development Area Board and Governor of Virginia to establish local performance measures.

I. Approve the Local Workforce Development Board's selection and designation of one-stop operator(s), its evaluation of the performance of one-stop operator(s), and its termination of their eligibility for cause as provided in the Act. .

J. From among the Member Jurisdictions, identify annually the local government to serve as Grant Recipient of all funds received under the Workforce Innovation and Opportunity Act.

Section 2. **General Powers.** The Consortium Board shall engage in all things necessary or convenient to carry out the business and affairs of the entity, including, without limitation, the authority to:

A. To sue, be sued, complain and defend in its name.

B. To adopt and amend bylaws, not inconsistent with their agreement or with the laws of the Commonwealth, for managing the business and regulating the affairs of the Consortium.

C. To purchase, receive, lease, or otherwise acquire, and own, hold, improve, use and otherwise deal with in its own name, real or personal property, or any legal or equitable interest in property, wherever located.

D. To sell, convey, mortgage, pledge, lease, exchange, and otherwise dispose of all or any part of its property.

E. To make contracts,, borrow, and secure any of its obligations by mortgage or pledge of any of its property, franchises, or income; provided that no such liability or obligation to be paid beyond the current fiscal year shall be binding on any Member Jurisdiction without the specific approval of such Member Jurisdiction's governing body, and any such contract, liability or obligation undertaken that contemplates payment from funds received from any Member Jurisdiction(s) shall contain language expressly making it subject to annual appropriation of the required amount by each affected governing body.

F. To elect officers and define their duties.

G. To hire, discharge, establish the terms and conditions of employment, and pay salaries and benefits to employees who provide staffing services to the Consortium Board, the Local Workforce Development Area Board, and Youth Committee. Such benefits may include retirement and deferred compensation plans, health and life insurance, and other leave and pay benefits as the Consortium Board determines are consistent with the practices within the Member Jurisdictions. The Executive Director shall report directly to the Consortium Board.

H. To pay compensation, or to pay additional compensation, to any or all employees on account of services previously rendered to the Consortium, whether or not an agreement to pay such compensation was made before such services were rendered.

I. To obtain indemnity insurance for the Consortium, its Board, the Local Workforce Development Area Board, and the Youth Committee and any of its officers or employees for any cause of action or claim asserted against them for acts engaged in their official capacity.

J. To employ legal counsel, accountants, and other advisors as the Consortium Board deems necessary as may be permitted under the Act.

K. To have and exercise all powers necessary or convenient to affect any or all of the purposes for which the corporation is organized.

Section 3. **Consortium Board's Oversight and Control.** The Consortium Board shall perform the following functions:

- A. Oversee the local workforce development services in the Consortium Area.
- B. Oversee the youth and other programs and fund sources which may from time to time fall under the purview of the Local Workforce Development Area Board.
- C. Consult on appointments to the Local Workforce Development Area Board's Youth Committee.
- D. Assist in the development of the Local Plan and Plan modification, review and approval for the Act's programs and other programs for which the Local Workforce Development Area Board is given responsibility.
- E. Adopt a budget for the Workforce Development Area including the operating budget developed by the Local Workforce Development Area Board.
- F. To the extent feasible, align all activities in workforce development in the Area under the policy umbrella of the Consortium Board.
- G. When applicable, ensure that the workforce development policies of the Local Workforce Development Area Board become integrated into county overall policies for economic development , education and workforce investment.
- H. Any and all powers necessary and proper to carry out the Consortium ' s oversight and financial control of the Act's funds and programs.

Article IV - Governance

Section 1. **Consortium Board Meetings and Officers.** The Consortium Board shall meet as determined by its members. The Consortium Board shall elect from its membership a chairperson. The Consortium Board shall fill any vacancies in officer positions by election for the remainder of the unexpired term. Election shall be by a majority of the members of the Consortium Board.

Section 2. **Consortium Board By-Laws.** The Consortium Board may adopt operational and procedural bylaws consistent with this Agreement, applicable federal and state laws, and rules and regulations pursuant thereto. Such bylaws shall be adopted or amended by a majority of the members of the Consortium Board.

Section 3. **Procedural Rules.** Roberts Rules of Order (revised) or other procedural rules shall govern the proceedings of the Consortium Board insofar as they do not conflict with applicable law or the bylaws duly adopted by the Consortium Board.

Section 4. **Quorum.** A simple majority of the Representatives of the Member Jurisdictions (three jurisdictions out of five) shall constitute a quorum.

Section 5. **Voting.** Except as provided below or required by state or federal law, all votes shall be approved by a simple majority vote. An affirmative vote of at least six (3) Representatives is required to approve the following actions:

A. Issuance of long-term debt obligations (i.e., obligations with maturities exceeding one (1) year, such as lease purchase and borrowings).

B. Sale, conveyance, mortgage, pledge, lease, exchanges and otherwise disposing of all or any part of its real property.

C. Grants or other contractual obligations which require local matching funding from the Member Jurisdictions subject to the appropriation of matching funds by each Member Jurisdiction.

D. Hiring and discharging the Executive Director.

E. Designation of a Fiscal Agent.

Section 6. **Minutes.** Written minutes shall be kept on all meetings. Such minutes shall state the substance of the matters considered and all votes taken.

Article V - Operational Provisions

Section 1. **Allocation of Funds.**

A. Funds allocated under the Act shall be expended for the mutual benefit of the residents of the Member Jurisdictions without regard to place of residence or as required by applicable law, regulation or in the approved Local Plan.

B. The chief administrative officers or their designees may execute an Operational Agreement to specify the use of general funds that each Member Jurisdiction may provide for services and administration under the Act.

Section 2. **Designation of Fiscal Agent.** The Consortium Board shall select a local government to be the fiscal agent for all funds awarded by the federal government, the Commonwealth of Virginia, the local jurisdictions, or other funding sources for workforce development activities, including Title I funds provided by the Act. The Grant Recipient and the Fiscal Agent can be the same member jurisdiction.

Section 3. **Responsibility for Funds.** The Member Jurisdictions collectively and individually shall be financially responsible for the expenditure of funds.

Section 4. **Allocation of Financial Responsibility.** Disallowed costs shall be allocated to the Member Jurisdiction(s) on a percentage of population share for the services provided in their jurisdiction(s) in the prior fiscal year under the program(s) for which such costs were disallowed.

Section 5. **Return of Local Funds.** If Member Jurisdictions contribute funds, assets or resources to the programs of the Consortium other than funds obtained under the Act, each shall be entitled to the return of the pro rata portion of any remaining funds, assets and resources under the control of the Consortium Board in the event of the termination or expiration of this Agreement.

Section 6. **Liability Insurance.**

A. The Consortium Board shall provide from eligible funds liability insurance policies for itself and its affiliate entities, the Local Workforce Development Area Board and the Youth Committee and their representatives and their officers, members, employees, volunteers, and Member Jurisdictions ("the covered persons") as it deems appropriate and shall provide legal defense of claims in accordance with the terms of the policies of insurance.

B. The liability insurance should be in such amounts as are sufficient to cover any and all claims resulting from the performance of the official duties and responsibilities of the covered person. The Consortium Board, or its authorized representatives, shall retain legal counsel to represent the covered persons to the extent deemed necessary to supplement legal counsel provided under said liability insurance policies.

C. Nothing contained in this Agreement shall be construed to abrogate or waive any defense of governmental or sovereign immunity on behalf of the Representatives, Alternates, covered persons, boards or entities.

Article VI - Local Workforce Development Area Board

Section 1. **Membership.**

A. The Consortium Board shall appoint the members of the Local Workforce Development Area Board in accordance with the criteria in the Act. . The Consortium Board shall make every effort to appoint creative and visionary individuals to the Local Workforce Development Area Board. Each Member Jurisdiction shall recommend to the Consortium Board nominees for the Local Workforce Development Area Board. The Consortium Board shall coordinate and consult with the Member Jurisdictions when necessary to ensure appropriate representation of the Member Jurisdictions, the regional labor market, the adult education providers, economic development leaders and the mandatory partner programs prescribed by the Act.

B. In making appointments, the Consortium Board shall ensure that resources and programs, although regional in nature, will address the critical workforce needs, present and future, of each Member Jurisdiction.

Section 2. **Membership Composition**

A. The membership of the Local Workforce Development Area Board shall be determined as follows :

1. There shall be two representatives from each Member Jurisdiction who are owners of a private business or chief executive officers of private businesses, or other business executives or employers with optimum policymaking or hiring authority; who represent businesses, including small businesses, or organizations representing businesses described here that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and employment in in-demand industry sectors or occupations in the local area; and who are appointed from among individuals nominated by local business organizations and business trade associations. Business representatives shall at all times comprise at least 51% of the Local Workforce Development Area Board's membership. The business representatives must represent a broad range of in-demand occupations available in the local labor market.

2. There shall be one representative from a local community college providing WIOA training services.

3. Not less than 20% of the members of the local Board must be made up of representatives of labor organizations. This includes representatives who have been nominated by local labor federations and representatives from apprenticeship programs. Community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including veterans, persons with disabilities , and "out of school" youth can be included in the 20% with a minimum of at least two labor organization representatives..

4. There shall be at least one representative from the Virginia Employment Commission who administers WIOA Title III activities for the local area.

5. There shall be at least one representative from a local economic and community development entity.

6. There shall be at least one representative of an eligible provider administering WIOA Title II Adult Education and Literacy activities locally.

7. There shall be at least one representative from a secondary public school's Career and Technical Education program.

8. There shall be at least one representative from the Department for Aging and Rehabilitative Services who administers WIOA Title IV activities for the local area.

9. There may be other individuals or representatives of entities as the Consortium Board may determine to be appropriate to develop a comprehensive workforce policy within the region.

B. The Chair of the Local Workforce Development Area Board shall be from among the representatives appointed under Subsection A(1) above.

C. The Executive Director shall notify the Consortium Board at the beginning of each fiscal year of the members serving on the Local Workforce Development Board.

Section 3. **Duties under the Act.** The Local Workforce Development Area Board shall do the following:

A. Enter into an agreement with the Consortium Board clearly detailing the partnership between the two entities for the governance and oversight of activities under the Act..

B. Establish the vision and priorities of the Local Workforce Development Area in conjunction with the Consortium Board.

C. Develop the Local Plan for the Local Workforce Development Area in partnership with the Consortium Board for submission to the Virginia Board of Workforce Development..

D. Develop a budget to meet its functions and responsibilities under the Act to present to the Consortium Board for its approval.

E. Work with the Consortium Board and Governor of Virginia to reach agreement on local performance measures.

F. Designate and certify one-stop operators as described in the Act with the agreement of the Consortium Board.

G. Evaluate and oversee the performance and operations of the one-stop operators, including termination of the eligibility of such operators for cause, with the agreement of the Consortium Board.

H. On the recommendations of the Local Youth Committee, competitively procure the services of youth service providers and recommend the awarding of contract(s) to the successful providers.

I. Direct the disbursement of funds for workforce development activities pursuant to the Act. .

J. As requested, assist the Governor of Virginia in developing a statewide employment statistics system.

K. Coordinate workforce activities authorized under the Act with local economic development strategies and develop employer linkages.

L. Promote participation of private sector employers in the statewide workforce system.

M. Conduct business in an open manner and make its activities and information known to the public on a regular and continuous basis.

Section 4. **Collaboration.** In partnership with the Consortium Board, the Local Workforce Development Area Board shall perform the following functions to fulfill the requirements of the Act:

- A. Develop a four (4) year strategic plan that connects all activities in workforce development.
- B. Conduct strategic oversight to the workforce delivery system.
- C. Oversee the One Stop Delivery System.
- D. Develop and enter into a Memorandum of Understanding (MOU) with workforce development system partners for the implementation and operation of the service delivery system in the local area.
- E. Certify one-stop operators and affiliate sites.
- F. Promote quality in customer services.
- G. Provide continuous accountability and evaluation through customer satisfaction surveys and other performance outcomes.
- H. "In partnership" is defined as keeping the Consortium Board informed of how these responsibilities are exercised.

Article VIII - Conflict of Interest

Section 1. **Certain Votes Prohibited.** No individual member of the Consortium Board, the Local Workforce Development Area Board or the Youth Committee may:

- A. Vote on a matter under consideration by the respective Board
 - 1. Regarding the provision of services by such member (or by an entity that such member represents); or
 - 2. That would provide direct financial benefit to such member or the immediate family of such member.
- B. Engage in any other activity determined by the Governor to constitute a conflict of interest as specified in the State plan.

Section 2. **Virginia Conflict of Interest Act.** The provisions of the Virginia Conflict of Interest Act, Virginia Code§ 2.2-3100 *et seq.* shall apply to the officers , members and employees of the Consortium, the Local Workforce Development Area Board and the Youth Committee.

Article IX - Withdrawal and Removal of Member Jurisdiction

Section 1. Without Long Term Indebtedness.

A. Subject to the limits in this Section 1 any Member Jurisdiction may withdraw from participation in this Agreement, provided that it has given notice of its intent to withdraw at least 120 days in advance of the effective withdrawal date. Notice of the intent to withdraw shall be given in writing and delivered to all Member Jurisdictions.

B. Once notice of the notice of withdrawal is received, each Member Jurisdiction shall provide the public with notice that the Joint Powers Agreement will be amended to reflect the removal of the Member Jurisdiction from the Joint Powers Agreement. The vote of each Member Jurisdiction may be done by resolution recorded in the Minutes of the governing body.

C. Prior to any vote on the withdrawal of a Member Jurisdiction, the Member Jurisdiction so withdrawing must provide by written agreement how its share of the financial obligations (including the annual appropriation of funds) of the Consortium for the current fiscal year will be met; such agreement shall be signed by the Chair of the Consortium and the County Administrator or Board Chair of the withdrawing jurisdiction.

D. An affirmative vote of the majority of the Member Jurisdictions is required.

Section 2. Long Term Indebtedness. If the Consortium has incurred any outstanding indebtedness that obligates the Member Jurisdictions to payments beyond the present fiscal year, in addition to the steps in Section 1 of this Article, the following steps must be taken before a Member Jurisdiction can withdraw:

A. A written agreement must be entered into to which each Member Jurisdiction is a party setting forth how the withdrawing Member Jurisdiction's share of all existing short and long term financial obligations will be met.

B. An affirmative vote of sixty percent (60%) of the Member Jurisdictions is required for the withdrawal of the Member Jurisdiction.

C. If there are any bonds that have been issued in the name of the Consortium, the consent of the bondholders shall be obtained.

Article X - Dissolution

Section 1. Dissolution of Consortium. This Agreement may be terminated and the Consortium dissolved upon the occurrence of any of the following events:

A. The Governor's re-designation of the Area that excludes any of the Member Jurisdictions, or includes any localities that are not Member Jurisdictions.

B. The cessation of funding under the Act and approval by ordinance of each Member Jurisdiction for the dissolution of the Consortium.

C. Approval by ordinance of each Member Jurisdiction of a Consortium Agreement which supersedes or rescinds this Agreement. If the new agreement alters the boundaries of the Area, it shall not become effective prior to approval by the Governor of Virginia.

Article XI - Miscellaneous

Section 1. **Effective Date of Agreement.** This agreement shall be effective upon approval by ordinance by the governing bodies of all of the Member Jurisdictions and execution by the chief elected officials thereof.

Section 2. **Amendments.** The Member Jurisdictions may amend this Agreement by ordinance upon approval of a written amendment by the governing body of each Member Jurisdiction and execution by the chief elected officials thereof.

Section 3. **Repeal of Prior Agreements.** This agreement shall repeal and supersede any and all prior written or oral agreements including, but not limited to, the Charter Chief Local Elected Officials-Workforce Investment Board Agreement dated, and agreements under P.L. 102-367 (the Job Training Partnership Act) and P. L. 105-220 (the Workforce Investment Act). On the effective date of this Agreement, all the duties and responsibilities of any Board or Council operating under such prior agreements shall immediately and simultaneously cease operating and the responsibilities under the Act shall vest in the Consortium Board created in this Agreement.

Section 4. **Implementation of Agreement.** This Agreement shall be implemented to ensure that the Consortium Board, Local Workforce Development Area Board and Local Youth Committee are in place and the designation of one-stop operators is complete as soon as possible but no later than two months following the effective date.

Section 5. **Severability.** Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

Section 6. **Amendments by Operation of Law.** References to all federal and state statutes and/or regulations shall include amendments thereto.

Section 7. **Duplicate Originals.** This Agreement may be entered into by each Member Jurisdiction as an original document. The signature on each Agreement shall bind the Member Organization.

(THE REMAINDER OF THIS PAGE IS BLANK)

IN WITNESS WHEREOF, the Chief Elected Officials of the Member Jurisdictions execute this Agreement pursuant to an ordinance enacted by each of the Member Jurisdictions.

CITY OF DANVILLE_____
Mayor, City Council

Printed Name: _Alonzo Jones

Date: _____**CITY OF MARTINSVILLE**_____
Mayor, City Council

Printed Name: LC Jones_____

Date: _____**HENRY COUNTY**_____
Chair, Board of Supervisors

Printed Name: _Jim L. Adams_____

Date: _____**PATRICK COUNTY**_____
Chair, Board of Supervisors

Printed Name: _Brandon Simmons_____

Date: _____**PITTSYLVANIA COUNTY**_____
Chair, Board of Supervisors

Printed Name: _Darrell Dalton_____

Date: _____

Council Letter City of Danville, Virginia



CL - 1259

NEW BUSINESS Q.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Declaring Certain City-Owned Property to be Surplus to the Needs of the City.

From: Christopher (Ryan) Dodson, Assistant City Attorney

COUNCIL ACTION

A Resolution Declaring Certain City-Owned Property to be Surplus to the Needs of the City and Authorizing the City Manager to Convey Such Property to the United States Department of Veterans Affairs.

SUMMARY

City Staff is seeking approval to transfer ownership of two surplus vacant lots along Lee Street to the United States Department of Veterans Affairs to assist in the development of off-street parking to accommodate visitors to the Veterans' Cemetery.

BACKGROUND

The City owns two vacant lots along Lee Street directly across the street from the U.S. Veterans' Cemetery identified as Parcel #s 24581 and 24583. These lots were obtained in 2022 and 2018, respectively, from tax foreclosure lawsuits originally stemming from the demolition of unsafe and blighted houses formerly located on the lots. There are not currently any special limitations on the disposition or use of the lots. City Staff has determined that the City has no current or future intended use for the lots, and they appear to be surplus to the needs of the City. The City is currently paying to have the grass on the properties regularly mowed, which is an ongoing expense.

The United States Department of Veterans Affairs has been in discussion with City staff for some time about a partnership opportunity involving the surplus lots. The Department of Veterans Affairs is planning capital improvements for the Veterans' Cemetery and would like to obtain these lots to construct off-street parking to accommodate visitors to the cemetery. There is currently no off-street parking for the cemetery and when ceremonies are conducted there on holidays, such as Memorial Day, both sides of Lee Street frequently fill up with parked cars which can be somewhat disruptive to the residential character of the neighborhood. Providing off-street parking would greatly reduce the impact to the neighborhood of this periodic traffic and allow visitors easier and safer access to the cemetery. If owned by the Department of Veterans Affairs, the U.S. government would assume and be responsible for all future maintenance costs and make valuable improvements to the vacant lots.

City Staff recommends donating the surplus lots to the Department of Veterans Affairs to assist it in its planned development and improvement plan for the Veterans' Cemetery.

RECOMMENDATION

City staff recommends approving the donation of Parcel #s 24581 and 24583 on Lee Street to the United States Department of Veterans' Affairs to help facilitate its planned improvements.

Attachments

1. Resolution

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2024-____.____

A RESOLUTION DECLARING CERTAIN CITY-OWNED PROPERTY TO BE SURPLUS TO THE NEEDS OF THE CITY AND AUTHORIZING THE CITY MANAGER TO CONVEY SUCH PROPERTY TO THE UNITED STATES DEPARTMENT OF VETERANS' AFFAIRS.

WHEREAS, the City owns two (2) vacant lots located on Lee Street, more particularly identified as Parcels #24581 and #24583 (the "Properties"), which have no current or planned use by the City; and

WHEREAS, the City's continued ownership of the Properties requires the on-going expenditure of public funds to care for and maintain the Properties, despite their lack of public benefit; and

WHEREAS, the United States Department of Veterans' Affairs desires to partner with the City, and obtain ownership of the Properties as part of a plan to construct off-street parking to accommodate visitors to the Veterans' Cemetery immediately across the street from the Properties; and

WHEREAS, the City has an interest in eliminating future maintenance costs, addressing property blight, encouraging neighborhood revitalization, and reducing overflow traffic that frequently builds up on Lee Street during Memorial Day and Veterans' Day ceremonies at the Veterans' Cemetery.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Danville, Virginia, that the Properties are surplus to the City's needs, and that the City's interests are better served by the conveyance of the Properties to the United States Department of Veterans' Affairs; and

BE IT FURTHER RESOLVED, 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 Manager, Kenneth F. Larking, be, and he is hereby, authorized

and directed to convey ownership of the Properties to the United States Department of Veterans' Affairs; and

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

Approved:

Mayor

Attest:

City Clerk

Approved as to
Form and legal sufficiency:

Assistant City Attorney

Council Letter City of Danville, Virginia



CL - 1255

NEW BUSINESS R.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Release of Liens and Taxes Against Parcel 22973 Lee Street.

From: Christopher (Ryan) Dodson, Assistant City Attorney

COUNCIL ACTION

A Resolution Approving and Authorizing the Release of City-Held Liens Against Real Property Identified as Parcel #22973 Lee Street, to Facilitate its Donation to the Department of Veterans Affairs.

SUMMARY

The City currently holds approximately \$23,000 in nuisance abatement liens and associated collection costs and interest against a Parcel on Lee Street, identified as Parcel #22973. The liens and costs greatly exceed the market value of the parcel, which is presently assessed at \$1,400.

BACKGROUND

The nuisance abatement liens relate to the demolition of an unsafe structure in 2016 and subsequent grass-cutting. The City is currently in court to obtain the property by foreclosure as the present owner of the Parcel has no other assets. The owner wishes to donate the land to avoid extensive legal costs and time delays, and to assist City staff in a planned partnership with the Department of Veteran's Affairs to provide off-street parking for the adjacent cemetery in exchange for the release of the delinquencies and liens. Partnering with the owner on this furthers the City's goals of blight eradication and new development, and saves the City any further legal costs and delays for what would otherwise be the same result. The donation is dependent upon the City releasing the recorded nuisance abatement liens and associated costs to allow clear title to transfer.

