

**LYNCHBURG CITY COUNCIL
PHYSICAL DEVELOPMENT COMMITTEE**

Tuesday, August 11, 2020
8:00 a.m.

Information Items:

Recent/Pending Contract Awards:

- N/A

Priority Projects Update:

- Presented by Lee Newland

General Business:

1) Fleetwood Drive ROW Vacation

- Presented by Victoria Glasgow

Roll Call:

Pc: Bonnie Svrcek, City Manager
Reid Wodicka, Deputy City Manager
John Hughes, Assistant City Manager
Council Members
Gaynelle Hart, Director of Public Works
News & Advance

Next Meeting: September 8, 2020

Lynchburg Capital Projects Greater Than \$1 Million (General Fund)

August 11, 2020

Projects of Interest	Phase	Phase Completion	US	MD	Notes
John Capron Road	Construction	July 2020			Construction Underway by Counts & Dobyns - Weather Delays - Paving Underway
Memorial Ave. Storm Drainage/Reconstruction/Repave	Construction	August 2020			Construction Underway by Boxley
Main Street Renewal Project	Construction	November 2021			Construction Underway
Trail From Linkhorne to Ed Page Entrance	Construction	September 2020			Construction Underway by Coleman Adams
Lakeside Drive Bridge Over Blackwater - Design-Build	Design / Construction	June 2023			Awarded To English / AECOM - Design Underway - Public Meeting Held 8/6 - Expect to Start Construction Late August
CSO - Wastewater Treatment Plant Project	Construction	January 2021			On-Going
One Way Pairs @ 501/221	Design	November 2020			30% Plan Comments Back From VDOT & FHWA - VE Study Performed in June - Working on Comment Responses
Downtown Watermain Replacement & Streetscape 2	Design	May 2019			Design @ 90%. Project Shelved
Police Department Headquarters	Pre-Design	September 2020			Spatial Needs Assessment, Geo-Tech & Site Plan Analysis Underway
Link Road Bridge	Design	October 2020			90% Plans Being Reviewed - Working on Easements
Fifth Street Phase 4	Design	October 2020			30% Plans being Reviewed

LEGEND

Schedule -

Green ● 0-5% Behind

Yellow ● 5-10% Behind

Red ● > 10% Behind

V V VDOT Managed

Budget -

Green ● 0-10% Over

Yellow ● 10-20% Over

Red ● > 20% Over

V V VDOT Managed

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **August 11, 2020 – Physical Development Committee**

AGENDA ITEM #:

CONSENT:
ACTION: **X**

REGULAR: **X**
INFORMATION:

WORK SESSION:

CLOSED SESSION:
(Confidential)

ITEM TITLE: Vacate a portion of Fleetwood Drive

KEY ELEMENTS:

☐ Economic Development ☐ Excellent Government ☒ Natural and Built Environment ☐ Safe Community ☒ Vibrant Community

RECOMMENDATION: Approval of the right-of-way vacation of a portion of Fleetwood Drive.

SUMMARY: Fleetwood Drive Properties, LLC (Chris Kiger) is petitioning to vacate a portion of the Fleetwood Drive right-of-way located off of Fleetwood Drive. The total area of the proposed vacation is approximately twenty-seven thousandths (0.27) of an acre.

The area to be vacated includes a paved residential driveway. The vacation would not impact vehicle or pedestrian access along Fleetwood Drive.

PRIOR ACTION(S): June 30, 2020: The Technical Review Committee (TRC) reviewed the petition.

FISCAL IMPACT: Based on the zoning of the adjacent lots and property frontage, the value of the property is anticipated to range from \$2011 to \$5782.

CONTACT(S): Victoria Glasgow, Neighborhood Planning Coordinator – 455-3900
Kent White, Community Development Director – 455-3900

ATTACHMENT(S):

- Ordinance
- Application
- Plat
- Title Work

REVIEWED BY: raw

UNCODIFIED ORDINANCE:

AN ORDINANCE VACATING A PORTION OF RIGHT-OFF WAY KNOWN AS FLEETWOOD DRIVE.

WHEREAS, Fleetwood Drive Properties, LLC, is petitioning to vacate a portion of right-of-way known as Fleetwood Drive; and

WHEREAS, City Council finds that no public inconvenience will result from vacating the right of way; and

WHEREAS, City Council determined that the City has no need for the portion of public right-of-way in question and the City's continued ownership of such public right-of-way is not necessary or required to serve the best interest of the City;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lynchburg, on its own motion, and in accordance with the provisions of Section 15.2-2006 of the Code of Virginia, 1950, as amended, and Sections 35-71 through 35-77 of the City Code, 1981, as amended, the following described right of way be, and the same hereby is, discontinued and vacated, namely:

COMMENCING AT A 1/2 INCH REBAR FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF FLEETWOOD DRIVE, SAID POINT BEING COMMON TO PROPERTY OF DEBRA KAY FARISH; THENCE ALONG SOUTHERLY LINE OF FLEETWOOD DRIVE THE FOLLOWING COURSES, SOUTH 75 DEGREES 46 MINUTES 31 SECONDS EAST 55.43 FEET TO A MAGNETIC NAIL FOUND, ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 11 MINUTES 56 SECONDS A RADIUS OF 50.00 FEET A LENGTH OF 2.79 FEET A CHORD OF 2.79 FEET AND A CHORD BEARING OF SOUTH 74 DEGREES 10 MINUTES 34 SECONDS EAST TO THE TRUE POINT OF BEGINNING; THENCE ALONG A NEW RIGHT OF WAY LINE SOUTH 72 DEGREES 34 MINUTES 36 SECONDS EAST 139.57 FEET TO A 1/2 INCH REBAR FOUND; THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 139 DEGREES 34 MINUTES 00 SECONDS, A RADIUS OF 15 FEET A LENGTH OF 36.54 FEET A CHORD OF 28.15 FEET AND A CHORD BEARING OF SOUTH 36 DEGREES 00 MINUTES 13 SECONDS WEST TO A 1/2 INCH REBAR FOUND; THENCE SOUTH 33 DEGREES 46 MINUTES 47 SECONDS EAST 153.46 FEET TO A 1/2 INCH REBAR FOUND; THENCE SOUTH 56 DEGREES 13 MINUTES 13 SECONDS WEST 50.00 FEET TO A 1/2 INCH REBAR FOUND; THENCE NORTH 33 DEGREES 46 MINUTES 47 SECONDS WEST 240.64 FEET TO A MAGNETIC NAIL FOUND; THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 38 DEGREES 47 MINUTES 09 SECONDS A RADIUS OF 50.00 FEET A LENGTH OF 33.86 FEET A CHORD OF 33.21 FEET AND A CHORD BEARING OF SOUTH 53 DEGREES 10 MINUTES 41 SECONDS EAST TO A THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 0.2698 ACRES (11752.77 SQUARE FEET).

Provided, however, that any easement to locate, relocate, repair, replace, maintain and perpetually operate all utilities currently located therein or needed by the City in the future is hereby reserved unto the City of Lynchburg and the construction of a permanent structure over any utility line without the prior written approval of the City is prohibited.

BE IT FURTHER ORDAINED that the Clerk of Council is hereby authorized and directed to deliver a duly certified copy of this ordinance to the Clerk of the Circuit Court for the City of Lynchburg so that said certified copy of this ordinance may be recorded as deeds are recorded and indexed in the name of the City of Lynchburg, and the City Manager is hereby authorized to sign any documents that may be needed to complete the vacation of the right-of-way.

Adopted:

Certified: _____
Clerk of Council

APPLICATION FOR THE VACATION OF
Undeveloped & Unnamed Public Right of Way
LOCATED

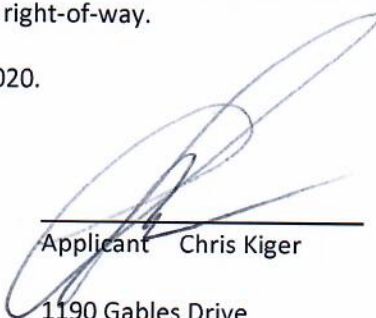
On Southerly Side of Fleetwood Drive Approximately 899.4 Feet East of Turtle Creek Road

The undersigned applicant, Fleetwood Drive Properties, LLC, pursuant to the provisions of Section 15.2-2006 of the Code of Virginia, 1950, as amended, and Section 35-71 through Section 35-77 of the City Code 1981, as amended, respectfully makes application to the Lynchburg City Council for the vacation of that certain unnamed right-of-way described as follows:

COMMENCING AT A 1/2 INCH REBAR FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF FLEETWOOD DRIVE, SAID POINT BEING COMMON TO PROPERTY OF DEBRA KAY FARISH; THENCE ALONG SOUTHERLY LINE OF FLEETWOOD DRIVE THE FOLLOWING COURSES, SOUTH 75 DEGREES 46 MINUTES 31 SECONDS EAST 55.43 FEET TO A MAGNETIC NAIL FOUND, ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 11 MINUTES 56 SECONDS A RADIUS OF 50.00 FEET A LENGTH OF 2.79 FEET A CHORD OF 2.79 FEET AND A CHORD BEARING OF SOUTH 74 DEGREES 10 MINUTES 34 SECONDS EAST TO THE TRUE POINT OF BEGINNING; THENCE ALONG A NEW RIGHT OF WAY LINE SOUTH 72 DEGREES 34 MINUTES 36 SECONDS EAST 139.57 FEET TO A 1/2 INCH REBAR FOUND; THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 139 DEGREES 34 MINUTES 00 SECONDS, A RADIUS OF 15 FEET A LENGTH OF 36.54 FEET A CHORD OF 28.15 FEET AND A CHORD BEARING OF SOUTH 36 DEGREES 00 MINUTES 13 SECONDS WEST TO A 1/2 INCH REBAR FOUND; THENCE SOUTH 33 DEGREES 46 MINUTES 47 SECONDS EAST 153.46 FEET TO A 1/2 INCH REBAR FOUND; THENCE SOUTH 56 DEGREES 13 MINUTES 13 SECONDS WEST 50.00 FEET TO A 1/2 INCH REBAR FOUND; THENCE NORTH 33 DEGREES 46 MINUTES 47 SECONDS WEST 240.64 FEET TO A MAGNETIC NAIL FOUND; THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 38 DEGREES 47 MINUTES 49 SECONDS A RADIUS OF 50.00 FEET A LENGTH OF 33.86 FEET A CHORD OF 33.21 FEET AND A CHORD BEARING OF SOUTH 53 DEGREES 10 MINUTES 41 SECONDS EAST TO A THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 0.2698 ACRES (11752.77 SQUARE FEET).

The applicant further requests the Lynchburg City Council to hold a public hearing on this application at its meeting to be held in the Council Chamber, City Hall, 900 Church Street, Lynchburg, VA on September 8, 2020, conclusion of which hearing to consider whether or not to vacate the above described portion of undeveloped and unnamed right-of-way.

Given under my hand this 8th day of June, 2020.


Applicant Chris Kiger

1190 Gables Drive
Forest, VA 24551
Address

434-841-3000
Phone Number

WE, THE ADJOINING PROPERTY OWNER(S) ARE IN AGREEMENT TO THE VACATION OF THE ABOVE DESCRIBED PROPERTY:

DRAWING SHOWING
UNDEVELOPED & UNNAMED PUBLIC RIGHT OF WAY TO BE VACATED
ON SOUTHERLY SIDE OF FLEETWOOD DRIVE
APPROXIMATELY 899.4 FEET EAST OF TURTLE CREEK ROAD
LYNCHBURG, VIRGINIA

THIS DRAWING HAS BEEN PREPARED FROM RECORD DATA. SEE PLAT TITLED "PLAT SHOWING RESURVEY FOR PROPERTY OF FLEETWOOD DRIVE PROPERTIES, LLC" AND DATED "6/1/2020". SAID PLAT IS RECORDED IN INSTRUMENT 200003585.

THIS DRAWING WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.

THIS DRAWING WAS PREPARED AS PART OF CITY OF LYNCHBURG RIGHT OF WAY VACATION APPLICATION PROCESS AND IS NOT INTENDED FOR ANY OTHER PURPOSE.

THIS DRAWING WAS COMPLETED AT THE REQUEST OF FLEETWOOD DRIVE PROPERTIES, LLC.

VA. STATE PLANE COORDINATE
SOUTH ZONE-U.S. SURVEY FOOT
NAD_83(2011)(EPOCH: 210.0000)
2/25/2020

TM #22909008
FLEETWOOD DRIVE
PROPERTIES, LLC
INSTR #200000888
0.6672 ACRES

N:3666732.76
E:11279171.80
IPF

N:3666704.96
E:11279130.24
IPF

EXISTING RIGHT OF WAY PROPOSED FOR VACATION
0.2698 ACRES - 11752.77 SQ FT
SEE DB 617 PG 131 & PC 1 PG 341 FOR ORIGINAL
RIGHT OF WAY DEDICATION.
THIS AREA WILL BE ABSORBED BY PROPOSED
FLEETWOOD SUBDIVISION WHICH IS UNDER REVIEW
BY CITY AT THIS TIME.

FLEETWOOD DRIVE R/W DATA
SEE DB 214 PG 441(C.C.)
FOR CONVEYANCE TO CAMPBELL COUNTY
FOR R/W
(30' WIDE STRIP)

THIS CURRENT SURVEY CALLS FOR
VARIABLE WIDTH R/W ALONG
FLEETWOOD DRIVE AS RECORDS FOR
PROPERTIES ON THE NORTH SIDE OF
ROAD DO NOT APPEAR TO HOLD TO A
30' WIDE STRIP.
VARIOUS RECORD PLATS FOR THIS
AREA INDICATE SEVERAL DIFFERENT
R/W WIDTHS.

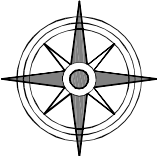
TM #23602001
FLEETWOOD DRIVE
PROPERTIES, LLC
INSTR #200000888
PC 1 SLIDE 341
11.9590 ACRES

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00	2.79	2.79	S74°10'34"E	3°11'56"
C2	15.00	36.54	28.15	S36°00'13"W	139°34'00"
C3	50.00	33.86	33.21	N53°10'41"W	38°47'49"

TM #22909003
DEBRA KAY FARISH
DB 839 PG 445
DB 262 PG 462(C.C.)

LEGEND
○ IPF IRON PIN FOUND
○ MNF MAGNETIC NAIL FOUND





P**S**

PIEDMONT
SURVEYORS
PLLC

3831 OLD FOREST ROAD - SUITE 6
LYNCHBURG, VA 24501
434-426-9510
WWW.PIEDMONTSURVEYORS.COM

PROJECT NO. 2020-1123
DRAWING NO. 2020-1123-2
DATE 6/8/2020
SCALE 1" = 40'
SHEET 1 OF 1

July 23, 2020

City Planning and Community Development
900 Church Street
Lynchburg, VA 24504

RE: FLEETWOOD DRIVE RIGHT-OF-WAY

To Whom It May Concern:

This firm represents Fleetwood Drive Properties, LLC. I have been asked to investigate the title to a right-of-way previously dedicated to the City of Lynchburg, in order to determine ownership of the currently platted right-of-way area, and so as to insure future care and upkeep of the land. Said right-of-way is located off of Fleetwood Drive and shown on the attached application.

Whereas, the above-mentioned right-of-way was created by a subdivision plat entitled, "SUBDIVISION SHOWING LOT 2, PART OF J. L. REYNOLDS ESTATE BEING PART OF LOT 6, BLACK ROCK FARM LYNCHBURG – VIRGINIA...", made by Maurice Overstreet, C.L.S., dated May 20, 1982, and of record in the Clerk's Office of the Circuit Court for the City of Lynchburg in Deed Book 617 at Page 133 and in Plat Cabinet 1 at Page 341.

Whereas, the original owner, Nona B. Reynolds, did not reserve fee in the streets.

Whereas, the right-of-way was located in the City of Lynchburg at the time of dedication and is still located in the City of Lynchburg.

Whereas, Virginia is a common-law state.

Whereas the portion of the right-of-way, which the abutting property owner wishes to vacate, only leads to the property of said property owner and has never been open to the public.

Therefore, it is my opinion that the title to the unimproved portion of the right-of-way, which the abutting property owner wishes to vacate, is currently vested in the abutting property owner, Fleetwood Drive Properties, LLC, who will be responsible to provide for maintenance and up-keep of that unimproved area in the future.

Please contact our office should you have any questions or concerns.

Sincerely,


Sam M. Patel, Esq.

Physical Development Committee – 8:00 a.m.
Finance Committee – CANCELED

A G E N D A
City Council Meeting of August 11, 2020
Council Chamber
City Hall, 900 Church Street, Lynchburg, VA 24504

4:00 P.M.
Work Session

- #1. Lynchburg Police Department Workload Study
- #2. Briefing on Communications Plan for Refuse, Brush, and Bulk Collection
- #3. Receive an update on the revenue collections received in several key City revenue sources and a report on utility disconnects
- #4. Consideration of Appointment of City Manager
- #5. Roll Call

7:30 P.M.
City Council Agenda Items

COUNCILMEMBER NELSON WILL GIVE THE INVOCATION

GENERAL POLICY REGARDING PUBLIC PARTICIPATION AT CITY COUNCIL MEETINGS

Each speaker shall clearly state his or her name and locality of residence.

The City Council agenda is divided into four sections.

CONSENT AGENDA: This section includes routine items. All items may be approved by one vote.

PUBLIC HEARINGS: This section includes all public hearings as required by law or as Council may direct.

Procedure:

- Staff will make a presentation.
- For zoning petitions, the applicant or his or her representative shall have ten (10) minutes to make a presentation.
- Comments will then be solicited from those in favor.
- Comments will then be solicited from those in opposition.

During the public hearing, 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 that group at the beginning of his or her remarks. A group may have only one spokesperson. After public comments have been received, for zoning petitions, 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. Upon the conclusion of public comments or the applicant's rebuttal, the public hearing will be closed and the matter referred to Council for deliberation.

PUBLIC COMMENT: Public comment shall be for the purpose of allowing members of the public to present any matter, which, in their opinion, deserves the attention of the Council. They shall not serve as a forum for debate with the Council. Individuals may speak up to three (3) minutes; or group spokesperson up to five (5) minutes. Once Council has heard a presentation from a citizen or organization on a particular subject, the citizen or organization may not make another presentation on the same subject within three (3) months of the first presentation, except by a majority vote of the members of Council present and voting.

GENERAL BUSINESS: This section includes items of a general nature to be considered by Council.

City Council may make exceptions to these rules at its discretion. Prior to a meeting, any questions which citizens may have regarding any item on the agenda may be addressed to City Council or the City Administration. The following numbers are provided for the convenience of the citizens:

CITY COUNCIL 455-3995

MAYOR 455-3995

CITY MANAGER 455-3990

A reasonable charge may be made for copying and other activities related to responding to long and involved inquiries.

CITIZENS OFTEN EXPRESS CONFLICTING AND DIVERSE POSITIONS REGARDING SPECIFIC ISSUES UNDER CONSIDERATION. TO ENCOURAGE CITIZEN PARTICIPATION AND TO AVOID INTIMIDATION TO PERSONS WHO MAY EXPRESS SOMETIMES UNPOPULAR OPINIONS, APPLAUSE, CHEERS, OR JEERS FROM THE AUDIENCE ARE NOT PERMITTED. WHEN APPEARING BEFORE CITY COUNCIL, CITIZENS MAY NOT ENGAGE IN BEHAVIOR THAT INTIMIDATES OR INSULTS OTHERS, ENGAGE IN DISRUPTIVE BEHAVIOR, USE PROFANITY OR VULGAR LANGUAGE, PROMOTE PRIVATE BUSINESS VENTURES OR CAMPAIGN FOR PUBLIC OFFICE.