Under State law, City Council can release nuisance abatement liens to facilitate the transfer of an otherwise unmarketable lot. City Staff has determined that releasing the outstanding nuisance abatement liens to facilitate the property transfer would be of benefit to the City by eliminating likely future maintenance costs, increasing the taxable value and productive use of the parcel.

RECOMMENDATION

City staff recommends releasing existing liens and associated collection costs and interest affecting Parcel #22973, contingent upon the actual transfer of the Parcel for the stated purpose.

Attachments

1. Resolution
-

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2024-____.____

A RESOLUTION APPROVING AND AUTHORIZING THE RELEASE OF CITY-HELD LIENS AGAINST REAL PROPERTY IDENTIFIED AS PARCEL #22973 LEE STREET, TO FACILITATE ITS DONATION TO THE DEPARTMENT OF VETERANS' AFFAIRS.

WHEREAS, there exists three (3) City-held liens and approximately \$23,000.00 in delinquent taxes, associated collection costs, and interest against a certain real property in the City of Danville, identified as Tax Parcel #22973 (Lee Street) ("the Property"); and

WHEREAS, the delinquent taxes, liens, associated collection costs, and interest greatly exceed the tax assessed value of the Property, making the lot presently unmarketable; and

WHEREAS, the owner has no other assets and is presently in court related to such taxes; and

WHEREAS, the present owner of the Property desires to donate the Property to assist the City with an on-going project to help the Department of Veterans' Affairs and City Staff supports such donation; and

WHEREAS, under Va. Code § 15.2-906(4) a locality may release such lien against a particular property in order to facilitate its sale or transfer to an unrelated, bona fide purchaser.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Danville, Virginia that all delinquent taxes, abatement charges, City-held liens, associated collection costs, and interest of record against Tax Parcel #22973 be released to facilitate its donation in furtherance of the above-stated purpose, provided such donation actually occurs.

Approved:

Mayor

Attest:

City Clerk

Approved as to
Form and legal sufficiency:

Assistant City Attorney

Council Letter City of Danville, Virginia



CL - 1316

NEW BUSINESS S.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Approval of a First Amended and Restated Development Agreement.

From: Ken Larking, City Manager

COUNCIL ACTION

A Resolution of the City Council of the City of Danville Virginia Formally Approving an Amended and Restated Casino Resort Development Agreement By and Among the City of Danville, the Industrial Development Authority of Danville, Virginia, Caesars Virginia, LLC, and Caesars Entertainment, Inc.

SUMMARY

The proposed resolution authorizes the City Manager to sign the attached First Amended and Restated Development Agreement between the City of Danville and Caesars Virginia, LLC. The development agreement is a legally binding document that outlines what Caesars Virginia is promising to deliver to the City of Danville.

BACKGROUND

In December 2018, the City Council adopted a Resolution of Support requesting that the citizens of Danville have an opportunity to vote in a referendum on whether to allow casino gaming in our community. In 2020, the General Assembly adopted, and then Governor Northam signed, legislation granting the voters of Danville this opportunity. On June 2, 2020, the City Council formally named Caesars Virginia, LLC to be its Preferred Casino Gaming Operator (PCGO). The citizens of Danville voted in favor of allowing casino gaming at 1100 West Main Street on November 3rd, 2020.

On September 3, 2020, the City, the Danville Industrial Development Authority, and Caesars Entertainment signed a development agreement naming Caesars the preferred casino operator for the City and outlining certain development, operational, payment, and other requirements of each party.

For the past several months, City staff and Caesars Virginia have negotiated a number of amendments to the current agreement. Many of the amendments are minor. The following are the more substantial changes:

1. Increases the capital investment from \$400 million to \$750 million.
2. Clarifies that the entertainment venue and conference center can occupy the same space, if the venue is constructed to "First Class Casino Standards."
3. Revises the employment requirement to be a range between 900-1,300. It also adds clarity to what counts toward that employment requirement.
4. Includes additional language related to the minimum wage.
5. Includes additional language related to local and minority hiring practices.
6. Establishes a new Final Completion Date of December 31, 2024.
7. Provides a list of projects and estimated costs for transportation infrastructure projects to be paid by Caesars.

8. Provides an estimated cost for the rehabilitation of the Smokestacks. The original contract called for Caesars paying up to \$600,000 and the City paying for anything above that amount. The current estimated total cost is \$2.1 million.
9. Enables the City to purchase what is identified as future open space and the former water filtration plant on Caesars' property at an independently appraised value, minus any value attributed to the building.
10. Caesars will donate property currently known as Wood Avenue on the eastern edge of the property to the City for use as a public street.
11. Includes the option for the City to lease 100 square feet of space near the entrance of the casino for local tourism promotion efforts.

RECOMMENDATION

Staff recommends approving a Resolution authorizing the City Manager to sign the attached first amended and restated development agreement with Caesars Virginia LLC.

Attachments

1. Resolution
 2. 2024.04.20 - Development Agreement - Revisions Against Executed Original
 3. First Amended and Restated Development Agreement
-

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2024 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DANVILLE VIRGINIA FORMALLY APPROVING AN AMENDED AND RESTATED CASINO RESORT DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF DANVILLE, THE INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, CAESARS VIRGINIA, LLC, AND CAESARS ENTERTAINMENT, INC.

WHEREAS, the Virginia General Assembly has approved the authorization to operate a casino in the City of Danville; and

WHEREAS, after the City Council reviewed a number of excellent proposals; and

WHEREAS, the proposal put forward by Caesars Virginia, LLC and Caesars Entertainment, Inc. (hereinafter "Caesars") was judged to be in the best interests of the City of Danville and its Citizens; and

WHEREAS, the City of Danville chose Caesars to be its preferred casino licensee and resort operator; and

WHEREAS, the City of Danville submitted Caesars as its preferred Casino Gaming Operator to the Virginia Lottery Department; and

WHEREAS, the Virginia Lottery Department issued to the City a Certification of Approval for the City of Danville to Proceed to a Casino Gaming Referendum; and

WHEREAS, the City of Danville and Caesars have negotiated a definitive Casino Resort Development Agreement, substantially the form attached hereto.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Danville, Virginia, that the City does hereby approve and authorize the First Amended and Restated Casino Resort Development Agreement by and among the City of Danville, the Industrial Development Authority of Danville, Virginia, Caesars Virginia, LLC, and Caesars Entertainment, Inc.; and

BE IT FURTHER RESOLVED by the Council of the City of Danville, Virginia, that the City Manager, Kenneth F. Larking, or his designee, is hereby authorized to sign the Casino Resort Development Agreement as well as complete any acts, sign any other required documents, and perform any other actions, necessary to close the above- mentioned transaction.

Approved:

Mayor

Attest:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney

**FIRST AMENDED AND RESTATED
CASINO RESORT DEVELOPMENT AGREEMENT**

This First Amended and Restated Casino Resort Development Agreement (the “Agreement”) is dated as of the ____ day of September, 20____, 2024, among Caesars Virginia, LLC, a Delaware limited liability company authorized to do business in the Commonwealth of Virginia (“Caesars Virginia”), which is a subsidiary of CVA Holdco, LLC, a Delaware limited liability company, which is owned in part and managed by Caesars Resort Collection, LLC, a Delaware limited liability company, which is a subsidiary of Caesars Growth Partners, LLC, itself a Delaware limited liability company, which is a subsidiary of Caesars Holdings, Inc., a Delaware corporation, which is a subsidiary of Caesars Entertainment, Inc., a Delaware corporation (“CEC” and, together with the other Caesars entities collectively, “Caesars”); the City of Danville, a municipal corporation of the Commonwealth of Virginia (the “City”); and the Industrial Development Authority of Danville, Virginia, a political subdivision of the Commonwealth of Virginia (the “IDA”) (together with CEC, Caesars Virginia and the City, the “Parties” or, individually, a “Party”).

PREAMBLE

WHEREAS, the Virginia General Assembly has authorized the operation of a casino in the City pursuant to the provisions of Title 58.1, Chapter 41 of the Code of Virginia (the “Act”); and

WHEREAS, the City solicited from qualified applicants expressions of interest in being designated as a “preferred casino gaming operator” for the purpose of developing and operating a proposed “casino gaming establishment,” all as contemplated by the Act; and

WHEREAS, in response to such solicitation, the City Council reviewed a number of excellent proposals and considered such proposals pursuant to the requirements of the Act; and

WHEREAS, after giving substantial weight to the standards and criteria set forth in the Act, the proposal put forward by CEC was judged by the City Council to be in the best interests of the City and its citizens; and

WHEREAS, CEC has formed an indirect ~~wholly~~-partially owned subsidiary, Caesars Virginia, to be the entity through which CEC will apply for a casino operator’s license and proposes to develop and operate a casino gaming establishment in the City (the “Project” as further described herein); and

WHEREAS, at its regularly scheduled meeting on June 2, 2020, the City Council unanimously adopted a resolution formally selecting Caesars Virginia as the City’s preferred casino gaming operator; authorizing the City Manager to execute a non-binding letter of intent with CEC as the parent company of Caesars Virginia; and authorizing the City Manager to submit to the Virginia Lottery Board the City’s preferred casino gaming operator and related information; and

WHEREAS, Caesars Virginia intends to develop the Project on the 78.16-acre Schoolfield property owned by the IDA and further identified as Parcel Identification Number 51530 (located at

1100 West Main Street, Danville, Virginia 24541) (the “Schoolfield Property”), and the IDA has agreed to sell to Caesars Virginia the Schoolfield Property;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby enter into this agreement to effectuate the purposes set forth above and to be bound by the provisions set forth below:

1. **Conditions Precedent.**

a. Obligations under this Agreement. Caesars Virginia’s obligations under this Agreement, including but not limited to the obligation to purchase the Schoolfield Property and make any payments to the City, are conditioned upon a majority of those voting in the casino gaming referendum to be held pursuant to the Act on November 3, 2020, in the City (the “Referendum”) voting in the affirmative, with the only exception being the agreements and obligations contained in Section 14.o. to indemnify and reimburse the City for any costs and expenses, including legal fees, but solely with respect to any claim, action, or proceeding arising out of this Agreement (the “Surviving Obligations”).

b. Agreement Becomes Void. With the exception of the Surviving Obligations, this Agreement shall be void and of no force and effect if a majority of those voting do not approve the Referendum.

2. **Term.** The term of this Agreement (the “Term”) ~~shall commence upon its execution by the Parties~~ commenced on September 3rd, 2020 and shall continue until terminated as provided herein.

3. **Project Details; Commitments.**

a. Project Branding. CEC shall use the “Caesars” brand with respect to the Project but shall retain control over the precise name (inclusive of the “Caesars” brand) that will be used for the Project.

b. Casino Project. Caesars Virginia shall construct the Project (which will include the elements described in this Section 3) either as new construction or as a combination of new construction and existing structures or new construction and modifying existing structures consistent with First Class Casino Standards, the Act and all other Governmental Requirements and in compliance with this Agreement, after receiving and considering public comment and comment from the City regarding proposed design plans for the Project. Caesars Virginia will make an initial capital investment, inclusive of all costs associated with the planning, design, and construction of the Project, of at least ~~fourseven~~ fifty hundred million dollars (\$~~400~~750,000,000.00) to develop the Project on the Schoolfield Property with an emphasis on a total destination resort with many facets and amenities, and Caesars Virginia agrees to make additional capital expenditures each year to maintain the Project at First Class Casino Standards.

-As part of the Project, Caesars Virginia will include a casino with a mixture of gaming devices, table games, poker tables, and a sportsbook (the “Casino”). The Project shall also include multiple restaurant options available to guests of the Project, including restaurant options that feature a national and combination of regional and/or local culinary experts, one of which shall be a fine dining restaurant. As an experienced casino operator, CEC shall maintain all operational control of the Casino, including authority to make decisions regarding its gaming amenities, in an effort to maximize revenue.

c. Hotel. As part of the Project, Caesars Virginia will include a hotel with a minimum of three hundred (300) rooms, a pool, a fitness center, and a spa (the “Hotel”). It is anticipated that the Hotel will either exceed the expected number of rooms after the initial development of the Project or during an expansion of the development.

d. Conference Center. As part of the Project, Caesars Virginia will include a conference center with ~~thirty five~~ no less than forty thousand (3540,000) square feet of flexible meeting and conference space (the “Conference Center”). ~~It is anticipated that the Conference Center will either exceed the square footage after the initial development of the Project or during an expansion of the development.~~

e. Entertainment Venue. As part of the Project, Caesars Virginia will include sufficient space within the Conference Center for an entertainment venue with seating for two thousand five hundred (2,500) seats persons (the “Venue”). The Venue will be used is not required to be a dedicated, stand-alone space for entertainment only but instead shall be included within the Conference Center, provided that the space for the Venue shall be suitably constructed and equipped with permanent components, including a stage area, lighting and sound system and the space shall meet or exceed First Class Casino Standards. Caesars Virginia shall use the Venue to showcase live entertainment, including musical acts, comedy shows, and performance art, as well as host local events for the community. All such, and the inclusion of the Venue within the Conference Center shall not reduce or otherwise diminish Caesars Virginia’s obligation to provide and promote live entertainment as a material component of the Project. All tickets to attend events at the Venue shall be available through Caesars Virginia’s ordinary and customary means of ticket sales. ~~It is anticipated that the Venue will either exceed the expected number of seats after the initial development of the Project or during an expansion of the development.~~

f. Parking. Caesars Virginia will maintain adequate parking in accordance with applicable Governmental Requirements.

g. Minimum Number of Employees. Caesars Virginia agrees to employ a minimum number of employees, based on current labor models, either as employees or as independent contractors, during the development stage of the Project and upon Final Completion of the Project. During the development stage (based on a two-year development period), it is expected that a minimum of 900 individuals on an annualized basis will perform work related to the development of the Schoolfield Property and construction of the Project. Upon Final Completion, Caesars Virginia agrees aims to employ a minimum of one thousand three hundred (1,300) (but not less than nine hundred (900)) full-time equivalent (FTE) employees on an annualized basis. toward

which figure shall be counted any individuals employed in conjunction with the Project by the regional and/or local culinary expert (as described in Section 3(b) above) provided that the wage floor and benefits requirements (set forth in Section 3(h) below) are satisfied with respect to such employees. In the event of a ~~partial~~ or total shutdown of the Project as a result of a natural disaster, pandemic, endemic, or other emergency situation, Caesars Virginia shall not be required to meet the commitments contained in this subsection for any such year in which a partial or total shutdown of the Project occurs. ~~It is anticipated that~~ Caesars Virginia will ~~exceed the minimum requirements of employment on an annual basis. Caesars Virginia will also~~ use its ~~commercially reasonable efforts~~ Commercially Reasonable Efforts to ~~employ local residents of the City and surrounding localities~~ recruit such candidates for employment with a commitment to training, development and retention of same and to host multiple job fairs in the community.

h. Wage Floor and Benefits. Providing a living wage to its employees is an important aspect of CEC's philosophy and operations. ~~In addition to the provision of health insurance benefits, educational benefits, and savings benefits,~~ Caesars Virginia agrees to pay its employees a minimum wage of the greater of (i) thirty-one thousand two hundred dollars (\$31,200) per annum based on an employee working forty (40) hours per week for fifty-two (52) weeks per year, including paid time off and holidays; or (ii) a figure that equates to an hourly rate no less than one hundred twenty-five percent (125%) of the federal minimum wage as it exists from time to time. Such employees shall include salaried and hourly employees, and calculation of such minimum wage shall include tips received by employees. It is anticipated that Caesars Virginia will exceed the minimum requirements of compensation stated herein. ~~In the event of a partial or total shutdown of the Project as a result of a natural disaster, pandemic, endemic, or other emergency situation, Caesars Virginia shall not be required to meet the commitments contained in this subsection for any such year in which a partial or total shutdown of the Project occurs.~~ Caesars Virginia shall also make available health insurance and retirement savings benefit opportunities for all full-time employees performing work at the Project as required by State law. In addition, Caesars Virginia shall also provide educational benefits to qualifying employees. Furthermore, Caesars Virginia shall require that any contract for services performed at the Project, other than construction, with projected annual services fees exceeding five hundred thousand dollars (\$500,000.00) shall require that such contractor pay any of its full-time employees performing work on the site an hourly wage or a salary, including tips, that equates to an hourly rate no less than one hundred twenty-five percent (125%) of the federal minimum wage as it exists from time to time; establish preferences for hiring residents of the City and adjacent localities, veterans, women, and minorities for work performed on the site in compliance with any applicable federal and State laws; and provide access to health insurance and retirement savings benefit opportunities for all full-time employees of the contractor performing work at the Project.

i. Quality of Work. All Work shall be performed in a good and workmanlike manner and in accordance with good construction and standard industry practices. All materials used in the construction of the Project shall meet or exceed industry standards and Governmental Requirements. The quality of the Finish Work shall meet or exceed First Class Casino Standards.

j. **Construction and Scheduling.** Caesars Virginia will comply with all applicable Governmental Requirements in the development, construction and ~~financing of the Project and will achieve Final Completion on or before the Final Completion Date.~~ Financing of the Project and will achieve Final Completion on or before the Final Completion Date. Specifically, Caesars Virginia agrees that any contractor hired for construction of the Project shall be required to (i) pay the local prevailing wage rate as determined by the U.S. Secretary of Labor under the provisions of the Davis-Bacon Act, 40 U.S.C. § 276 et seq., as amended, to each laborer, workman, and mechanic the contractor employs on the site; (ii) participate in apprenticeship programs that have been certified by the Virginia Department of Labor and Industry or the U.S. Department of Labor; (iii) establish preferences for hiring residents of the City and adjacent localities, veterans, women, and minorities for work performed on the site; (iv) provide health insurance and retirement benefits for all full-time employees performing work at the Project; and (v) require that the provisions of clauses (i) through (iv) herein be included in every subcontract so that the provisions will be binding upon each subcontractor. Upon Final Completion, the Project will conform to First Class Casino Standards and to all applicable Governmental Requirements. Notwithstanding the foregoing, Caesars Virginia's obligation to achieve Final Completion by the Final Completion Date is subject to Force Majeure.

k. **Local and Minority Contractors.** Consistent with its obligations set forth in Section 3.j., Caesars Virginia will use its ~~commercially reasonable efforts~~ Commercially Reasonable Efforts to engage qualified City and other local businesses and minority-owned businesses for contracting, subcontracting, and servicing opportunities related to the development and construction phase of the Project.

l. **Operations.** Caesars Virginia agrees to diligently operate and maintain the Project and all other support facilities directly in a manner consistent with First Class Casino Standards and in compliance with this Agreement, the Act and all other Governmental Requirements. Caesars Virginia covenants that, at all times, it will operate the Casino in a manner that maximizes revenue generation and meets its organizational requirements and objectives, while also abiding by Governmental Requirements and in accordance with commercially reasonable hours of operation. So long as casino gaming activities would be permitted by law to operate at the Project (assuming the existence of a valid Casino License), the primary business to be operated at the Project shall be casino gaming activities.

4. **Schedule; Timing.** Caesars Virginia shall use its ~~commercially reasonable efforts~~ Commercially Reasonable Efforts to do the following:

a. Between the date of this Agreement and the Referendum, Caesars Virginia will financially support the passage of the Referendum through a local committee focused on advertising and promoting the passage of the Referendum.

b. On or before December 31, 2020, purchase the Schoolfield Property from the IDA.

c. On or before November 15, 2021, complete and submit all applications necessary to obtain all Permits necessary to commence construction of the Project.

d. On or before December 1, 2021, commence construction of the Project, subject to issuance and receipt of all applicable Permits.

e. At the earliest possible reasonable date, file with the Board and any other applicable Governmental Authorities all applications necessary to obtain a Casino License and provide to the City satisfactory evidence thereof and obtain all necessary Casino Licenses from the Board in sufficient time to be fully operational by the Final Completion Date.

f. On or before the Final Completion Date achieve Final Completion of the Project. In the event Caesars Virginia believes that the Anticipated Opening Date will be after the Final Completion Date, it shall provide advance written notice of at least six (6) months to the City (or other such reasonable notice practical in the circumstances).

g. On or before the Anticipated Opening Date Caesars Virginia shall open the Project for business to the public and commence operations.

5. **Payments by Caesars Virginia.** Caesars Virginia shall ~~use its commercially reasonable efforts to make~~ the following payments:

a. Payment Following Successful Passage of Referendum. Not later than thirty (30) calendar days following approval of the Referendum, Caesars Virginia shall pay to the City the lump sum of fifteen million and 00/100 dollars (\$15,000,000.00) (the “Upfront Payment”).

b. Ongoing Minimum Gaming Fee Payment to City. In addition to the Upfront Payment, Caesars Virginia shall pay to the City for each Full Fiscal Year following the earlier to occur of (i) the opening of the Casino, including any temporary casino facility, to the public and (ii) September 1, 2023 an additional subsidy equal to the greater of (i) five million dollars (\$5,000,000.00) (the “Minimum Gaming Fee Payment”) or (ii) an amount the total of which is equal to the sum of two and one-half percent (2.5%) of Net Gaming Revenue Adjusted Gross Receipts of the Casino, up to \$two hundred million dollars (\$200,000,000.00), plus six percent (6%) of Net Gaming Revenue Adjusted Gross Receipts of the Casino between \$two hundred million dollars (\$200,000,000.00) and \$four hundred million dollars (\$400,000,000.00), plus ten percent (10%) of Net Gaming Revenue Adjusted Gross Receipts of the Casino above \$four hundred million dollars (\$400,000,000.00) during such Full Fiscal Year (the “Percentage Gaming Fee Payment”). The Percentage Gaming Fee Payment shall be paid to the City on the same schedule that Caesars Virginia makes payments to the State for taxes assessed on “adjusted gross receipts” as defined in the Act. If for a Full Fiscal Year the Minimum Gaming Fee Payment is more than the Percentage Gaming Fee Payment, then the difference shall be paid to the City on or before the fifteenth (15th) day following the end of the applicable Full Fiscal Year. Such Minimum Gaming Fee Payment obligation shall be prorated for any portion of a Fiscal Year that is not a Full Fiscal Year. For the avoidance of doubt and by way of example, if the Casino is initially opened to the public on a date which is three (3)

months prior to the end of the Fiscal Year, then the amount of the Minimum Gaming Fee Payment for that portion of the Fiscal Year to be paid to the City is one million two hundred fifty thousand dollars (\$1,250,000.00).

c. Cost of Master Plan. Upon request by the successful passage of the Referendum City, Caesars Virginia shall pay to the City the sum of three hundred sixty thousand dollars (\$360,000.00) for the cost of the Schoolfield master plan being developed by WRT, LLC (the “Schoolfield Master Plan”).

d. Payment of Other Applicable Taxes. Caesars Virginia will pay any and all applicable fees and taxes as they are assessed or due, including those imposed on revenue, property, usage, and/or operations, and further including the collection and payment of all applicable sales, use and occupancy taxes (except to the extent otherwise provided below) and any other taxes (or tax increases such as millage increases) of general applicability to the ownership or operation of businesses in the City. Unless specifically directed otherwise by applicable State Governmental Authorities, the Parties specifically agree that the City’s ordinances regarding transient occupancy and meals tax do not apply to rooms or meals that are provided free of charge to guests of the Project on a complimentary basis. Should the City enact new ordinances to apply taxes or fees to complimentary rooms and meals, then a corresponding setoff equal to the amount of such fees and taxes shall be applied to reduce the greater of the Minimum Gaming Fee Payment or the Percentage Gaming Fee Payment. In no event shall Caesars Virginia be entitled to a setoff or credit for business license fees and business personal property taxes payable to the City.

e. Community Development Contributions. Annually, Caesars Virginia will make financial contributions to community groups to be achieved through educational partnerships and other financial support for charitable causes and organizations.

f. Traffic Study. Caesars Virginia will defray reasonable costs of the City related to those infrastructure improvements related to the Project, including, but not limited, to, the commissioning of an appropriate traffic study by the City of the impacts of the Project at a time appropriate to the planning and development of the Project, as set forth on Exhibit “B” attached hereto and incorporated herein by reference. Caesars Virginia shall make any such payments within thirty (30) days of the latter of either (i) receipt of an appropriate invoice, or (ii) successful passage of the Referendum City no later than July 31, 2025 and may, if agreed upon by the City and Caesars Virginia, be credited against any payment owed to Caesars Virginia by the City pursuant to Section 6.b. below.

g. Support for First Responders. Caesars Virginia agrees to fund the purchase of one (1) fire engine and one (41) emergency medical services vehicle for the City.

g.