* **PREVIOUSLY DISCUSSED AND/OR CONSIDERED BY CITY COUNCIL**

RECOGNITIONS

- ❖ Central Virginia Planning District Commission to present City Manager Bonnie Svrcek with a Resolution of Appreciation.
 - ❖ City Council to present City Manager Bonnie Svrcek for her over 21 Years of Service to the City.
-

CONSENT AGENDA

- #6. Consideration of adopting minutes from the June 1, 2020 Special Meeting
 - #7. Consideration of adopting minutes from the June 3, 2020 Special Meeting
 - #8. Consideration of adopting minutes from the June 18, 2020 Special Meeting
 - #9. Consideration of adopting minutes from the June 30, 2020 Swearing-in Ceremony
 - #10. Consideration of adopting minutes from the July 1, 2020 Organizational Meeting
 - #11. Consideration of adopting minutes from the July 14, 2020 Meeting
 - #12. Review and approve the guidelines for the operation of the City Council's Finance Committee
 - *#13. Consideration to adopt a resolution #R-20-057 to amend the FY 2021 City/Federal/State Aid Fund budget and appropriate \$215,142 with resources from the Commonwealth of Virginia Department of Social Services (VDSS) through the Employment Advancement for Temporary Assistance for Needy Families (TANF) Participants Community Wealth Building (CWB) Grant (BEN-19-113) to prepare participants to enter and maintain employment with the prospect of a career path and wage growth.
 - *#14. Consideration to adopt a resolution #R-20-058 to amend the FY 2021 City/Federal/State Aid Fund budget and appropriate \$119,825 with resources of \$107,400 from the Commonwealth of Virginia Department of Social Services (VDSS) through the Employment Advancement for Temporary Assistance for Needy Families (TANF) Participants Community Wealth Building (CWB) Grant (BEN-19-024) and \$12,425 from an in-kind match, with the objective of furthering local efforts to reduce the poverty rate and increase median household income.
 - *#15. Consideration to adopt a resolution #R-20-060 to amend the FY 2021 City/Federal/State Aid Fund budget and appropriate \$1,994 with resources from the Virginia Department of Housing and Community Development Virtual Training Support Grant to purchase mobile computing equipment for Community Development Inspections staff to use for training.
-

PUBLIC HEARING

- #16. Consideration of adopting an ordinance approving the rezoning petition of Across the Bridge, LLC to rezone approximately four hundred thirteen thousandths (.413) acres at 421 Rivermont Avenue, 610 Rodes Street, and 412 Blackford Street from R-4, High Density Residential District to B-4, Urban Commercial District to allow the use of an existing building as fifteen (15) dwelling units and the construction of a parking area.
#O-20__
- #17. Consideration of adopting a resolution approving Milestone Tower Limited Partnership IV, d/b/a Milestone Communications for a conditional use permit at 1501 Fenwick Drive to allow the construction of a one hundred fifty-four (154) foot monopole to be used for telecommunications in an R-1, Low Density Residential District.
#R-20-__

- #18. Consideration of adopting a resolution leasing city-owned property located at 1501 Fenwick Drive, Lynchburg, Virginia, to Milestone Tower Limited Partnership-IV, for installation, maintenance, and operation of a telecommunication monopole and associated facilities.
#R-20-___
- #19. Consideration of introducing a resolution amending the Fiscal Year 2021 Budget for the twelve month period beginning July 1, 2020 and ending June 30, 2021 and appropriating supplemental funds from the Coronavirus Aid, Relief, and Economic Security (CARES) Act for the City of Lynchburg to cover expenditures related to the City's coronavirus (COVID-19) response beginning March 1, 2020 and ending December 30, 2020.
#R-20-___

GENERAL BUSINESS

- #20. Consideration of introducing a resolution authorizing the issuance of up to \$200,000,000 in bonds through the Economic Development Authority (EDA) of the City of Lynchburg for the benefit of Centra Health, Inc.
#R-20-___
- #21. Consideration of introducing a resolution approving the First Amendment to the 2011 Emergency Communications Regional Cooperative Agreement, allowing Campbell County to join the Regional Radio System.
#R-20-___
- #22. Consideration of introducing a resolution amending the FY 2021 City/Federal/State Aid Fund budget and appropriate \$59,586 with resources of \$29,793 from the Virginia Office of Emergency Medical Services – Rescue Squad Assistance Fund (RSAF) and \$29,793 from the FY 2021 General Fund Fire Department budget to purchase (4) Lucas 3 chest compression devices for the Fire Department.
#R-20-___
- #23. Consideration of introducing a resolution amending the FY 2021 City/Federal/State Aid Fund budget and appropriate \$360,431 with resources of \$250,000 from the 2020 US Department of Justice, Office of Community Oriented Policing Services (COPS) Hiring Program, and the 30.6389% required local cash match of \$110,431.
#R-20-___
- #24. Review and approve the guidelines for the operation of City Council's Physical Development Committee (PDC).
- #25. Consideration of a closed meeting to discuss the appointment of a Clerk of Council, pursuant to Section 2.2-3711(A.) (1) of the Code of Virginia, 1950, as amended.

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **August 11, 2020**

AGENDA ITEM #: **1**

CONSENT:
ACTION:

REGULAR:
INFORMATION: **X**

WORK SESSION: **X**

CLOSED SESSION:
(Confidential)

ITEM TITLE: Lynchburg Police Department Workload Assessment

KEY ELEMENTS:

☒ Economic Development ☒ Excellent Government ☐ Natural and Built Environment ☒ Safe Community ☒ Vibrant Community

RECOMMENDATION: Hear a presentation from the Chief of Police regarding workload assessment and staffing needs.

SUMMARY:

During the Fiscal Year 2020 budget deliberations, Chief Zuidema advised City Council that the Lynchburg Police Department (LPD) initiated a Department-wide workload assessment study in the summer of 2019. Council requested that LPD provide the results of this workload assessment once completed.

This presentation is intended to be the start of a conversation with City Council particularly as discussions begin regarding FY 2022 budget development.

PRIOR ACTION(S): None.

FISCAL IMPACT: To be determined.

CONTACT(S): Chief Ryan M. Zuidema, (434) 455-6171

ATTACHMENT(S): LPD Workload Assessment Powerpoint Presentation to City Council 8-11-2020
LPD Workload Assessment City Council Executive Summary
LPD 2019 Workload Assessment

REVIEWED BY: bms

095A

Lynchburg Police Department Workload Assessment



City Council Work Session
August 11, 2020

Purpose and Outline

- Purpose: Provide information to City Council on the results and recommendations of the Lynchburg Police Department's (LPD) workload assessment.
- Outline:
 - Overview
 - Analysis
 - Results
 - Other considerations
 - Conclusion



Overview

- Why it was conducted:
 - Determine necessary staffing levels to meet organizational goals
 - Respond to City Council request during FY 2020 budget discussions
- How it was conducted:
 - Intelligence (Intel) Unit
- Methodology/standards used:
 - International Association of Chiefs of Police (IACP)
 - International City/County Management Association (ICMA)



Analysis

- Field Operations Bureau:
 - Thirteen (13) officers and two (2) sergeants
 - Additional community engagement
 - Driving Under the Influence (DUI)
 - Permanent Special Investigations Response Team (SIRT)
- Field Support Division:
 - One (1) officer and one (1) part-time professional staff
 - Community Action Team (CAT)
 - Crime Prevention



Analysis

- Criminal Investigations Division:
 - Seven (7) detectives and two (2) professional staff
 - Digital Forensics
 - Investigations
 - Sexual assault and domestic violence
 - Administrative Assistant
 - Property and Evidence Coordinator
- Special Investigations Division:
 - Three (3) detectives and three (3) professional staff
 - Vice and Narcotics Unit
 - Intel Unit



Analysis

- Professional Standards Division:
 - One (1) additional sergeant
 - Internal audits and quality control
 - Increased community demands
- Staff Support Division:
 - One (1) additional officer
 - Recruiting needs



Analysis

- Administrative Support Division:
 - Five (5) additional professional staff, and a net reduction of two officer positions
 - Transition of Information Desk to professional staff from sworn officers
 - Warrant Officers
 - Animal Control



Analysis

- Finance/Information Technology (IT) Divisions:
 - Five (5) additional professional staff
 - Finance
 - Equipment and Supply
 - Network Administrators
 - Systems Analyst
- Office of the Chief of Police:
 - One (1) additional professional staff
 - Community Relations Coordinator



Results

- Overall number of additional staff needed:
 - Twenty-six (26) sworn positions
 - Sixteen and a half (16.5) professional staff
- Overall outcome regarding sworn officers:
 - Officers do not have enough unaccounted time (30%)
- Moving forward:
 - Looking to address needs creatively
 - Incremental progress over multiple years



Other considerations

- Burnout and Mental Health:
 - Population increase

Population Growth vs. Sworn Officer Growth		
Fiscal Year	Total Sworn Officers	Population Estimates
2010	170	73,726
2011	170	74,849
2012	170	75,657
2013	169	76,467
2014	169	77,626
2015	170	78,158
2016	170	78,755
2017	174	79,237
2018	174	80,131
2019	174	83,206
2020	174	84,296
% Change	2.35%	14.34%



Other considerations

- Burnout and Mental Health:
 - Wellness
 - Injuries

Incidents of Assault on Police by Year						
Year	2015	2016	2017	2018	2019	5 Year Avg.
Total Incidents	40	43	38	43	47	42.2



Other considerations

- Other non-law enforcement-specific duties:
 - Overdoses
 - Emergency Custody Orders (ECOs)/Temporary Detention Orders (TDOs)

ECO/TDO Call Volume by Year				
Year	Emergency Care Order	% Change	Temporary Detention Order	% Change
2015	534	N/A	91	N/A
2016	499	-6.55%	66	-27.47%
2017	533	6.81%	71	7.58%
2018	637	19.51%	72	1.41%
2019	773	21.35%	354	391.67%
5 Year Change		44.76%		289.01%



Conclusions

- Economic Development:
 - Strong correlation between safe community and business recruitment, retention, expansion
- Future of the LPD
 - Accountability, transparency, training
 - Trust and legitimacy
 - Sustained financial commitment from City Council over multiple years



Discussion and Questions



★ YOUR PARTNERS



YOUR PROTECTORS ★



LYNCHBURG POLICE DEPARTMENT WORKLOAD ASSESSMENT EXECUTIVE SUMMARY

A. Overview

1. Why it was conducted: In May of 2019, the Chief of Police for the Lynchburg Police Department (LPD) tasked the Intelligence Unit with conducting a study of the entire department to determine staffing levels required to meet our organizational mission and goals relative to the department's responsibilities. During Fiscal Year 2020 budget deliberations, City Council requested a presentation on this information once completed.
2. How it was conducted: This study involved data collection, interviews with key operational and administrative personnel, on-site observations of the job environment, data analysis, and comparative analysis. The Assessment was performed in-house by LPD staff.
3. Methodology/standards used: The Intelligence Unit analyzed the workload demands using operations research methodology and compared that workload to staffing and deployment levels. Intel analysts reviewed other performance indicators that enabled them to understand the implications of service demand on current staffing. Recommendations developed from this data are based on proven models from the International Association of Chiefs of Police (IACP) and the International City/County Management Association (ICMA). The IACP model suggests that officers should spend no more than 30% of their time on citizen-initiated calls for service.

B. Results

1. Overall numbers: Based on the data gathered in this study, the LPD needs forty-two (42) additional sworn positions and twenty-one and a half (21.5) additional professional staff to address our City's needs related to public safety. However, after additional internal discussion, we have determined that our immediate needs are for twenty-six (26) sworn positions and sixteen and a half (16.5) professional staff. We made this determination based on prioritization of service delivery and cross-functional resource management. The LPD currently has 2.03 officers per 1,000 residents. The average for all sixteen (16) Virginia First Cities is 2.55 officers per 1,000 residents. If Lynchburg followed this average, we would need two hundred and eight (208) officers.
2. Overall outcome: This workload assessment has confirmed that our officers do not have enough unaccounted time during their workdays. This is critical time that allows on-duty officers to engage with the community in a non-enforcement capacity. This engagement is more crucial now than ever so that our officers can build one-on-one relationships and continue to establish trust in our community. Our officers currently spend the majority of their shift moving from call to call with little time available for engagement. Adding 26 additional officers will allow us to better meet our community's expectations and provide genuine personal engagement without compromising public safety service delivery. The disparity in the distribution of workload within the police department is beyond the realm where simply adjusting manpower will correct the issue. The Lynchburg Police Department is grossly understaffed and only additional sworn and professional staff will correct the issue. We can make adjustments in the areas of phone and online reporting, prioritization of specialized positions and moving sworn personnel away from positions that non-sworn personnel can handle. However, these situations only provide small relief and nowhere near the number of officers that are needed to balance the workload or even make it manageable. As the department's workload continues to rise, officers will continue to have less and less time for proactive patrol. The lack of police presence and opportunity to build relationships in neighborhoods could have a dramatic effect on the city's crime rate.
3. Moving forward: As we move into the future of the department, it is imperative for the LPD to determine how we can address some of the needs identified in this workload assessment creatively. This may come in the form of transitioning some sworn positions to professional staff, using additional part-time roles, and hiring directly for specific positions. Additionally, we must ensure that



as we add sworn officer positions, we have sufficient professional staff to support the additional workload. We recognize the fiscal impact of additional positions. As we have discussed previously, our recommendation is to add five (5) sworn positions per year over the next five (5) years. This would be supplemented by the addition of roughly three (3) professional staff positions per year over that same time period. **Every journey begins with the first step, and in this case, an addition of 5, 10, or even 15 officers to the department's allocation could have the dramatic effect of relieving the workload burden and giving officers more free time for proactive community policing.**

C. Analysis

1. Field Operations Bureaus: We have determined that we need an additional thirteen (13) officers and two (2) sergeants in our patrol division. According to our analysis, the average non-supervisory patrol officer working a 12-hour shift dedicates 41.82% of their on-duty time answering citizen-initiated calls for service. This is 11.82% above the 30% standard suggested by the International Association of Chiefs of Police (IACP). Non-supervisory officers who work a 10-hour shift dedicate 38.45% of their time on duty to citizen-initiated calls for service. This is 8.45% above the maximum suggested by IACP.
 - (a) **Additional community engagement.** Community policing has been a foundational pillar of the LPD for many years, and the importance of this organizational philosophy has become even more apparent over the past several weeks. As we have listened to our community in dozens of individual and group conversations since the murder of George Floyd, all have emphasized that they expect their police department to know the residents of our diverse neighborhoods on a personal level. Our current staffing and call volumes can sometimes prevent our beat officers from having the appropriate time to establish these critical relationships. However, if we add officers to patrol, it will spread the call load more evenly, which will allow beat officers more time to get to know the residents in their area.
 - (b) **(Driving Under the Influence) DUIs.** Increased staffing in patrol would allow our officers additional available time to proactively enforce drunk driving laws and maintain the safety of our roadways.
 - (c) **Permanent Special Investigations Response Team (SIRT).** Each summer for the past several years, we have engaged a SIRT, which consists of a group of officers on temporary assignment from their permanent units. These officers focus on addressing violent crime, drugs, gangs, and illegal guns. We have seen immediate and dramatic success with this program each time we implement it, but do not have the staffing to create a full-time SIRT. Staffing this unit full time would continue to decrease our violent crime rates as well as reduce criminal activity associated with gangs and drugs to ensure the safety and well-being of all our residents. This group would work collaboratively with our Community Action Team (CAT) to address resident concerns and neighborhood issues.
2. Field Support Division. We have determined that we need one (1) additional officer in our CAT and one (1) part-time Crime Prevention Specialist.
 - (a) **CAT.** We continue to see increased demand from our community for partnerships with CAT for both one-time events and long-term neighborhood problem-solving.
 - (b) **Crime Prevention.** This position supplements requests for CAT and also provides comprehensive crime prevention assistance to both our business and faith-based communities.
3. Criminal Investigations Division: We have determined that we need an additional seven (7) detectives in our Criminal Investigations Division as well as one additional administrative assistant and one additional Property and Evidence custodian.



- (a) **Digital Forensics.** If we had additional personnel assigned to our digital forensics unit, they would engage in proactive investigations into human trafficking, child pornography, and white-collar crime. The majority of our investigations in these areas are currently reactive.
 - (b) **Investigations.** Due to current workload and available resources, we are required to prioritize the assignment of follow-up investigations based on the number of solvability factors present. This unfortunately results in a number of criminal reports not being investigated to the extent possible if we had additional staffing. We understand this is frustrating for residents who are victims of crimes.
 - (c) **Sexual assault and domestic violence.** At this time, we do not have specialized detectives assigned to investigate sexual assault and domestic violence incidents. Detectives and officers currently handle these sensitive crimes as caseloads permit. Assigning dedicated detectives to work sexual assault and domestic violence cases would best serve the victims of these difficult situations.
 - (d) **Administrative Assistant.** This position would fulfill the administrative duties required of the Deputy Chief of the Investigations and Administration Bureaus.
 - (e) **Property and Evidence Custodian.** This position would supplement the duties of current staff to better manage routine evidence audits, coordinate forensic analysis of evidentiary items, and track the 37,000+ pieces of evidence stored by the department.
4. Special Investigations Division: We have determined that we need an additional three (3) detectives and three (3) intelligence analysts in our Special Investigations Division.
- (a) **Vice and Narcotics (Vice) Unit.** Adding staff to our Vice and Narcotics Unit will allow them to engage in supplemental efforts and enforcement that will mitigate overdoses from opioids and other drugs. These detectives also would focus on historical cases to stem the flow of narcotics into our area.
 - (b) **Intelligence (Intel) Unit.** All operational areas of the department depend upon the Intel Unit analyzing large volumes of disparate information and producing actionable intelligence that is evidence-based. Having additional intel analysts would broaden our ability to identify patterns of criminal activity so we can deploy our resources in a more efficient and effective manner. Additionally, the Virginia State Police currently track sex offenders in our jurisdiction. Having additional intel analysts would allow us to monitor local sex offenders in house.
5. Professional Standards Division: We have determined that we need one (1) additional sergeant in the Professional Standards Division. We currently perform internal audits and quality control as required by the Commission on Accreditation for Law Enforcement Agencies (CALEA), our accrediting agency. However, there are additional internal quality control measures we would like to implement to ensure we remain at the forefront of modern policing and to exhibit the highest level of accountability as an agency. Since the completion of this study, the recent police reform movement has resulted in an increase in requests for additional department accountability. These expectations from the community may require increased staffing in addition to the one position above.
6. Staff Support Division: We have determined that we need one (1) additional recruiter in our Staff Support Division. We continue to see a dramatic decline in applications for police officer positions. Staff assigned to the Personnel and Recruiting Unit perform many duties in addition to recruiting. Having a dedicated recruiter would allow us to expand our efforts to attract the most qualified, diverse candidates to the department.
7. Administrative Support Division: We have determined that we need five (5) additional professional staff and a net reduction of two (2) sworn officer positions in our Administrative Support Division.
- (a) **Information Desk.** We believe the optimal use of sworn staffing would be to transition this area to all professional staff. This would mean moving four (4) officers currently assigned to the Information Desk to other roles and adding four professional staff positions.



- (b) **Warrant Officers.** We need two (2) additional warrant officer positions that would supplement our one current position in attempting to serve the roughly 800 active warrants and protective orders that we hold at any given time.
- (c) **Animal Control.** We need one (1) additional Animal Control Officer to provide greater hours of coverage, which will alleviate the number of animal-related calls sworn officers must handle.
- 8. Finance/Information Technology (IT) Divisions: We have determined that we need one (1) additional Finance position, one (1) Equipment and Supply Coordinator, two (2) Network Administrators, and one (1) System Analyst in our Finance/IT Divisions.
 - (a) **Finance.** Having an additional finance position would provide the capacity to seek out more supplemental grant funding, coordinate grant compliance and auditing as well as facilitate procurement of ongoing technology projects.
 - (b) **Equipment and Supply Coordinator.** Having an additional Equipment and Supply Coordinator would provide additional hours for officers to obtain needed items as well as research new safety-related products and equipment to better serve the needs of our community and officers. This position could also manage compliance with national and state occupational safety standards.
 - (c) **Network Administrator:** As we continue to enhance our use of technology through both hardware components and software programs, it is critical to have a reliable IT network that is supported 24/7 by professional staff. This position would supplement our current Network Administrators to seek out technology and programs that could improve our accountability and transparency.
 - (d) **Systems Analyst.** Having an additional Systems Analyst would allow us to facilitate the creation of additional programs and processes to enhance functional capacity of internal systems. Additionally, this position would analyze future technology needs to ensure maximum system efficiencies.
- 9. Office of the Chief of Police: We have determined that we need one (1) additional Community Relations Coordinator. This position currently is tasked with a variety of internal and external communication responsibilities in addition to strengthening relationships with our community partners. We have seen an increased demand for community engagement and communication that this position is responsible for coordinating.

D. Other considerations

- 1. Burnout and mental health: As our City has grown in population and community demands for our services have increased, we have not seen a proportionate increase in allocated staffing at the LPD. The current low crime rate for Lynchburg is a result of our officers stretching themselves beyond the limit to keep our City safe, but this affects their mental health as they continue to run from call to call with little downtime. It is no secret that police officers across the country feel overworked and at times underappreciated, which has a negative effect on their mental health. In 2019, two hundred and twenty-eight (228) officers in the United States died by suicide. Comparatively, one hundred and forty-seven (147) officers in the United States died in the line of duty. Protecting the overall wellness of our officers, including their mental health, is a priority for the LPD. Over the past several years, as demands on law enforcement have increased and our officers have become overloaded, we have seen many leave our department for local sheriff's offices or the private sector where they will not have the same workload. Having overworked officers also can affect their decision-making and lead to an increase in the potential for injuries. We have had several officers medically retire from the department in recent years after suffering career-ending duty-related injuries.
- 2. Recent States of Emergency: The current climate in law enforcement is unlike anything our profession has ever experienced. In March, the Coronavirus pandemic drastically changed our



operations and our ability to engage with the community. At the end of May, the murder of George Floyd resulted in protests and riots around the country and here in Lynchburg. The resulting movement for police reform is affecting all areas of our operations and our ability to recruit and retain officers. We will not be able to carry out many of the requested police reforms without additional resources. As this assessment has shown, we are already understaffed relative to workload requirements even before recent events.

(a) COVID-19. Our officers had to adapt quickly to new regulations and restrictions while still performing their essential public safety duties to protect our residents and visitors. Many times, it is not possible for our officers to stay six (6) feet away from individuals and virtual policing is not an option for most of our officers. Since the start of the pandemic, we've had an officer spit on by an individual suspected of having COVID, officers doused with bleach by a suspect, and numerous interactions with individuals that had been exposed to the virus. Each night, these officers returned home to their families and prepared themselves to do it again the next day. We continue to take all appropriate precautions, use Personal Protective Equipment, and evaluate processes and practices in response to the ever-evolving status of the virus.

(b) Murder of George Floyd. On May 31, 2020, after several hours of peaceful protests, a gathering at Fifth and Federal streets turned violent when a loud bang was heard in the area. Rioters then began throwing rocks and bricks at our officers and at private property. One officer was sent to the hospital after getting hit in the face with a brick and required several stitches. Rioters shot at officers in our armored vehicle, striking it several times, and caused significant damage to two patrol vehicles – one of which was shot multiple times. An additional LPD vehicle suffered damage as an officer attempted to get to the scene to assist his fellow officers who were being assaulted. The next night, a peaceful protest at Miller Park again turned violent when individuals began to engage in criminal activity that included shooting at two of our officers. These officers returned to work, ready to continue to protect our great City. Since that time, we have seen many peaceful protests and have engaged in dozens of conversations with our residents to learn from them and move our department forward.

3. Other non-law enforcement-specific duties: Over the years, law enforcement has taken on additional roles and responsibilities as society has evolved. We have seen a dramatic increase in overdoses as well as Emergency Custody Orders and Temporary Detention Orders (ECOs and TDOs) in the past several years. These unfunded mandates take our officers away from other calls for service and community engagement opportunities.

(a) Overdoses. Since October 2019, our officers have successfully administered Narcan, a drug that reverses the effects of opiates, to sixteen (16) individuals, saving their lives. Anytime we have an overdose death, we investigate these as potential homicides, which significantly adds to our workload.

(b) ECOs/TDOs. Between 2015 and 2019, our officers responded to an average of five hundred and ninety-five (595) calls for service per year involving an ECO and one hundred and thirty-one (131) calls for service per year for a TDO. During this same time period, the number of ECOs increased by 44.76% and the number of TDOs increased by 289.01%. Over that five-year period, officers spent 4,932 hours on ECOs and 1,779 hours on TDOs. This is an incredible amount of time for our officers to spend on non-criminal calls for service. If our officers did not have to handle these types of calls, it would free them up for additional community engagement and other duties addressed in section C.