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6. **Reinvestment of Certain Proceeds by City.** The development of the corridor within the City between the North Carolina border located on the Highway 29-Business and the Schoolfield Property (the “Corridor”) is important to the Parties. Therefore, the Parties agree that 5% of all net

~~gaming fees~~ five percent (5%) of the Percentage Gaming Fee Payment paid to the City by Caesars Virginia in excess of the Minimum Gaming Fee Payment shall be placed in a fund to be used solely for infrastructure improvements and enhancements for economic and community development within the area of the Corridor (the “Corridor Fund”). After ten ~~(10)~~ years from the Final Completion Date, the Corridor Fund payment shall be reduced to three percent (3%) of all net gaming fees ~~the Percentage Gaming Fee Payment~~ paid to the City by Caesars Virginia in excess of the Minimum Gaming Fee Payment, and then, after fifteen (15) years, the Parties shall confer to determine whether to continue such payment or terminate such obligation. The Parties agree to work together to establish a mechanism or entity to identify Corridor infrastructure improvements and enhancements for economic and community development needs within the area of the Corridor and allocations from the Corridor Fund with participation and input of Caesars Virginia representatives, City representatives, and/or IDA representatives.

7. Real Estate.

a. Purchase. On or before December 31, 2020, the IDA shall sell to Caesars Virginia, and Caesars Virginia shall purchase, the entirety of the IDA’s interest in, and convey marketable title to, the Schoolfield Property for the sum of five million and 00/100 dollars (\$5,000,000.00). The terms of such sale shall be set forth in a separate agreement.

b. Structures on Schoolfield Property. The Parties acknowledge that several existing structures, including the structures referred to as the “Smokestacks” and the “Finishing Plant,” are situated on the Schoolfield Property. Caesars Virginia agrees to use its ~~commercially reasonable efforts~~ Commercially Reasonable Efforts to incorporate such structures into the Project through redevelopment and/or rehabilitation of the structures; however, the Parties agree that Caesars Virginia retains full and complete discretion for determining whether it is commercially feasible or practical to retain or to remove such structures, including the Smokestacks and Finishing Plant. In the event that Caesars Virginia determines that it is not commercially feasible or practical to retain the Smokestacks due to cost concerns that exceed ~~fifteen hundredths a total of one percent (.15%) of Caesars Virginia’s capital investment as set forth in Section 3.b. of this Agreement~~ six hundred thousand dollars (\$600,000.00) (the “Smokestacks Threshold”), then the City, upon thirty (30) days written notice from Caesars Virginia, shall have the right to pay for any costs in excess of the Smokestacks Threshold to preserve the Smokestacks at the Project. The Parties further acknowledge that Caesars has provided the notice required by the prior sentence and the City has agreed to pay for such excess costs, for which the current estimate is approximately \$1.5 million (for a total cost of \$2.1 million). Such payment shall be made by the City no later than July 31, 2025 and may, if agreed upon by the City and Caesars Virginia, be reduced by any payment(s) owed to the City by Caesars Virginia pursuant to Section 5.f. above.

c. Right of First Refusal. In addition to selling to Caesars Virginia the entirety of its interest in the Schoolfield Property, for a period ~~often of ten~~ (10) years following the Final Completion Date, the IDA agrees to provide to Caesars Virginia a right of first refusal with respect to two other properties, identified by Parcel Identification Numbers 51588 and 60539 (together, the “Additional Properties”), owned by the IDA.

- i. In the event that the IDA receives a bona fide offer from any third party Person for purchase of either the entirety of the Additional Properties or any portion of the Additional Properties that the IDA is prepared to accept (the “Offer”), then the IDA shall send to Caesars Virginia notice in writing of its desire or intention to sell either the entirety of the Additional Properties or any portion of the Additional Properties accompanied by a copy of the Offer, including a description of the proposed uses for the property and a proposed timeline for development.
- ii. Upon receipt of such notice, Caesars Virginia shall have (a) thirty (30) days from the date of receipt within which to give to the IDA notice that it desires and agrees to purchase either the entirety of the Additional Properties or any portion of the Additional Properties on the same terms and conditions as are contained in the Offer and (b) ~~thirty~~ thirty (30) days from the date of delivery of such notice to the IDA of the election to purchase to provide the IDA an additional notice of a proposed use for the property that is ~~complementary~~ complementary to the Project, revenue generating and beneficial to the City, and sets forth a reasonable timeline for the development.
- iii. In the event that Caesars Virginia elects not to purchase either the entirety of the Additional Properties or any portion of the Additional Properties as set forth in the Offer, then the IDA may accept the Offer and proceed to sell either the entirety of the Additional Properties or any portion of the Additional Properties that are the subject of the Offer at the price and on and in accordance with the terms and conditions contained in the Offer.
- iv. However, in the event that Caesars Virginia elects not to purchase either the entirety of the Additional Properties or any portion of the Additional Properties as set forth in the Offer, and the transaction contemplated by the Offer is not completed within a period of sixty (60) days after the expiration of the last day upon which Caesars Virginia may exercise its right to elect to purchase either the entirety of the Additional Properties or any portion of the Additional Properties as set forth in the Offer, then the IDA shall not thereafter sell either the entirety of the Additional Properties or any portion of the Additional Properties unless and until it again complies with the provisions of this subsection c.

8. Other Obligations of Caesars Virginia and/or the City.

- a. Sharing of Reports. To the extent it is required to file reports with the Board regarding the Project that are public record, Caesars Virginia shall supply the City with copies of all such reports within fourteen (14) days of filing. Caesars Virginia shall also provide to the City, no later than the fifth business day of each month, its estimated Adjusted Gross Receipts for the preceding month.

b. Workforce Development and Hiring: Vendor Preferences. Caesars Virginia will establish preferences for hiring residents of the City and adjacent localities, veterans, women, and minorities for work performed at the Project, all in compliance with applicable federal and State laws. Caesars Virginia will also use its commercially reasonable efforts Commercially Reasonable Efforts to identify, develop and utilize as non-construction suppliers and vendors to the Project (i) locally owned and/or operated businesses and (ii) women-owned and minority-owned businesses. In addition, Caesars Virginia has already shown a desire to partner with locally owned and/or operated businesses, educational institutions, and individuals in joint efforts to promote the prosperity of the entire community, including the development of its workforce. Caesars Virginia commits to continuing such efforts.

c. Legal Compliance. Caesars Virginia shall do or cause to be done all things necessary to apply for, obtain, preserve, renew and keep in full force and effect the rights, licenses, registrations, Permits, certifications, approvals, consents, franchises, patents, copyrights, trade secrets, trademarks and trade names that are used in the conduct of its business and other activities and comply with all Governmental Requirements applicable to the operation of its businesses and other activities, in all material respects, whether now in effect or hereafter enacted. Caesars Virginia and the City shall, and shall cause their Affiliates and Representatives to, use their respective best efforts to cooperate with the other Parties hereto to (i) as promptly as practicable, take, or cause to be taken, all appropriate action, and do, or cause to be done, all things reasonably necessary under applicable Governmental Requirements or otherwise to consummate and make effective the transactions contemplated by this Agreement, (ii) obtain from any Governmental Authorities or other third Parties any consents, licenses, findings of suitability, Permits, waivers, approvals, authorizations or orders required to be obtained by CEC, Caesars Virginia or any of their respective Affiliates or Representatives, as applicable, in the case of clauses (i) or (ii), in connection with the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, and (iii) make all necessary filings, as applicable, and thereafter make any other required submissions with respect to this Agreement, as required in order to obtain all approvals of Governmental Authorities required under (A) the Act, and (B) any other applicable Governmental Requirements, including any applicable liquor laws (collectively, the “Governmental Approvals”). The Parties hereto and their respective Representatives and Affiliates shall (x) file all required applications and documents in connection with obtaining the Governmental Approvals (including under the Act and other applicable Gaming Laws), (y) act diligently to pursue the Governmental Approvals and (z) cooperate with each other in connection with the making of all filings referenced in the preceding sentence. CEC and Caesars Virginia and any applicable Affiliate and Representatives shall use their best efforts to schedule and attend any hearings or meetings with Governmental Authorities to obtain the Governmental Approvals. The Parties will keep each other reasonably advised of the receipt of comments or requests from Governmental Authorities relating to any Governmental Approvals.

d. Oppose Adverse Litigation. CEC, Caesars Virginia and the City shall take, or cause to be taken, all actions reasonably necessary to (i) defend any lawsuits or other legal proceedings challenging this Agreement or the consummation of the transactions contemplated by this Agreement, (ii) prevent the entry by any Governmental Authority of any decree, injunction or

other order challenging this Agreement or the consummation of the transactions contemplated by this Agreement, (iii) appeal as promptly as practicable any such decree, injunction or other order and (iv) have any such decree, injunction or other order vacated or reversed.

e. Annual Reports. ~~On Subsequent to the Project being open to the public, on or before the fifteenth (15th) day following the end of~~ July 1 of each ~~fiscal year~~ Fiscal Year, Caesars Virginia will provide to the City ~~a written reports~~ report for the previous calendar year with respect to ~~information regarding efforts to utilize local and women-owned and minority-owned businesses for goods and services and information regarding hiring of local residents and compliance with FTE and salary undertaken to satisfy the commitments set forth in Sections 3.h., 3.j., 3.k., and 8.b. To the extent applicable, in such written report, Caesars Virginia shall also provide to the City its then-current assessment of the strategic viability of a potential addition to the Project of an outdoor entertainment venue.~~

f. Quarterly Reports. On or before the ~~fifth (5th)~~ thirtieth (30th) day following the end of each calendar quarter, Caesars Virginia will provide to the City reports for the previous quarter with respect to the following:

- i. A work-in-progress report on the construction of the Project, which report shall include a detailed narrative of the status of all work up to the date of the report, a progress payment report listing all payments made by or on behalf of Caesars Virginia and payment amounts made to date on the Project, to whom such payments were made and for what goods or services rendered.
- ii. Adjusted gross revenue tax returns to the State for the months within the previous quarter, with documentation of the amount of complimentary gaming for such periods. Such adjusted gross tax returns shall be furnished in writing.

g. Park Option. Caesars Virginia hereby grants to the City an exclusive and irrevocable option (the “Park Option”) to purchase any portion or all of the real property identified as “open space” on the Schoolfield Master Plan, including the abandoned water filtration plant (the “Park Property”). The term of the Option (the “Option Term”) shall be for a ten (10)-year period beginning on the date of this Agreement. The City may exercise the Park Option at any time during the Option Term by giving written notice to Caesars Virginia. Upon the timely and proper exercise of the Park Option, Caesars Virginia agrees to sell and convey, and the City (or an affiliate of the City in its place) agrees to purchase, the Park Property, in accordance with and subject to the terms and conditions of this Agreement and on other terms and conditions to which the parties shall agree that are not specified herein. The City or its designated agents may enter upon the Park Property upon reasonable prior notice to Caesars Virginia to conduct, at City’s sole cost and expense, any inspections, tests, surveys, engineering, environmental, and/or market and economic feasibility studies, and due diligence matters related thereto, concerning the Park Property. The purchase price for the Park Property shall be determined by an independent appraiser mutually acceptable to the City and Caesars Virginia, such purchase being based upon an appraisal conducted by the

independent appraiser within six (6) months prior to any purchase by the City. By agreement of the City and Caesars Virginia, the purchase price as determined by the appraiser shall exclude any value otherwise attributable to the aforementioned filtration plant.

h. Donation of Property for Street. Caesars Virginia agrees to donate to the City on or before August 31, 2024, certain property at Wood Avenue adjacent to the reservoir further described on Exhibit “C” attached hereto and incorporated herein by reference (the “Wood Avenue Property”) for use for the construction of a road that will meet Virginia Department of Transportation standards. The City or its designated agents may enter upon the Wood Avenue Property upon reasonable prior notice to Caesars Virginia to conduct, at City’s sole cost and expense, any inspections, tests, surveys, engineering, environmental, and/or market and economic feasibility studies, and due diligence matters related thereto, concerning the Wood Avenue Property.

i. City Space for the Promotion of Tourism. Caesars Virginia shall provide to the City at a mutually agreed commercially reasonable lease rate an area of approximately 100 square feet at a suitable location near the entrance to the Casino floor for the purpose of locating a desk, promotional kiosks and related facilities to be used to promote local tourism efforts.

9. Representations and Warranties of Parties.

a. By Caesars. CEC and Caesars Virginia represent and warrant to each other Party the following:

- i. CEC has disclosed to the City the right of first refusal held by the Eastern Band of Cherokee Indians to participate with Caesars as an investor in the Project (“Cherokee ROFR”), and, with such disclosure to the City, CEC has the full authority to enter into this Agreement.
- ii. Caesars Virginia is a limited liability company duly organized and validly existing under the laws of the State, and has all requisite power and authority to enter into and perform its obligations under this Agreement and all other agreements and undertakings to be entered into by Caesars Virginia in connection herewith.
- iii. CEC is a corporation duly incorporated and validly existing under the laws of the State of Delaware, and has all requisite power and authority to enter into and perform its obligations under this Agreement and all other agreements and undertakings to be entered into by CEC in connection herewith.
- iv. This Agreement has been duly authorized by all necessary action on the part of, and has been executed and delivered by, CEC and Caesars Virginia; is binding on CEC and Caesars Virginia; and is enforceable against CEC and Caesars Virginia in accordance with its terms, subject to applicable principles of equity and insolvency laws.

- v. Neither CEC nor Caesars Virginia is a party to any agreement, document or instrument that has a material adverse effect on the ability of CEC or Caesars Virginia to carry out their obligations under this Agreement.
- vi. Neither execution of this Agreement nor discharge by CEC or Caesars Virginia of any of its obligations hereunder shall cause CEC or Caesars Virginia to be in violation of any applicable law, or regulation, its charter or other organizational documents or any agreement to which it is a party.
- vii. CEC and Caesars Virginia and their Representatives and Affiliates are in good standing with the Gaming Authorities in each of the jurisdictions in which they or any of their respective Affiliates owns or operates gaming facilities.
- viii. There are no facts that, if known to the Board, would (i) be reasonably likely to result in the denial, restriction, limitation, termination, suspension or revocation of a gaming license, approval, consent or waiver, (ii) result in a negative outcome to any finding of suitability proceedings or other approval proceedings necessary for the transactions contemplated under this Agreement or (iii) be reasonably likely to negatively impact, or cause a delay under, any suitability or other approval proceeding required by the Board to consummate the transactions contemplated hereby.

b. By the City. The City represents and warrants to CEC and to Caesars Virginia as follows:

- i. That it will cooperate with CEC and Caesars Virginia during all phases of the development and operation of the Project, and will in good faith meet and confer with CEC and Caesars Virginia regarding any matters directly impacting the Project, including the Referendum, the licensing process by the Board, and the acquisition of other property related to the Project.
- ii. The City is a validly existing municipal corporation and has all requisite power and authority to enter into and perform its obligations under this Agreement, and all other agreements and undertakings to be entered into by the City in connection herewith.
- iii. This Agreement has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by the City; is binding on the City; and is enforceable against the City in accordance with its terms, subject to applicable principles of equity and insolvency laws.
- iv. Neither execution of this Agreement nor discharge by the City of any of its obligations hereunder shall cause the City to be in violation of any applicable law, or regulation, its charter or organizational documents or any agreement to which it is a party.

c. By the IDA. The IDA represents and warrants to CEC and Caesars Virginia as follows:

- i. That it will cooperate with CEC and Caesars Virginia during all phases of the development and operation of the Project, and will in good faith meet and confer with CEC and Caesars Virginia regarding any matters directly impacting the Project, including the acquisition of other ~~property~~ property related to the Project.
- ii. The IDA is a validly existing political subdivision and has all requisite power and authority to enter into and perform its obligations under this Agreement, and all other agreements and undertakings to be entered into by the IDA in connection herewith.
- iii. This Agreement has been duly authorized by all necessary action on the part of and has been duly executed and delivered by the IDA; is binding on the IDA; and is enforceable against the IDA in accordance with its terms, subject to applicable principles of equity and insolvency laws.
- iv. Neither execution of this Agreement nor discharge by the IDA of any of its obligations hereunder shall cause the IDA to be in violation of any applicable law, or regulation, its charter or organizational documents or any agreement to which it is a party.

10. **Affirmative Covenants of Caesars Virginia.**

a. Damage or Destruction. In the event of damage to or destruction of improvements at the Project or any part thereof by fire, casualty or otherwise, Caesars Virginia, at its sole expense and whether or not the insurance proceeds, if any, shall be sufficient therefor, (i) shall promptly repair, restore, replace and rebuild the improvements, as nearly as possible to the same condition that existed prior to such damage or destruction using materials of an equal or superior quality to those existing in the improvements prior to such casualty, or (ii) if such repair, restoration, replacement or rebuild under clause (i) would be commercially unreasonable or if in the reasonable commercial discretion of Caesars Virginia, an alternative purpose would be anticipated to create greater economic benefit to the Parties than the prior use of such improvements, Caesars Virginia shall promptly repair, restore, replace or rebuild in a manner to repurpose such damaged or destroyed improvements for such an alternative purpose which shall be explained to the City in writing. Caesars Virginia shall obtain a permanent certificate of occupancy as soon as practicable after the completion of any such restoration.

b. Condemnation. If a Major Condemnation occurs, this Agreement shall terminate, and no Party to this Agreement shall have any claims, rights, obligations, or liabilities towards any other ~~party~~ Party arising after termination, other than as provided for herein. If a Minor Condemnation occurs or the use or occupancy of the Project or any part thereof is temporarily requisitioned by a civil or military Governmental Authority, then (a) this Agreement shall continue in full force and effect; and (b) Caesars Virginia (i) shall promptly perform all restoration required in order to repair any physical damage to the Project caused by the Condemnation, and to restore the Project, to the extent reasonably practicable, to its condition immediately before the Condemnation, or (ii) if such repair under clause (i) would be commercially unreasonable or if, in the reasonable commercial discretion of Caesars Virginia, an alternative purpose would be anticipated to create

greater economic benefit to the Parties than the prior use of such condemned portion, Caesars Virginia shall promptly repair, restore, replace or rebuild the damage to the Project caused by the Condemnation in a manner to repurpose the affected areas of the Project for such an alternative purpose which shall be explained to the City in writing. Caesars Virginia shall obtain a permanent certificate of occupancy as soon as practicable after the completion of any such work.

11. Negative Covenants of Caesars Virginia.

a. Mortgage. Caesars Virginia agrees that it shall not enter into any Mortgage unless such Mortgage is with a Suitable Lender and shall provide that (i) the Mortgagee shall not transfer or assign its interest in any Mortgage without the City's prior written consent, except to a Suitable Lender; and (ii) if, as the result of a Loan Default, the Mortgagee forecloses upon or otherwise acquires all or part of Caesars Virginia's interest in the Project, the Mortgagee (or the Nominee of the Mortgagee) or transferee of the Mortgagee's interest in the Project shall expressly accept and agree to assume all of the terms, covenants and provisions of this Agreement contained to be observed and performed by Caesars Virginia and become bound to comply therewith. As used in this Agreement, the word "Nominee" shall mean a Person who is designated by Mortgagee to act in place of the Mortgagee solely for the purpose of holding title to the Project and performing the obligations of Caesars Virginia hereunder.

b. No Transfer of Development Agreement or Interest in Schoolfield Property.

- i. Except for the Cherokee ROFR, Caesars Virginia shall not, whether by operation of law or otherwise, Transfer this Agreement or the Schoolfield Property or any interest in either without the prior written consent of the City, which consent shall not be unreasonably withheld. This provision shall not be construed to prohibit the transfer of the Schoolfield Property to a real estate investment trust specializing in casino properties, so long as either CEC or Caesars Virginia is a lessee of the Schoolfield Property and CEC and Caesars Virginia remain liable under this Agreement.
- ii. Caesars Virginia shall not enter into any agreement for the management of the Project (other than with a Caesars entity) without the prior written consent of the City, which consent shall not be unreasonably withheld.

c. No Transfer of Ownership Interest. Except for the Cherokee ROFR:

- i. For purposes of this Section, "Restricted Owner" means (i) Caesars Virginia and (ii) any Person who directly or indirectly owns or holds any interest in Caesars Virginia other than any Person who would be a Restricted Owner due solely to that Person's ownership of (x) a ~~direct~~Direct or ~~indirect interest~~Indirect Interest in a publicly traded corporation or (y) a less than five percent (5%) ~~direct~~Direct or ~~indirect interest~~Indirect Interest in Caesars Virginia unless, in the case of clause (y), upon completion of any Transfer the transferee will in the aggregate

own or hold a five percent (5%) or more ~~direct~~Direct or ~~indirect ownership interest~~Indirect Interest in Caesars Virginia. The covenants that Caesars Virginia is to perform under this Agreement for the City's benefit are personal in nature. The City and IDA are relying upon Caesars Virginia in the exercise of its skill, judgment, reputation and discretion with respect to the Project. Any Transfer by a Restricted Owner of (x) any direct ownership interest in Caesars Virginia, whether held by virtue of partnership, limited liability company, corporation or other form of entity; or (y) any ownership interest in any Restricted Owner, whether held by virtue of ~~partnership~~partnership, limited liability company, corporation or through other form of entity shall require the prior written consent of the City, provided that with respect to a Transfer by any Restricted Owner other than a Transfer by Caesars Virginia, any Affiliate of Caesars Virginia, the City shall not unreasonably withhold its consent to any Transfer.

- ii. Nothing contained in this Section shall prevent a Transfer of (x) an ownership interest in a Restricted Owner by: (i) Parent Company or an Affiliate of Parent Company to an entity which has succeeded to all or a substantial portion of the assets of Parent Company or such Affiliate; or (ii) any Person (-1) to that Person's spouse, child or parent ("Family Members"); (2) to an entity whose beneficial owners consist solely of such transferor and/or the Family Members of the transferor; (3) to the beneficial owners of the transferor if the transferor is an entity; (4) to any Person who owns any ~~direct~~Direct or ~~indirect interest~~Indirect Interest in any Restricted Owner; (5) to any Person to whom the City previously has consented to a Transfer; (6) by operation of law; and (7) to an institutional lender on account of a pledge to such lender or (y) an ownership interest in Caesars Virginia or Restricted Owner or in any Affiliate of Caesars Virginia or Restricted Owner in connection with a registered public offering.
- iii. All transferees shall hold their interests subject to the restrictions of this Section.

12. **Notices to City.** As soon as practicable after obtaining knowledge or notice thereof, Caesars Virginia shall deliver to the City, together with copies of all relevant documentation with respect thereto:

- a. Receipt of written notice of any matured event of default under any Financing or Mortgage related to the Project.
- b. Receipt of notice of all summons, citations, directives, complaints, notices of violation or deficiency, and other communications from any Governmental Authority other than the City, asserting a violation of Governmental Requirements applicable to the Project.

c. Receipt of notice of any pending or, to the knowledge of any Party, as appropriate, threatened action, suit, arbitration or other proceeding or investigation by any Governmental Authority or any other Person (i) challenging or seeking damages in connection with the transactions contemplated by this Agreement or (ii) seeking to restrain or prohibit the consummation of any action under the Agreement.

d. Receipt of notice by Caesars Virginia from the Board which asserts a violation of the Act or other Gaming Laws.

e. Any damage or destruction to the Project which in the judgment of Caesars Virginia may require a closure or shutdown of Casino operations of more than three (3) days.

13. Defaults; Remedies.

a. Events of Default.

The occurrence of any of the following shall constitute an “Event of Default” under this Agreement:

- i. Subject to Force Majeure, if CEC or Caesars Virginia or the City fails to substantially perform or comply with any commitment, agreement, covenant, term or condition (other than those specifically described in any other subparagraph of this Section), and in such event if said defaulting Party shall fail to remedy any such default within ten (10) days after receipt of written notice of default with respect thereto (the “Cure Period”); provided, however, that if any such default is reasonably susceptible of being cured within sixty (60) days, but cannot with due diligence be cured by the defaulting Party within ten (10) days, and if the defaulting Party commences to cure the default within ten (~~10~~10) days and diligently prosecutes the cure to completion, then the defaulting Party shall not during such period of diligently curing be in default hereunder as long as such default is completely cured within sixty (60) days of the first notice of such default to said defaulting Party; provided, however, that if the cure can be accomplished by the payment of money, the failure to pay is not a diligent commencement of a cure;
- ii. If CEC or Caesars Virginia shall make a general assignment for the benefit of creditors or shall admit in writing its inability to pay its debts as they become due;
- iii. If CEC or Caesars Virginia shall file a voluntary petition under any title of the federal bankruptcy code, as amended from time to time, or if such petition is filed against CEC or Caesars Virginia and an order for relief is entered, or if CEC or Caesars Virginia shall file any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under

- any present or any future federal bankruptcy code or any other present or future applicable federal, state or similar statute or law, or shall seek or consent to or acquiesce to or suffer the appointment of any trustee, receiver, custodian, assignee, liquidator or similar official of CEC or Caesars Virginia, or of all or any substantial part of its properties or of the Project or any interest therein of Caesars Virginia;
- iv. If within ninety (90) days after the commencement of any proceeding against CEC or Caesars Virginia seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or similar statute or law, such proceeding shall not have been dismissed; or if within ninety (90) days after the appointment, without the consent or acquiescence of CEC or Caesars Virginia, of any trustee, receiver, custodian, assignee, liquidator or other similar official of CEC or Caesars Virginia or of all or any substantial part of its properties or of the Project or any interest therein of Caesars Virginia, such appointment shall have not been vacated or stayed on appeal or otherwise, or if within ninety (90) days after the expiration of any such stay, such appointment shall not have been vacated;
 - v. If any representation or warranty made by CEC or Caesars Virginia hereunder is intentionally false or in the opinion of the City misleading in any material respect when made and such false or misleading representation or warranty has a material adverse effect on the Project;
 - vi. If a default shall occur, which has not been cured within any applicable cure period, or if there is any attempted withdrawal, disaffirmance, cancellation, repudiation, disclaimer of liability or contest of obligations (other than a contest as to performance of such obligations) under any agreement which ~~guaranties~~guarantees the payment or performance of any of the obligations of CEC or Caesars Virginia to ~~the~~ City and/or IDA hereunder, other than as may be permitted in such agreement;
 - vii. If Caesars Virginia fails to maintain in full force and effect policies of insurance meeting the requirements hereunder and in such event Caesars Virginia fails to remedy such default within five (5) Business Days after Caesars Virginia's receipt of written notice of default with respect thereto from ~~the~~ City;
 - viii. If the construction of the Project at any time is discontinued or suspended for a period of twenty (20) consecutive calendar days, except if subject to a Force Majeure event and is not restarted prior to Caesars Virginia's receipt of written notice of default hereunder;
 - ix. If Final Completion does not occur by the Final Completion Date;
 - x. If Caesars Virginia fails to obtain its Casino License or the Casino License is revoked by a final, non-appealable order or Caesars Virginia fails to renew its Casino License or the Casino License is suspended for a

- period of five (5) days or longer or has received written notice of a violation of the conditions of the Casino License; or
- xi. If CEC or Caesars Virginia fails to make any of those payments described in this Agreement when required and fails to make such payment within five (5) days after the applicable due date.

b. Remedies

- i. Subject to the limitations set forth herein, the following remedies shall be available to Caesars Virginia in the case of an Event of Default by the City or IDA and to the City in the case of an Event of Default by Caesars Virginia: (i) to institute and prosecute proceedings to terminate this Agreement; (ii) to institute and prosecute proceedings to enforce in whole or in part the specific performance of this Agreement, and/or to enjoin or restrain the breaching Party from commencing or continuing said breach, and/or to cause the breaching Party by injunction to correct and cure said breach or threatened breach (a “Specific Performance Proceeding”); and (iii) to institute and prosecute proceedings for actual damages as a result of said breach (“Actual Damages”).
- ii. If the City or IDA fails to perform an act required under this Agreement within the time specified in this Agreement (or if no time is specified, within a reasonable time), Caesars Virginia shall have available all rights and remedies under applicable law, in equity, or under this Agreement, on a cumulative basis, and the exercise by Caesars Virginia of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach.
- iii. If Caesars Virginia fails to perform an act required under this Agreement within the time specified in this Agreement (or if no time is specified, within a reasonable time), the City or IDA shall have available all rights and remedies under applicable law, in equity, or under this Agreement, on a cumulative basis, and the exercise by the City or ~~IDA~~ of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach.

14. **Miscellaneous.**

a. Assignment. Except as specifically set forth herein, this Agreement may not be assigned, in whole or in part, by any Party without the prior written consent of all other Parties, and all of the terms, conditions and covenants shall be binding on any successor or assignee of such assigning Party. The City acknowledges and agrees that this Agreement (and all documents, agreements, understandings and arrangements relating to the transaction contemplated hereby) may be pledged or otherwise collaterally assigned by Caesars Virginia, its successors or assigns at any time and on one or more occasions in order to provide security to a lender, mezzanine lender, or equity holder in connection with a ~~financing~~Financing or equity contribution. Upon request of

Caesars Virginia, the City shall execute and deliver a commercially reasonable estoppel certificate concerning this Agreement for the benefit of the entity designated by Caesars Virginia.

b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of law principles.

c. Construction. This Agreement has been negotiated by the Parties hereto, including the exhibits attached hereto, shall not be deemed to have been negotiated and prepared by any Party solely, but by each of them.

d. Venue. Any dispute that may arise in connection with this Agreement shall be resolved by the Circuit Court for the City of Danville or the United States District Court for the Western District of Virginia, Danville Division, by virtue of their respective jurisdiction. The Parties hereto hereby irrevocably submit to, and give up any objection to, the exercise of jurisdiction by either of those courts. The Parties hereto will not seek dismissal of a proceeding or ask to move it to another court on the ground that resolution of the dispute in any of these courts is not convenient or in the interests of justice. The Parties shall not seek a jury trial in any action based upon or arising out of this Agreement. The Parties will not seek to consolidate any such action with any other action in which trial by jury has not been waived.

e. Default. If there is an Event of Default by any Party to this Agreement, the non-defaulting Party shall give written notice of any such Event of Default to the Party in default to the address listed in this Agreement. Such defaulting Party shall have the Cure Period, if any is specifically applicable, to cure any such default or to request a formal meeting to resolve any such Event of Default with the non-defaulting Party to be held during any applicable Cure Period (the “Formal Meeting”). If such default is not cured within any applicable Cure Period, or if a Formal Meeting does not occur within any applicable Cure Period, then either Party may demand a mediation between the Parties to resolve such default.

f. Mediation.

- i. Good faith mediation shall be a condition precedent to the filing of any litigation in law or equity by any Party against another Party relating to this Agreement. Before the remedies provided for in this Agreement may be exercised by any Party, such Party shall give written notice to the other Parties that such Party believes that an Event of Default or impasse under this Agreement may have occurred, specifying the circumstances constituting the Event of Default or impasse in sufficient detail that the other Party will be fully advised of the nature of the Event of Default or impasse. The responding Party shall prepare and serve a written response thereto within ten (10) business days of receipt of such notice. A meeting shall be held within ten (10) business days after the response between the Parties to attempt in good faith to negotiate a resolution of the dispute.

- ii. If the Parties are unable to resolve the dispute through the above process, the Parties shall attempt to resolve the controversy by engaging a single mediator, experienced in the subject matter, to mediate the dispute. The mediator shall be mutually selected by the Parties to the controversy and conduct mediation at a location to be agreed upon by the Parties or, absent agreement, by the mediator. Within five (5) Business Days of selection, the mediator shall be furnished copies of the notice, this Agreement, response and any other documents exchanged by the Parties. Should the Parties be unable to agree upon a single mediator within five (5) Business Days of the written response of the responding Party, the Parties jointly shall agree upon the selection of a neutral third party agreed upon by the Parties, to appoint a mediator, experienced and knowledgeable in the matters which are the subject of the dispute. The costs of the mediator and the mediation shall be shared equally by the Parties to the dispute.
- iii. If the Parties and the mediator are unable to settle the same within thirty (30) calendar days from selection, or such other time as the Parties agree, either Party, in its sole discretion, may pursue litigation in order to resolve the dispute.
- iv. The Parties' consent to selection of a mediator by any court shall not constitute consent to jurisdiction of such court or waiver of defenses as to venue or jurisdiction.
- v. Each Party agrees to be responsible for its own attorney's fees in the mediation.

g. Default Rate. All amounts owed by Caesars Virginia to the City and/or IDA pursuant to any provision of this Agreement shall bear interest at the Default Rate from the due date (but if no due date is specified, then fifteen (15) Business Days from demand for payment) until paid.

h. Entire Agreement. This Agreement, and all the documents and agreements described or referred to herein, including any exhibits attached hereto, constitute the full and complete agreement between the Parties with respect to the subject matter hereof, and supersedes and controls in its entirety any and all prior agreements, understandings, representations and statements whether written or oral by any of the Parties.

i. No Joint Venture. The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish, on the one hand, Caesars Virginia or any parent entity, and, on the other hand, the City and the IDA, as joint venturers or partners.

j. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

k. Captions. The captions of this Agreement are for convenience of reference only and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

l. Amendments.

- i. This Agreement may not be modified or amended except by a written instrument signed by all the Parties.
- ii. The Parties acknowledge that the Board may, subsequent to the date of this Agreement, promulgate regulations under or issue interpretations of or policies or evaluation criteria concerning the Act, which regulations, interpretations, policies or criteria may conflict with, or may not have been contemplated by, the express terms of this Agreement. In addition, the ~~Parties~~ Parties acknowledge that environmental permits and approvals may necessitate changes to this Agreement. In such event, the Parties agree to negotiate in good faith any amendment to this Agreement necessary to comply with the foregoing two sentences, whether such changes increase or decrease either of the Parties' respective rights or obligations hereunder.

m. Effect of Force Majeure. If the ability of CEC or Caesars Virginia, or its agents and contractors, to perform their obligations under this Agreement is affected by an event of Force Majeure, CEC or Caesars Virginia shall promptly (i) notify the City in writing of such event of Force Majeure, (ii) supply the City with available information about the event of Force Majeure and its cause, and (iii) exercise ~~commercially reasonable efforts~~ Commercially Reasonable Efforts to eliminate the disabling effects of such event of Force Majeure. Only the obligations of CEC or Caesars Virginia which are incapable of performance because of the event of Force Majeure shall be suspended and only during the continuance of the event of Force Majeure. Notwithstanding anything to the contrary in this Agreement, it is understood and agreed by the Parties that Caesars Virginia shall only be obligated to pay the City the Minimum Gaming Fee Payment pro-rated for such portion of the Fiscal Year prior to or following the resolution of the occurrence of an event of Force Majeure.

n. Insurance. Caesars Virginia shall maintain in full force and effect insurance coverage in such amounts and types of coverage as are commercially reasonable and/or required by law and typical for First Class Casino Standards. In any instance where work is to be performed by Caesars Virginia on City infrastructure or a permit is to be issued by the City, the appropriate entity doing same shall name the City, its officers, employees and consultants as additional insureds for the coverage appropriate to such activity being performed and provide the City with an appropriate accord certificate.

o. Indemnification by CEC and Caesars Virginia. CEC and Caesars Virginia shall defend, indemnify, and hold harmless the City and each of its officers, agents, employees, contractors, subcontractors, attorneys, and consultants (collectively the "Indemnitees" and individually an "Indemnitee") from and against any and all liabilities, losses, damages, costs,

expenses, claims, obligations, penalties, and causes of action, including reasonable fees and expenses for attorneys, arising out of (1) Caesars Virginia's development, construction, ownership, possession, use, condition, occupancy, or abandonment of the Project or the Schoolfield Property; (2) any breach of any warranty or the inaccuracy of any representation made by Caesars Virginia or CEC contained or referred to in this Agreement or in any certificate or other writing delivered by or on behalf of Caesars Virginia or CEC pursuant to the terms of this Agreement; (3) the release of any hazardous or toxic substance, by Caesars Virginia or anyone performing work on behalf of such entity at the Project, the Schoolfield Property or any portion thereof, to the environment arising or resulting from any work or things whatsoever done in or at the Project, the Schoolfield Property or any portion thereof, or in or at off-site improvements or facilities used or constructed by Caesars Virginia or any of its contractors or subcontractors in connection with the Project or the Schoolfield Property pursuant to the terms of this Agreement; and (4) any breach or failure by Caesars Virginia to perform any of its covenants or obligations under this Agreement. Such duty to defend exists regardless of any ultimate liability of Caesars Virginia or the City.

In any action or proceeding brought against any Indemnitee based upon any claim in respect of which CEC or Caesars Virginia has agreed to indemnify said Indemnitee, Indemnitee shall have the right to choose its own legal counsel (at Caesars Virginia's expense) and make all decisions relating to the dispute, including, without limitation, the litigation strategy and the terms of any settlement, provided the legal fees shall be at standard rates applicable in the City for attorneys with the requisite experience in such matter.

Notwithstanding anything to the contrary contained in this subsection, CEC and Caesars Virginia shall not indemnify and shall have no responsibility to any Indemnitee for any matter to the extent caused by any gross negligence or willful misconduct, including but not limited to any illegal act, of such Indemnitee.

p. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original document and together shall constitute one instrument.

q. Notices. Any notice, demand or other communication which any Party may desire or may be required to give to any other Party shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) U.S. mail (but excluding electronic mail), addressed to a Party at its address set forth below, or to such other address as the Party to receive such notice may have designated to all other Parties by notice in accordance herewith:

If to the City:	City of Danville Attn: City Manager 427 Patton Street Danville, Virginia 24541
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With a copy to:	City of Danville Attn: City Attorney 427 Patton Street Danville, VA 24541
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If to the ~~IRA~~IDA:
VA

Industrial Development Authority of Danville,
Attn: Director of Economic Development
427 Patton Street
Danville, Virginia 24541

If to Caesars Virginia or
any parent entity:

Caesars Entertainment, Inc.
Attn: Edmund L. Quatmann, Jr. Chief Legal Officer
One Caesars Palace Drive
Las Vegas, NV 89109

15. Parent Guaranty. CEC hereby irrevocably guarantees the prompt payment and performance of the obligations of Caesars Virginia under this Agreement.

16. Definitions.

The terms defined in this Agreement shall have the meanings indicated below. Definitions which are expressed by reference to the singular or plural number of a term shall also apply to the other number of that term.

(a) “Act” is defined in the Preamble to this Agreement as Title 58.1, Chapter 41 of the Code of Virginia, and includes the Act as amended from time to time, together with all rules and regulations issued by the Board in connection therewith or promulgated thereunder.

(b) “Actual Damages” is defined in Section 13.b. of this Agreement.

(c) “Additional Properties” is defined in Section 7.c. of this Agreement.

~~(d)~~ “Adjusted Gross Receipts” shall have the same meaning “adjusted gross receipts” as defined in Section 58.1-4100 of the Act.

(e) “Affiliate” means a Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, another Person. For purposes of clarification, Affiliates of Caesars Virginia include, without limitation, ~~among Caesars Virginia, which is a subsidiary of~~CVA Holdco, LLC, a Delaware limited liability company, which is ~~owned in part and managed by~~ Caesars Resort Collection, LLC, a Delaware limited liability company, which is a subsidiary of Caesars Growth Partners, LLC, itself a Delaware limited liability company, which is a subsidiary of Caesars Entertainment, Inc., a Delaware corporation (collectively, “Caesars”).

~~(f)~~ “Agreement” means this Agreement.

~~(g)~~ “Anticipated Opening Date” means ~~December 1, 2023~~the date that Caesars Virginia anticipates achieving Final Completion of the Project and opening the Project to the public, which may be before or after the Final Completion Date.

(~~gh~~) “Board” means the Virginia Lottery Board, or its successors, and its staff and director.

(~~hi~~) “Business Day” means all weekdays except Saturday and Sunday and those that are official legal holiday of the City, State or the United States government. Unless specifically stated as “Business Days,” a reference to “days” means calendar days.

(~~ij~~) “Caesars Virginia” means Caesars Virginia, LLC or its successors or assigns as permitted hereunder.

(~~jk~~) “Casino” is defined in Section 3.6b. and includes any portion of the Project wherein gaming is conducted by Caesars Virginia pursuant to this Agreement, including all buildings, improvements, equipment, and facilities used or maintained in connection with and in support of such gaming.

(~~kl~~) “Casino Gaming Operations” means any gaming operations permitted under the Act and offered or conducted at or in connection with or related to the Project.

(~~lm~~) “Casino License” means the license issued by the Board to operate the Casino and engage in Casino Gaming Operations.

(~~mn~~) “CEC” means Caesars Entertainment, Inc.

(~~no~~) “Cherokee ROFR” is defined in Section 9.a. of this Agreement.

(~~op~~) “City” means the City of Danville, Virginia, a municipal corporation of the Commonwealth of Virginia.

(~~pq~~) “City Council” means the City Council of the City.

(~~qr~~) “City Manager” means the City Manager of the City.

(~~rs~~) “Commercially Reasonable Effort” means the effort, time, and costs a prudently managed company desirous of achieving a result would use, expend, or incur in similar circumstances to achieve such outcome, provided that such outcome is within the reasonable control of the company and the company is not required to expend funds or assume liabilities beyond those that are commercially reasonable in nature and amount in the context of the transaction.

(~~t~~) “Condemnation” means a taking of all or any part of the Project by eminent domain, condemnation, compulsory acquisition or similar proceeding by a competent authority for a public or quasi-public use or purpose.

(~~su~~) “Conference Center” is defined in Section 3.d. of this Agreement.

(~~tv~~) “Control(s)” or “Controlled” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, as such terms are used by and interpreted under federal securities laws, rules and regulations.

(~~uw~~) “Corridor” and “Corridor Fund” are defined in Section 6 of this Agreement.

(~~w~~x) “Cure Period” is defined in Section 13.a. of this Agreement.

(wy) “Default Rate” means a rate of interest at all times equal to the greater of (i) the rate of interest announced from time to time by American National Bank and Trust Co., or its successors (“Bank”), at its City office, as its prime, reference or corporate base rate of interest, or if Bank is no longer in business in the City or no longer publishes a prime, reference or corporate base rate of interest, then the prime, reference or corporate base rate of interest announced from time to time by such local bank having from time to time the largest capital surplus, plus four percent (4%) per annum or (ii) twelve percent (12%) per annum, provided, however, the Default Rate shall not exceed the maximum rate allowed by applicable law.

(~~x~~)—“~~direct~~” “Direct or indirect interestIndirect Interest” means an interest in an entity held directly or an interest held indirectly through interests in one or more intermediary entities connected through a chain of ownership to the entity in question, taking into account the dilutive effect of the interests of others in such intermediary entities.