E. Conclusion

1. Economic development. For Lynchburg to remain a thriving community, we need to maintain a well-trained and engaged police department that is responsive to community needs. Prospective businesses and new residents routinely look at crime rates and the strength of local educational



systems when determining where to relocate. We want our low crime rate to remain a selling point when attracting new investment in our great City.

2. Future of the LPD. We are committed to accountability, transparency, and the highest level of training to ensure legitimacy in our community as we continue to build trust. Investing in your police department by adding five (5) sworn positions per year over the next five (5) years and three (3) professional staff positions per year over the same time period will allow us to meet the needs of our residents, businesses, and visitors. Providing our community with a professional law enforcement agency requires a sustained financial commitment from City Council. As the LPD continues to evolve, we will maximize efficiencies wherever possible and leverage technology to provide the highest level of service to our residents.

Lynchburg Police Department 2019 Workload Assessment



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Overview

This Workload Assessment provides details of the measureable workload of all areas of the Lynchburg Police Department.

Findings include:

- The patrol function of the Field Operations Bureau is functioning at a level that does not allow officers adequate time to properly patrol their assigned patrol beats.
 - Platoons A, B, D, & E (12 hour shift) spend an average of 41.82% of their patrol time each year on citizen initiated calls for service. This is 11.82% above what is recommended by the International Association of Chiefs of Police (IACP) and the targeted operational labor level for the Lynchburg Police Department.¹
 - Platoon C (10 hour shift) spends an average of 38.45% of their patrol time each year on citizen initiated calls for service. This is 8.45% above the IACP recommendation and Lynchburg Police Department's operational labor goal.
 - To meet the targeted 30% operational labor goal for patrol, an additional 13 officers are needed above the current allocation.
 - Adding 13 additional officers to patrol would require an additional 2 sergeants to balance the supervisory responsibility.
- The Field Operations Bureau Administrative Assistant position's workload is greater than one administrative assistant can handle. One additional Administrative Assistant is needed to balance this workload.
- The Community Action Team's workload is currently higher than the number of allocated officers can support. To meet the average annual workload for CAT, 1 additional officer and 1 part-time crime prevention specialist are needed above the current unit allocation.
- The analysis for the Traffic Unit was complex due to the vast majority of the Traffic Unit's workload being officer driven. The more officers, the greater the workload. The analysis was conducted looking at the current unit allocation and work hours. If additional hours or coverage is needed the workload would change. Additional analysis of the Traffic Unit may be needed based on the Department's expectations for this unit. Based on this analysis, 3 officers are needed to meet the current unit workload. This is 2 officers less than the current unit allocation.
- CID A and CID B are both understaffed based on the analysis of the average annual workload for those groups. To meet the current workload, an additional 11 detectives are needed above the current unit allocation. The additional detectives would potentially require the addition of another CID unit and 1 additional sergeant position.
- The Forensic Unit's workload is heavier than the unit's staff can support.
 - The Crime Scene workload requires 1 additional detective above the current unit allocation.
 - The Digital Forensics workload requires 4 additional detectives above the current unit allocation.
 - Property & Evidence is currently operating with half of the staff needed to meet the average annual workload. Two additional Property & Evidence Custodians need to be added to the current unit allocation.

¹ Operational Labor for patrol represents those hours that an officers spends assigned to citizen initiated calls for service. Lynchburg Police Department has set a targeted goal of 30% operational labor, which is the base established by IACP.

- The Vice/Narcotics Unit workload is greater than the current staffing level can meet. To meet the average yearly workload for Vice/Narcotics, 5 additional detectives are needed above the current unit allocation.
- Adding 5 additional detectives to Vice/Narcotics would require 1 additional sergeant's position to handle the supervisory workload.
- The Intelligence Unit's average yearly workload requires an additional 2 Detectives and 5 Intelligence Analysts to meet the demand.
- Internal Affairs requires 1 additional sergeant to meet the average annual workload.
- Personnel & Recruiting requires one additional recruiting officer to meet the average annual workload.
- The workload for the Investigation Bureau Administrative Assistant is greater than one employee can handle. To balance the workload for this position, one additional Administrative Assistant is needed.
- The Animal Control Unit needs 1 additional full-time animal control officer to meet the average annual workload.
- The average annual workload for the Records Unit is consistent with the current unit allocation.
- The Warrant Officer position is understaffed. To meet the current workload for warrants in the City of Lynchburg, 5 additional warrant officers are needed above the current unit allocation.
- The average annual workload for the Information Desk is greater than the current staff can manage. Currently sworn officers are handling non-sworn job functions. There are two ways this unit could be staffed to meet the current workload:
 - If sworn officers continue to be utilized, than one additional sworn officer is needed to meet the current workload.
 - If the Information Desk were converted to all non-sworn administrative assistants, 4 additional administrative assistants are needed and the current sworn officers could be reassigned to make up for shortfalls in other areas, such as the warrant officers position.
- The average annual workload for Finance requires 1 additional finance officer and 1 additional equipment & supply specialist to meet the demand.
- The average annual workload for Computer Operations requires 2 additional network administrators and 1 additional system analyst to meet the current demand.
- The workload for the Community Relations Coordinator is greater than the current allocation of one employee can handle. One additional Community Relations Coordinator is needed above the current allocation.
- The workload for the Chief of Police's Administrative is greater than the current allocation of one employee can handle. One additional Administrative Assistant position is needed to handle this workload.

Every journey begins with the first step, and in the this case, an addition of 5, 10 or even 15 officers to the department's allocation could have the dramatic effect of relieving the workload burden and giving officers more free time for proactive policing.

Introduction

In May of 2019, the Chief of Police for the Lynchburg Police Department (LPD) tasked the Intelligence Unit with conducting a study of the entire department to determine staffing levels required to meet organizational mission and goals relative to the department's responsibilities. Additionally, during Fiscal Year 2020 budget discussions, City Council asked to review this workload assessment to inform future staffing and funding decisions. The Intelligence Unit began by conducting extensive research to identify methods and best practices utilized by other agencies and organizations that have completed similar studies. The research provided the Intelligence Unit with data it needed to conduct the study in an unbiased way, while providing supporting data for all findings. The methods utilized were based on each work assignment and are detailed in each individual section of this report. The research material utilized by the Intelligence Unit is listed in the reference section of this report.

This study was designed to:

- Identify the current workload for each unit within the Police Department.
- Determine shortcomings in staffing levels for each unit.
- Provide recommendations for staffing deployment and the even distribution of workload.

To make these determinations, the study focused on the following areas:

- Policing Characteristics and Trends
- The Mission, Goals, Values and Objectives of the Department
- Policing Style
- Accountability
- Crime and Crime Workload
- Service and Service Workload
- The Organization
- Staffing Requirement and Resource Leveraging
- Patrol Operations
- Traffic Crashes and Enforcement
- Workforce Perspectives
- Patrol Allocation

The Intelligence Unit conducted the study in four phases:

Phase I – Data Collection

Phase II – Data Analysis and Evaluation

Phase III – Development of Preliminary Findings

Phase IV – Final Report

Study Methodology

The Intelligence Unit utilized a variety of data collection and analytical techniques during the course of this study. No one type of analysis would cover each unit within the Department. Each unit's workload was analyzed separately utilizing methods that were specific to the particular workload of that unit. For the purposes of this analysis, the department was broken into five groups:

- Field Operations Bureau
- Investigations Bureau
- Administrative Bureau
- Finance and Computer Operations
- The Office of the Chief of Police

Each group was analyzed separately utilizing differing techniques. This report contains a chapter dedicated to each of the groups analyzed. The exact methods utilized for that group are documented in that section. Overall each of the studies included:

- Interviews of employees assigned to that unit. The interviews included both supervisor and non-supervisors.
- Employee surveys specific to the job tasks related to that unit.
- Data analysis related to specific workload (including Computer Aided Dispatch records, Records Management System [RMS] records and other related databases).

Due to time constraints, collateral duties were not analyzed for this report. Collateral duties include:

- K-9
- The Tactical Unit
- Crisis Negotiations Team
- Part-Time Forensics Officer
- Field Training Officer

For this study supervisory workload was not analyzed separately. The number of supervisors required to supervise a unit were determined by comparing the unit's span of control ratio to similar departments. Non-supervisory workload being conduct by supervisors, where identified, was attributed to that unit's average yearly workload.

Wherever possible, the actual time calculations for the individual employee assigned to a specific task was utilized in the calculations utilized to identify the number of employees needed. Employee absences were determined by calculating a 5 year average of absences by that employee. In situations where there was not 5 years of data, an average of the past two years was utilized. In the case of the Community Relations Coordinator, less than one year of data was available. A 5 year average of all full-time civilian employees was utilized to determine the absences for this position.

Principal Findings and Recommendations

Recommendation: Prioritize Patrol Staffing

The average obligated workload in the Lynchburg Police Department (LPD) for patrol officers is over 41%. This means that LPD officers have very little time for proactive policing activities. The International Association of Chief of Police (IACP) model suggests that officers spend no more than 30% on citizen initiated calls for service. In order to establish a 30% obligated time ratio, the LPD would need to add a substantial number of officers to the current patrol staff. This study shows that to reach the 30% targeted workload, an additional 13 officers are needed above the current allocation.

Prioritization of patrol should be a major focus of the police department. Strict minimum staffing levels should be formally established for each platoon and transfers from patrol should be weighed against these minimum staffing levels. Short term additions to patrol could be added through the use of the department's part time employment program. Setting several open 4 or 8 hours patrol shifts during high volume call times could alleviate some of the burden and potentially increase the number of senior officers on the streets at any given time.

Recommendation: Creation of an additional administrative assistant position in the Investigations Bureau.

The current workload in the Investigative Bureau is much more than one administrative assistant can handle. Investigative transcripts alone could be a full time job. Adding an additional administrative assistant could also assist the administrative assistant in Personnel & Recruiting during those times that this unit is preparing to send recruits to the academy.

Recommendation: Staff the Information Desk with all civilian employees and merge that unit with the Records Unit.

The Information Desk is one of the areas within the department where sworn officers are performing duties that could be performed by civilian personnel. Civilianizing the Information Desk would not only free the 4 sworn officers up for other assignments but would require 1 less person to staff the unit. Civilian workers are available approximately 200 more hours than sworn personnel because of the training and other duties of sworn officers.

Merging a civilianized Information Desk with the Records Unit would allow both units workload to be spread over a larger group of employees. This would also allow report review to be spread among a group of employees rather than just one person. The Records Unit already has extensive experience dealing with reporting issues and Mobile Field Reporting (MFR). Merging these two units under the Records Unit Supervisor would free the current sergeant for other assignments.

Recommendation: Creation of a Warrant Squad.

The current backlog of unserved arrest warrants and protection orders is more than any one officer can begin to address. It is suggested that the positions from the Information Desk, including the current sergeant's position could be utilized to create a warrant squad. This group would be responsible for warrant service, could assist as

needed with shortages in patrol, and during the summer months could be utilized as a SIRT team to target high crime areas of the city.

Recommendation: Creation of rotating temporary assignments within specialized units.

One of the major complaints of officers in patrol is that there is little opportunity to work in a specialized unit. Creation of short term rotating positions within specialized units throughout the department could be beneficial to the department in several ways.

- It would provide officers with new skill and insight into their job, making them more valuable to the department.
- Units such as CID could gain some much needed assistance with their caseload, as well as offering them a source to forward follow-up investigations to once those officers return to the field with some newly acquired investigative experience.
- It would allow officer to try positions that they may not be sure if they are interested in to determine if the unit is a fit for them.
- It would allow specialized unit to evaluate the officers to determine those who may show potential or have skill that are beneficial to the unit.
- These temporary positions could also help to increase morale offering patrol officers a much needed break from the heavy workload of the field.

Recommendation: Merge Digital Forensics with the Intelligence Unit.

Both the Digital Forensics and Intelligence Unit are highly dependent on computer and technology. Both units could benefit from spreading their workload over a larger group of officers. Most of the detectives within the Intelligence Unit are familiar with cellular phone extraction and could help to clear some of the backlog bogging Digital Forensics down. The Intelligence Unit would benefit from the close proximity and direct access to the data that Digital Forensics recovers as it is extracted. These units already share a work space that separated only by a door. No major movements would need to take place.

Recommendation: Employ online reporting and increase telephone reporting for minor offenses.

Many police departments around the country have been faced with staffing issues similar to Lynchburg. Some departments have successfully employed online citizen self-reporting applications that allow citizen to make online incident reports for minor offenses such as a stolen bicycle, destruction of property or other offense that does not require an officer's presence. Increased use of telephone reporting could be accomplished through shifting some of the report taking responsibilities to the Records Unit. The increased use of these two methods could reduce the burden on patrol units and allow for more proactive patrols.

Recommendation: Research the feasibility of implementing a Police Auxiliary Program.

Police Auxiliary programs have been around for many years and being used by many departments in Virginia to great effect. Auxiliary officers are unpaid volunteers who are sworn police officers. Many are professionals who have a desire to serve their community but don't want to give up their jobs to do it. The Auxiliary program requires an auxiliary officer to work a specified number of hours per month. Many departments utilize auxiliary officers for special events or parades to free up full-time officers for patrol.

This type of program could be started utilizing retired officers who are still certified and want to maintain their certification. In exchange for a few hours a month they keep their certification and the department gains a potential resource for additional manpower at a minimal expense.

Recommendation: Realignment and Redistricting of the Patrol Beats.

During the course of this analysis it became obvious that the workload between the beats has become skewed. Beat B10 in particular receives a larger than average call volume. The Intelligence Unit also observed that not all 10 beats are filled every shift due to shortages. To make the beats system more manageable the patrol beats should be rebalanced and reduce back to 8 beats. Two less beats will give field supervisors the more flexibility in the distribution of their subordinates.

Recommendation: Alter the Schedule of C Platoon to match high volume call times.

Currently C Platoon (Power Shift) works four 10 hour days, from 4 pm to 2 am. The times where citizen initiated calls for service are the highest in the city are between the hours of 12 pm and 10 pm. By the time C Platoon arrives at work, the units working are already in the middle of their highest volume call time. After 10 pm call volume drops off substantially. This leaves several hours where there is extra manpower and low call volume. The two days of the week that see the highest call volume are Fridays and Saturdays. Adjusting C Platoons schedule to 12 pm to 10 pm and covering Fridays and Saturdays would ensure that the highest number of officers are one the street during the periods of highest call volume.

Chapter I: The Policing Environment

To conduct a thorough analysis of the department's current and future workload, it is important that we examine the environment that must be policed, both as it is and how it is expected to be in the future. The geography, service population, economic conditions, composition of crime and disorder, workload, and resources in Lynchburg are salient factors that define and condition the policing requirements, response capacity, and opportunities for innovation². We examine these factors in this chapter.

In recent years, law enforcement faced some of its greatest challenges in decades. The prevalence of video cameras and immediate access to information has placed several controversial police actions at the center of a very public debate about policing in America. Policing as a whole is being scrutinized for legitimacy and this has had the effect of pushing many qualified police applicants away from the profession. Police agencies across the country have struggled to fill vacancies and maintain an adequate number of officers to meet the demand for police services. In September of 2019, the Police Executive Research Forum (PERF) released a report entitled "The Workforce Crisis, and What Police Agencies are Doing About It." In the study that PERF conducted for their report, they identified what they referred to as a "Triple Threat" to law enforcement recruitment and retention. The "triple threat" they identified was³:

1. Fewer people are applying to become police officers.
2. More officers are leaving their departments and, in many cases, leaving the policing profession well before they reach retirement age.
3. A growing number of current officers are becoming eligible for retirement.

Other challenges that have affected law enforcement as a whole have been increased reporting requirements and increased responsibility in dealing with mentally ill and domestic violence cases. Over the past several years, state policies and directives have changed, requiring officers to complete lethality assessments in domestic violence cases. These assessments require additional paperwork and require officers to make phone contact with an advocate who can provide additional resources to the victim. These changes are important to ensure the safety of victims of domestic violence, but have greatly increased the amount of time that it takes for officers to complete a domestic violence call for service.

Another area that has increased the amount of time officers are required to spend on calls for service is mental health, in particular, Emergency Care Orders (ECOs) and Temporary Detention Orders (TDOs). ECOs require a law enforcement officer take a person into custody and hold that person for up to 8 hours while they are evaluated to determine if they are a threat to themselves or another. This requires a police officer to guard them for up to 8 hours during the evaluation period. Once they are determined to be a threat, a TDO is issued and the person is transported to a mental evaluation facility usually in another part of the state, for a 72 hours observation period. Once the TDO is issued, officers are responsible for transporting the person to a mental health facility. These transports require two officers and usually take up to a whole shift to complete.

² The International Association of Chiefs of Police, *Alexandria, Virginia Police Department A Staffing Analysis for Patrol and Investigations (March, 2016), Page 1*

³ Police Executive Research Forum, *The Workforce Crisis, and What Police Agencies are Doing About It (Sept 2019)*

The increase in policing requirements and the difficulty in recruiting and maintaining police officers have caused many agencies to struggle in recent years. The City of Lynchburg has been affected by these issues as outlined in the following analysis.

SECTION I: SERVICE POPULATION

The City of Lynchburg is 50 square miles, located near the geographic center of Virginia, in the foothills of the Blue Ridge Mountains along the banks of the James River. Lynchburg was first established as a town via charter by the Virginia General Assembly in October of 1786. On January 10, 1805, Lynchburg was incorporated as a town. One of the first acts of council was a bill in 1805 to establish a watch or patrol for Lynchburg. This marked the beginning of the Lynchburg Police Department.

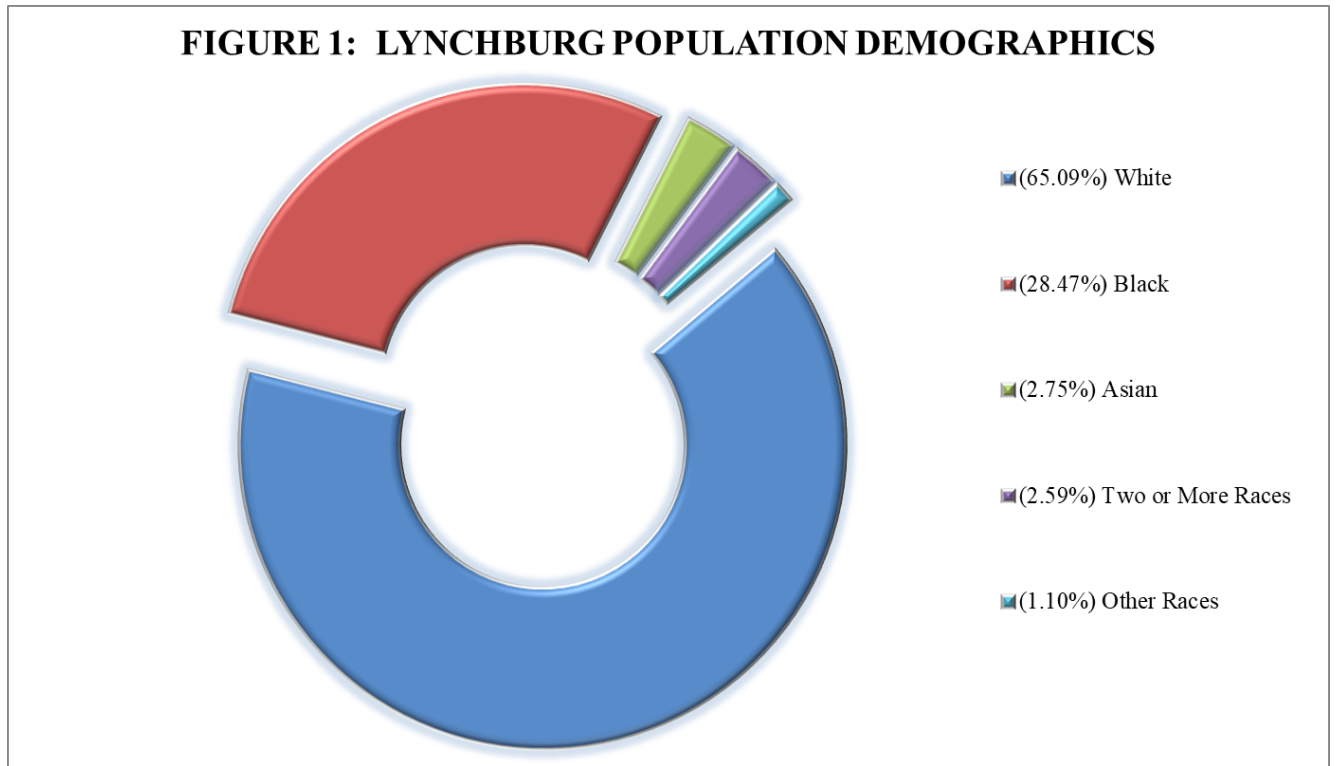


Table 1 below depicts population trends in the City of Lynchburg. Between 2000 and 2010 there was 12.96% increase in population. Between 2010 and 2019 the population increased an additional 12.86%. The projected population totals for 2020 is 84,296, which would be a 1.31% increase from 2019.

Table 1: Population Trends		
Year	Population	Percent Change
2000 Census	65,269	N/A
2010 Census	73,726	12.96%
2019 Estimated	83,206	12.86%
2020 Projected	84,296	1.31%

(Source: Lynchburg City GIS Department)

The Lynchburg Police Department serves a diverse population. 2019 population estimates indicate that Lynchburg is 46.9% male and 53.1% female. The median household income is \$41,971. The 2019 population estimates also indicate that Lynchburg's population is 65.09% White, 28.47% Black, 2.75% Asian, 2.59% two or more races, 1.10% other races (See Figure 1).⁴



⁴ World Population Review, "Lynchburg, Virginia Population 2019", <http://worldpopulationreview.com/us-cities/lynchburg-va-population/>, Jan, 27, 2020.