(yaa) “Event of Default” is defined in Section 13.a. of this Agreement.

(zbb) “Family Members” is defined in Section 1 l.c. of this Agreement.

(~~a~~bb) “Final Completion” means for the Project, the completion of the Work, as evidenced by the entitlement to or receipt of a certificate of occupancy by the appropriate Governmental Authority for ~~a~~all components to which a certificate of occupancy would apply, and that one hundred percent (100%) of the parking area or structure, Hotel, Casino, the Venue, the Conference Center, the retail floor space and restaurant floor space are open to the public for their intended use (and/or in the case of the retail and restaurant floor spaces, are completed as shells and available for leasing).

(bb) “Final Completion Date” means ~~two (2) years from the issuance of all Permits necessary for the beginning of the construction of the Project~~December 31, 2024.

(cc) “Financing” means the act, process or an instance of obtaining funds for the Project, whether secured or unsecured, including but not limited to (i) issuing securities; (ii) drawing upon any existing or new credit facility; or (iii) contributions to capital by any Person.

(dd) “Finish Work” means the finishes which create the internal and external appearance of the Project.

(ee) “First Class Casino Standards” means the standards of quality and operations described on Exhibit “A” attached hereto and incorporated herein by reference.

(ff) “Fiscal Year” means the fiscal year that ends on the last day of the fiscal year of the City. The first Fiscal Year shall be the period commencing on the date the Project is open to the public and ending on the last day of the fiscal year of the City in which the Project is open to the public. The term “Full Fiscal Year” means any Fiscal Year containing not fewer than three hundred sixty-five (365) days. The partial Fiscal Year commencing after the end of the last Full Fiscal Year and ending with the termination of this Agreement shall constitute a separate Fiscal Year.

(gg) “Force Majeure” means the following events or circumstances, to the extent that they delay or otherwise adversely affect the performance beyond the reasonable control of Caesars Virginia, or its agents and contractors, of their duties and obligations under this Agreement, or the performance by the City or the IDA of their respective duties and obligations under this Agreement:

- (1) Strikes, lockouts, labor disputes, inability to procure materials, failure of utilities, labor shortages or explosions;
- (2) Changes in Governmental Requirements by any Governmental Authority, first effective after the date of this Agreement;
- (3) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires and other casualties, landslides, earthquakes, epidemics, pandemics, quarantine, pestilence, and/or abnormal inclement weather;
- (4) Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrections, riots, civil disturbances, or national or international calamities;
- (5) Concealed and unknown conditions of an unusual nature that are encountered below ground or in an existing structure;
- (6) Any temporary restraining order, preliminary injunction or permanent injunction, or mandamus or similar order, unless based in whole or in part on the actions or failure to act of Caesars Virginia;
- (7) Causes (other than insufficiency of financial resources) beyond the reasonable control of the Party seeking the benefits of this definition; or
- (8) In the case of the City or the IDA, an Event of Default on the part of CEC or Caesars Virginia, and in the case of CEC or Caesars Virginia, an Event of Default on the part of the City or the IDA.

(hh) “Formal Meeting” is defined in Section 14.e. of this Agreement.

(ii) “Gaming Authorities” means the Virginia Lottery Board and all other agencies, authorities and instrumentalities of the City, State, or the United States, or any subdivision thereof, having jurisdiction over the gaming or related activities at the Project, including their respective successors.

(jj) “Gaming Laws” means all laws (including the Act), including any rules, regulations, judgments, injunctions, orders, decrees or other restrictions of any Gaming Authority, applicable to the gaming industry or Indian Tribes or the manufacture, sale, lease, distribution or operation of gaming devices or equipment, the design, operation or distribution of internet gaming services or products, online gaming products and services, the ownership or operation of current or contemplated casinos, sports wagering, online gaming or any other gaming activities and operations.

(kk) “Governmental Approvals” is defined in Section 8.c. of this Agreement.

(II) “Governmental Authority” or “Governmental Authorities” means any federal, state, county or municipal governmental authority, including all executive, legislative, judicial and

administrative departments and bodies thereof (including any Gaming Authority) having jurisdiction over the Project.

(mm) “Governmental Requirements” means all laws (including the Act), ordinances, statutes, executive orders, rules, zoning requirements and agreements of any Governmental Authority that are applicable to the acquisition, remediation, renovation, demolition, development, construction and operation of the Project including all required Permits, approvals or findings of suitability, and any rules, guidelines or restrictions enacted or imposed by Governmental Authorities, but only to the extent that such laws, ordinances, statutes, executive orders, zoning requirements, agreements, Permits, approvals, rules, guidelines and restrictions are valid and binding on Caesars Virginia and Caesars Virginia would be required to comply with the same without regard to this Agreement.

(nn) “Hotel” is defined in Section 3.c. of this Agreement.

(oo) “IDA” means the Industrial Development Authority of the City.

(pp) “including” and any variant or other form of such term means including but not limited to.

(qq) “Indemnitee” and “Indemnitees” are defined in Section 14.0. of this Agreement.

(rr) “Loan Default” means an event of default or default or event or condition which, with respect to Caesars Virginia without further notice or passage of time, would entitle a mortgagee to exercise the right to foreclose upon, acquire, possess or obtain the appointment of a receiver or other similar trustee or officer over all or a part of Caesars Virginia’s interest in the Project.

(ss) “Major Condemnation” means a Condemnation either (i) of the entire Project, or (ii) of a portion of the Project if, as a result of the Condemnation, it would be imprudent or unreasonable to continue to operate the Project even after making all reasonable repairs and restorations.

(tt) “Minimum Gaming Fee Payment” is defined in Section 5.b. of this Agreement.

(uu) “Minor Condemnation” means a Condemnation that is not a Major Condemnation.

(vv) “Mortgage” means a mortgage or deed of trust on all or any part of Caesars Virginia’s interest in the Project.

(ww) “Mortgagee” means the holder from time to time of a mortgage or deed of trust on all or any part of Caesars Virginia’s interest in the Project.

(xx) “Net Gaming Revenue” means “adjusted gross receipts” as defined in the Act as reported to the State by Caesars Virginia, less “free play” or ~~complementary~~ complimentary credits provided to patrons that can be documented by Caesars Virginia.

(yy) “Nominee” is defined in Section 11.a. of this Agreement.

(zz) “Offer” is defined in Section 7.c. of this Agreement.

(aaa) “Parent Company” means CEC and its successors and assigns.

(bbb) “Percentage Gaming Fee Payment” is defined in Section 5.b. of this Agreement.

(ccc) “Permits” means all licenses, findings of suitability, permits, approvals, consents and authorizations that Caesars Virginia is required to obtain from any Governmental Authority, including but not limited to the City, to perform and carry out its obligations under this Agreement including permits and licenses necessary to demolish, build, open, operate and occupy the Project.

(ddd) “Person” means an individual, a corporation, partnership, limited liability company, association or other entity, a trust, an unincorporated organization, or a governmental unit, subdivision, agency or instrumentality.

(eee) “Project” means the Casino, the Hotel, the Venue, the Conference Center and all buildings, parking areas, structures, recreational or entertainment facilities, restaurants or other dining facilities, bars and lounges, retail stores and other amenities that are connected with, or operated in such an integral manner as to form a part of the same operation whether on the same tract of land or otherwise.

(fff) “Referendum” is defined in Section 1.a. of this Agreement.

(ggg) “Representatives” means a Person’s respective members, managers, officers or directors.

(hhh) “Restricted Owner” is defined in Section 11.c. of this Agreement.

(iii) “Schoolfield Property” is defined in the Preamble to this Agreement.

(jjj) “Smokestacks Threshold” is defined Section 7.b. of this Agreement.

(kkk) “Specific Performance Proceeding” is defined in Section 13.b. of this Agreement.

(lll) “State” means the Commonwealth of Virginia.

(mmm) “Suitable Lender” means a lender suitable or otherwise qualified under the Gaming Laws.

(nnn) “Term” is defined in Section 2 of this Agreement.

(ooo) “Transfer” means (i) any sale (including agreements to sell on an installment basis), assignment, transfer, alienation, merger, consolidation, reorganization, liquidation, or any other disposition by operation of law or otherwise, and (ii) the creation or issuance of new or additional interests in the ownership of any entity.

(ppp) “Upfront Payment” is defined in Section 5.a. of this Agreement.

(qqq) “Venue” is defined in Section 3.e. of this Agreement.

(rrr) “Work” means site preparation work and/or construction of the improvements in accordance with the construction documents for the Project and includes labor, materials and equipment to be furnished by a contractor or subcontractor.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

CITY OF DANVILLE,
a Virginia municipal corporation

**INDUSTRIAL DEVELOPMENT
AUTHORITY OF DANVILLE, VA,**
a political subdivision of the Commonwealth
of Virginia

By: Kenneth F. Larking
Its: City Manager

By: T. Neal Morris
Its: Chairman

CAESARS VIRGINIA, LLC,
a Delaware limited liability company
By: ~~Caesars Resort Collection~~ CVA Holdco, LLC,
its sole member

CAESARS ENTERTAINMENT, INC.,
a Delaware corporation

By:	By:
Its:	Its:

Exhibit “A”

First Class Casino Standards

First Class Casino Standards shall mean the specifications, standards, policies and requirements adopted and as may be amended or supplemented from time to time by CEC, any related entity or their respective Affiliates for constructing, renovating, equipping, furnishing, managing, operating, licensing, maintaining, refurbishing and marketing developments under the Caesars brand, which shall be (i) at a level generally considered to be in effect at all or substantially all of the hotels and resorts operated under such brand from time to time, and (ii) consistent with the standards and requirements set forth in this Agreement. In determining the specific or referenced standards applicable to clause (i) above for the physical and operational standards of Caesars Virginia, the standards at the Caesars Southern Indiana, effective August 12, 2020, shall constitute the primary standard of reference, taking into consideration the unique nature and character of any such development’s location (as well as the different amenities, facilities and staffing as a result thereof). The First Class Casino Standards, as applied to both the operational and physical components of all Caesars developments, shall be subject to change over time as CEC, any related entity or their respective Affiliates may determine in their sole discretion, provided that no such revisions shall result in a material adverse change in the overall quality of the Project and level of service at the Caesars Virginia without the City’s prior written acknowledgement thereof.

Exhibit “B”Costs of Infrastructure Improvements to be Paid by Caesars Virginia

- Signal warrant study for Memorial Dr. and Bishop Road – \$4,528.59
- Original traffic study by EPR – \$32,196.86
- Traffic signal design for Memorial and Bishop – \$59,500.00
- Traffic signal construction for Memorial and Bishop – \$298,907 (estimate)
- Crosswalks and other minor concrete work related to the temporary casino – \$9,210.34

Exhibit “C”Description of Real Property to be Donated to City (Section 8.h.)“Wood Avenue Property”

See Plat of Survey for Caesars Virginia, LLC, The City of Danville, Virginia, The Industrial Development Authority of Danville, Virginia, and 1076 Schoolfield, LLC and Showing Dedication of 1.976 Acre Right-of-Way for Wood Avenue, Part of Property Identification Nos. 51530, 60540, and 60542, Danville, Virginia, Dated February 15, 2024, and Recorded in the Office of the Clerk of the Circuit Court for Danville, Virginia, on _____, 2024, as Instrument No. _____.

FIRST AMENDED AND RESTATED CASINO RESORT DEVELOPMENT AGREEMENT

This First Amended and Restated Casino Resort Development Agreement (the “Agreement”) is dated as of the ____ day of _____, 2024, among Caesars Virginia, LLC, a Delaware limited liability company authorized to do business in the Commonwealth of Virginia (“Caesars Virginia”), which is a subsidiary of CVA Holdco, LLC, a Delaware limited liability company, which is owned in part and managed by Caesars Resort Collection, LLC, a Delaware limited liability company, which is a subsidiary of Caesars Growth Partners, LLC, itself a Delaware limited liability company, which is a subsidiary of Caesars Holdings, Inc., a Delaware corporation, which is a subsidiary of Caesars Entertainment, Inc., a Delaware corporation (“CEC” and, together with the other Caesars entities collectively, “Caesars”); the City of Danville, a municipal corporation of the Commonwealth of Virginia (the “City”); and the Industrial Development Authority of Danville, Virginia, a political subdivision of the Commonwealth of Virginia (the “IDA”) (together with CEC, Caesars Virginia and the City, the “Parties” or, individually, a “Party”).

PREAMBLE

WHEREAS, the Virginia General Assembly has authorized the operation of a casino in the City pursuant to the provisions of Title 58.1, Chapter 41 of the Code of Virginia (the “Act”); and

WHEREAS, the City solicited from qualified applicants expressions of interest in being designated as a “preferred casino gaming operator” for the purpose of developing and operating a proposed “casino gaming establishment,” all as contemplated by the Act; and

WHEREAS, in response to such solicitation, the City Council reviewed a number of excellent proposals and considered such proposals pursuant to the requirements of the Act; and

WHEREAS, after giving substantial weight to the standards and criteria set forth in the Act, the proposal put forward by CEC was judged by the City Council to be in the best interests of the City and its citizens; and

WHEREAS, CEC has formed an indirect partially owned subsidiary, Caesars Virginia, to be the entity through which CEC will apply for a casino operator’s license and proposes to develop and operate a casino gaming establishment in the City (the “Project” as further described herein); and

WHEREAS, at its regularly scheduled meeting on June 2, 2020, the City Council unanimously adopted a resolution formally selecting Caesars Virginia as the City’s preferred casino gaming operator; authorizing the City Manager to execute a non-binding letter of intent with CEC as the parent company of Caesars Virginia; and authorizing the City Manager to submit to the Virginia Lottery Board the City’s preferred casino gaming operator and related information; and

WHEREAS, Caesars Virginia intends to develop the Project on the 78.16-acre Schoolfield property owned by the IDA and further identified as Parcel Identification Number 51530 (located at 1100 West Main Street, Danville, Virginia 24541) (the “Schoolfield Property”), and the IDA has agreed to sell to Caesars Virginia the Schoolfield Property;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the

Parties hereby enter into this agreement to effectuate the purposes set forth above and to be bound by the provisions set forth below:

1. Conditions Precedent.

a. Obligations under this Agreement. Caesars Virginia’s obligations under this Agreement, including but not limited to the obligation to purchase the Schoolfield Property and make any payments to the City, are conditioned upon a majority of those voting in the casino gaming referendum to be held pursuant to the Act on November 3, 2020, in the City (the “Referendum”) voting in the affirmative, with the only exception being the agreements and obligations contained in Section 14.o. to indemnify and reimburse the City for any costs and expenses, including legal fees, but solely with respect to any claim, action, or proceeding arising out of this Agreement (the “Surviving Obligations”).

b. Agreement Becomes Void. With the exception of the Surviving Obligations, this Agreement shall be void and of no force and effect if a majority of those voting do not approve the Referendum.

2. Term. The term of this Agreement (the “Term”) commenced on September 3rd, 2020 and shall continue until terminated as provided herein.

3. Project Details; Commitments.

a. Project Branding. CEC shall use the “Caesars” brand with respect to the Project but shall retain control over the precise name (inclusive of the “Caesars” brand) that will be used for the Project.

b. Casino Project. Caesars Virginia shall construct the Project (which will include the elements described in this Section 3) either as new construction or as a combination of new construction and existing structures or new construction and modifying existing structures consistent with First Class Casino Standards, the Act and all other Governmental Requirements and in compliance with this Agreement, after receiving and considering public comment and comment from the City regarding proposed design plans for the Project. Caesars Virginia will make an initial capital investment, inclusive of all costs associated with the planning, design, and construction of the Project, of at least seven hundred fifty million dollars (\$750,000,000.00) to develop the Project on the Schoolfield Property with an emphasis on a total destination resort with many facets and amenities, and Caesars Virginia agrees to make additional capital expenditures each year to maintain the Project at First Class Casino Standards.

As part of the Project, Caesars Virginia will include a casino with a mixture of gaming devices, table games, poker tables, and a sportsbook (the “Casino”). The Project shall also include multiple restaurant options available to guests of the Project, including restaurant options that feature a national and combination of regional and/or local culinary experts, one of which shall be a fine dining restaurant. As an experienced casino operator, CEC shall maintain all operational control of the Casino, including authority to make decisions regarding its gaming amenities, in an effort to maximize revenue.

c. Hotel. As part of the Project, Caesars Virginia will include a hotel with a minimum of three hundred (300) rooms, a pool, a fitness center, and a spa (the “Hotel”). It is anticipated that the Hotel will either exceed the expected number of rooms after the initial development of the Project or during an expansion of the development.

d. Conference Center. As part of the Project, Caesars Virginia will include a conference center with no less than forty thousand (40,000) square feet of flexible meeting and conference space (the “Conference Center”).

e. Entertainment Venue. As part of the Project, Caesars Virginia will include sufficient space within the Conference Center for an entertainment venue with seating for two thousand five hundred (2,500) persons (the “Venue”). The Venue is not required to be a dedicated, stand-alone space for entertainment only but instead shall be included within the Conference Center, provided that the space for the Venue shall be suitably constructed and equipped with permanent components, including a stage area, lighting and sound system and the space shall meet or exceed First Class Casino Standards. Caesars Virginia shall use the Venue to showcase live entertainment, including musical acts, comedy shows, and performance art, as well as host local events for the community, and the inclusion of the Venue within the Conference Center shall not reduce or otherwise diminish Caesars Virginia’s obligation to provide and promote live entertainment as a material component of the Project. All tickets to attend events at the Venue shall be available through Caesars Virginia’s ordinary and customary means of ticket sales.

f. Parking. Caesars Virginia will maintain adequate parking in accordance with applicable Governmental Requirements.

g. Minimum Number of Employees. Caesars Virginia agrees to employ a minimum number of employees, based on current labor models, either as employees or as independent contractors, during the development stage of the Project and upon Final Completion of the Project. During the development stage (based on a two-year development period), it is expected that a minimum of 900 individuals on an annualized basis will perform work related to the development of the Schoolfield Property and construction of the Project. Upon Final Completion, Caesars Virginia aims to employ one thousand three hundred (1,300) (but not less than nine hundred (900)) full-time equivalent (FTE) employees on an annualized basis, toward which figure shall be counted any individuals employed in conjunction with the Project by the regional and/or local culinary expert (as described in Section 3(b) above) provided that the wage floor and benefits requirements (set forth in Section 3(h) below) are satisfied with respect to such employees. In the event of a partial or total shutdown of the Project as a result of a natural disaster, pandemic, endemic, or other emergency situation, Caesars Virginia shall not be required to meet the commitments contained in this subsection for any such year in which a partial or total shutdown of the Project occurs. Caesars Virginia will also use its Commercially Reasonable Efforts to recruit such candidates for employment with a commitment to training, development and retention of same and to host multiple job fairs in the community.

h. Wage Floor and Benefits. Providing a living wage to its employees is an important aspect of CEC’s philosophy and operations. Caesars Virginia agrees to pay its employees

a minimum wage of the greater of (i) thirty-one thousand two hundred dollars (\$31,200) per annum based on an employee working forty (40) hours per week for fifty-two (52) weeks per year, including paid time off and holidays or (ii) a figure that equates to an hourly rate no less than one hundred twenty-five percent (125%) of the federal minimum wage as it exists from time to time. Such employees shall include salaried and hourly employees, and calculation of such minimum wage shall include tips received by employees. It is anticipated that Caesars Virginia will exceed the minimum requirements of compensation stated herein. Caesars Virginia shall also make available health insurance and retirement savings benefit opportunities for all full-time employees performing work at the Project as required by State law. In addition, Caesars Virginia shall also provide educational benefits to qualifying employees. Furthermore, Caesars Virginia shall require that any contract for services performed at the Project, other than construction, with projected annual services fees exceeding five hundred thousand dollars (\$500,000.00) shall require that such contractor pay any of its full-time employees performing work on the site an hourly wage or a salary, including tips, that equates to an hourly rate no less than one hundred twenty-five percent (125%) of the federal minimum wage as it exists from time to time; establish preferences for hiring residents of the City and adjacent localities, veterans, women, and minorities for work performed on the site in compliance with any applicable federal and State laws; and provide access to health insurance and retirement savings benefit opportunities for all full-time employees of the contractor performing work at the Project.

i. Quality of Work. All Work shall be performed in a good and workmanlike manner and in accordance with good construction and standard industry practices. All materials used in the construction of the Project shall meet or exceed industry standards and Governmental Requirements. The quality of the Finish Work shall meet or exceed First Class Casino Standards.

j. Construction and Scheduling. Caesars Virginia will comply with all applicable Governmental Requirements in the development, construction and Financing of the Project and will achieve Final Completion on or before the Final Completion Date. Specifically, Caesars Virginia agrees that any contractor hired for construction of the Project shall be required to (i) pay the local prevailing wage rate as determined by the U.S. Secretary of Labor under the provisions of the Davis-Bacon Act, 40 U.S.C. § 276 et seq., as amended, to each laborer, workman, and mechanic the contractor employs on the site; (ii) participate in apprenticeship programs that have been certified by the Virginia Department of Labor and Industry or the U.S. Department of Labor; (iii) establish preferences for hiring residents of the City and adjacent localities, veterans, women, and minorities for work performed on the site; (iv) provide health insurance and retirement benefits for all full-time employees performing work at the Project; and (v) require that the provisions of clauses (i) through (iv) herein be included in every subcontract so that the provisions will be binding upon each subcontractor. Upon Final Completion, the Project will conform to First Class Casino Standards and to all applicable Governmental Requirements. Notwithstanding the foregoing, Caesars Virginia's obligation to achieve Final Completion by the Final Completion Date is subject to Force Majeure.

k. Local and Minority Contractors. Consistent with its obligations set forth in Section 3.j., Caesars Virginia will use its Commercially Reasonable Efforts to engage qualified City

and other local businesses and minority-owned businesses for contracting, subcontracting, and servicing opportunities related to the development and construction phase of the Project.

1. **Operations.** Caesars Virginia agrees to diligently operate and maintain the Project and all other support facilities directly in a manner consistent with First Class Casino Standards and in compliance with this Agreement, the Act and all other Governmental Requirements. Caesars Virginia covenants that, at all times, it will operate the Casino in a manner that maximizes revenue generation and meets its organizational requirements and objectives, while also abiding by Governmental Requirements and in accordance with commercially reasonable hours of operation. So long as casino gaming activities would be permitted by law to operate at the Project (assuming the existence of a valid Casino License), the primary business to be operated at the Project shall be casino gaming activities.