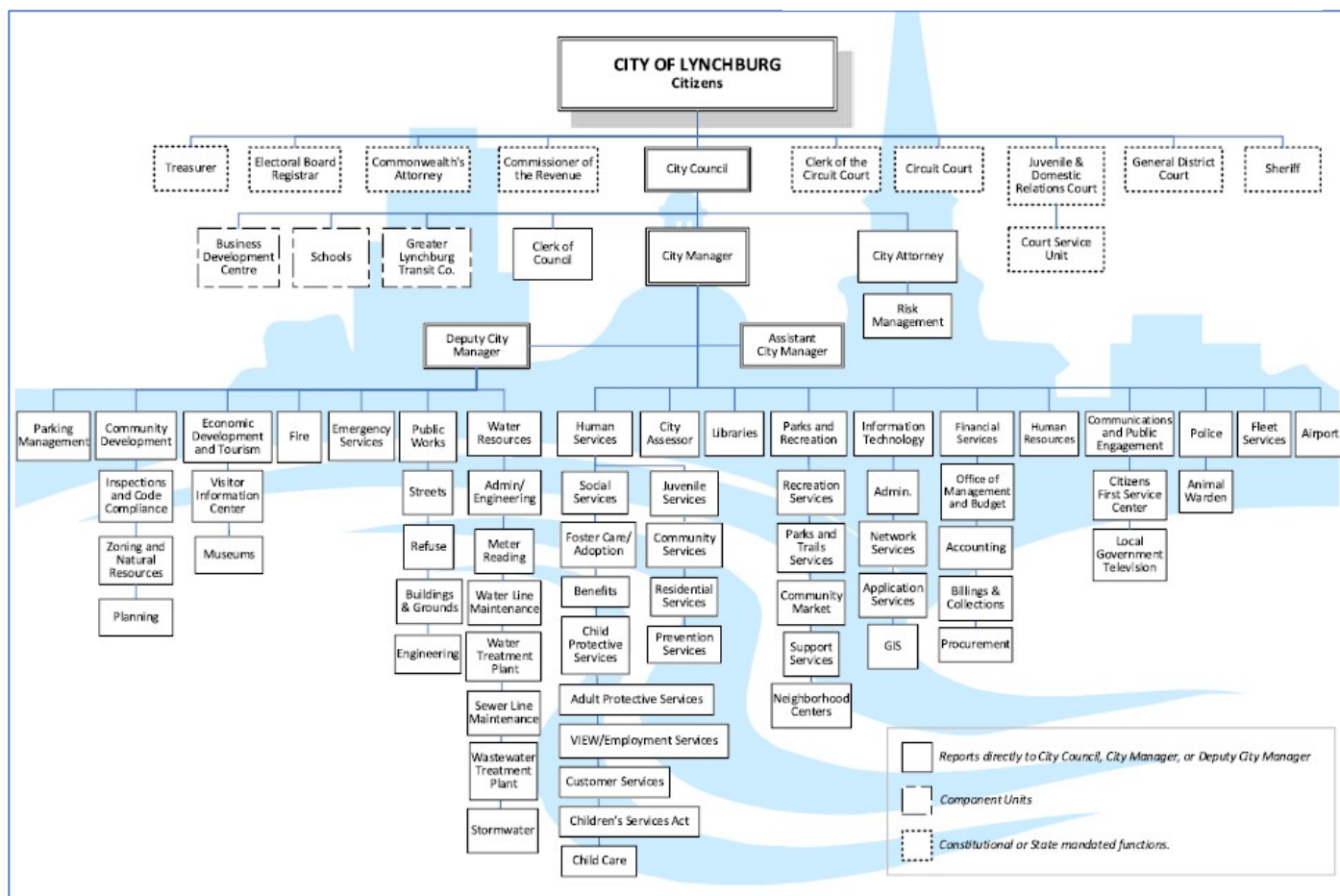
SECTION II: LYNCHBURG GOVERNMENT

The City of Lynchburg has operated under a Council/Manager form of government since 1920. The City Council's seven members are elected to four-year staggered terms of office. The Council is the governing body for the city. The Council hires the City Manager who is responsible to the City Council for the effective operation of all government functions.⁵

The City Council provides legislative direction, sets policy and approves the city's budget. The City Manager is responsible for preparing the budget, handling personnel issues and handling the day-to-day operations of the city. The City Manager works at the pleasure of the City Council. Figure 2 below provides an overview of the governmental structure of Lynchburg.

SECTION III: Budget

FIGURE 2: Lynchburg Organizational Chart



The adopted budgets for the City of Lynchburg since Fiscal Year (FY) 2016 reflect an overall increase for the city of 5.27%, see Table 2 below. Growth in the budget has been steady and gradual since FY 2016. FY 2017 saw a

⁵ About Lynchburg, <http://www.lyncburgva.gov/about-lynchburg> (12/2/2019)

.46% increase from FY 2016. FY 2018 saw an increase of 1.11% from FY 2017. FY 2019 saw an increase of 2.60% from FY 2018 and FY 2020 shows an increase of 1.05% from FY 2019. The budget for the Lynchburg Police Department since FY 2016 reflects an overall increase for the department of 8.60%. The police budget increase 7.09% from FY 2016 to FY 2017, but decreased in FY 2018 1.91% and decreased again in FY 2019 .07%. The current budget for FY 2020 shows a 3.47% increase from FY 2019.

	FY 2016	FY 2017	% Change	FY 2018	% Change	FY 2019	% Change	FY 2020	% Change	\$ Change FY 2016-2020	% Change FY 2016 - 2020
City's Budget	\$184,904,850	\$185,674,530	0.42%	\$187,737,400	1.11%	\$192,613,256	2.60%	\$194,643,036	1.05%	\$9,738,186	5.27%
Police Department's Budget	\$12,976,397	\$13,896,808	7.09%	\$13,631,093	-1.91%	\$13,620,527	-0.07%	\$14,092,599	3.47%	\$1,116,202	8.60%

(Source: <http://www.lynchburgva.gov/budget>)

SECTION IV: Crime and Arrests

The Intelligence Unit reviewed all crime data over the past 5 years. The tables below represent three different segments of crime data. Under the National Incident-Based Report System (NIBRS) guidelines:

*"The Group A offenses are the more serious crimes such as Murder, Rape, Robbery, etc. Group B offenses tend to be minor in nature, such as Curfew/Loitering/Vagrancy Violations, Disorderly Conduct, Driving Under the Influence, etc."*⁶

The Intelligence Unit also separated out specific crimes which the unit tracks and classifies as *Quality of Life Offenses*. These are Offenses against the public that affect the quality of life in affected neighborhoods or communities.

⁶ Federal Bureau of Investigations, 2019 National Incident-Based Reporting System User Manual –Version 1.0, (3/30/2018)

	Table 3: Group A Offenses							
	2015	2016	2017	2018	2019	5 Year Average	2019 Variance from Avg.	2018 - 2019 Trend
Aggravated Assault	113	132	135	141	156	135	21	10.64%
Arson	14	5	7	12	11	10	1	-8.33%
Auto Theft	80	113	145	169	163	134	29	-3.55%
Bribery	0	0	0	0	1	0	1	Increase of 1
Counterfeit/Forgery	37	101	40	55	49	56	-7	-10.91%
Destruction of Property	694	776	944	675	674	753	-79	-0.15%
Drug Offenses	796	768	1132	1,117	1,336	1030	306	19.61%
Embezzlement	26	37	39	37	36	35	1	-2.70%
Fraud	409	430	435	351	318	389	-71	-9.40%
Gambling	1	0	0	0	0	0	0	N/A
Justifiable Homicide	0	0	3	0	0	1	-1	N/A
Kidnapping/Abduction	37	31	40	55	64	45	19	16.36%
Larceny/Theft	1,431	1,448	1,546	1,301	1,415	1428	-13	8.76%
Murder/Non-Negligent Manslaughter	3	4	3	8	2	4	-2	-75.00%
Pornography/Obscene Material	6	25	15	4	11	12	-1	175.00%
Prostitution Offenses	3	7	5	6	1	4	-3	-83.33%
Robbery	47	58	42	41	60	50	10	46.34%
Sex Offenses (Forcible)	158	144	107	86	80	115	-35	-6.98%
Sex Offenses (Non-Forcible)	1	2	1	1	0	1	-1	-100.00%
Simple Assault/Intimidation	1442	1359	1460	1391	1208	1372	-164	-13.16%
Stolen Property Offenses	8	13	8	9	2	8	-6	-77.78%
Weapon Law Violation	125	177	170	184	174	166	8	-5.43%
Total	5431	5630	6277	5643	5762	5749	13	2.11%

(Source: Lynchburg Police Department Records Management System)

A review of Group A Offenses between 2015 and 2019 shows an overall increase in Group A Offenses from 2015 to 2019 of 5.85%. Between 2018 and 2019 major increases were observed in pornography/obscene material cases and robberies. Major reductions were observed in Murder, prostitution and sex offenses (non-forcible).

Table 4: Group B Offenses								
	2015	2016	2017	2018	2019	5 Year Average	2019 Variance from Avg.	2018-2019 Trend
Bad Checks	16	7	24	28	11	17	-6	-60.71%
Curfew/Loitering/Vagrancy	1	0	0	1	0	0	0	-100.00%
Disorderly Conduct	56	82	86	84	83	78	5	-1.19%
Drunkenness	0	0	8	50	92	30	62	84.00%
Liquor Law Violations	43	48	30	57	56	47	9	-1.75%
Nonviolent Family Offenses	380	382	403	318	238	344	-106	-25.16%
Peeping Tom	2	3	8	2	1	3	-2	-50.00%
Runaways	80	100	122	116	39	91	-52	-66.38%
Trespassing	275	214	230	189	173	216	-43	-8.47%
All Other Offenses	1336	1102	1015	1020	1179	1130	49	15.59%
Total	2189	1938	1926	1865	1872	1958	-86	0.38%

(Source: Lynchburg Police Department Records Management System)

A review of Group B Offenses displayed in Table 4, show a decrease of 14.48% in overall offenses. All offense categories were down with the exception of drunkenness and all other offenses between 2018 and 2019.

Table 5: Quality of Life Offenses								
	2015	2016	2017	2018	2019	5 Year Average	2019 Variance from Avg.	2018-2019 Trend
Destruction of Property	694	776	944	675	674	753	-79	-0.15%
Disorderly Conduct	56	82	86	84	83	78	5	-1.19%
Driving Under the Influence	235	290	258	187	229	240	-11	22.46%
Drug Offenses	796	768	1132	1117	1336	1030	306	19.61%
Drunkenness	0	0	8	50	92	30	62	84.00%
Gambling	1	0	0	0	0	0	0	N/A
Liquor Law Violations	43	48	30	57	56	47	9	-1.75%
Prostitution Offenses	3	7	5	6	0	4	-4	-100.00%
Total	1828	1971	2463	2176	2470	2182	288	13.51%

(Source: Lynchburg Police Department Records Management System)

A review of Quality of Life Offenses displayed in Table 5, shows an increase in total quality of life offenses from 2015 to 2019 of 35.12%. Drunkenness, drug offenses and driving under the influence saw increase between 2018 and 2019.

While conducting this analysis, the Intelligence Unit compared Lynchburg statistics with other agencies with similar size population. Table 6 depicts Offense Rates for Cities with a population between 80,000 and 100,000. This data was compiled from the Virginia State Police's Crime Statistics Website.

Table 6 reflects Offense Rate (also called crime rate) statistically as a number of offenses per 100,000 people living in that jurisdiction. Lynchburg is the second lowest in this group with only Suffolk having an overall Offense Rate lower than Lynchburg.

Table 6: 2018 Offense Rate (per 100,000)				
	Lynchburg	Portsmouth	Suffolk	Roanoke
2018 Population	82126	94632	91185	99920
All Offense Types	7398.66	11318.23	6954.72	13023.7
Crimes Against Person	2183.45	2360.12	1793.69	3396.88
Murder and Non-negligent Manslaughter	9.84	21.06	2.16	11
Kidnapping/Abduction	68.85	28.44	35.59	21.99
Forcible Rape	40.57	35.81	23.73	29.99
Aggravated Assault	215.15	403.36	132.67	231.92
Simple Assault	1471.62	1650.29	1394.61	2530.17
Intimidation	309.81	139.02	115.41	519.83
Crimes Against Property	3545.65	8092.42	4311.11	7001.69
Arson	14.75	12.64	11.86	25.99
Burglary/Breaking & Entering	232.36	1016.29	320.34	458.85
Counterfeiting/Forgery	68.85	88.46	97.07	317.9
Destruction/Damage/Vandalism of Property	831.09	1568.14	1119.57	1489.51
Embezzlement	46.72	31.59	38.83	69.98
Extortion/Blackmail	4.92	1.05	3.24	3
False Pretenses/Swindle/Confidence Game	256.95	467.6	180.12	205.93
Credit Card/Automatic Teller Fraud	124.17	212.74	83.05	208.93
Impersonation	90.98	108.47	114.33	43.99
Wire Fraud	1.23	1.05	8.63	19.99
Robbery	50.41	215.9	74.42	104.97
Pocket-picking	3.69	7.37	3.24	2
Purse-snatching		8.43	3.24	3
Shoplifting	419.23	611.88	317.1	902.7
Theft From Building		206.42	1.08	352.88
Theft From Coin Operated Machine or Device	2.46	5.27	4.31	1
Theft From Motor Vehicle	347.93	1058.42	532.82	697.77
Theft of Motor Vehicle Parts/Accessories	103.27	952.05	271.8	355.88
All Other Larceny	726.59	1095.28	940.53	1351.55
Motor Vehicle Theft	207.77	401.25	166.1	366.88
Stolen Property Offenses	11.06	20.01	18.34	12
Crimes Against Society	1669.56	865.69	849.93	2625.13
Drug/Narcotic Violations	1051.16	551.85	653.62	2024.33
Drug Equipment Violations	376.2	65.3	10.79	211.93
Pornography/Obscene Material	3.69	12.64	10.79	11
Weapon Law Violations	231.13	226.43	174.73	373.88

(Source: https://va.beyond2020.com/va_public/Browse/browsetables.aspx)

Arrests

Examining arrest rates provides an understanding of the types of activities in which the department is engaged, and they help demonstrate clearance rates for various crimes. Table 7 below provides a listing of arrests by the LPD between 2015 and 2019 for Group A Offenses. These statistics represent each individual charge. Multiple offenses could be involved in each arrest. Table 8 depicts arrests for Group B Offenses.

Table 7: Arrests for Group A Offenses								
	2015	2016	2017	2018	2019	5 Year Average	2019 Variation from Avg.	2018-2019 Trend
Aggravated Assault	178	134	165	178	189	169	20	6.18%
Arson	2	3	4	8	6	5	1	-25.00%
Auto Theft	13	33	20	37	39	28	11	5.41%
Bribery	0	0	0	0	1	0	1	Increase of 1
Counterfeit/Forgery	48	106	207	100	63	105	-42	-37.00%
Destruction of Property	161	182	229	222	260	211	49	17.12%
Drug Offenses	1,105	1,008	1,025	1,038	1,282	1092	190	23.51%
Embezzlement	57	57	54	77	67	62	5	-12.99%
Fraud	410	363	286	249	268	315	-47	7.63%
Gambling	0	0	0	1	0	0	0	-100.00%
Human Trafficking	0	0	0	2	0	0	0	-100.00%
Kidnapping/Abduction	40	38	49	62	62	50	12	0.00%
Larceny/Theft	670	678	724	531	716	664	52	34.84%
Murder/Non-Negligent Manslaughter	8	1	6	15	6	7	-1	-60.00%
Negligent Manslaughter	0	1	0	1	0	0	0	-100.00%
Pornography/Obscene Material	40	142	178	39	13	82	-69	-66.67%
Prostitution Offenses	3	3	5	1	2	3	-1	100.00%
Robbery	32	62	48	26	49	43	6	88.46%
Sex Offenses (Forcible)	42	58	40	48	38	45	-7	-20.83%
Sex Offenses (Non-Forcible)	5	9	3	3	3	5	-2	0.00%
Simple Assault/Intimidation	955	811	918	919	955	912	43	3.92%
Stolen Property Offenses	29	46	37	40	41	39	2	2.50%
Weapon Law Violation	163	203	198	346	292	240	52	-15.61%
Total	3,961	3,938	4,196	3,943	4,352	4078	274	10.37%

(Source: Lynchburg Police Department Records Management System)

Table 8: Arrests for Group B Offenses								
	2015	2016	2017	2018	2019	5 Year Average	2019 Variation from Avg.	2018-2019 Trend
Bad Checks	16	18	13	8	1	11	-10	-87.50%
Curfew/Loitering/Vagrancy	2	0	0	1	0	1	-1	-100.00%
Disorderly Conduct	45	50	38	45	71	50	21	57.78%
Drunkenness	473	404	366	359	498	420	78	38.72%
Liquor Law Violations	132	75	57	43	20	65	-45	-53.49%
Nonviolent Family Offenses	33	29	16	47	42	33	9	-10.64%
Peeping Tom	1	2	3	0	1	1	0	Increase of 1
Runaways	36	47	53	41	9	37	-28	-78.05%
Trespassing	287	222	188	201	192	218	-26	-4.48%
All Other Offenses	2647	2495	2415	3012	3314	2777	537	10.03%
Total	3672	3342	3149	3757	4148	3614	534	10.41%

(Source: Lynchburg Police Department Records Management System)

Most arrests remain consistent with the 5 year average. In Table 7 robbery, larceny, drug offenses and destruction of property offenses showed marked increase in the number of arrests. Table 8 depicts increases in Disorderly Conduct and Drunkenness Offenses.

Section V: Traffic

The number of vehicle crashes, crash related fatalities and the number of pedestrians struck are the most common measures of the success of the traffic enforcement function. The data for tables 9 and 10 below was obtained from the Virginia Department of Motor Vehicles Traffic Records Electronic Data System (TREDS) Program, and contains data from for all reported accidents in the City of Lynchburg including other agencies such as Virginia State Police. Table 9 below depicts the overall traffic crash data for 2015 through 2019. Table 10 compares the past two years of traffic crash data. Table 9 shows that overall traffic crashes were up 7% from 2015 to 2019. Table 10 shows between 2018 and 2019, traffic crashes went up .14%. Fatalities and Injuries were up substantially between 2015 and 2019. These have both decreased comparing the 2018 data to 2019. Table 10 also depicts that Pedestrian Involved, Alcohol Involved and Speed Related Crashes have increased between 2018 and 2019.

Table 9: Reportable Traffic Crash Data						
	2015	2016	2017	2018	2019	% Change 2015 - 2019
Traffic Fatalities	2	1	2	11	4	100%
Crash related Injuries	499	448	771	1554	935	87%
Crashes involving Pedestrians	16	11	22	12	16	0%
Speed Related Crashes	91	72	60	14	32	-65%
Alcohol Related Crashes	95	81	71	80	83	-13%
Total Crashes	1,348	1,271	1,170	1441	1443	7%

(Source: Virginia DMV TREDS Program -<https://www.treds.virginia.gov/>)

Table 10: Traffic Crash Data 2018-2019 comparison			
	2018	2019	% Change
Traffic Fatalities	11	4	-63.64%
Injuries from Crashes	1554	935	-39.83%
Crashes involving Pedestrians	12	16	33.33%
Speed Related Crashes	14	32	128.57%
Alcohol Related Crashes	80	83	3.75%
Total Crashes	1441	1443	0.14%

(Source: Virginia DMV TREDS Program -<https://www.treds.virginia.gov/>)

Table 11 below depicts traffic citations and driving under the influence (DUI) charges between 2015 and 2019. Traffic Citations were down significantly from 2015. DUI's were slightly down from 2015. Table 12 depicts a comparison of 2018 and 2019. This shows that enforcement has increased in both overall citations and DUIs by over 22% each.

Table 11: Traffic Citation/ DUI Data						
	2015	2016	2017	2018	2019	% Change 2015 - 2019
Traffic Citations	9,776	6,549	6,193	5426	6683	-31.64%
DUIs	235	290	258	187	229	-2.55%

(Source: Lynchburg Police Department Records Management System)

Table 12: Traffic Citation/DUI Data (past 2 year comparison)			
	2018	2019	% Change
Traffic Citations	5426	6683	23.17%
DUIs	187	229	22.46%

(Source: Lynchburg Police Department Records Management System)

SUMMARY

The population growth in the City of Lynchburg has been gradual but steady since 2000 and is projected to continue. Despite this growth, police budgets and staffing have not kept pace with the demand. The City of Lynchburg's crime rate is lower than most cities of the same size in Virginia.

Chapter II: Organization and Staffing

The organizational structure of the Lynchburg Police Department changed in January of 2020. For this analysis, the Intelligence Unit looked at the workload based on the new organizational structure. The new Organizational structure includes three bureaus: Field Operations Bureau, Investigations Bureau and the Administrative Bureau. See figure 3 below.

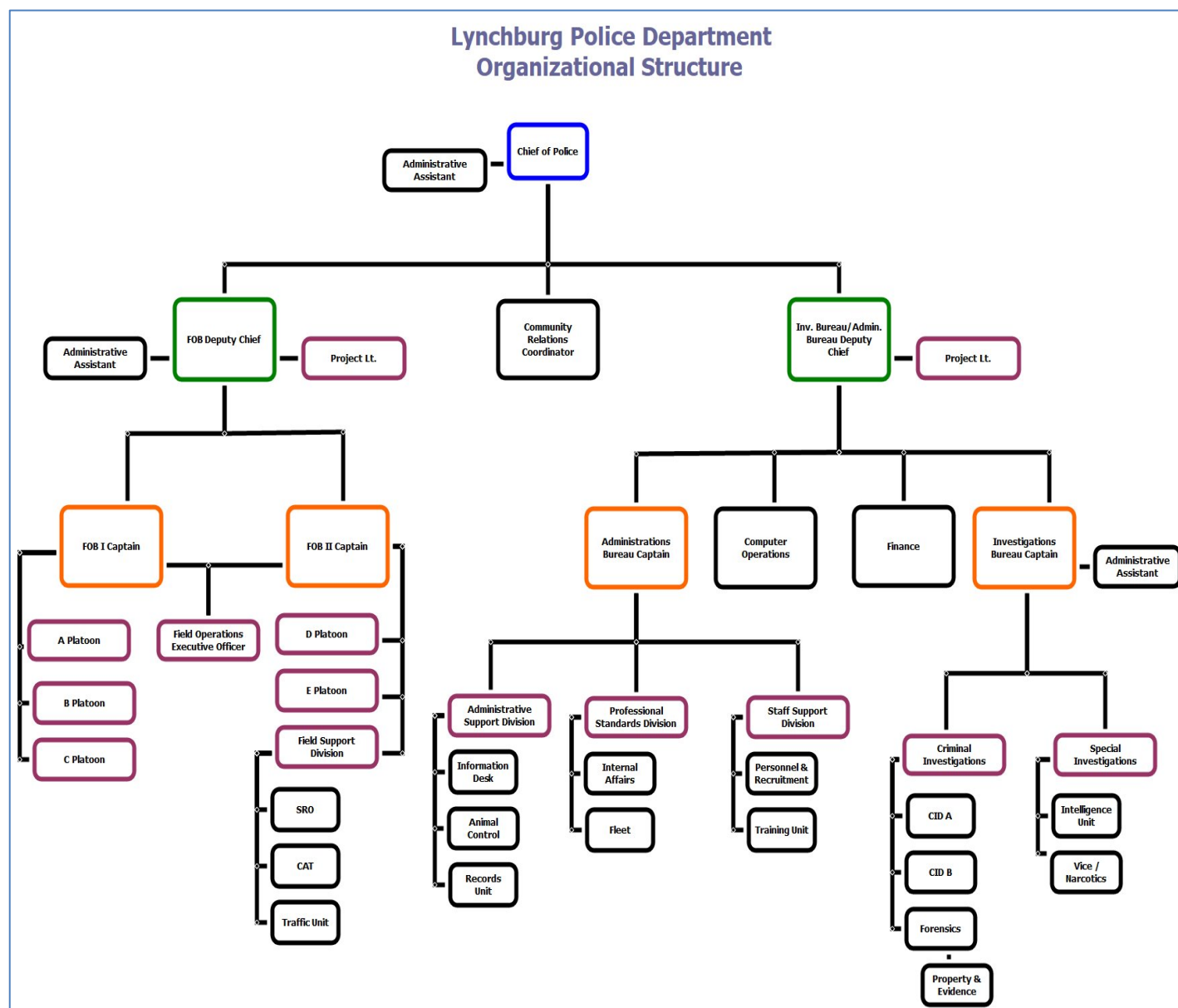
The Field Operations Bureau falls under one Deputy Chief and the Investigations Bureau and Administrative Bureau fall under the second Deputy Chief. The Field Operations Bureau is separated into two parts: Field Operations Bureau I and Field Operations Bureau II, each led by a captain. Field Operations I consists of three platoons: A Platoon, B Platoon and C Platoon. Field Operations II consists of two platoons: C Platoon and D Platoon. The Field Support Division also falls under Field Operations II. The Field Support Division consists of the Traffic Unit, the Community Action Team (CAT), and School Resource Officers.

The Investigations Bureau is led by a captain, and consists of two separate divisions: Criminal Investigations Division (CID) and Special Investigations Division (SID). CID is divided into three units: CID A, CID B, and Forensics. The Forensics Unit also encompasses property and evidence. SID is divided into two units: the Vice/Narcotics Unit and the Intelligence Unit.

The Administrative Bureau is led by a captain and is broken into three separate divisions: Professional Standards Division, Staff Support Division, and Administrative Support Division. The Professional Standards Division consists of the Internal Affairs Unit and Fleet. The Staff Support Division includes Personnel and Recruitment (P&R), and the Training Unit. The Administrative Support Division includes Animal Control, the Records Unit, and the Information Desk.

Two other units fall directly under the Deputy Chief in charge of the Investigative Bureau and the Administrative Bureau those are Finance and Computer Operations.

Figure 3: Police Department Organizational Chart



Staffing

Current authorized staffing for the Lynchburg Police Department is 174 sworn officers. This number has remained consistent since 2015. Table 13 below depicts the authorized full-time police positions for the past 10 years. Population totals for this table were obtained from the City GIS Department. The data shows that over the past 10 years the total number of sworn officers has only increased by 2% while the population of the city has increased by 14%. Only four additional officer positions have been added over the 10 year period to police over 10,000 additional residents.

TABLE 13: AUTHORIZED FULL-TIME POLICE POSITIONS												
	Colonel/Chief	Major/Deputy	Captain	Lieutenant	Police Officer	School Resource Officer	School Resource Officer (Grant Funded)	Sworn Not Funded	Total Sworn Officers	Population Estimates	Ratio of Officer to Population	Officers per 1,000 Inhabitants
FY 2010	1	2	7	19	141	0	0	0	170	73726	1:434	2.31
FY 2011	1	2	7	19	140	0	0	1	170	74849	1:440	2.27
FY 2012	1	2	7	19	141	0	0	0	170	75657	1:445	2.25
FY 2013	1	2	6	19	141	0	0	0	169	76467	1:452	2.21
FY 2014	1	2	6	20	140	0	0	0	169	77626	1:459	2.18
FY 2015	1	2	6	20	141	0	0	0	170	78158	1:460	2.18
FY 2016	1	2	6	20	141	0	0	0	170	78755	1:463	2.16
FY 2017	1	2	5	19	144	0	3	0	174	79237	1:455	2.20
FY 2018	1	3	3	15	149	0	3	0	174	80131	1:460	2.17
FY 2019	1	2	4	14	153	0	0	0	174	83206	1:478	2.09
FY 2020	1	2	4	14	153	0	0	0	174	84296	1:484	2.06
% Change over 10 years	0%	0%	-43%	-26%	9%	N/A	N/A	N/A	2%	14%	12%	-10%

(Source: Lynchburg Police Department Personnel and Recruitment Unit & Lynchburg GIS Department)

Table 14 below depicts annual separations from the Lynchburg Police Department from 2014 to 2019. The data shows that between 2018 and 2019 total separations went up by one officer, from 23 to 24.

Table 14: Annual Separations						
	2014	2015	2016	2017	2018	2019
Discharged	1	0	0	4	4	3
Resigned	7	12	24	15	12	16
Retired	6	5	3	7	7	5
Total Officers Separated	14	17	27	26	23	24

(Source: Lynchburg Police Department Personnel and Recruitment Unit)

Table 15 below depicts the Turnover rate for the Lynchburg Police Department for 2010 through 2019. The table also shows that average years of service for all sworn officers in the Lynchburg Police Department during that year. The data depicts a turnover rate in 2019 of 14.37%.

Table 15: Yearly Turnover Rate				
	Total Officers Separated	Average # Sworn Officers	% Turnover	Average Years of Service
2010	20	168	11.90%	9.45
2011	21	166	12.65%	8.37
2012	16	173	9.25%	14.09
2013	19	168	11.31%	4.85
2014	14	172	8.14%	11.95
2015	17	173	9.83%	11.95
2016	27	173	15.61%	7.45
2017	26	174	14.94%	9.45
2018	23	169	13.61%	8.70
2019	24	167	14.37%	7.95

(Source: Lynchburg Police Department Personnel and Recruitment Unit)

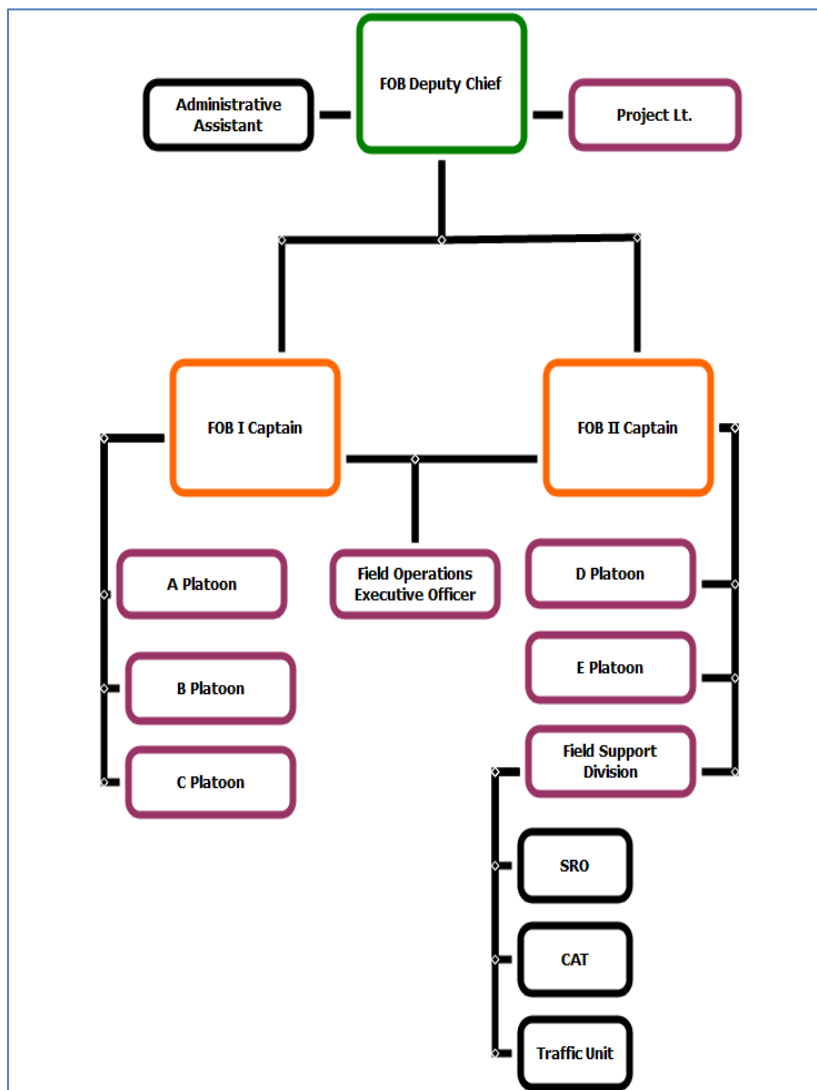
Table 16: Current Experience Profile (2019)	
Bureau	Average Years of Experience
Field Operations Bureau (Officer)	4.42 years
Field Operations (Supervisor: Sergeant and above)	17.35 years
Investigations Bureau (Officer)	9.13 years
Investigations Bureau (Supervisor: Sergeant and above)	16.58 years
Administration Bureau	23.20 years

(Source: Lynchburg Police Department Records Management System)

Chapter III: Field Operations Bureau

The Field Operations Bureau is the “frontline” of the police department. This bureau is responsible for the uniform response, routine patrol and the units that support those functions. This bureau is broken down into two individual parts: Field Operations Bureau I and Field Operations Bureau II, both lead by a Captain. Field Operations Bureau I includes three platoons: A Platoon, B Platoon and C Platoon. Field Operations Bureau II consists of D Platoon, E Platoon and the Field Support Division. The Field Support Division consists of the Traffic Unit, the Community Action Team (CAT) and the School Resource Officers (SRO). For the purposes of this analysis, the five platoons were analyzed together as the “Patrol Function.” Each unit within the Field Support Division was analyzed separately due to their differing workloads and assignments. The Field Operations Bureau also has three administrative positions: a Field Operations Executive Officer, a project lieutenant and an administrative assistant. These positions were analyzed together as “Administrative Positions.”

Figure 4: Field Operations Bureau Organizational Chart



Current Unit Allocation

1 Deputy Chief
2 Captains
8 Lieutenants
12 Sergeants
95 Officers
1 Crime Prevention Specialist
1 Administrative Assistant

Section I: Patrol Function

This section consists of an analysis of the workload of the five platoons responsible for the daily patrol function within the city. These are Platoon A, Platoon B, Platoon C, Platoon D and Platoon E. Platoons A through C fall under Field Operations Bureau I. Platoons D and E fall under Field Operations Bureau II.

Patrol Function Staffing Analysis Methodology

The Intelligence Unit utilized the International Association of Chiefs of Police (IACP) Workload Model as a guideline for conducting this study. This workload model breaks down the police patrol workload into three primary standards:

- Operational Labor
- Administrative Labor
- Uncommitted Time

Operational Labor is the amount of time that officers spend actually responding to citizen initiated calls for service and addressing “on-view” situations they encounter. The IACP suggests that the percentage of a patrol officers time spent on Operational Labor should not continuously exceed 30%.

Administrative Labor is much harder to quantify. The IACP suggests that agencies allocate 30% to Administrative Labor. Administrative Labor consists of duties that the officer performs on a daily basis such as:

- Report writing and case follow up
- Patrol briefings or Roll Call
- Vehicle inspections and patrol preparation
- Meals or personal care breaks
- Court attendance
- On duty training
- Vehicle maintenance or refueling
- Meetings with supervisors
- Personnel/payroll activities
- Field Training Officer (FTO) time
- Equipment maintenance

Uncommitted Time is that time that an officer is not on a call for service and the officer is able to conduct proactive patrols, targeted crime prevention activities, engage in community policing or community engagement activities, conduct problem solving activities and enhance public safety through high visibility patrols or citizen interactions. IACP recommends that agencies should allow at least 30% of the officer’s time to be uncommitted. The IACP suggests that agencies that have a stated focus on exceptional service and community policing, such as Lynchburg, have no less than 40% uncommitted time for patrol officers.

The following Patrol Function Staffing Analysis is based on an extensive evaluation of the unique workload and service level requirements for the City of Lynchburg. Data collection and analysis efforts focused on the following:

- Determining the city’s generated workload is necessary to understand the work volume and the time required to handle it. Analysis of citizen initiated calls for service was a critical first element in this analysis.

- Examining the nature of calls for service is important in identifying the number of officers needed for response and identifying areas of greater workload. The nature of calls for service can vary significantly based on geographic location within the City. This difference requires varying types of police work and could require that the Lynchburg Police Department staff individual areas according to their specific workload.
- Estimating time consumed on calls for service, determining how long a call takes from initial response to final paperwork is key in determining the minimum number of officers needed for a shift.
- Determining the Shift Relief Factor for the Patrol Division is important to identify the number of officers needed to staff each shift. Shift Relief Factor is an indication of how many officers are needed to fill one shift position 365 days a year. This shows the relationship between the number of days an individual officer can work compared to the number of days the officer actually works after days off, leave, training and other considerations.
- Establishing Performance Objectives is important to determine how much time an officer is expected to spend on citizen initiated calls for service, administrative duties and uncommitted time. These performance objectives establish limits to allow officers to conduct proactive patrols, community policing, directed patrols and crime prevention activities.
- Providing Staffing Estimates to balance the identified workload.

The principle metric utilized to measure workload in the Patrol Function is citizen initiated calls for service. For this analysis, data was obtained from the Lynchburg Computer Aided Dispatch System. Although the past 10 years of data were analyzed, this analysis mainly focuses on 2019. Once compiled this data was evaluated to remove duplicate calls for service, errors, or other anomalies that would tend to exaggerate the actual number of citizen initiated calls for service.

Analysis

The Patrol Function for LPD is spread across 5 separate platoons. Platoons A, B, D & E are each allocated 1 Lieutenant, 2 Sergeants and 18 Sworn Officers. Platoon C, which acts as a “Power Shift,” is allocated 1 Lieutenant, 1 Sergeant and 9 Patrol Officers. The total authorized staffing level for the patrol function is listed below.

Authorized Staffing Level

5 Platoon Leaders (Lieutenants)

9 Platoon Sergeants

81 Sworn Officers

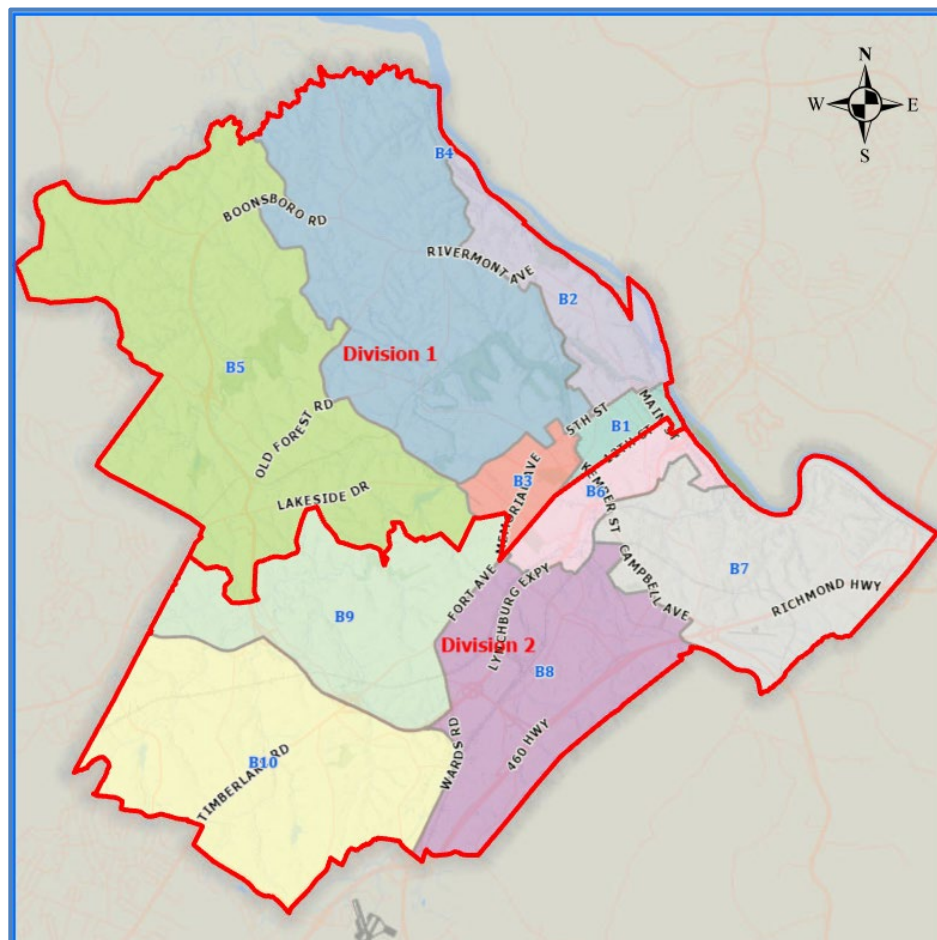
Total: 95 Sworn Personnel

The LPD has two primary shifts: dayshift and nightshift. Platoons A, B, D and E rotate between dayshift and nightshift on a six week rotation. There are two separate dayshift and nightshift platoons. Each of those platoons works a 12 hour shift with a rotation of 3 days on, two days off, two days on three days off, and 2 days on 2 days off. There is also a power-shift that is staffed by C Platoon. C Platoon works 4 ten hour days. For two weeks they work Tuesday through Friday then they rotate to two weeks of Wednesday through Saturday (see Table 17 below for shift hours).

Table 17: Patrol Shift Hours			
SHIFT	Begins	Ends	Hours
Dayshift 1	6:00 AM	6:00 PM	12
Dayshift 2	7:00 AM	7:00 PM	12
Nightshift 1	6:00 PM	6:00 AM	12
Nightshift 2	7:00 PM	7:00 AM	12
Power-shift	4:00 PM	2:00 AM	10

(Source: Field Operations Bureau)

For functional purposes the LPD divides the city into two Divisions: Division I and Division II. Each Division consists of 5 individual patrol beats. Figure 5 below depicts each of the Divisions and the patrol beats. Division 1 consists of Beats B1 through B5. Division 2 consists of beats B6 through B10. The LPD assigns an officer to each beat for patrol purposes. Based on manpower, some beats may remain empty and some beats may have multiple officers assigned to them. Although an officer is assigned a particular beat they are subject to calls in other areas based on need.



Call for Service Analysis

The call for service analysis was conducted based on data from the Lynchburg Computer Aided Dispatch System (CAD). This analysis included all calls for service between 2015 and 2019. The data obtained from the CAD system included test messages, police broadcasts, duplicate calls, errors, calls for service assigned to Animal Control and Traffic Units, along with other system records that needed to be removed to accurately reflect the call for service workload for just the Patrol Function of the Lynchburg Police Department. Table 18 below depicts the citizen initiated calls for service and officer initiated calls for service that were handled by the officers on patrol. The table shows that on average officers handle 32,408 citizen initiated calls for service per year. Officers also self initiated an average of 23,232 calls for service each year. This makes the total average calls for service handled by patrol 55,641 per year.

Table 18: Calls for Service 2015 through 2019						
	2015	2016	2017	2018	2019	5 Year Average
Citizen Initiated	32,758	33,005	32,220	32,028	32,031	32,408
Officer Initiated	26,908	21,678	24,881	20,081	22,613	23,232
Total	59,666	54,683	57,101	52,109	54,644	55,641

(Source: Lynchburg Computer Aided Dispatch System)

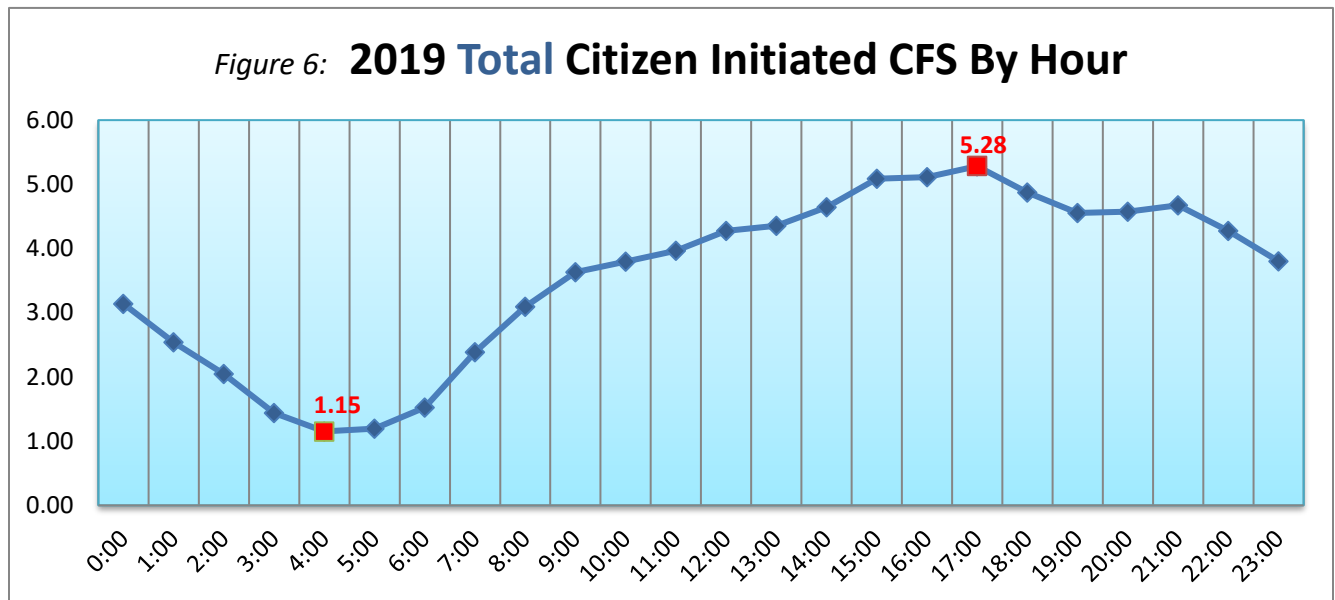
To accurately determine the workload of the Patrol Function an analysis was completed of the number of calls for service and the nature of those calls. The calls were analyzed to determine the amount of time each separate nature code takes on average to complete. The nature and volume of calls for service can vary greatly based on the geographic area of the City. This difference may require different staffing levels, different number of officers per vehicle, or different scheduling options to adequately manage the overall workload. This analysis focused on calls for service both citywide and separated by patrol beats.