4. **Schedule; Timing.** Caesars Virginia shall use its Commercially Reasonable Efforts to do the following:

a. Between the date of this Agreement and the Referendum, Caesars Virginia will financially support the passage of the Referendum through a local committee focused on advertising and promoting the passage of the Referendum.

b. On or before December 31, 2020, purchase the Schoolfield Property from the IDA.

c. On or before November 15, 2021, complete and submit all applications necessary to obtain all Permits necessary to commence construction of the Project.

d. On or before December 1, 2021, commence construction of the Project, subject to issuance and receipt of all applicable Permits.

e. At the earliest possible reasonable date, file with the Board and any other applicable Governmental Authorities all applications necessary to obtain a Casino License and provide to the City satisfactory evidence thereof and obtain all necessary Casino Licenses from the Board in sufficient time to be fully operational by the Final Completion Date.

f. On or before the Final Completion Date achieve Final Completion of the Project. In the event Caesars Virginia believes that the Anticipated Opening Date will be after the Final Completion Date, it shall provide advance written notice of at least six (6) months to the City (or other such reasonable notice practical in the circumstances).

g. On or before the Anticipated Opening Date Caesars Virginia shall open the Project for business to the public and commence operations.

5. **Payments by Caesars Virginia.** Caesars Virginia shall make the following payments:

a. Payment Following Successful Passage of Referendum. Not later than thirty (30) calendar days following approval of the Referendum, Caesars Virginia shall pay to the City the lump sum of fifteen million and 00/100 dollars (\$15,000,000.00) (the “Upfront Payment”).

b. Ongoing Minimum Gaming Fee Payment to City. In addition to the Upfront Payment, Caesars Virginia shall pay to the City for each Full Fiscal Year following the earlier to occur of (i) the opening of the Casino, including any temporary casino facility, to the public and (ii) September 1, 2023 an additional subsidy equal to the greater of (i) five million dollars (\$5,000,000.00) (the “Minimum Gaming Fee Payment”) or (ii) an amount the total of which is equal to the sum of two and one-half percent (2.5%) of Adjusted Gross Receipts of the Casino, up to two hundred million dollars (\$200,000,000.00), plus six percent (6%) of Adjusted Gross Receipts of the Casino between two hundred million dollars (\$200,000,000.00) and four hundred million dollars (\$400,000,000.00), plus ten percent (10%) of Adjusted Gross Receipts of the Casino above four hundred million dollars (\$400,000,000.00) during such Full Fiscal Year (the “Percentage Gaming Fee Payment”). The Percentage Gaming Fee Payment shall be paid to the City on the same schedule that Caesars Virginia makes payments to the State for taxes assessed on “adjusted gross receipts” as defined in the Act. If for a Full Fiscal Year the Minimum Gaming Fee Payment is more than the Percentage Gaming Fee Payment, then the difference shall be paid to the City on or before the fifteenth (15th) day following the end of the applicable Full Fiscal Year. Such Minimum Gaming Fee Payment obligation shall be prorated for any portion of a Fiscal Year that is not a Full Fiscal Year. For the avoidance of doubt and by way of example, if the Casino is initially opened to the public on a date which is three (3) months prior to the end of the Fiscal Year, then the amount of the Minimum Gaming Fee Payment for that portion of the Fiscal Year to be paid to the City is one million two hundred fifty thousand dollars (\$1,250,000.00).

c. Cost of Master Plan. Upon request by the City, Caesars Virginia shall pay to the City the sum of three hundred sixty thousand dollars (\$360,000.00) for the cost of the Schoolfield master plan being developed by WRT, LLC (the “Schoolfield Master Plan”).

d. Payment of Other Applicable Taxes. Caesars Virginia will pay any and all applicable fees and taxes as they are assessed or due, including those imposed on revenue, property, usage, and/or operations, and further including the collection and payment of all applicable sales, use and occupancy taxes (except to the extent otherwise provided below) and any other taxes (or tax increases such as millage increases) of general applicability to the ownership or operation of businesses in the City. Unless specifically directed otherwise by applicable State Governmental Authorities, the Parties specifically agree that the City’s ordinances regarding transient occupancy and meals tax do not apply to rooms or meals that are provided free of charge to guests of the Project on a complimentary basis. Should the City enact new ordinances to apply taxes or fees to complimentary rooms and meals, then a corresponding setoff equal to the amount of such fees and taxes shall be applied to reduce the greater of the Minimum Gaming Fee Payment or the Percentage Gaming Fee Payment. In no event shall Caesars Virginia be entitled to a setoff or credit for business license fees and business personal property taxes payable to the City.

e. Community Development Contributions. Annually, Caesars Virginia will make financial contributions to community groups to be achieved through educational partnerships and other financial support for charitable causes and organizations.

f. Traffic Study. Caesars Virginia will defray reasonable costs of the City related to those infrastructure improvements related to the Project, including, but not limited to, the commissioning of an appropriate traffic study by the City of the impacts of the Project at a time appropriate to the planning and development of the Project, as set forth on Exhibit “B” attached hereto and incorporated herein by reference. Caesars Virginia shall make any such payments to the City no later than July 31, 2025 and may, if agreed upon by the City and Caesars Virginia, be credited against any payment owed to Caesars Virginia by the City pursuant to Section 6.b. below.

g. Support for First Responders. Caesars Virginia agrees to fund the purchase of one (1) fire engine and one (1) emergency medical services vehicle for the City.

6. **Reinvestment of Certain Proceeds by City.** The development of the corridor within the City between the North Carolina border located on Highway 29-Business and the Schoolfield Property (the “Corridor”) is important to the Parties. Therefore, the Parties agree that five percent (5%) of the Percentage Gaming Fee Payment paid to the City by Caesars Virginia in excess of the Minimum Gaming Fee Payment shall be placed in a fund to be used solely for infrastructure improvements and enhancements for economic and community development within the area of the Corridor (the “Corridor Fund”). After ten (10) years from the Final Completion Date, the Corridor Fund payment shall be reduced to three percent (3%) of the Percentage Gaming Fee Payment paid to the City by Caesars Virginia in excess of the Minimum Gaming Fee Payment, and then, after fifteen (15) years, the Parties shall confer to determine whether to continue such payment or terminate such obligation. The Parties agree to work together to establish a mechanism or entity to identify Corridor infrastructure improvements and enhancements for economic and community development needs within the area of the Corridor and allocations from the Corridor Fund with participation and input of Caesars Virginia representatives, City representatives, and/or IDA representatives.

7. **Real Estate.**

a. Purchase. On or before December 31, 2020, the IDA shall sell to Caesars Virginia, and Caesars Virginia shall purchase, the entirety of the IDA’s interest in, and convey marketable title to, the Schoolfield Property for the sum of five million and 00/100 dollars (\$5,000,000.00). The terms of such sale shall be set forth in a separate agreement.

b. Structures on Schoolfield Property. The Parties acknowledge that several existing structures, including the structures referred to as the “Smokestacks” and the “Finishing Plant,” are situated on the Schoolfield Property. Caesars Virginia agrees to use its Commercially Reasonable Efforts to incorporate such structures into the Project through redevelopment and/or rehabilitation of the structures; however, the Parties agree that Caesars Virginia retains full and complete discretion for determining whether it is commercially feasible or practical to retain or to remove such structures, including the Smokestacks and Finishing Plant. In the event that Caesars

Virginia determines that it is not commercially feasible or practical to retain the Smokestacks due to cost concerns that exceed a total of six hundred thousand dollars (\$600,000.00) (the “Smokestacks Threshold”), then the City, upon thirty (30) days written notice from Caesars Virginia, shall have the right to pay for any costs in excess of the Smokestacks Threshold to preserve the Smokestacks at the Project. The Parties further acknowledge that Caesars has provided the notice required by the prior sentence and the City has agreed to pay for such excess costs, for which the current estimate is approximately \$1.5 million (for a total cost of \$2.1 million). Such payment shall be made by the City no later than July 31, 2025 and may, if agreed upon by the City and Caesars Virginia, be reduced by any payment(s) owed to the City by Caesars Virginia pursuant to Section 5.f. above.

c. Right of First Refusal. In addition to selling to Caesars Virginia the entirety of its interest in the Schoolfield Property, for a period of ten (10) years following the Final Completion Date, the IDA agrees to provide to Caesars Virginia a right of first refusal with respect to two other properties, identified by Parcel Identification Numbers 51588 and 60539 (together, the “Additional Properties”), owned by the IDA.

- i. In the event that the IDA receives a bona fide offer from any third party Person for purchase of either the entirety of the Additional Properties or any portion of the Additional Properties that the IDA is prepared to accept (the “Offer”), then the IDA shall send to Caesars Virginia notice in writing of its desire or intention to sell either the entirety of the Additional Properties or any portion of the Additional Properties accompanied by a copy of the Offer, including a description of the proposed uses for the property and a proposed timeline for development.
- ii. Upon receipt of such notice, Caesars Virginia shall have (a) thirty (30) days from the date of receipt within which to give to the IDA notice that it desires and agrees to purchase either the entirety of the Additional Properties or any portion of the Additional Properties on the same terms and conditions as are contained in the Offer and (b) thirty (30) days from the date of delivery of such notice to the IDA of the election to purchase to provide the IDA an additional notice of a proposed use for the property that is complementary to the Project, revenue generating and beneficial to the City, and sets forth a reasonable timeline for the development.
- iii. In the event that Caesars Virginia elects not to purchase either the entirety of the Additional Properties or any portion of the Additional Properties as set forth in the Offer, then the IDA may accept the Offer and proceed to sell either the entirety of the Additional Properties or any portion of the Additional Properties that are the subject of the Offer at the price and on and in accordance with the terms and conditions contained in the Offer.
- iv. However, in the event that Caesars Virginia elects not to purchase either the entirety of the Additional Properties or any portion of the Additional Properties as set forth in the Offer, and the transaction contemplated by the Offer is not completed within a period of sixty (60) days after the expiration of the last day upon which Caesars Virginia may exercise its right to elect to purchase either the entirety of the Additional Properties or

any portion of the Additional Properties as set forth in the Offer, then the IDA shall not thereafter sell either the entirety of the Additional Properties or any portion of the Additional Properties unless and until it again complies with the provisions of this subsection c.

8. Other Obligations of Caesars Virginia and/or the City.

a. Sharing of Reports. To the extent it is required to file reports with the Board regarding the Project that are public record, Caesars Virginia shall supply the City with copies of all such reports within fourteen (14) days of filing. Caesars Virginia shall also provide to the City, no later than the fifth business day of each month, its estimated Adjusted Gross Receipts for the preceding month.

b. Workforce Development and Hiring; Vendor Preferences. Caesars Virginia will establish preferences for hiring residents of the City and adjacent localities, veterans, women, and minorities for work performed at the Project, all in compliance with applicable federal and State laws. Caesars Virginia will also use its Commercially Reasonable Efforts to identify, develop and utilize as non-construction suppliers and vendors to the Project (i) locally owned and/or operated businesses and (ii) women-owned and minority-owned businesses. In addition, Caesars Virginia has already shown a desire to partner with locally owned and/or operated businesses, educational institutions, and individuals in joint efforts to promote the prosperity of the entire community, including the development of its workforce. Caesars Virginia commits to continuing such efforts.

c. Legal Compliance. Caesars Virginia shall do or cause to be done all things necessary to apply for, obtain, preserve, renew and keep in full force and effect the rights, licenses, registrations, Permits, certifications, approvals, consents, franchises, patents, copyrights, trade secrets, trademarks and trade names that are used in the conduct of its business and other activities and comply with all Governmental Requirements applicable to the operation of its businesses and other activities, in all material respects, whether now in effect or hereafter enacted. Caesars Virginia and the City shall, and shall cause their Affiliates and Representatives to, use their respective best efforts to cooperate with the other Parties hereto to (i) as promptly as practicable, take, or cause to be taken, all appropriate action, and do, or cause to be done, all things reasonably necessary under applicable Governmental Requirements or otherwise to consummate and make effective the transactions contemplated by this Agreement, (ii) obtain from any Governmental Authorities or other third Parties any consents, licenses, findings of suitability, Permits, waivers, approvals, authorizations or orders required to be obtained by CEC, Caesars Virginia or any of their respective Affiliates or Representatives, as applicable, in the case of clauses (i) or (ii), in connection with the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, and (iii) make all necessary filings, as applicable, and thereafter make any other required submissions with respect to this Agreement, as required in order to obtain all approvals of Governmental Authorities required under (A) the Act, and (B) any other applicable Governmental Requirements, including any applicable liquor laws (collectively, the “Governmental Approvals”). The Parties hereto and their respective Representatives and Affiliates shall (x) file all required applications and documents in connection with obtaining the Governmental Approvals (including under the Act and other applicable Gaming Laws), (y) act diligently to pursue the

Governmental Approvals and (z) cooperate with each other in connection with the making of all filings referenced in the preceding sentence. CEC and Caesars Virginia and any applicable Affiliate and Representatives shall use their best efforts to schedule and attend any hearings or meetings with Governmental Authorities to obtain the Governmental Approvals. The Parties will keep each other reasonably advised of the receipt of comments or requests from Governmental Authorities relating to any Governmental Approvals.

d. Oppose Adverse Litigation. CEC, Caesars Virginia and the City shall take, or cause to be taken, all actions reasonably necessary to (i) defend any lawsuits or other legal proceedings challenging this Agreement or the consummation of the transactions contemplated by this Agreement, (ii) prevent the entry by any Governmental Authority of any decree, injunction or other order challenging this Agreement or the consummation of the transactions contemplated by this Agreement, (iii) appeal as promptly as practicable any such decree, injunction or other order and (iv) have any such decree, injunction or other order vacated or reversed.

e. Annual Reports. Subsequent to the Project being open to the public, on or before July 1 of each Fiscal Year, Caesars Virginia will provide to the City a written report for the previous calendar year with respect to efforts undertaken to satisfy the commitments set forth in Sections 3.h., 3.j., 3.k., and 8.b. To the extent applicable, in such written report, Caesars Virginia shall also provide to the City its then-current assessment of the strategic viability of a potential addition to the Project of an outdoor entertainment venue.

f. Quarterly Reports. On or before the thirtieth (30th) day following the end of each calendar quarter, Caesars Virginia will provide to the City reports for the previous quarter with respect to the following:

- i. A work-in-progress report on the construction of the Project, which report shall include a detailed narrative of the status of all work up to the date of the report, a progress payment report listing all payments made by or on behalf of Caesars Virginia and payment amounts made to date on the Project, to whom such payments were made and for what goods or services rendered.
- ii. Adjusted gross revenue tax returns to the State for the months within the previous quarter, with documentation of the amount of complimentary gaming for such periods. Such adjusted gross tax returns shall be furnished in writing.

g. Park Option. Caesars Virginia hereby grants to the City an exclusive and irrevocable option (the “Park Option”) to purchase any portion or all of the real property identified as “open space” on the Schoolfield Master Plan, including the abandoned water filtration plant (the “Park Property”). The term of the Option (the “Option Term”) shall be for a ten (10)-year period beginning on the date of this Agreement. The City may exercise the Park Option at any time during the Option Term by giving written notice to Caesars Virginia. Upon the timely and proper exercise of the Park Option, Caesars Virginia agrees to sell and convey, and the City (or an affiliate of the City in its place) agrees to purchase, the Park Property, in accordance with and subject to the terms

and conditions of this Agreement and on other terms and conditions to which the parties shall agree that are not specified herein. The City or its designated agents may enter upon the Park Property upon reasonable prior notice to Caesars Virginia to conduct, at City's sole cost and expense, any inspections, tests, surveys, engineering, environmental, and/or market and economic feasibility studies, and due diligence matters related thereto, concerning the Park Property. The purchase price for the Park Property shall be determined by an independent appraiser mutually acceptable to the City and Caesars Virginia, such purchase being based upon an appraisal conducted by the independent appraiser within six (6) months prior to any purchase by the City. By agreement of the City and Caesars Virginia, the purchase price as determined by the appraiser shall exclude any value otherwise attributable to the aforementioned filtration plant.

h. Donation of Property for Street. Caesars Virginia agrees to donate to the City on or before August 31, 2024, certain property at Wood Avenue adjacent to the reservoir further described on Exhibit "C" attached hereto and incorporated herein by reference (the "Wood Avenue Property") for use for the construction of a road that will meet Virginia Department of Transportation standards. The City or its designated agents may enter upon the Wood Avenue Property upon reasonable prior notice to Caesars Virginia to conduct, at City's sole cost and expense, any inspections, tests, surveys, engineering, environmental, and/or market and economic feasibility studies, and due diligence matters related thereto, concerning the Wood Avenue Property.

i. City Space for the Promotion of Tourism. Caesars Virginia shall provide to the City at a mutually agreed commercially reasonable lease rate an area of approximately 100 square feet at a suitable location near the entrance to the Casino floor for the purpose of locating a desk, promotional kiosks and related facilities to be used to promote local tourism efforts.

9. **Representations and Warranties of Parties.**

a. By Caesars. CEC and Caesars Virginia represent and warrant to each other Party the following:

- i. CEC has disclosed to the City the right of first refusal held by the Eastern Band of Cherokee Indians to participate with Caesars as an investor in the Project ("Cherokee ROFR"), and, with such disclosure to the City, CEC has the full authority to enter into this Agreement.
- ii. Caesars Virginia is a limited liability company duly organized and validly existing under the laws of the State and has all requisite power and authority to enter into and perform its obligations under this Agreement and all other agreements and undertakings to be entered into by Caesars Virginia in connection herewith.
- iii. CEC is a corporation duly incorporated and validly existing under the laws of the State of Delaware and has all requisite power and authority to enter into and perform its obligations under this Agreement and all other agreements and undertakings to be entered into by CEC in connection herewith.

- iv. This Agreement has been duly authorized by all necessary action on the part of, and has been executed and delivered by, CEC and Caesars Virginia; is binding on CEC and Caesars Virginia; and is enforceable against CEC and Caesars Virginia in accordance with its terms, subject to applicable principles of equity and insolvency laws.
- v. Neither CEC nor Caesars Virginia is a party to any agreement, document or instrument that has a material adverse effect on the ability of CEC or Caesars Virginia to carry out their obligations under this Agreement.
- vi. Neither execution of this Agreement nor discharge by CEC or Caesars Virginia of any of its obligations hereunder shall cause CEC or Caesars Virginia to be in violation of any applicable law, or regulation, its charter or other organizational documents or any agreement to which it is a party.
- vii. CEC and Caesars Virginia and their Representatives and Affiliates are in good standing with the Gaming Authorities in each of the jurisdictions in which they or any of their respective Affiliates owns or operates gaming facilities.
- viii. There are no facts that, if known to the Board, would (i) be reasonably likely to result in the denial, restriction, limitation, termination, suspension or revocation of a gaming license, approval, consent or waiver, (ii) result in a negative outcome to any finding of suitability proceedings or other approval proceedings necessary for the transactions contemplated under this Agreement or (iii) be reasonably likely to negatively impact, or cause a delay under, any suitability or other approval proceeding required by the Board to consummate the transactions contemplated hereby.

b. By the City. The City represents and warrants to CEC and to Caesars Virginia as follows:

- i. That it will cooperate with CEC and Caesars Virginia during all phases of the development and operation of the Project and will in good faith meet and confer with CEC and Caesars Virginia regarding any matters directly impacting the Project, including the Referendum, the licensing process by the Board, and the acquisition of other property related to the Project.
- ii. The City is a validly existing municipal corporation and has all requisite power and authority to enter into and perform its obligations under this Agreement, and all other agreements and undertakings to be entered into by the City in connection herewith.
- iii. This Agreement has been duly authorized by all necessary action on the part of and has been or will be duly executed and delivered by the City; is binding on the City; and is enforceable against the City in accordance with its terms, subject to applicable principles of equity and insolvency laws.
- iv. Neither execution of this Agreement nor discharge by the City of any of its obligations hereunder shall cause the City to be in violation of any

applicable law, or regulation, its charter or organizational documents or any agreement to which it is a party.

c. By the IDA. The IDA represents and warrants to CEC and Caesars Virginia as follows:

- i. That it will cooperate with CEC and Caesars Virginia during all phases of the development and operation of the Project and will in good faith meet and confer with CEC and Caesars Virginia regarding any matters directly impacting the Project, including the acquisition of other property related to the Project.
- ii. The IDA is a validly existing political subdivision and has all requisite power and authority to enter into and perform its obligations under this Agreement, and all other agreements and undertakings to be entered into by the IDA in connection herewith.
- iii. This Agreement has been duly authorized by all necessary action on the part of and has been duly executed and delivered by the IDA; is binding on the IDA; and is enforceable against the IDA in accordance with its terms, subject to applicable principles of equity and insolvency laws.
- iv. Neither execution of this Agreement nor discharge by the IDA of any of its obligations hereunder shall cause the IDA to be in violation of any applicable law, or regulation, its charter or organizational documents or any agreement to which it is a party.

10. **Affirmative Covenants of Caesars Virginia.**

a. Damage or Destruction. In the event of damage to or destruction of improvements at the Project or any part thereof by fire, casualty or otherwise, Caesars Virginia, at its sole expense and whether or not the insurance proceeds, if any, shall be sufficient therefor, (i) shall promptly repair, restore, replace and rebuild the improvements, as nearly as possible to the same condition that existed prior to such damage or destruction using materials of an equal or superior quality to those existing in the improvements prior to such casualty, or (ii) if such repair, restoration, replacement or rebuild under clause (i) would be commercially unreasonable or if in the reasonable commercial discretion of Caesars Virginia, an alternative purpose would be anticipated to create greater economic benefit to the Parties than the prior use of such improvements, Caesars Virginia shall promptly repair, restore, replace or rebuild in a manner to repurpose such damaged or destroyed improvements for such an alternative purpose which shall be explained to the City in writing. Caesars Virginia shall obtain a permanent certificate of occupancy as soon as practicable after the completion of any such restoration.

b. Condemnation. If a Major Condemnation occurs, this Agreement shall terminate, and no Party to this Agreement shall have any claims, rights, obligations, or liabilities towards any other Party arising after termination, other than as provided for herein. If a Minor Condemnation occurs or the use or occupancy of the Project or any part thereof is temporarily requisitioned by a civil or military Governmental Authority, then (a) this Agreement shall continue in full force and effect; and (b) Caesars Virginia (i) shall promptly perform all restoration required in

order to repair any physical damage to the Project caused by the Condemnation, and to restore the Project, to the extent reasonably practicable, to its condition immediately before the Condemnation, or (ii) if such repair under clause (i) would be commercially unreasonable or if, in the reasonable commercial discretion of Caesars Virginia, an alternative purpose would be anticipated to create greater economic benefit to the Parties than the prior use of such condemned portion, Caesars Virginia shall promptly repair, restore, replace or rebuild the damage to the Project caused by the Condemnation in a manner to repurpose the affected areas of the Project for such an alternative purpose which shall be explained to the City in writing. Caesars Virginia shall obtain a permanent certificate of occupancy as soon as practicable after the completion of any such work.