As part of the call for service analysis, the Intelligence Unit reviewed the amount of time spent on all citizen initiated calls for service over the past 5 years. A 5 year average was calculated for each call nature. The table with this data was attached separately due to its size, see Appendix A at the end of this report. The data from analysis shows that consistently over the past 5 years domestics, emergency care orders, warrants, disorderly conduct, larcenies and burglaries have been the calls for service requiring the most time. Those 7 types of calls for service equate to 38% of the average amount of time spent of all calls for service by year. Table 19 below depicts the percentages for each call for service nature.

TABLE 19: MOST TIME CONSUMING CALLS FOR SERVICE	
CALL NATURE	Percent of Average Time on All CFS
Domestics	12%
Emergency Care Orders	8%
Warrants	7%
Disorderly Conduct	4%
Larcenies	4%
Burglaries	3%
Total	38%

(Source: Lynchburg Computer Aided Dispatch System)

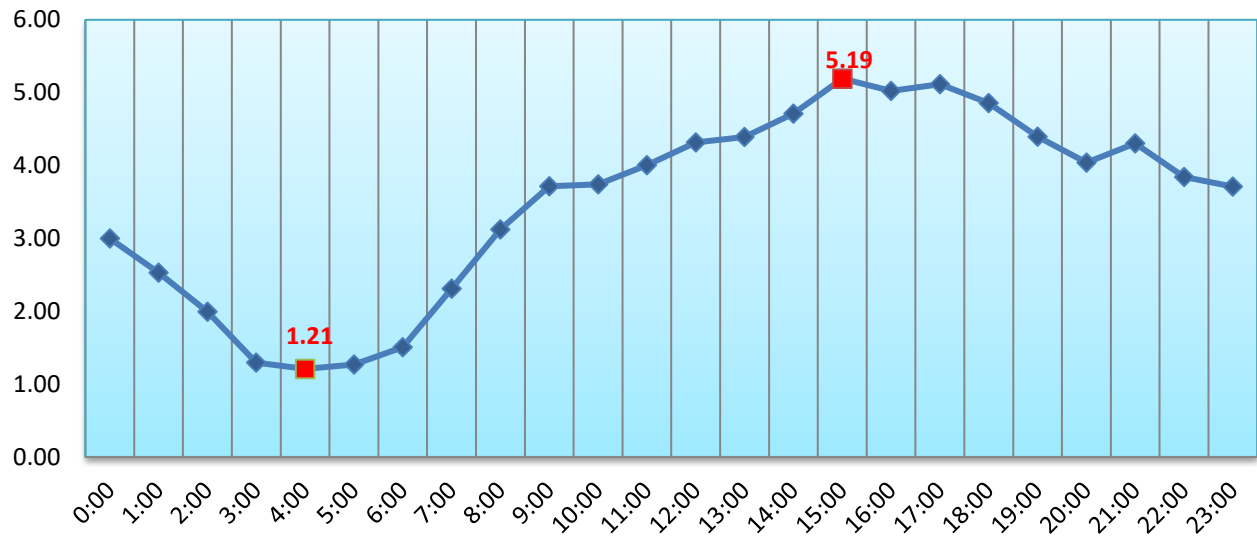
In 2019 the City of Lynchburg averaged 3.56 citizen initiated calls for service per hour for the year. The lowest call volume was recorded at the 4am hour with 1.15 calls for service per hour. The highest call volume was identified at the 5pm hour with 5.28 calls for service per hour (see figure 6).



(Source: Lynchburg Computer Aided Dispatch System)

In 2019 the City of Lynchburg averaged 3.51 citizen initiated calls for service per hour during the colder months (Jan, Feb, Mar, Oct, Nov & Dec). The lowest citizen initiated call volume was document in the 4am hour with an average of 1.21 calls for service per hour. The highest citizen initiated call for service volume was documented in the 3pm hour with an average of 5.19 citizen initiated calls for service per hour (See figure 7).

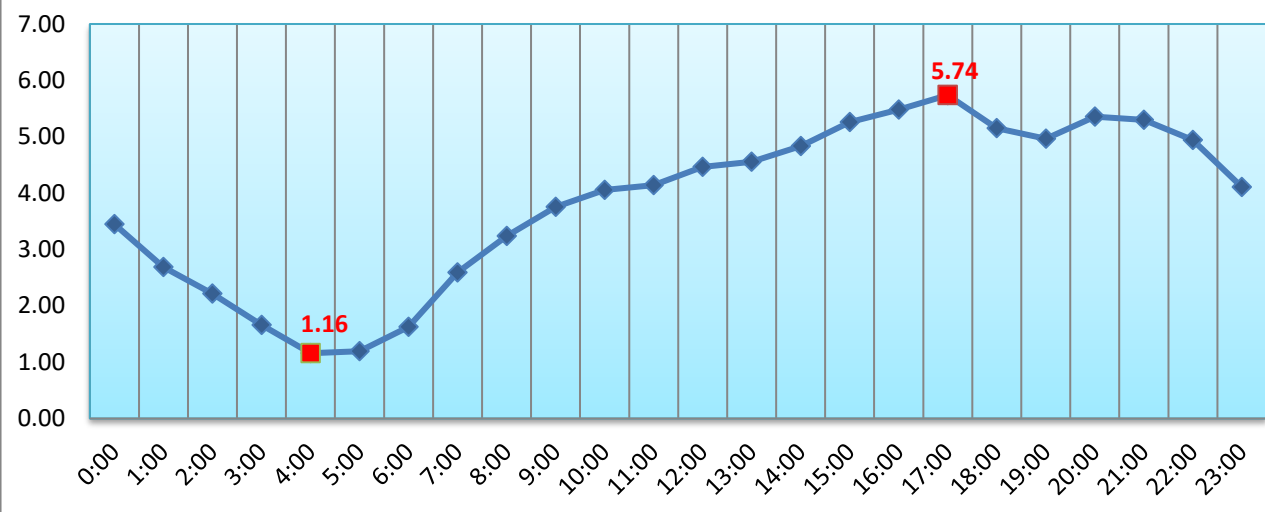
Figure 7: **2019 Colder Months** - Citizen Initiated CFS
By Hour



(Source: Lynchburg Computer Aided Dispatch System)

During the Warmer Months of 2019 (Apr - Sept) citizen initiated calls for service averaged 3.83 calls for service per hour. The lowest citizen initiated calls for service volume was documented in the 4am hour with 1.16 calls for service per hour. The highest citizen initiated calls for service volume was documented in the 5pm hour with 5.74 calls for service per hour (See figure 8).

Figure 8: **2019 Warmer Months** - Citizen Initiated CFS
By Hour



(Source: Lynchburg Computer Aided Dispatch System)

Table 20 below depicts 2019 citizen initiated calls for service separated by hour of the day and day of the week. The cells are color coded from green to yellow then red for each day based on call volume. Lighter call volume is represented as green, moderate is represented a yellow and high call volume is represented as red. Based on this analysis we can determine that Friday and Saturday are the days with the highest call volume. Sundays and Tuesdays are the days with the lowest call volume. The Table also shows that the hours between 12 pm and 10 pm are the hours with the highest call volume.

Table 20: 2019 Citizen Initiated CFS By Hour & Day of Week								
Hour	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
0:00	235	159	140	138	144	151	210	1,177
1:00	217	115	102	116	114	101	187	952
2:00	161	69	92	97	94	86	169	768
3:00	115	55	66	63	70	70	101	540
4:00	68	55	56	54	64	62	73	432
5:00	68	52	58	57	63	71	80	449
6:00	61	85	86	80	75	108	76	571
7:00	93	141	149	135	140	130	106	894
8:00	123	189	175	178	188	157	150	1,160
9:00	166	232	214	191	193	196	171	1,363
10:00	160	216	202	189	215	226	215	1,423
11:00	188	228	200	213	223	229	206	1,487
12:00	203	243	206	225	234	241	251	1,603
13:00	194	270	242	214	233	245	235	1,633
14:00	254	277	228	251	253	261	218	1,742
15:00	225	277	299	284	277	297	248	1,907
16:00	224	301	301	278	288	298	227	1,917
17:00	227	318	294	294	308	306	234	1,981
18:00	241	239	283	274	283	273	234	1,827
19:00	219	254	246	267	230	254	238	1,708
20:00	218	236	239	256	268	258	240	1,715
21:00	216	236	263	254	237	266	281	1,753
22:00	204	221	195	212	220	297	254	1,603
23:00	196	175	195	177	189	232	262	1,426
Total	4,276	4,643	4,531	4,497	4,603	4,815	4,666	32,031

(Source: Lynchburg Computer Aided Dispatch System)

A view of the same data but for only the Warmer Months (Apr through Sept), depicts slight changes in the times and days of week that have the highest call volume. Table 21 below depicts the data for the warmer months of 2019. The days with the highest call volume during the warmer months are: Monday, Friday and Saturday with Monday being the day with the highest. The call volume stayed generally consistent with the period between 12 pm and 10 pm being the time frame with the highest volume of calls for service.

Table 21: Warmer Months Citizen Initiated CFS By Hour & Day of Week (Analysis Period: April 1, 2019 through Sept. 30, 2019)								
Hour	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
0:00	126	79	76	74	83	84	109	631
1:00	106	68	48	60	49	60	101	492
2:00	85	37	48	59	49	47	80	405
3:00	69	29	48	33	39	37	49	304
4:00	34	29	30	24	31	36	28	212
5:00	33	34	24	30	24	32	41	218
6:00	36	57	40	45	28	53	38	297
7:00	50	78	70	78	63	72	63	474
8:00	63	92	91	93	91	82	80	592
9:00	84	120	100	97	95	92	99	687
10:00	70	123	118	101	103	110	117	742
11:00	86	126	97	106	111	125	107	758
12:00	100	117	105	109	120	129	137	817
13:00	97	140	134	105	130	122	106	834
14:00	135	156	116	122	113	136	106	884
15:00	113	152	158	142	134	143	120	962
16:00	119	151	173	140	149	148	123	1,003
17:00	121	171	155	159	159	154	131	1,050
18:00	129	131	131	148	148	127	129	943
19:00	126	139	135	138	116	124	130	908
20:00	111	133	136	145	168	143	144	980
21:00	117	152	134	141	131	141	154	970
22:00	110	139	111	125	124	164	131	904
23:00	106	95	115	94	101	113	127	751
Total	2,226	2,548	2,393	2,368	2,359	2,474	2,450	16,818

(Source: Lynchburg Computer Aided Dispatch System)

Table 22 below, depicts the same data as Table 21 but for the colder months (Jan – Mar & Oct – Dec). Thursday, Friday and Saturday were the days with the highest citizen initiated calls for service, with Friday being the day with the highest volume. The time frame for the highest number of calls for service dropped off 1 hour earlier than the warmer months with the highest call volume between the hours of 12 pm to 9 pm.

Table 22: Colder Months Citizen Initiated CFS By Hour & Day of Week (Analysis Period: Jan. 1, 2019 - Mar 31, 2019 & Oct. 1, 2019 - Dec. 31 2019)								
Hour	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
0:00	109	80	64	64	61	67	101	546
1:00	111	47	54	56	65	41	86	460
2:00	76	32	44	38	45	39	89	363
3:00	46	26	18	30	31	33	52	236
4:00	34	26	26	30	33	26	45	220
5:00	35	18	34	27	39	39	39	231
6:00	25	28	46	35	47	55	38	274
7:00	43	63	79	57	77	58	43	420
8:00	60	97	84	85	97	75	70	568
9:00	82	112	114	94	98	104	72	676
10:00	90	93	84	88	112	116	98	681
11:00	102	102	103	107	112	104	99	729
12:00	103	126	101	116	114	112	114	786
13:00	97	130	108	109	103	123	129	799
14:00	119	121	112	129	140	125	112	858
15:00	112	125	141	142	143	154	128	945
16:00	105	150	128	138	139	150	104	914
17:00	106	147	139	135	149	152	103	931
18:00	112	108	152	126	135	146	105	884
19:00	93	115	111	129	114	130	108	800
20:00	107	103	103	111	100	115	96	735
21:00	99	84	129	113	106	125	127	783
22:00	94	82	84	87	96	133	123	699
23:00	90	80	80	83	88	119	135	675
Total	2,050	2,095	2,138	2,129	2,244	2,341	2,216	15,213

(Source: Lynchburg Computer Aided Dispatch System)

Table 23 below depicts an analysis of citizen initiated calls for service by patrol beat for 2019. For this analysis calls for service at the police department, Blue Ridge Regional Jail and the Hospital were removed to prevent skewing the number of calls attributed to beats B1 and B4. The data shows that the time frame for each beat varies slightly but all the beats highest volume of calls for service per hour are between the hours of 12 pm and 10 pm. Beats B10 had the highest call volume with B4 and B5 close behind.

Table 23: 2019 Citizen Initiated CFS by Patrol Beat and Hour of Day												
Hour	B1	B2	B3	B4	B5	B6	B7	B8	B9	B10	No Assigned Beat	Total
0:00	113	106	72	120	102	129	114	75	113	176	8	1,128
1:00	103	72	81	88	94	105	85	60	87	111	6	892
2:00	90	65	51	77	69	85	74	56	70	93	5	735
3:00	44	50	41	51	49	49	47	51	54	60	3	499
4:00	29	47	31	40	51	46	35	44	36	40	3	402
5:00	41	38	38	53	31	39	31	42	36	58	2	409
6:00	50	52	53	52	69	59	47	44	48	65	1	540
7:00	83	72	92	112	91	75	52	86	70	100	4	837
8:00	128	105	99	147	111	94	98	107	105	113	1	1,108
9:00	134	112	117	187	144	122	102	117	105	149	6	1,295
10:00	133	101	107	188	140	126	120	116	141	162	8	1,342
11:00	150	101	111	172	154	124	122	163	141	158	7	1,403
12:00	172	111	133	176	196	129	126	149	141	198	6	1,537
13:00	132	134	131	198	169	117	132	153	145	213	3	1,527
14:00	170	131	163	205	164	138	145	164	129	222	7	1,638
15:00	169	141	180	231	202	152	170	185	140	248	6	1,824
16:00	160	149	165	220	187	175	207	194	156	212	4	1,829
17:00	158	142	176	224	215	167	181	224	168	231	7	1,893
18:00	169	143	153	201	211	140	148	203	153	228	5	1,754
19:00	152	131	162	163	188	142	163	172	156	207	6	1,642
20:00	170	157	149	178	193	150	135	168	151	186	2	1,639
21:00	147	140	164	178	178	163	166	153	157	225	9	1,680
22:00	163	149	132	152	152	164	147	139	156	175	7	1,536
23:00	140	130	116	122	155	153	143	87	133	191	3	1,373
Total	3,000	2,579	2,717	3,535	3,315	2,843	2,790	2,952	2,791	3,821	119	30,462

(Source: Lynchburg Computer Aided Dispatch System)

Table 24 below depicts citizen-initiated calls for service during the warmer months (April 1 2019 through Sept. 30, 2019) by patrol beat. For this analysis calls for service at the police department, Blue Ridge Regional Jail and the Hospital were removed to prevent skewing the number of calls attributed to beats B1 and B4. During the warmer months of 2019 beat B10 was the beat with the highest volume of calls, followed by B4 then B5.

Table 24: Warmer Months Citizen Initiated CFS by Patrol Beat and Hour of Day (Analysis Period: April 1, 2019 - Sept. 30, 2019)												
Hour	B1	B2	B3	B4	B5	B6	B7	B8	B9	B10	No Assigned Beat	Total
0:00	68	50	43	60	63	66	59	42	55	92	5	603
1:00	66	40	38	46	44	41	55	23	50	56	5	464
2:00	51	32	30	39	30	51	39	30	33	48	3	386
3:00	28	26	25	28	31	27	31	20	30	33	2	281
4:00	14	19	13	19	31	21	20	22	19	20	1	199
5:00	19	16	24	28	11	16	18	19	22	24	2	199
6:00	36	21	25	28	42	24	23	24	26	27	1	277
7:00	50	39	53	51	45	41	33	43	36	58	2	451
8:00	60	49	50	77	63	50	54	59	47	56	1	566
9:00	78	57	59	78	86	62	54	61	47	69	2	653
10:00	76	56	59	102	72	62	67	53	74	70	2	693
11:00	92	44	54	92	78	67	64	79	74	66	3	713
12:00	78	59	55	94	100	65	71	82	73	104	3	784
13:00	67	70	67	113	89	58	67	72	74	101	0	778
14:00	85	66	83	98	82	71	69	83	66	123	5	831
15:00	90	74	87	122	115	70	84	93	70	109	2	916
16:00	90	78	103	99	97	89	102	95	87	102	2	944
17:00	93	70	111	109	112	97	96	113	87	125	2	1,015
18:00	84	86	85	103	110	68	69	102	77	116	2	902
19:00	84	63	88	87	93	71	86	93	94	113	4	876
20:00	103	87	95	84	114	88	76	101	76	108	2	934
21:00	70	82	96	101	93	96	99	87	90	108	3	925
22:00	98	80	81	90	98	98	83	74	82	87	2	873
23:00	79	69	61	56	81	79	78	40	77	104	0	724
Total	1,659	1,333	1,485	1,804	1,780	1,478	1,497	1,510	1,466	1,919	56	15,987

(Source: Lynchburg Computer Aided Dispatch System)

Table 25 below depicts the citizen initiated calls for service for the colder months of 2019 (October, November, December, January, February & March) broken down by hour of day and patrol beat. For this analysis calls for service at the police department, Blue Ridge Regional Jail and the Hospital were removed to prevent skewing the number of calls attributed to beats B1 and B4. Beat 10 showed the highest call volume for the colder months with beats B4 and B5 close behind. During the colder months the call volume drops off an hour earlier at 9 pm.

Table 25: Colder Months Citizen Initiated CFS by Patrol Beat and Hour of Day (Analysis Period: Jan. 1, 2019 - Mar. 31, 2019 & Oct. 1, 2019 - Dec. 31, 2019)												
Hour	B1	B2	B3	B4	B5	B6	B7	B8	B9	B10	No Assigned Beat	Total
0:00	45	56	29	60	39	63	55	33	58	84	3	525
1:00	37	32	43	42	50	64	30	37	37	55	1	428
2:00	39	33	21	38	39	34	35	26	37	45	2	349
3:00	16	24	16	23	18	22	16	31	24	27	1	218
4:00	15	28	18	21	20	25	15	22	17	20	2	203
5:00	22	22	14	25	20	23	13	23	14	34	0	210
6:00	14	31	28	24	27	35	24	20	22	38	0	263
7:00	33	33	39	61	46	34	19	43	34	42	2	386
8:00	68	56	49	70	48	44	44	48	58	57	0	542
9:00	56	55	58	109	58	60	48	56	58	80	4	642
10:00	57	45	48	86	68	64	53	63	67	92	6	649
11:00	58	57	57	80	76	57	58	84	67	92	4	690
12:00	94	52	78	82	96	64	55	67	68	94	3	753
13:00	65	64	64	85	80	59	65	81	71	112	3	749
14:00	85	65	80	107	82	67	76	81	63	99	2	807
15:00	79	67	93	109	87	82	86	92	70	139	4	908
16:00	70	71	62	121	90	86	105	99	69	110	2	885
17:00	65	72	65	115	103	70	85	111	81	106	5	878
18:00	85	57	68	98	101	72	79	101	76	112	3	852
19:00	68	68	74	76	95	71	77	79	62	94	2	766
20:00	67	70	54	94	79	62	59	67	75	78	0	705
21:00	77	58	68	77	85	67	67	66	67	117	6	755
22:00	65	69	51	62	54	66	64	65	74	88	5	663
23:00	61	61	55	66	74	74	65	47	56	87	3	649
Total	1,341	1,246	1,232	1,731	1,535	1,365	1,293	1,442	1,325	1,902	63	14,475

(Source: Lynchburg Computer Aided Dispatch System)

Table 26 depicts the volume of calls for service by day of the week and patrol beat for 2019. For this analysis calls for service at the police department, Blue Ridge Regional Jail and the Hospital were removed to prevent skewing the number of calls attributed to beats B1 and B4. The table shows that for most beats Friday and Saturday are the days with the highest call volume. The exceptions are beats B1 and B3. B1's highest call volume is on Monday and B3's highest call volume is on Thursday.

Table 26: 2019 Citizen Initiated CFS by Patrol Beat and Day of Week								
Patrol Beat	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
B1	375	461	431	441	455	415	422	3,000
B2	363	364	340	357	367	417	371	2,579
B3	380	394	390	356	413	396	388	2,717
B4	406	489	533	528	546	582	451	3,535
B5	456	484	478	453	450	472	522	3,315
B6	395	415	408	402	401	387	435	2,843
B7	384	407	410	372	373	432	412	2,790
B8	376	412	442	411	413	442	456	2,952
B9	388	404	393	380	401	400	425	2,791
B10	567	549	481	518	521	589	596	3,821
No Assigned Beat	14	16	12	18	20	21	18	119
Total	4104	4395	4318	4236	4360	4553	4496	30,462

(Source: Lynchburg Computer Aided Dispatch System)

Table 27 below depicts citizen initiated calls for service by beat and day of the week for the warmer months (April 1, 2019 through Sept. 30, 2019). For this analysis calls for service at the police department, Blue Ridge Regional Jail and the Hospital were removed to prevent skewing the number of calls attributed to beats B1 and B4. For the warmer months the days with the highest call volumes were more spread out. Beats B1, B6 and B10 saw the highest call volume on Mondays. Beat B3's highest volume was on Tuesday. Beat B2 and B4 had the highest call volume on Friday and beats B5, B7 and B9 saw the highest call volume on Saturday.

Table 27: Warmer Months Citizen Initiated CFS by Patrol Beat and Day of Week (Analysis Period: April 1, 2019 - Sept. 30, 2019)								
Patrol Beat	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
B1	205	262	241	246	232	223	250	1,659
B2	200	204	173	191	167	215	183	1,333
B3	202	221	229	192	212	214	215	1,485
B4	218	259	279	259	277	291	221	1,804
B5	242	271	249	246	241	246	285	1,780
B6	193	239	212	193	212	231	198	1,478
B7	206	212	219	208	201	225	226	1,497
B8	179	231	228	200	206	216	250	1,510
B9	201	211	205	208	219	191	231	1,466
B10	292	295	245	269	254	279	285	1,919
No Assigned Beat	9	7	6	10	7	8	9	56
Total	2147	2412	2286	2222	2228	2339	2353	15,987

(Source: Lynchburg Computer Aided Dispatch System)

Table 28 below depicts citizen initiated calls for service by patrol beat and hour of the day for the colder months of 2019 (October, November, December, January, February and March).). For this analysis calls for service at the police department, Blue Ridge Regional Jail and the Hospital were removed to prevent skewing the number of calls attributed to beats B1 and B4. For the colder months in 2019 the majority of the beats saw the highest call volume on either Friday or Saturday. The exceptions were B1 and B3 with Thursday being the day with the highest call volume.

Table 28: Colder Months Citizen Initiated CFS by Patrol Beat and Hour of Day (Analysis Period: Jan. 1, 2019 - Mar. 31, 2019 & Oct. 1, 2019 - Dec. 31, 2019)								
Patrol Beat	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
B1	170	199	190	195	223	192	172	1,341
B2	163	160	167	166	200	202	188	1,246
B3	178	173	161	164	201	182	173	1,232
B4	188	230	254	269	269	291	230	1,731
B5	214	213	229	207	209	226	237	1,535
B6	202	176	196	209	189	156	237	1,365
B7	178	195	191	164	172	207	186	1,293
B8	197	181	214	211	207	226	206	1,442
B9	187	193	188	172	182	209	194	1,325
B10	275	254	236	249	267	310	311	1,902
No Assigned Beat	5	9	6	8	13	13	9	63
Total	1957	1983	2032	2014	2132	2214	2143	14,475

(Source: Lynchburg Computer Aided Dispatch System)

Table 29 depicts the number of citizen initiated calls for service responded to by patrol beat in 2019 as well as the average time it takes an officer to clear a call for service. Based on the table the average time to complete a call for service in 2019 was 54 minutes and 05 seconds.

Table 29: Average Time on Citizen Initiated Calls by Patrol Beat		
Patrol Beat	Total CFS	Average Time per CFS (hh:mm:ss)
B1	3000	0:44:36
B2	2579	0:46:02
B3	2717	0:48:45
B4	3535	1:17:10
B5	3315	1:06:10
B6	2843	0:42:27
B7	2790	0:48:59
B8	2952	0:48:42
B9	2791	0:52:46
B10	3821	0:55:36
Total	30343	0:54:05

(Source: Lynchburg Computer Aided Dispatch System)

During the analysis of calls for service it was determined that a large portion of the calls for service required more than one unit to be dispatched. Table 30 below depicts the percentage of calls for service in 2019 that required more than one officer. The table shows that 31.11% of all calls for service required only one officer and 68.89% required more than one.

Table 30: Number of Officers responding to CFS		
Number of Units Responding	Total CFS	% of CFS
1 Unit	9,962	31.11%
2 OR More Units	22,069	68.89%
Total	32,031	N/A

(Source: Lynchburg Computer Aided Dispatch System)

Staffing Analysis

Table 31 below depicts the average number of officers working on patrol each day by month and rank for the past 12 months (December 1, 2018 through November 30, 2019). Average officer counts are also depicted for each of the three shifts (Days, Nights & Power). Minimum staffing levels were initially set at 12 officers for Daylight

and Night Shifts, which would give 1 officer for each patrol beat with two officers left over to assist in beats with higher call volume. Due to lack of staffing this was changed to 10 officers, which are enough officers to cover each patrol beat with no reserve. The minimum staffing levels for power shift was initially set at 5 to have enough officers to cover half the patrol beats in the City. Due to lack of staffing this was dropped to 3 officers. In Table 31 below, red cells in the table indicate months when that shift averaged either at or below minimum staffing. Based on Table 31, day shift on average operated at or below minimum staffing 6 out of the 12 months. Night shift on average operated at or below minimum staffing 7 out of 12 months. On average, power shift operated below minimum staffing every month. The overall average for the past 12 months day shift was 1 officer above minimum staffing. Night shift was at minimum staffing and power shift was 1 officer below minimum staffing. Table 31 shows only those officers assigned to patrol beats. Many of these shortages were filled by having officers from other units work overtime to fill the gaps. Table 31 depicts a major issue with police coverage. When patrol beats are left unfilled during a patrol shift, gaps exist that lead to:

- Increased police response times
- Decreased citizen safety
- Lack of adequate backup for other officers
- Lack of crime reduction or suppression in those areas not covered
- Supervisors lack a reserve of officers to provide relief to patrol beats that become overwhelmed

		Table 31: Patrol Average Staffing Levels		
		Day Shift	Night Shift	Power Shift
Dec-18	Officers	11	8	2
	Sergeants	1	1	0
	Lieutenants	1	2	0
Jan-19	Officers	9	10	3
	Sergeants	1	1	1
	Lieutenants	1	1	0
Feb-19	Officers	9	10	3
	Sergeants	1	1	0
	Lieutenants	1	1	0
Mar-19	Officers	11	9	2
	Sergeants	1	1	1
	Lieutenants	1	1	0
Apr-19	Officers	9	10	2
	Sergeants	1	1	0
	Lieutenants	1	1	0
May-19	Officers	10	11	2
	Sergeants	1	1	0
	Lieutenants	1	1	0

		Table 31: Patrol Average Staffing Levels		
		Day Shift	Night Shift	Power Shift
Jun-19	Officers	12	11	2
	Sergeants	1	1	0
	Lieutenants	1	1	0
Jul-19	Officers	10	11	3
	Sergeants	1	2	1
	Lieutenants	0	1	0
Aug-19	Officers	11	11	2
	Sergeants	2	2	1
	Lieutenants	1	1	1
Sep-19	Officers	12	10	3
	Sergeants	2	2	0
	Lieutenants	1	1	0
Oct-19	Officers	10	11	3
	Sergeants	1	1	1
	Lieutenants	1	1	0
Nov-19	Officers	12	10	3
	Sergeants	1	2	0
	Lieutenants	1	1	0
12 Month Average	Officers	11	10	2
	Sergeants	1	1	0
	Lieutenants	1	1	0

(Source: Lynchburg Police Department T&D System)

Shift Relief Factor

The first step in determining how many officers are needed to handle the workload is to determine actually how many non-supervisory officers it takes to staff one police beat with one officer 24 hours a day, 365 days a year. This is accomplished by calculating the shift relief factor. The Shift Relief Factor is a method to determine how many officers are needed just to cover the time and positions before workload is actually considered. To determine the Shift Relief Factor the Intelligence Unit had to analyze officers work patterns, leave, training and work assignments.

First the Intelligence Unit had to determine the average time that an officer is absent from work either through training, holidays, vacation, temporary duty or other absence. Based on an analysis conducted of the time records, officers working a 12 hour shift are absent on average 442 hours per year and 10 hours shift officers are absent on average 453 hours per year (See Tables 32 & 33).

Table 32 depicts the Shift Relief Factor calculation for the platoons that work a 12 hours shift (Platoons A, B, D and E) officers only (no supervisors). Each 12 hour shift officer's position is scheduled to work a total of 2,184 hours per year. On average, after absences, officers work 1,742.31 hours per year. Based on this calculation the Shift Relief Factor is 5.03 indicating that 5.03 officers are needed to cover one patrol position, 24 hours a day, 7 days a week for 365 days a year. To staff Patrol with 12 officers, which would include all 10 beats covered with two additional officers would require 60 officers working the 12 hour shift rotation in Platoons A, B, D and E. This Shift Relief Factor Analysis does not take into consideration the actual workload, only the number of officers based on the hours an officer is needed. Workload will be included later in this section.

Table 32: 12 HOUR SHIFTS (Platoons A,B,D & E Officers Only) SHIFT RELIEF FACTOR			
	Type of Absence	Actual Hours	Avg. Per Officer
A	Training	7,832 hrs	111 hrs
B	Holidays	3,462 hrs	48 hrs
C	Vacation	6,475 hrs	88 hrs
D	Comp-time	1,767 hrs	24 hrs
E	Sick Leave	2,863 hrs	39 hrs
F	Military Leave	866 hrs	12 hrs
G	Temporary Duty	1,010 hrs	14 hrs
H	XD Hours	4,563 hrs	61 hrs
I	Personal Leave	1,035 hrs	14 hrs
J	Administrative Leave	1,252 hrs	14 hrs
K	Family Leave	1,289 hrs	17 hrs
L	Total Absences (add rows A thru K)	32,412 hrs	442 hrs
M	Hours Each Officers Works per year (42 hrs. per week x 52 weeks)	2,184.00 hrs	
N	Hours less Absences (Row M – Row L)	1,742.31 hrs	
O	Hours in 12hr shift per year (12 hr. per shift x 365 Days)	4,380.00 hrs	
P	Shift Relief Factor - 12 hr Coverage (Row O / Row N)	2.51 Officers	
Q	Shift Relief Factor for 24 hr Coverage ((Row O x 2) / Row N)	5.03 Officers	
	Officers Needed for minimum staffing 24 hrs. per day (Row Q x 12 officers)	60 Officers	

Table 33 depicts the Shift Relief Factor calculation for platoon C (Power Shift) non-supervisory officers, which currently work a 10 hour shift 4 days a week. Each 10 hour shift officer's position is scheduled to work a total of 2,080 hours per year. On average, after absences, officers work a total of 1,627.40 hours per year. Based on this calculation the Shift Relief Factor for C Platoon is: 1.28 officers to cover one patrol position 10 hours a day, 4 days a week for 52 weeks a year. To staff C Platoon with 5 Power Shift Officers, or enough officers to cover half the patrol beats in the city, would require 6 Officers assigned to C Platoon. The Shift Relief Factor does not

include any analysis of workload but is based solely on officer's hours of availability. Workload will be included later in this section.

Table 33: 12 HOUR SHIFTS (Platoon C Officers Only) SHIFT RELEIF FACTOR			
	Type of Absence	Actual Hours	Avg. Per Officer
A	Training	926 hrs	89 hrs
B	Holidays	572 hrs	52 hrs
C	Vacation	1,102 hrs	102 hrs
D	Comp-time	488 hrs	44 hrs
E	Sick Leave	604 hrs	57 hrs
F	Military Leave	410 hrs	33 hrs
G	Temporary Duty	218 hrs	21 hrs
H	XD Hours	0 hrs	0 hrs
I	Personal Leave	150 hrs	14 hrs
J	Administrative Leave	414 hrs	33 hrs
K	Family Leave	87 hrs	9 hrs
L	Total Absences (add rows A thru K)	4,972 hrs	453 hrs
M	Hours Each Officers Works per year (40 hrs. per week x 52 weeks)	2,080.00 hrs	
N	Hours less Absences (Row M – Row L)	1,627.40 hrs	
O	Hours in 12hr shift per year (10 hrs. x 4 days per week) x 52 weeks)	2,080.00 hrs	
P	Shift Relief Factor - 10 hr Coverage (Row O / Row N)	1.28 Officers	
	Officers to staff 5 officers 10 hrs/ 4 days a week) (Row P x 5 officers)	6 Officers	

Administrative Labor

The next step in determining the number of non-supervisory officers needed is to determine the Administrative Labor for the Patrol Function. Administrative Labor is those duties that an officer has to perform on a daily, weekly or monthly basis, that relate to their job but are not actually part of their operational labor. These include:

- Report Writing
- Daily Patrol or Roll Call Briefings
- Prep for patrol (acquiring needed supplies & vehicle)
- Meal or personal care breaks
- Court attendance during day shifts
- On duty training
- Vehicle maintenance or refueling
- Field Training Officers Time
- Equipment Maintenance
- Attending Meetings
- Follow-up Investigations

- Other administrative duties

The IACP suggests the Administrative Labor total should be 30% of the total amount of time available for officers.

Most Administrative Labor times are not captured by the police department. To identify the amount of time that officers spend on administrative tasks, the Intelligence Unit utilized a survey of all officers assigned to the Patrol Function.

Table 34 below depicts the average amount of time that officers spent on administrative tasks according to the survey. According to the survey officers spend on average 214 hours writing reports while they are not actually on a call for service. It is common due to heavy call volume or lack of staffing, for officers to collect the information for a report and clear from the call so they can handle other calls for service that are waiting. The actual report for that call is written later as the officer has time, often at the end of the shift. According to the survey, follow-up investigations account for 245 hours per year. Follow-up investigations are those investigations assigned to officers from an initial offense report that they generated while on patrol. Their initial report gets filed, then is reviewed by Report Review (and sometime the Criminal Investigations Division) then assigned back to the officer for further investigation. These are cases that are usually assigned to patrol officers because they are minor in nature, there are not enough investigators to handle the case, or the patrol officer could benefit from the experience in completing the investigation. In these cases the officer must work this case while handling their other workload.

The survey indicated that a total of 604 hours is spent each year by non-supervisory officers on administrative activities. This equates to an average of 38.50% of their available time.

Table 34: ADMINISTRATIVE LABOR (AVERAGE PER OFFICER)	
Administrative Activity	Hours per Year
Report writing (not on a call for service)	214 hrs.
Follow-up Investigation	245 hrs.
Meal / Personal Breaks	41 hrs.
Vehicle Maintenance	104 hrs.
Total	604 hrs.
Officer Available Hours	1568.60 hrs.
Current Administrative Labor %	38.50%

(Source: Patrol Officers Survey)

Operational Labor

After analyzing the Shift Relief Factor for the Patrol Function, it was determined that 74 non-supervisory officers, at minimum, were needed to cover the shift slots for the Patrol Function. The next step is to determine the Operational Labor (workload) which is the amount of time that officers spend actually responding to citizen initiated calls for service and to address “on-view” situations that they encounter. As mentioned previously, the International Association of Chiefs of Police (IACP) recommends that the percentage of a patrol officer’s time spent on Operational Labor should not continuously exceed 30%. Over 30% leaves little to no time for proactive police work, community policing, or preventative patrols. Calculating the Operational Labor provides the

information to determine the total workload of the Patrol Function and allows us to utilize data from the Shift Relief Factor Analysis to help determine how many non-supervisory officers it would take to meet that workload.

Based on the analysis of citizen initiated calls for service, patrol staffing levels and officer's scheduled work hours, the Intelligence Unit was able to calculate the current Operational Labor percentage for the Lynchburg Police Department Patrol Function.

Table 35 below depicts the workload established from the call for service analysis, for patrol. The table shows that the platoons that work a 12 hours shift on average commit 44,451.76 hours on citizen initiated calls for service. Patrol unit in Platoon C that work a 10 hours shift commit an average of 4,379.97 hours per year to citizen initiated calls for service.

TABLE 35: PATROL WORKLOAD	
PLATOON	HOURS ON CITIZEN INITIATED CALLS IN 2019
Platoon A, B, D & E	44451.76
Platoon C	4379.97
Total	48831.73

Table 36 below depicts operational labor for Patrol. Based on this analysis, the average non-supervisory patrol officer (Ranks PO, PO1, PO2 & PO3) working a 12 hour shift (Platoons A, B, D and E) dedicate 41.82% of their on-duty time answering citizen initiated calls for service (Operational Labor). This is 11.82% above the 30% suggested by the IACP. Non-supervisory officers (Ranks PO, PO1, PO2 & PO3) assigned to C Platoon (Power Shift) who work a 10 hour shift, dedicate 38.45% of their time on duty to citizen initiated calls for service (Operational Labor). This is 8.45% above the maximum suggested by IACP. Row A of table 36 shows the total amount of time that officers spend on citizen initiated calls for service in 2019. The targeted operational labor percentage for the Lynchburg Police Department is a maximum of 30%.

With the department's current citizen initiated workload, Lynchburg would need 94 officers assigned to the patrol function to keep the amount of time that officers spend on citizen initiated calls for service at a maximum of 30% of officer's on-duty time. This would require an additional 13 non-supervisory officers above what is currently allocated to the patrol function.

TABLE 36:		Operational Labor	
		Plt A, B, D & E	Plt C
A	Total Patrol Unit Obligated Hours - Citizen CFS (from Table 35)	44451.76	4379.97
B	Available Hours per Officer (from Table 32 row M and Table 33 row L)	1742.31	1627.4
C	Current Strength in Field Ops	61	7
D	Allocated Strength in Field Ops	72	9
E	Current Patrol Hours Available (row B x row C)	106280.91	11391.8
F	Current % Obligated to Citizen CFS (Operational Labor) (row A / row E)	41.82%	38.45%
G	Target Operational Labor	30%	30%
H	Officer Workload Hours Available at 30% (row B x .3)	522.69	488.22
I	Patrol Officers Required to Meet Target Workload (row A / row H)	85	9
J	Additional Officers Needed From Allocation (row I - row D)	13	0

Uncommitted Time

Like Administrative Labor, Uncommitted Time is not tracked by the police department. Uncommitted time is that time an officer is not assigned to a call for service or is not actively engaged in an administrative duty. This is time that the officer has to conduct actual patrol activities, traffic enforcement, community policing or engagement, interact with citizens, or address quality of life issues within their assigned patrol beat. To determine the amount of uncommitted time for non-sworn officers, the Intelligence Unit utilized the calculations from the Operational Labor and Administrative Labor to determine uncommitted time. The Intelligence unit added operational labor and administrative labor together then subtracted that from the officer's available time to arrive at uncommitted time (See Tables 36 & 37 below).

The uncommitted time calculations in Tables 37 and 38 indicated that officers have little time to conduct proactive police work (1 hr. 49 min. per 12 hour shift, and 2 hr. 10 min. per 10 hour shift). The majority of their time is spent going from call to call being reactive to calls for service. This prevents LPD from being as effective as it could be at preventing or deterring crime. Officer presence has a dramatic effect on reducing crime. Officers not having the time to conduct proper patrols through their assigned neighborhoods can lead to increased crime rates in those areas.

Table 37: Uncommitted Time (Platoons A, B, D & E)		
Labor Type	Avg. Hours	Percentage of Officers Available Hours
Operational Labor	729 hrs.	46.28 %
Administrative Labor	606 hrs.	38.50 %
Uncommitted Time	240 hrs.	15.22 %
Avg. Uncommitted Time per Day		1 hour 49 minutes per 12 hour shift

Table 38: Uncommitted Time (Platoon C)		
Labor Type	Avg. Hours	Percentage of Officers Available Hours
Operational Labor	628 hrs.	39.89 %
Administrative Labor	606 hrs.	38.50 %
Uncommitted Time	340 hrs.	21.61 %
Avg. Uncommitted Time per Day		2 hour 10 minutes per 10 hour shift

Span of Control

Span of Control, also known as management ratio, refers to the number of officers or subordinates controlled directly by a supervisor. This is the process that the Intelligence Unit utilized to determine the appropriate level of supervisors needed in the Patrol Function. There is no clear guide on how many supervisors are needed in each work group, but there are several guidelines that can be utilized to determine if the number of supervisors is consistent with what is needed for the organization. Some of the factors that affect span of control are:

- Geographic dispersion of subordinates. How far are the people the supervisor is in control spread out. The further subordinates are spread out the smaller the span of control should be.
- How complex are the tasks that the subordinates are asked to complete. The more complex the task the narrower the span of control needs to be.
- How capable are the subordinate of handling their assigned tasks, or working on their own. The more capable the subordinates, the greater the span of control can be.
- The experience level of the supervisor. A more experience supervisor can manage more subordinates.
- How similar are the tasks that the subordinates are performing. The more similar the task the greater the span of control can be.
- How volatile or hazardous is the work environment. The more volatile or hazardous the narrower the span of control needs to be to ensure the safety of the subordinate and the organization.
- What Information Technology (IT) is available to assist the supervisor to managing their subordinates? The better the technology or computer programs utilized to make the supervisors job easier, the greater the span of control can be.

As span of control increases, the agency experiences a breakdown in communication and effectiveness. As the climate towards the police changes, how broad the span of control is becomes a major factor.

The current ratio of supervisors is listed in Table 39. The Current Unit Allocation is one sergeant for every 9 officers in patrol, one lieutenant for every 2 sergeants and one captain for every 3 lieutenants. The current ratio based on the unit allocation (1:9) is higher than any of the other organizations reviewed. The span of control for

lieutenants to sergeants is narrower than the other agencies that averaged 1 lieutenant for every 4 sergeants. The ratio of captains to lieutenants is in balance with other agencies where the average was 1 captain to 3 lieutenants. If an additional 13 officers were added to the patrol allocation, 2 additional sergeants are needed to the ratios the same.