11. **Negative Covenants of Caesars Virginia.**

a. Mortgage. Caesars Virginia agrees that it shall not enter into any Mortgage unless such Mortgage is with a Suitable Lender and shall provide that (i) the Mortgagee shall not transfer or assign its interest in any Mortgage without the City’s prior written consent, except to a Suitable Lender; and (ii) if, as the result of a Loan Default, the Mortgagee forecloses upon or otherwise acquires all or part of Caesars Virginia’s interest in the Project, the Mortgagee (or the Nominee of the Mortgagee) or transferee of the Mortgagee’s interest in the Project shall expressly accept and agree to assume all of the terms, covenants and provisions of this Agreement contained to be observed and performed by Caesars Virginia and become bound to comply therewith. As used in this Agreement, the word “Nominee” shall mean a Person who is designated by Mortgagee to act in place of the Mortgagee solely for the purpose of holding title to the Project and performing the obligations of Caesars Virginia hereunder.

b. No Transfer of Development Agreement or Interest in Schoolfield Property.

- i. Except for the Cherokee ROFR, Caesars Virginia shall not, whether by operation of law or otherwise, Transfer this Agreement or the Schoolfield Property or any interest in either without the prior written consent of the City, which consent shall not be unreasonably withheld. This provision shall not be construed to prohibit the transfer of the Schoolfield Property to a real estate investment trust specializing in casino properties, so long as either CEC or Caesars Virginia is a lessee of the Schoolfield Property and CEC and Caesars Virginia remain liable under this Agreement.
- ii. Caesars Virginia shall not enter into any agreement for the management of the Project (other than with a Caesars entity) without the prior written consent of the City, which consent shall not be unreasonably withheld.

c. No Transfer of Ownership Interest. Except for the Cherokee ROFR:

- i. For purposes of this Section, “Restricted Owner” means (i) Caesars Virginia and (ii) any Person who directly or indirectly owns or holds any interest in Caesars Virginia other than any Person who would be a Restricted Owner due solely to that Person’s ownership of (x) a Direct or Indirect Interest in a publicly traded corporation or (y) a less than five

percent (5%) Direct or Indirect Interest in Caesars Virginia unless, in the case of clause (y), upon completion of any Transfer the transferee will in the aggregate own or hold a five percent (5%) or more Direct or Indirect Interest in Caesars Virginia. The covenants that Caesars Virginia is to perform under this Agreement for the City's benefit are personal in nature. The City and IDA are relying upon Caesars Virginia in the exercise of its skill, judgment, reputation and discretion with respect to the Project. Any Transfer by a Restricted Owner of (x) any direct ownership interest in Caesars Virginia, whether held by virtue of partnership, limited liability company, corporation or other form of entity; or (y) any ownership interest in any Restricted Owner, whether held by virtue of partnership, limited liability company, corporation or through other form of entity shall require the prior written consent of the City, provided that with respect to a Transfer by any Restricted Owner other than a Transfer by Caesars Virginia, any Affiliate of Caesars Virginia, the City shall not unreasonably withhold its consent to any Transfer.

- ii. Nothing contained in this Section shall prevent a Transfer of (x) an ownership interest in a Restricted Owner by: (i) Parent Company or an Affiliate of Parent Company to an entity which has succeeded to all or a substantial portion of the assets of Parent Company or such Affiliate; or (ii) any Person (1) to that Person's spouse, child or parent ("Family Members"); (2) to an entity whose beneficial owners consist solely of such transferor and/or the Family Members of the transferor; (3) to the beneficial owners of the transferor if the transferor is an entity; (4) to any Person who owns any Direct or Indirect Interest in any Restricted Owner; (5) to any Person to whom the City previously has consented to a Transfer; (6) by operation of law; and (7) to an institutional lender on account of a pledge to such lender or (y) an ownership interest in Caesars Virginia or Restricted Owner or in any Affiliate of Caesars Virginia or Restricted Owner in connection with a registered public offering.
- iii. All transferees shall hold their interests subject to the restrictions of this Section.

12. **Notices to City.** As soon as practicable after obtaining knowledge or notice thereof, Caesars Virginia shall deliver to the City, together with copies of all relevant documentation with respect thereto:

- a. Receipt of written notice of any matured event of default under any Financing or Mortgage related to the Project.
- b. Receipt of notice of all summons, citations, directives, complaints, notices of violation or deficiency, and other communications from any Governmental Authority other than the City, asserting a violation of Governmental Requirements applicable to the Project.

c. Receipt of notice of any pending or, to the knowledge of any Party, as appropriate, threatened action, suit, arbitration or other proceeding or investigation by any Governmental Authority or any other Person (i) challenging or seeking damages in connection with the transactions contemplated by this Agreement or (ii) seeking to restrain or prohibit the consummation of any action under the Agreement.

d. Receipt of notice by Caesars Virginia from the Board which asserts a violation of the Act or other Gaming Laws.

e. Any damage or destruction to the Project which in the judgment of Caesars Virginia may require a closure or shutdown of Casino operations of more than three (3) days.

13. **Defaults; Remedies.**

a. Events of Default.

The occurrence of any of the following shall constitute an “Event of Default” under this Agreement:

- i. Subject to Force Majeure, if CEC or Caesars Virginia or the City fails to substantially perform or comply with any commitment, agreement, covenant, term or condition (other than those specifically described in any other subparagraph of this Section), and in such event if said defaulting Party shall fail to remedy any such default within ten (10) days after receipt of written notice of default with respect thereto (the “Cure Period”); provided, however, that if any such default is reasonably susceptible of being cured within sixty (60) days, but cannot with due diligence be cured by the defaulting Party within ten (10) days, and if the defaulting Party commences to cure the default within ten (10) days and diligently prosecutes the cure to completion, then the defaulting Party shall not during such period of diligently curing be in default hereunder as long as such default is completely cured within sixty (60) days of the first notice of such default to said defaulting Party; provided, however, that if the cure can be accomplished by the payment of money, the failure to pay is not a diligent commencement of a cure;
- ii. If CEC or Caesars Virginia shall make a general assignment for the benefit of creditors or shall admit in writing its inability to pay its debts as they become due;
- iii. If CEC or Caesars Virginia shall file a voluntary petition under any title of the federal bankruptcy code, as amended from time to time, or if such petition is filed against CEC or Caesars Virginia and an order for relief is entered, or if CEC or Caesars Virginia shall file any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or any future federal bankruptcy code or any other present or

- future applicable federal, state or similar statute or law, or shall seek or consent to or acquiesce to or suffer the appointment of any trustee, receiver, custodian, assignee, liquidator or similar official of CEC or Caesars Virginia, or of all or any substantial part of its properties or of the Project or any interest therein of Caesars Virginia;
- iv. If within ninety (90) days after the commencement of any proceeding against CEC or Caesars Virginia seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or similar statute or law, such proceeding shall not have been dismissed; or if within ninety (90) days after the appointment, without the consent or acquiescence of CEC or Caesars Virginia, of any trustee, receiver, custodian, assignee, liquidator or other similar official of CEC or Caesars Virginia or of all or any substantial part of its properties or of the Project or any interest therein of Caesars Virginia, such appointment shall have not been vacated or stayed on appeal or otherwise, or if within ninety (90) days after the expiration of any such stay, such appointment shall not have been vacated;
 - v. If any representation or warranty made by CEC or Caesars Virginia hereunder is intentionally false or in the opinion of the City misleading in any material respect when made and such false or misleading representation or warranty has a material adverse effect on the Project;
 - vi. If a default shall occur, which has not been cured within any applicable cure period, or if there is any attempted withdrawal, disaffirmance, cancellation, repudiation, disclaimer of liability or contest of obligations (other than a contest as to performance of such obligations) under any agreement which guarantees the payment or performance of any of the obligations of CEC or Caesars Virginia to the City and/or IDA hereunder, other than as may be permitted in such agreement;
 - vii. If Caesars Virginia fails to maintain in full force and effect policies of insurance meeting the requirements hereunder and in such event Caesars Virginia fails to remedy such default within five (5) Business Days after Caesars Virginia's receipt of written notice of default with respect thereto from the City;
 - viii. If the construction of the Project at any time is discontinued or suspended for a period of twenty (20) consecutive calendar days, except if subject to a Force Majeure event and is not restarted prior to Caesars Virginia's receipt of written notice of default hereunder;
 - ix. If Final Completion does not occur by the Final Completion Date;
 - x. If Caesars Virginia fails to obtain its Casino License or the Casino License is revoked by a final, non-appealable order or Caesars Virginia fails to renew its Casino License or the Casino License is suspended for a period of five (5) days or longer or has received written notice of a violation of the conditions of the Casino License; or

- xi. If CEC or Caesars Virginia fails to make any of those payments described in this Agreement when required and fails to make such payment within five (5) days after the applicable due date.

b. Remedies

- i. Subject to the limitations set forth herein, the following remedies shall be available to Caesars Virginia in the case of an Event of Default by the City or IDA and to the City in the case of an Event of Default by Caesars Virginia: (i) to institute and prosecute proceedings to terminate this Agreement; (ii) to institute and prosecute proceedings to enforce in whole or in part the specific performance of this Agreement, and/or to enjoin or restrain the breaching Party from commencing or continuing said breach, and/or to cause the breaching Party by injunction to correct and cure said breach or threatened breach (a “Specific Performance Proceeding”); and (iii) to institute and prosecute proceedings for actual damages as a result of said breach (“Actual Damages”).
- ii. If the City or IDA fails to perform an act required under this Agreement within the time specified in this Agreement (or if no time is specified, within a reasonable time), Caesars Virginia shall have available all rights and remedies under applicable law, in equity, or under this Agreement, on a cumulative basis, and the exercise by Caesars Virginia of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach.
- iii. If Caesars Virginia fails to perform an act required under this Agreement within the time specified in this Agreement (or if no time is specified, within a reasonable time), the City or IDA shall have available all rights and remedies under applicable law, in equity, or under this Agreement, on a cumulative basis, and the exercise by the City or IDA of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach.

14. **Miscellaneous.**

a. Assignment. Except as specifically set forth herein, this Agreement may not be assigned, in whole or in part, by any Party without the prior written consent of all other Parties, and all of the terms, conditions and covenants shall be binding on any successor or assignee of such assigning Party. The City acknowledges and agrees that this Agreement (and all documents, agreements, understandings and arrangements relating to the transaction contemplated hereby) may be pledged or otherwise collaterally assigned by Caesars Virginia, its successors or assigns at any time and on one or more occasions in order to provide security to a lender, mezzanine lender, or equity holder in connection with a Financing or equity contribution. Upon request of Caesars Virginia, the City shall execute and deliver a commercially reasonable estoppel certificate concerning this Agreement for the benefit of the entity designated by Caesars Virginia.

b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of law principles.

c. Construction. This Agreement has been negotiated by the Parties hereto, including the exhibits attached hereto, shall not be deemed to have been negotiated and prepared by any Party solely, but by each of them.

d. Venue. Any dispute that may arise in connection with this Agreement shall be resolved by the Circuit Court for the City of Danville or the United States District Court for the Western District of Virginia, Danville Division, by virtue of their respective jurisdiction. The Parties hereto hereby irrevocably submit to, and give up any objection to, the exercise of jurisdiction by either of those courts. The Parties hereto will not seek dismissal of a proceeding or ask to move it to another court on the ground that resolution of the dispute in any of these courts is not convenient or in the interests of justice. The Parties shall not seek a jury trial in any action based upon or arising out of this Agreement. The Parties will not seek to consolidate any such action with any other action in which trial by jury has not been waived.

e. Default. If there is an Event of Default by any Party to this Agreement, the non-defaulting Party shall give written notice of any such Event of Default to the Party in default to the address listed in this Agreement. Such defaulting Party shall have the Cure Period, if any is specifically applicable, to cure any such default or to request a formal meeting to resolve any such Event of Default with the non-defaulting Party to be held during any applicable Cure Period (the “Formal Meeting”). If such default is not cured within any applicable Cure Period, or if a Formal Meeting does not occur within any applicable Cure Period, then either Party may demand a mediation between the Parties to resolve such default.

f. Mediation.

- i. Good faith mediation shall be a condition precedent to the filing of any litigation in law or equity by any Party against another Party relating to this Agreement. Before the remedies provided for in this Agreement may be exercised by any Party, such Party shall give written notice to the other Parties that such Party believes that an Event of Default or impasse under this Agreement may have occurred, specifying the circumstances constituting the Event of Default or impasse in sufficient detail that the other Party will be fully advised of the nature of the Event of Default or impasse. The responding Party shall prepare and serve a written response thereto within ten (10) business days of receipt of such notice. A meeting shall be held within ten (10) business days after the response between the Parties to attempt in good faith to negotiate a resolution of the dispute.
- ii. If the Parties are unable to resolve the dispute through the above process, the Parties shall attempt to resolve the controversy by engaging a single mediator, experienced in the subject matter, to mediate the dispute. The mediator shall be mutually selected by the Parties to the controversy and

conduct mediation at a location to be agreed upon by the Parties or, absent agreement, by the mediator. Within five (5) Business Days of selection, the mediator shall be furnished copies of the notice, this Agreement, response and any other documents exchanged by the Parties. Should the Parties be unable to agree upon a single mediator within five (5) Business Days of the written response of the responding Party, the Parties jointly shall agree upon the selection of a neutral third party agreed upon by the Parties to appoint a mediator, experienced and knowledgeable in the matters which are the subject of the dispute. The costs of the mediator and the mediation shall be shared equally by the Parties to the dispute.

- iii. If the Parties and the mediator are unable to settle the same within thirty (30) calendar days from selection, or such other time as the Parties agree, either Party, in its sole discretion, may pursue litigation in order to resolve the dispute.
- iv. The Parties' consent to selection of a mediator by any court shall not constitute consent to jurisdiction of such court or waiver of defenses as to venue or jurisdiction.
- v. Each Party agrees to be responsible for its own attorney's fees in the mediation.

g. Default Rate. All amounts owed by Caesars Virginia to the City and/or IDA pursuant to any provision of this Agreement shall bear interest at the Default Rate from the due date (but if no due date is specified, then fifteen (15) Business Days from demand for payment) until paid.

h. Entire Agreement. This Agreement, and all the documents and agreements described or referred to herein, including any exhibits attached hereto, constitute the full and complete agreement between the Parties with respect to the subject matter hereof, and supersedes and controls in its entirety any and all prior agreements, understandings, representations and statements whether written or oral by any of the Parties.

i. No Joint Venture. The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish, on the one hand, Caesars Virginia or any parent entity, and, on the other hand, the City and the IDA, as joint venturers or partners.

j. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

k. Captions. The captions of this Agreement are for convenience of reference only and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

l. Amendments.

- i. This Agreement may not be modified or amended except by a written instrument signed by all the Parties.
- ii. The Parties acknowledge that the Board may, subsequent to the date of this Agreement, promulgate regulations under or issue interpretations of or policies or evaluation criteria concerning the Act, which regulations, interpretations, policies or criteria may conflict with, or may not have been contemplated by, the express terms of this Agreement. In addition, the Parties acknowledge that environmental permits and approvals may necessitate changes to this Agreement. In such event, the Parties agree to negotiate in good faith any amendment to this Agreement necessary to comply with the foregoing two sentences, whether such changes increase or decrease either of the Parties' respective rights or obligations hereunder.

m. Effect of Force Majeure. If the ability of CEC or Caesars Virginia, or its agents and contractors, to perform their obligations under this Agreement is affected by an event of Force Majeure, CEC or Caesars Virginia shall promptly (i) notify the City in writing of such event of Force Majeure, (ii) supply the City with available information about the event of Force Majeure and its cause, and (iii) exercise Commercially Reasonable Efforts to eliminate the disabling effects of such event of Force Majeure. Only the obligations of CEC or Caesars Virginia which are incapable of performance because of the event of Force Majeure shall be suspended and only during the continuance of the event of Force Majeure. Notwithstanding anything to the contrary in this Agreement, it is understood and agreed by the Parties that Caesars Virginia shall only be obligated to pay the City the Minimum Gaming Fee Payment pro-rated for such portion of the Fiscal Year prior to or following the resolution of the occurrence of an event of Force Majeure.

n. Insurance. Caesars Virginia shall maintain in full force and effect insurance coverage in such amounts and types of coverage as are commercially reasonable and/or required by law and typical for First Class Casino Standards. In any instance where work is to be performed by Caesars Virginia on City infrastructure or a permit is to be issued by the City, the appropriate entity doing same shall name the City, its officers, employees and consultants as additional insureds for the coverage appropriate to such activity being performed and provide the City with an appropriate accord certificate.

o. Indemnification by CEC and Caesars Virginia. CEC and Caesars Virginia shall defend, indemnify, and hold harmless the City and each of its officers, agents, employees, contractors, subcontractors, attorneys, and consultants (collectively the "Indemnitees" and individually an "Indemnitee") from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties, and causes of action, including reasonable fees and expenses for attorneys, arising out of (1) Caesars Virginia's development, construction, ownership, possession, use, condition, occupancy, or abandonment of the Project or the Schoolfield Property; (2) any breach of any warranty or the inaccuracy of any representation made by Caesars Virginia or CEC contained or referred to in this Agreement or in any certificate or other writing delivered by or on behalf of Caesars Virginia or CEC pursuant to the terms of this Agreement; (3) the release of any hazardous or

toxic substance, by Caesars Virginia or anyone performing work on behalf of such entity at the Project, the Schoolfield Property or any portion thereof, to the environment arising or resulting from any work or things whatsoever done in or at the Project, the Schoolfield Property or any portion thereof, or in or at off-site improvements or facilities used or constructed by Caesars Virginia or any of its contractors or subcontractors in connection with the Project or the Schoolfield Property pursuant to the terms of this Agreement; and (4) any breach or failure by Caesars Virginia to perform any of its covenants or obligations under this Agreement. Such duty to defend exists regardless of any ultimate liability of Caesars Virginia or the City.

In any action or proceeding brought against any Indemnitee based upon any claim in respect of which CEC or Caesars Virginia has agreed to indemnify said Indemnitee, Indemnitee shall have the right to choose its own legal counsel (at Caesars Virginia's expense) and make all decisions relating to the dispute, including, without limitation, the litigation strategy and the terms of any settlement, provided the legal fees shall be at standard rates applicable in the City for attorneys with the requisite experience in such matter.

Notwithstanding anything to the contrary contained in this subsection, CEC and Caesars Virginia shall not indemnify and shall have no responsibility to any Indemnitee for any matter to the extent caused by any gross negligence or willful misconduct, including but not limited to any illegal act, of such Indemnitee.

p. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original document and together shall constitute one instrument.

q. Notices. Any notice, demand or other communication which any Party may desire or may be required to give to any other Party shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) U.S. mail (but excluding electronic mail), addressed to a Party at its address set forth below, or to such other address as the Party to receive such notice may have designated to all other Parties by notice in accordance herewith:

If to the City:	City of Danville Attn: City Manager 427 Patton Street Danville, Virginia 24541
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With a copy to:	City of Danville Attn: City Attorney 427 Patton Street Danville, VA 24541
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If to the IDA:	Industrial Development Authority of Danville, VA Attn: Director of Economic Development 427 Patton Street Danville, Virginia 24541
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If to Caesars Virginia or any parent entity:	Caesars Entertainment, Inc. Attn: Edmund L. Quatmann, Jr. Chief Legal Officer
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One Caesars Palace Drive
Las Vegas, NV 89109

15. Parent Guaranty. CEC hereby irrevocably guarantees the prompt payment and performance of the obligations of Caesars Virginia under this Agreement.

16. Definitions.

The terms defined in this Agreement shall have the meanings indicated below. Definitions which are expressed by reference to the singular or plural number of a term shall also apply to the other number of that term.

(a) “Act” is defined in the Preamble to this Agreement as Title 58.1, Chapter 41 of the Code of Virginia, and includes the Act as amended from time to time, together with all rules and regulations issued by the Board in connection therewith or promulgated thereunder.

(b) “Actual Damages” is defined in Section 13.b. of this Agreement.

(c) “Additional Properties” is defined in Section 7.c. of this Agreement.

(d) “Adjusted Gross Receipts” shall have the same meaning “adjusted gross receipts” as defined in Section 58.1-4100 of the Act.

(e) “Affiliate” means a Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, another Person. For purposes of clarification, Affiliates of Caesars Virginia include, without limitation, CVA Holdco, LLC, a Delaware limited liability company, which is owned in part and managed by Caesars Resort Collection, LLC, a Delaware limited liability company, which is a subsidiary of Caesars Growth Partners, LLC, itself a Delaware limited liability company, which is a subsidiary of Caesars Entertainment, Inc., a Delaware corporation (collectively, “Caesars”).

(f) “Agreement” means this Agreement.

(g) “Anticipated Opening Date” means the date that Caesars Virginia anticipates achieving Final Completion of the Project and opening the Project to the public, which may be before or after the Final Completion Date.

(h) “Board” means the Virginia Lottery Board, or its successors, and its staff and director.

(i) “Business Day” means all weekdays except Saturday and Sunday and those that are official legal holiday of the City, State or the United States government. Unless specifically stated as “Business Days,” a reference to “days” means calendar days.

(j) “Caesars Virginia” means Caesars Virginia, LLC or its successors or assigns as permitted hereunder.

(k) “Casino” is defined in Section 3.b. and includes any portion of the Project wherein gaming is conducted by Caesars Virginia pursuant to this Agreement, including all buildings,

improvements, equipment, and facilities used or maintained in connection with and in support of such gaming.

(l) “Casino Gaming Operations” means any gaming operations permitted under the Act and offered or conducted at or in connection with or related to the Project.

(m) “Casino License” means the license issued by the Board to operate the Casino and engage in Casino Gaming Operations.

(n) “CEC” means Caesars Entertainment, Inc.

(o) “Cherokee ROFR” is defined in Section 9.a. of this Agreement.

(p) “City” means the City of Danville, Virginia, a municipal corporation of the Commonwealth of Virginia.

(q) “City Council” means the City Council of the City.

(r) “City Manager” means the City Manager of the City.

(s) “Commercially Reasonable Effort” means the effort, time, and costs a prudently managed company desirous of achieving a result would use, expend, or incur in similar circumstances to achieve such outcome, provided that such outcome is within the reasonable control of the company and the company is not required to expend funds or assume liabilities beyond those that are commercially reasonable in nature and amount in the context of the transaction.

(t) “Condemnation” means a taking of all or any part of the Project by eminent domain, condemnation, compulsory acquisition or similar proceeding by a competent authority for a public or quasi-public use or purpose.

(u) “Conference Center” is defined in Section 3.d. of this Agreement.

(v) “Control(s)” or “Controlled” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, as such terms are used by and interpreted under federal securities laws, rules and regulations.

(w) “Corridor” and “Corridor Fund” are defined in Section 6 of this Agreement.

(x) “Cure Period” is defined in Section 13.a. of this Agreement.

(y) “Default Rate” means a rate of interest at all times equal to the greater of (i) the rate of interest announced from time to time by American National Bank and Trust Co., or its successors (“Bank”), at its City office, as its prime, reference or corporate base rate of interest, or if Bank is no longer in business in the City or no longer publishes a prime, reference or corporate base rate of interest, then the prime, reference or corporate base rate of interest announced from time to time by such local bank having from time to time the largest capital surplus, plus four percent (4%) per annum or (ii) twelve percent (12%) per annum, provided, however, the Default Rate shall not exceed the maximum rate allowed by applicable law.

(z) “Direct or Indirect Interest” means an interest in an entity held directly or an interest held indirectly through interests in one or more intermediary entities connected through a chain of

ownership to the entity in question, taking into account the dilutive effect of the interests of others in such intermediary entities.

(aa) “Event of Default” is defined in Section 13.a. of this Agreement.

(bb) “Family Members” is defined in Section 11.c. of this Agreement.

(bb) “Final Completion” means for the Project, the completion of the Work, as evidenced by the entitlement to or receipt of a certificate of occupancy by the appropriate Governmental Authority for all components to which a certificate of occupancy would apply, and that one hundred percent (100%) of the parking area or structure, Hotel, Casino, the Venue, the Conference Center, the retail floor space and restaurant floor space are open to the public for their intended use (and/or in the case of the retail and restaurant floor spaces, are completed as shells and available for leasing).

(bb) “Final Completion Date” means December 31, 2024.

(cc) “Financing” means the act, process or an instance of obtaining funds for the Project, whether secured or unsecured, including but not limited to (i) issuing securities; (ii) drawing upon any existing or new credit facility; or (iii) contributions to capital by any Person.

(dd) “Finish Work” means the finishes which create the internal and external appearance of the Project.

(ee) “First Class Casino Standards” means the standards of quality and operations described on Exhibit “A” attached hereto and incorporated herein by reference.

(ff) “Fiscal Year” means the fiscal year that ends on the last day of the fiscal year of the City. The first Fiscal Year shall be the period commencing on the date the Project is open to the public and ending on the last day of the fiscal year of the City in which the Project is open to the public. The term “Full Fiscal Year” means any Fiscal Year containing not fewer than three hundred sixty-five (365) days. The partial Fiscal Year commencing after the end of the last Full Fiscal Year and ending with the termination of this Agreement shall constitute a separate Fiscal Year.

(gg) “Force Majeure” means the following events or circumstances, to the extent that they delay or otherwise adversely affect the performance beyond the reasonable control of Caesars Virginia, or its agents and contractors, of their duties and obligations under this Agreement, or the performance by the City or the IDA of their respective duties and obligations under this Agreement:

(1) Strikes, lockouts, labor disputes, inability to procure materials, failure of utilities, labor shortages or explosions;

(2) Changes in Governmental Requirements by any Governmental Authority, first effective after the date of this Agreement;

(3) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires and other casualties, landslides, earthquakes, epidemics, pandemics, quarantine, pestilence, and/or abnormal inclement weather;

(4) Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrections, riots, civil disturbances, or national or international calamities;

(5) Concealed and unknown conditions of an unusual nature that are encountered below ground or in an existing structure;

(6) Any temporary restraining order, preliminary injunction or permanent injunction, or mandamus or similar order, unless based in whole or in part on the actions or failure to act of Caesars Virginia;

(7) Causes (other than insufficiency of financial resources) beyond the reasonable control of the Party seeking the benefits of this definition; or

(8) In the case of the City or the IDA, an Event of Default on the part of CEC or Caesars Virginia, and in the case of CEC or Caesars Virginia, an Event of Default on the part of the City or the IDA.

(hh) “Formal Meeting” is defined in Section 14.e. of this Agreement.

(ii) “Gaming Authorities” means the Virginia Lottery Board and all other agencies, authorities and instrumentalities of the City, State, or the United States, or any subdivision thereof, having jurisdiction over the gaming or related activities at the Project, including their respective successors.

(jj) “Gaming Laws” means all laws (including the Act), including any rules, regulations, judgments, injunctions, orders, decrees or other restrictions of any Gaming Authority, applicable to the gaming industry or Indian Tribes or the manufacture, sale, lease, distribution or operation of gaming devices or equipment, the design, operation or distribution of internet gaming services or products, online gaming products and services, the ownership or operation of current or contemplated casinos, sports wagering, online gaming or any other gaming activities and operations.

(kk) “Governmental Approvals” is defined in Section 8.c. of this Agreement.

(II) “Governmental Authority” or “Governmental Authorities” means any federal, state, county or municipal governmental authority, including all executive, legislative, judicial and administrative departments and bodies thereof (including any Gaming Authority) having jurisdiction over the Project.

(mm) “Governmental Requirements” means all laws (including the Act), ordinances, statutes, executive orders, rules, zoning requirements and agreements of any Governmental Authority that are applicable to the acquisition, remediation, renovation, demolition, development, construction and operation of the Project including all required Permits, approvals or findings of suitability, and any rules, guidelines or restrictions enacted or imposed by Governmental Authorities, but only to the extent that such laws, ordinances, statutes, executive orders, zoning requirements, agreements, Permits, approvals, rules, guidelines and restrictions are valid and binding on Caesars Virginia and Caesars Virginia would be required to comply with the same without regard to this Agreement.

(nn) “Hotel” is defined in Section 3.c. of this Agreement.

(oo) “IDA” means the Industrial Development Authority of the City.

(pp) “including” and any variant or other form of such term means including but not limited to.

- (qq) “Indemnatee” and “Indemnitees” are defined in Section 14.0. of this Agreement.
- (rr) “Loan Default” means an event of default or default or event or condition which, with respect to Caesars Virginia without further notice or passage of time, would entitle a mortgagee to exercise the right to foreclose upon, acquire, possess or obtain the appointment of a receiver or other similar trustee or officer over all or a part of Caesars Virginia’s interest in the Project.
- (ss) “Major Condemnation” means a Condemnation either (i) of the entire Project, or (ii) of a portion of the Project if, as a result of the Condemnation, it would be imprudent or unreasonable to continue to operate the Project even after making all reasonable repairs and restorations.
- (tt) “Minimum Gaming Fee Payment” is defined in Section 5.b. of this Agreement.
- (uu) “Minor Condemnation” means a Condemnation that is not a Major Condemnation.
- (vv) “Mortgage” means a mortgage or deed of trust on all or any part of Caesars Virginia’s interest in the Project.
- (ww) “Mortgagee” means the holder from time to time of a mortgage or deed of trust on all or any part of Caesars Virginia’s interest in the Project.
- (xx) “Net Gaming Revenue” means “adjusted gross receipts” as defined in the Act as reported to the State by Caesars Virginia, less “free play” or complimentary credits provided to patrons that can be documented by Caesars Virginia.
- (yy) “Nominee” is defined in Section 11.a. of this Agreement.
- (zz) “Offer” is defined in Section 7.c. of this Agreement.
- (aaa) “Parent Company” means CEC and its successors and assigns.
- (bbb) “Percentage Gaming Fee Payment” is defined in Section 5.b. of this Agreement.
- (ccc) “Permits” means all licenses, findings of suitability, permits, approvals, consents and authorizations that Caesars Virginia is required to obtain from any Governmental Authority, including but not limited to the City, to perform and carry out its obligations under this Agreement including permits and licenses necessary to demolish, build, open, operate and occupy the Project.
- (ddd) “Person” means an individual, a corporation, partnership, limited liability company, association or other entity, a trust, an unincorporated organization, or a governmental unit, subdivision, agency or instrumentality.
- (eee) “Project” means the Casino, the Hotel, the Venue, the Conference Center and all buildings, parking areas, structures, recreational or entertainment facilities, restaurants or other dining facilities, bars and lounges, retail stores and other amenities that are connected with, or operated in such an integral manner as to form a part of the same operation whether on the same tract of land or otherwise.
- (fff) “Referendum” is defined in Section 1.a. of this Agreement.
- (ggg) “Representatives” means a Person’s respective members, managers, officers or directors.

- (hhh) “Restricted Owner” is defined in Section 11.c. of this Agreement.
- (iii) “Schoolfield Property” is defined in the Preamble to this Agreement.
- (jjj) “Smokestacks Threshold” is defined Section 7.b. of this Agreement.
- (kkk) “Specific Performance Proceeding” is defined in Section 13.b. of this Agreement.
- (lll) “State” means the Commonwealth of Virginia.
- (mmm) “Suitable Lender” means a lender suitable or otherwise qualified under the Gaming Laws.
- (nnn) “Term” is defined in Section 2 of this Agreement.
- (ooo) “Transfer” means (i) any sale (including agreements to sell on an installment basis), assignment, transfer, alienation, merger, consolidation, reorganization, liquidation, or any other disposition by operation of law or otherwise, and (ii) the creation or issuance of new or additional interests in the ownership of any entity.
- (ppp) “Upfront Payment” is defined in Section 5.a. of this Agreement.
- (qqq) “Venue” is defined in Section 3.e. of this Agreement.
- (rrr) “Work” means site preparation work and/or construction of the improvements in accordance with the construction documents for the Project and includes labor, materials and equipment to be furnished by a contractor or subcontractor.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

CITY OF DANVILLE,
a Virginia municipal corporation

**INDUSTRIAL DEVELOPMENT
AUTHORITY OF DANVILLE, VA**,
a political subdivision of the Commonwealth
of Virginia

By: Kenneth F. Larking
Its: City Manager

By: T. Neal Morris
Its: Chairman

CAESARS VIRGINIA, LLC,
a Delaware limited liability company
By: CVA Holdco, LLC,
its sole member

CAESARS ENTERTAINMENT, INC.,
a Delaware corporation

By:
Its:

By:
Its:

Exhibit “A”

First Class Casino Standards

First Class Casino Standards shall mean the specifications, standards, policies and requirements adopted and as may be amended or supplemented from time to time by CEC, any related entity or their respective Affiliates for constructing, renovating, equipping, furnishing, managing, operating, licensing, maintaining, refurbishing and marketing developments under the Caesars brand, which shall be (i) at a level generally considered to be in effect at all or substantially all of the hotels and resorts operated under such brand from time to time, and (ii) consistent with the standards and requirements set forth in this Agreement. In determining the specific or referenced standards applicable to clause (i) above for the physical and operational standards of Caesars Virginia, the standards at the Caesars Southern Indiana, effective August 12, 2020, shall constitute the primary standard of reference, taking into consideration the unique nature and character of any such development’s location (as well as the different amenities, facilities and staffing as a result thereof). The First Class Casino Standards, as applied to both the operational and physical components of all Caesars developments, shall be subject to change over time as CEC, any related entity or their respective Affiliates may determine in their sole discretion, provided that no such revisions shall result in a material adverse change in the overall quality of the Project and level of service at the Caesars Virginia without the City’s prior written acknowledgement thereof.

Exhibit “B”

Costs of Infrastructure Improvements to be Paid by Caesars Virginia

- Signal warrant study for Memorial Dr. and Bishop Road – \$4,528.59
- Original traffic study by EPR – \$32,196.86
- Traffic signal design for Memorial and Bishop – \$59,500.00
- Traffic signal construction for Memorial and Bishop –\$298,907 (estimate)
- Crosswalks and other minor concrete work related to the temporary casino – \$9,210.34

Exhibit “C”

Description of Real Property to be Donated to City (Section 8.h.)

“Wood Avenue Property”

See Plat of Survey for Caesars Virginia, LLC, The City of Danville, Virginia, The Industrial Development Authority of Danville, Virginia, and 1076 Schoolfield, LLC and Showing Dedication of 1.976 Acre Right-of-Way for Wood Avenue, Part of Property Identification Nos. 51530, 60540, and 60542, Danville, Virginia, Dated February 15, 2024, and Recorded in the Office of the Clerk of the Circuit Court for Danville, Virginia, on _____, 2024, as Instrument No. _____.

Council Letter City of Danville, Virginia



CL - 1298

NEW BUSINESS T.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Fiscal Year 2024 Budget Appropriation for the Victim Witness Grant Program

From: Henrietta Weaver, Budget Director

COUNCIL ACTION

An Ordinance Amending the Fiscal Year 2024 Budget Appropriation Ordinance to Provide for a Grant from the State for a Victim Witness Program in the Amount of \$164,687, with a Local Match of \$2,000 for a Total of \$166,687, and Appropriating Same.

First Reading

SUMMARY

The City received notice from the Commonwealth of Virginia Department of Criminal Justice Services of the approval of Federal funding in the amount of \$164,687, with a local match of \$2,000, for the continuation of the City's Victim/Witness Assistance Program which is operated through the Commonwealth Attorney's Office. The Victim/Witness Assistance Program provides assistance to victims of criminal offenses (e.g. rape, felonious assault, child sexual and physical abuse, homicide, domestic violence) occurring in Danville. The program provides direct and referral services to meet specific needs (e.g. mental health, social services, legal, medical) and files claims for crime victim's compensation. The program also provides a court escort, an explanation of criminal court procedures, intervenes with employers, collection agencies and landlords when a victim's injuries result in loss of income, and monitors court related restitution payments.

BACKGROUND

The goal of the Victim/Witness Assistance Program is to alleviate the confusion, pain, and suffering experienced by innocent victims of violent crime occurring in Danville. This is an annual grant.

RECOMMENDATION

It is recommended that Council adopt the attached ordinance Amending the Fiscal Year 2024 Budget Appropriation Ordinance.

Attachments

1. Ordinance
-

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2024 - _____._____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024 BUDGET APPROPRIATION ORDINANCE TO PROVIDE FOR A GRANT FROM THE STATE FOR A VICTIM WITNESS PROGRAM IN THE AMOUNT OF \$164,687, WITH A LOCAL MATCH OF \$2,000 FOR A TOTAL OF \$166,687, AND APPROPRIATING SAME.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Danville, Virginia that the Fiscal Year 2024 Budget Appropriation Ordinance be, and it is hereby, amended by increasing revenues to provide for a grant from the Commonwealth of Virginia, Department of Criminal Justice Services, in an amount of \$164,687, with a local match of \$2,000, for the purpose of operating a victim witness program within the City of Danville, and appropriating same within the Special Grants Fund, such revenue and appropriation to be a follows:

ANTICIPATED REVENUES

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Victim Witness Grant Federal Aid	60301350-48055	\$164,687
Local Share Transfer in from General Fund	60301352-6101	2,000
	Total	<u><u>\$166,687</u></u>

EXPENDITURES

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Victim Witness Grant		
Salaries & Wages	60301350-51100	\$130,837
Salaries & Wages	60301352-51100	2,000
Other Taxable Compensation	60301350-51155	1,247
FICA	60301350-51450	9,874
Retirement VRS	60301350-51500	15,905
VRS Disability Insurance	60301350-51636	446
Print Shop – Office Supplies	60301350-52655	2,025
Postage	60301350-54050	500
Telephone/Internet	60301350-54100	400
Travel/Training	60301350-54900	988
Subsistence	60301350-54905	465
	Total	<u>\$166,687</u>

AND BE IT FURTHER ORDAINED, that a transfer from Special Grants
Unallocated revenue and appropriation is hereby authorized to cover the local share as follows:

TRANSFER FROM

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Special Revenue Fund		
Transfer In from General Fund	60098000-6101	(\$ 2,000)
Unallocated	60098000-6999	(\$ 2,000)

AND BE IT FINALLY ORDAINED that all other accounts and provisions of the
Fiscal Year 2024 Budget Appropriation Ordinance, as amended, not hereby amended, shall
continue in 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 - 1275

NEW BUSINESS U.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Fiscal Year 2024 Budget Appropriation Ordinance for a Department of Criminal Justice Services Grant for School Resource Officers.

From: Steve Richardson, Police Captain

COUNCIL ACTION

An Ordinance Amending the Fiscal Year 2024 Budget Appropriation Ordinance by Increasing Revenue from Virginia Department Criminal Justice Services Fiscal Year 2024 School Resource Officer Grant Program in the Amount of \$88,117 and a Local Share in the Amount of \$29,749 for a Total Appropriation of \$117,866 and Appropriating Same.

First Reading

BACKGROUND

This is a continuation of a Department of Criminal Justice Services grant from Fiscal Year 2023 which provided for the hiring of two School Resource Officers, one for George Washington High School and one for Westwood Middle School.

RECOMMENDATION

Staff recommends that City Council adopt the attached ordinance amending the Fiscal Year 2024 Budget Appropriation Ordinance.

Attachments

1. Ordinance
-

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2024 - _____.

AN ORDINANCE AMENDING THE FISCAL YEAR 2024 BUDGET APPROPRIATION ORDINANCE BY INCREASING REVENUE FROM VIRGINIA DEPARTMENT CRIMINAL JUSTICE SERVICES FISCAL YEAR 2024 SCHOOL RESOURCE OFFICER GRANT PROGRAM IN THE AMOUNT OF \$88,117 AND A LOCAL SHARE IN THE AMOUNT OF \$29,749 FOR A TOTAL APPROPRIATION OF \$117,866 AND APPROPRIATING SAME.

WHEREAS the City of Danville has been awarded a grant from the Virginia Department of Criminal Justice Services SRO-SSO Grant Program and Fund in the amount of \$88,117; and

WHEREAS the funding will used to hire two School Resources Officers, one assigned to the George Washington High School and the other assigned to the Westwood Middle School, and the School Resource Officers will respond to calls for service and deal with incidents on school property during school hours or during school sanctioned events. They will attempt to identify at-risk juveniles and provide intervention, counseling, or other assistance as needed.

NOW THEREFORE BE IT ORDAINED by the Council of the City of Danville, Virginia that the Fiscal Year 2024 Budget Appropriation Ordinance be, and the same is hereby, amended by increasing revenues to anticipate the receipt of funds in the amount of \$88,117 from the Virginia Department of Criminal Justice Services – SRO-SSO Grant Program and Fund and local match funds of \$29,749, for a total of \$117,866, such revenue and appropriation to be as follows:

ANTICIPATED REVENUE

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
DCJS SRO Grant Categorical Aid – State Public Safety	61819000-47060	\$88,117
Local Share Transfer In from General Fund	61819000-6101	29,749
		<u>\$ 117,866</u>

ANTICIPATED EXPENDITURES

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
DCJS SRO Grant	61819999-50	\$117,866

AND BE IT FURTHER ORDAINED, that a transfer from Special Grants Unallocated revenue and appropriation is hereby authorized to cover the local share as follows:

TRANSFER FROM

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Special Revenue Fund Transfer In from General Fund	60098000-6101	(\$ 29,749)
Unallocated	60098000-6999	(\$ 29,749)

AND BE IT FURTHER ORDAINED that this appropriation shall be a continuing appropriation and shall carry forward from year to year until expended for the purpose for which appropriated; and

BE IT FINALLY ORDAINED that all other accounts and provisions of the Fiscal Year 2024 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 - 1325

NEW BUSINESS V.

City Council REGULAR MEETING

Meeting Date: May 7, 2024

Subject: Fiscal Year 2024 Budget Appropriation Ordinance Increasing Revenues to Fund Capital Projects.

From: Henrietta Weaver, Budget Director

COUNCIL ACTION

An Ordinance Amending the Fiscal Year 2024 Budget Appropriation Ordinance by Increasing Revenues from Business Occupancy License Taxes to Fund Capital Projects an Appropriation in the Amount of \$600,000 and Appropriating the Same.

First Reading

SUMMARY

Revenues from business occupancy license taxes are anticipated to exceed previously budgeted amounts. The additional revenues will be appropriated to various capital and special projects.

BACKGROUND

The City's Fiscal Year 2024 Budget Appropriation Ordinance includes an estimate of revenues from business occupancy licenses using the best information available. Due to the effect of market forces, actual receipts are expected to exceed previously estimated amounts.

RECOMMENDATION

It is recommended that the City Council adopt the attached ordinance amending the Fiscal Year 2024 Budget Appropriation Ordinance.

Attachments

1. Ordinance
-

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. 2024 - _____._____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024 BUDGET APPROPRIATION ORDINANCE BY INCREASING REVENUES FROM BUSINESS OCCUPANCY LICENSE TAXES TO FUND CAPITAL PROJECTS AN APPROPRIATION IN THE AMOUNT OF \$600,000 AND APPROPRIATING THE SAME.

WHEREAS, the City anticipates the receipt of an additional \$600,000 in business occupancy license taxes to be used to fund capital and special projects ; and

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Danville, Virginia, that the Fiscal Year 2024 Budget Appropriation Ordinance be, and the same hereby is, amended, by increasing revenues in the General Fund and appropriating same to be as follows:

ANTICIPATED REVENUES

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Business Occupancy License	0100000-40530	\$600,000
Total		<u><u>\$600,000</u></u>

ANTICIPATED EXPENDITURES

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Support of /Transfer to/ Capital:		
Transfer Out to Capital Projects	0199501-6025	\$600,000
Total		<u><u>\$600,000</u></u>

AND BE IT FURTHER ORDAINED, by the Council of the City of Danville, Virginia, that the Fiscal Year 2024 Budget Appropriation Ordinance be, and the same hereby

is, amended, by providing funding in the Capital Projects Undesignated Capital Improvement Funds and appropriating same to be as follows:

ANTICIPATED REVENUES

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Transfer In From General Fund	60000000-6101	<u>\$600,000</u>

ANTICIPATED EXPENDITURES

<u>Description</u>	<u>Account No.</u>	<u>Amount</u>
Unallocated Funds	60000000-6999	<u>\$600,000</u>

AND BE IT FINALLY ORDAINED, that all other accounts and provisions of the Fiscal Year 2024 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