Table 39:

	SPAN OF CONTROL			
	Lynchburg PD	Virginia Beach PD	Hampton PD	Roanoke PD
Sergeant to Officer Ratio:	1:9	1:7	1:7	1:6
Lieutenant to Sergeant Ratio:	1:2	1:4	1:3	1:4
Captain to Lieutenant Ratio:	1:3	1:4	1:2	1:4

Patrol Function Conclusion

The analysis conducted suggests the current workload of the Patrol Function is much higher than the staffing level can effectively handle. Over the past several years, State and Federal laws have changed requiring officers to spend larger amounts of time on specific calls for service such as domestic disputes, emergency care orders and temporary detention orders. The increased time spent on calls leaves officers running from call to call with little to no time for preventive or proactive police work. This combined with the issues in recruiting and maintaining qualified officers, has made it difficult for the Lynchburg Police Department to meet the workload demand for Patrol.

To manage the current workload of the Patrol Function and keep the targeted percentage of officer's time on citizen initiated calls for service at 30%, an additional 13 non-supervisory officers are needed above the current allocation for Patrol. The addition of 13 officers to Patrol would require 1 to 2 additional sergeants to keep the span of control manageable.

The proposed staffing would include increasing C Platoon to 18 Officers which would require 1 additional sergeant. Additionally 4 officers would be left to either be split between the existing platoons or formed into a smaller platoon or reaction group similar to the SIRT Team utilized during summer months. If a new platoon were created this would require an additional sergeant's position.

Field Operations Bureau I			
<u>Current Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Captain	1 Captain	1 Captain	None
Platoon A	Platoon A	Platoon A	Platoon A
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
2 Sergeants	2 Sergeants	2 Sergeants	None
18 Officers	18 Officers	18 Officers	None
Platoon B	Platoon B	Platoon B	Platoon B
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
2 Sergeants	2 Sergeants	2 Sergeants	None
18 Officers	18 Officers	18 Officers	None
Platoon C	Platoon C	Platoon C	Platoon C
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
1 Sergeant	2 Sergeants	2 Sergeants	+1 Sergeant
9 Officers	18 Officers	18 Officers	+ 9 Officers

Field Operations Bureau II			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Captain	1 Captain	1 Captain	None
Platoon D	Platoon D	Platoon D	Platoon D
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
2 Sergeants	2 Sergeants	2 Sergeants	None
18 Officers	18 Officers	18 Officers	None
Platoon E	Platoon E	Platoon E	Platoon E
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
2 Sergeants	2 Sergeants	2 Sergeants	None
18 Officers	18 Officers	18 Officers	None
	Additional	Additional	Additional
	1 Sergeant	1 Sergeant	+1 Sergeant
	4 Officers	4 Officers	+4 Officers

Section II: Field Support Division

The Field Support Division is divided into three units: the Traffic Unit, the Community Action Team (CAT), and the School Resource Officers. For this analysis, each of the units was analyzed separately due to their differing work assignments and workload. Part 1 is the Traffic Unit, Part 2 is the Community Action Team (CAT) and Part 3 is the School Resource Officers.

Authorized Staffing

The authorized staffing level for the Field Support Division is:

- 1 Lieutenant
- 3 Sergeants
- 16 Officers
- 1 Civilian

Part 1: Community Action Team (CAT)

The Community Action Team is the community policing unit for the Lynchburg Police Department. The unit's allocation is 1 sergeant, 6 officers and 1 civilian crime prevention specialist. This unit was designed to facilitate community building and community policing initiatives. The team works closely with community leaders such as pastors, Neighborhood Watch members, business leaders, other officers, and other law enforcement agencies to address a wide array of community concerns. The officers assigned to the unit are responsible for community policing efforts and the civilian is responsible for the crime prevention aspect of the unit.

Authorized Staffing

The authorized staffing level for the Community Action Team is:

- 1 Sergeant
- 6 Officers
- 1 Civilian

Workload Analysis Methodology

Due to the nature of this unit most of their activities are not documented in a way that would lend itself to easy analysis. The data for this analysis was compiled from interviews with the CAT members. The duties of a CAT officer change sometimes on a daily basis due to department or community need. For this analysis we analyzed the officers assigned to the unit separately from the civilian because of their very different workloads.

The Intelligence Unit compiled the information from the interviews and produced a list of the major activities that comprise the workload of CAT. Based on the interviews with the officers of CAT, the Intelligence Unit was able to determine the average number of hours that the Unit spends on these tasks each year, to determine the workload.

Administrative time for CAT was calculated at 30%. The total number of officers needed to handle the workload (Operational Labor) was determined by calculating the amount of time that each CAT officer is available, subtracting the 30% administrative time, then dividing the total number of hours in the units workload by the total number of hours each officers is available to determine the number of officers to meet the workload.

Officer's Schedule

The CAT Unit is currently assigned to work an 8 hours schedule Monday through Friday, however, this schedule is flexible and changes based on the unit activities. Many of the tasks of the unit require the officers to work additional hours, shift their schedule or come in on their days off to meet unit obligations.

Officer's Administrative Labor

Administrative time for CAT was calculated at 30%. This is the standard from IACP that was utilized for each unit other than the patrol function, in this report. Administrative labor consists of:

- Report Writing
- Daily Patrol or Roll Call Briefings
- Prep for patrol (acquiring needed supplies & vehicle)
- Meal or personal care breaks
- Court attendance during day shifts
- On duty training
- Vehicle maintenance or refueling
- Field Training Officers Time
- Equipment Maintenance
- Attending Meetings
- Follow-up Investigations
- Other administrative duties

Officer's Operational Labor

Operational Labor represents the total amount of time that the CAT team spends on unit tasks. Table 40 below depicts the major tasks handled by CAT and the total number of hours spent on each task each year. The table shows that the total workload for CAT is 8,172 hours per year.

Table 40: CAT Officer Workload	
Task	Hours
Community Events	936
Assigned Cases	2340
House Checks	2340
ABC Investigations	624
U.S. Marshals Taskforce	936
Neighborhood Watch Meetings	108
Liberty University Cadets	108
Narcotics Complaints	312
Wanted Subjects	468
Total Workload Hours:	8172

(Source: CAT Officer's Interviews)

Table 41 below depicts the Operational Labor for the CAT Unit. Row L calculates the total amount of time that a CAT Officer is absent during the year due to leave, training or other absence. Row M depicts the total hours that a CAT Officer is scheduled to work each calendar year. Row N calculates the amount of time that a CAT officer is actually at work by subtracting the number of hours they are absent each year from the number of hours they are scheduled to work. CAT was allocated the average 30% administrative time. Row P calculates the actual amount of time that a CAT Officer is available to handle unit tasks by subtracting the 30% administrative time from the officers actual time at work. Row Q depicts that total number of workload hours calculated in table 40. Row R calculates the total number of officers that are needed to handle the CAT workload by dividing the workload hours (row Q) by the officer's available hours (row P). The table shows that to handle the current workload for the Community Action Team would require 7 Officer. The current unit allocation is 6 Officers. To meet the current workload, one additional officer should be added to the current unit allocation.

Table 41: CAT OFFICER OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	102.90 hrs
B	Holidays	64.42 hrs
C	Vacation	139.09 hrs
D	Comp-time	36.88 hrs
E	Sick Leave	73.79 hrs
F	Military Leave	17.12 hrs
G	Temporary Duty	10.05 hrs
H	XD Hours	35.36 hrs
I	Personal Leave	15.08 hrs
J	Administrative Leave	0.48 hrs
K	Family Leave	13.81 hrs
L	Total Avg. Hours Absent (add rows A through K)	508.98 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,571.02 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,099.71 hrs
Q	Workload Hours (from Table 40)	8,172.00 hrs
R	Officers Need to meet demand (row Q/ row P)	7
	Current Unit Allocation	6
	Proposed Change to Unit Allocation	1

Crime Prevention Specialist Schedule

The Crime Prevention Specialist currently works an 8 hour work day, from Monday through Friday, 8 am to 4 pm. The specialist also adjusts her schedule based on other work assignments such as meetings or other duties in the evening hours. This schedule equates to 2,080 hours a year of scheduled work time for this position.

Crime Prevention Specialist Administrative Labor

Administrative labor for all civilian positions within the police department was set at 30%.

This time includes:

- Equipment Maintenance (Copiers, printers, computers, etc.)
- Attending unit rollcall or mandatory meetings
- Handling employment related paperwork
- Employee benefits related activities
- Personal breaks
- Other Administrative duties.

Crime Prevention Specialist Operational Labor

Operational Labor is the total amount of time that the Community Policing Specialist spends working on unit tasks. Table 42 below depicts the workload for the civilian Crime Prevention Specialist. As with many other units, much of the workload done by the civilian specialist is done as the need arises and there are no calls for service or dedicated reports that account for their job function. The Intelligence Unit conducted an interview and thoroughly reviewed the job function of the specialist to identify the major tasks that the Crime Prevention section is responsible for. Most of the activities center around Crime Prevention through Environmental Design (CPTED) surveys, that provide homeowners, churches, businesses and schools detailed reports of things that they can do to improve the security of their establishment and protect their assets. This position is also responsible for the coordination of Neighborhood Watch Meetings, and numerous other events. The tasks identified in Table 42 indicate that the workload for the Crime Prevention Specialist is 1,918 hours per year.

Table 42: Crime Prevention Workload			
Task	Tasks per Year	Hours per Task	Total Hours
Presentations	36	3	108
Major Presentations	2	24	48
Private Home Security Assessments (CPTED)	5	2	10
Church Security Assessment (CPTED)	12	4	48
Business Security Assessment (CPTED)	15	4	60
School Security Assessment (CPTED)	6	16	96
Church Crisis Management Planning	4	2	8
Business Crisis Management Planning	3	2	6
Active Shooter Training	10	2	20
Technical Review Committee	2	4	8
Regional Meetings	4	2	8
Police Week Organization/Prep	1	60	60
Ceremony Organization/Prep	4	3	12
Neighborhood Watch Meetings	16	1.5	24
Neighborhood Watch Associated Tasks	12	10	120
Nuisance Abatement	2	2	4
National Night-out Against Crime	1	28	28
Teach Crime Prevention	2	6	12
One Community One Voice Meetings	12	1.5	18
Other City Events	24	2	48
Citizens Police Academy Organization/Prep	1	48	48
Ride Along Program	180	0.5	90
Department Mail	260	2	520
Business Crime Prevention	52	8	416
Formal Written CPTED Assessments	1	50	50
Retirements	6	8	48
Total	673	295.5	1918

(Source: Interview with Crime Prevention Specialist)

Table 43 below depicts the Operational Labor for this position. Rows L calculates the total amount of time that a specialist is absent during the year due to leave, training or other absence. Row M depicts the total hours that the CPS is scheduled to work each calendar year. Row N calculates the amount of time that the specialist is actually at work by subtracting the number of hours they are absent each year from the number of hours they are scheduled to work. Row O shows the percentage of time that is allocated for administrative time. Row P calculates the actual amount of time that a specialist is available to handle unit tasks by subtracting the 30% administrative time from the specialist's actual time at work. Row Q depicts that total number of workload hours calculated in table 42. Row R calculates the total number of Crime Prevention Specialists that are needed to handle the specialist workload. The table shows that to handle the current workload assigned to the specialist it would require 1

additional part time specialist. The calculation showed that 1.76 employees were needed to meet the workload. For the purposes of this analysis a workload of .25 to .80 would require a part-time employee. Over .80 would require an additional full-time employee.

Table 43: CRIME PREVENTION SPECIALIST'S OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	40.80 hrs
B	Holidays	80.00 hrs
C	Vacation	179.80 hrs
D	Comp-time	38.20 hrs
E	Sick Leave	111.20 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	3.20 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	17.60 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	52.60 hrs
L	Total Avg. Hours Absent (add rows A thru K)	523.40 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,556.60 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,089.62 hrs
Q	Workload Hours (from Table 42)	1,918.00 hrs
R	Officers Need to meet demand (row Q/ row P)	1.76
	Current Unit Allocation	1
	Proposed Change to Unit Allocation	1 Part-time Employee

Span of Control

The current span of control (sergeant to subordinate ratio) is 1:7. Maintaining the ratio below 8 subordinates to every sergeant is consistent with other policing agencies reviewed.

Increasing CAT to the proposed number of 7 officers, 1 full-time crime prevention specialist and 1 part-time crime prevention specialist, would push the span of control to 1 sergeant to 9 subordinates (1:9). This is slightly above the norm for most departments but may not be broad enough to require an additional sergeant. Ensuring that this sergeant's position is filled with an experience sergeant would help to offset the broader span of control.

Part 2: School Resource Officers

The Lynchburg Police Department currently has School Resource Officers (SRO) assigned to 5 different schools in Lynchburg; E.C. Glass High School, Heritage High School, Linkhorne Middle School, Dunbar Middle School, and Sandusky Middle School. These School Resource Officers operate under a Memorandum of Understanding (MOU) between the Lynchburg Police Department and Lynchburg City Schools (LCS). The MOU requires LPD to provide a SRO for all high schools and middle schools. LCS agrees to pay the salaries of the two high school SROs and a large portion of the salaries of three middle school SROs. Due to this agreement the SRO positions were not analyzed for workload. The number of SROs is solely based on the agreement between LPD and LCS. For this study, the only analysis related to SROs that was conducted was based on Span of Control.

Authorized Staffing

The School Resource Officers' Unit is authorized:

1 Sergeant

5 School Resource Officers

Span of Control

The current span of control (sergeant to subordinate ratio) is 1:5. The Span of control for SRO Unit is very narrow allowing for the sergeant of that unit to easily maintain control and be involved in the day to day activities of the unit. Maintaining the ratio below 8 subordinates to every sergeant is consistent with other policing agencies reviewed.

Part 3: Traffic Unit

The Traffic Unit is largely responsible for targeted traffic enforcement, vehicle crash investigation, motor carrier inspection, and other traffic related activities within the City of Lynchburg. A large portion of this unit's activities are self-initiated (traffic stops) and do not rely on citizen initiated calls for service. This unit's activities focus on those intersections or areas of the city with the highest volume of traffic crashes and fatalities.

Authorized Staffing

The authorized staffing level for the Traffic Unit is:

1 Sergeant

5 Officers

Workload Analysis Methodology

The workload analysis for the Traffic Unit was conducted by first identifying the workload for that unit. This was done through an analysis of call for service data, traffic crash data and individual interviews conducted with Traffic Unit members. Once all of the individual task performed by the unit were identified and quantified, the Intelligence Unit was able to create a list of the major tasks for this unit as well as the time each task takes to complete. This provided a total number of hours each year that represents the Traffic Unit's total workload. Once the workload was identified, the unit's operational labor was calculated to include the total number of officers needed to meet the unit's workload.

Schedule

The officers assigned to the Traffic Unit currently work a 10 hour day, 4 hours a week. The officers assigned to this unit split between two schedules. Some work Monday through Thursday and the others work Tuesday through Friday. The Sergeant of the Unit works an 8 hour schedule Monday through Friday.

Administrative Labor

Administrative time for the Traffic Unit was calculated at 30%. This is the standard from IACP that was utilized for each unit other than the patrol function, in this report. Administrative labor consists of:

- Report writing
- Daily Patrol or Roll Call Briefings
- Prep for patrol (acquiring needed supplies & vehicle)
- Meal or personal care breaks
- Court attendance during day shifts
- On duty training
- Vehicle maintenance or refueling
- Field Training Officers Time
- Equipment maintenance
- Attending meetings
- Follow-up investigations
- Other administrative duties

Operational Labor

Operational labor is the total amount of time that Traffic Unit Officers spend working on unit tasks or assigned to calls for service. Traffic Unit calls for service center around traffic crash calls, hit & run investigations, and officer initiated vehicle stops. Table 44 depicts the call for service workload for the Traffic Unit. Based on the data in Table 44, the Traffic Unit handles, on average, 526 Traffic Crashes and 530 Hit & Run Investigations each year. The table also shows that on average each traffic officer conducts 517 traffic stops each per year, for a total of 2,585 traffic stops for 5 allocated officers.

Table 44: Traffic Unit Workload						
	2015	2016	2017	2018	2019	5 year average
Traffic Crashes (All Crashes)	1,384	1,297	1,222	1528	1524	1,391
Traffic Crashes (Handled by Traffic Unit)	653	423	340	476	736	526
Vehicle Stops (Avg. per Officer)	781	667	384	334	421	517
Hit & Run	459	507	542	594	548	530

(Source: Lynchburg Police Records Management System)

Table 45 shows the average amount of time spent on Traffic Unit calls with the 5 year average for each. The data shows that, on average, the traffic unit spends 49 minutes and 44 seconds on Traffic Accident Calls, 12 minutes and 29 seconds on Vehicle Stops and 54 minutes and 26 seconds on Hit & Run Calls.

Table 45: Average Time on Calls for Service						
	2015	2016	2017	2018	2019	5 Year Average
Traffic Crashes	0:34:21	0:43:30	0:55:04	0:56:44	0:59:00	0:49:44
Vehicle Stop	0:10:59	0:11:58	0:12:44	0:11:14	0:15:31	0:12:29
Hit & Run	0:44:38	0:44:44	0:54:46	1:07:07	1:00:54	0:54:26

(Source: Lynchburg Computer Aided Dispatch System)

Table 46 below depicts the average number of hours per year that the Traffic Unit spends working Traffic Crashes, Hit & Run calls and Vehicle Stops. In total the Traffic Unit spends 2,143 hours on these tasks.

Table 46: Traffic Unit Hours Worked on Calls			
	5 year Avg.	Average Hrs. per Call	Hrs. per Year
Traffic Crashes	1384	0.83	1149
Vehicle Stops	2585	0.2	517
Hit & Run	530	0.9	477
Total			2143

(Source: Compiled from Tables 43 & 44)

Table 47 below depicts the additional unit tasks that the Traffic Unit performs and the number of hours devoted to those tasks each year.

Table 47: Traffic Unit Other Tasks	
Unit Tasks	Hours per Year
Tint Meter Maintenance	1
PBT Maintenance	24
Radar Unit Maintenance	24
Vehicle Calibrations	25
Cab Licenses	60
Distracted/Impaired Driver Training	60
Regional Check Points	24
Child Seat Install/Inspection	12
Motor Carrier Inspections	36
Radar Installation	5
Traffic Complaints	720
Review all Crash Reports	100
Total	1091

(Source: Interviews with Traffic Unit Officers and Supervisor)

Table 48 below depicts the operational labor for the Traffic Unit. This table shows that the Traffic Unit's total workload equates to 3,324 hours per year. The available hours officers have to commit to workload was calculated at 1065.65 hours per year. This requires 3 officers to manage the current workload for the unit.

Note: This workload is based off of scheduling the entire Traffic Unit to work a 4 ten hour days. If the Traffic Unit were required to cover more than 4 days a week or more than 10 hours a day, a greater number of officers would be needed.

Table 48: TRAFFIC OFFICER'S OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	170.46 hrs
B	Holidays	50.16 hrs
C	Vacation	121.81 hrs
D	Comp-time	19.17 hrs
E	Sick Leave	35.38 hrs
F	Military Leave	17.18 hrs
G	Temporary Duty	48.53 hrs
H	XD Hours	26.05 hrs
I	Personal Leave	15.12 hrs
J	Administrative Leave	40.53 hrs
K	Family Leave	13.24 hrs
L	Total Avg. Hours Absent (add rows A through K)	557.64 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,522.36 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,065.65 hrs
Q	Workload Hours (Total from Table 46 + total from Table 47)	3,234.00 hrs
R	Officers Need to meet demand (row Q/ row P)	3
	Current Unit Allocation	5
	Proposed Change to Unit Allocation	-2

Span of Control

The current span of control (sergeant to subordinate ratio) is 1:5. This span of control is very narrow allowing for the sergeant of that unit to easily maintain control and be involved in the day to day activities of the unit. Maintaining the ratio below 8 subordinates to every sergeant is consistent with other policing agencies reviewed.

Part 4: Field Support Division Conclusions

The Field Support Division consists of the Community Action Team, the School Resource Officers and the Traffic Unit. The analysis of the workload for the Field Support Division shows that 1 Officer position should be removed and 1 part time civilian Crime Prevention Specialist be added to the current allocation to meet the division's workload. The following is the breakdown by unit:

- This analysis shows that the current allocation of the Community Action Team is inadequate to meet the current workload assigned to this unit. The unit is currently allocated with one sergeant, 6 sworn non-supervisory officers and one civilian Crime Prevention Specialist. To handling the current workload the CAT Unit would require the addition of 1 officer and 1 part time CPS. Adding the additional positions would increase the unit allocation to: 1 Sergeant, 7 sworn non-supervisory Officers and 1 full time Crime Prevention Specialist (CPS) and 1 part time CPS.
- Since the School Resource Officers positions are not dependent on workload, the SRO workload was not analyzed. The current unit allocation of 1 Sergeant and 5 Officers should remain the same.
- The analysis indicates that the current allocation for the Traffic Unit is above what is needed to handle the current unit workload. This analysis is based on the current work hours of the unit (4 ten hour days per week), additional hours and days of coverage would require additional officers. Analyzing based on the current work schedule would require the reduction of two officers from the current allocation. This unit may require additional analysis based on departmental need for coverage.

Field Support Division			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
<u>CAT Unit</u>	<u>CAT Unit</u>	<u>CAT Unit</u>	<u>CAT Unit</u>
1 Sergeant	1 Sergeant	1 Sergeant	None
6 Officers	7 Officers	7 Officers	+1 Officer
1 CP Specialist	1 CP Specialist (Full-Time)	1 CP Specialist (Full-Time)	None
	1 CP Specialist (Part-Time)	1 CP Specialist (Part-Time)	+1 CP Specialist (Part Time)
<u>SRO Unit</u>	<u>SRO Unit</u>	<u>SRO Unit</u>	<u>SRO</u>
1 Sergeant	1 Sergeant	1 Sergeant	None
5 Officers	5 Officers	5 Officers	None
<u>Traffic Unit</u>	<u>Traffic Unit</u>	<u>Traffic Unit</u>	<u>Traffic Unit</u>
1 Sergeant	1 Sergeant	1 Sergeant	None
5 Officers	3 Officers	5 Officers	None

Section III: Administrative Positions

The Field Operations Bureau includes three administrative positions. Two of the positions report directly to the Field Operations Bureau Deputy Chief. Those are the Field Operations Bureau Project Lieutenant and the Field Operations Bureau Administrative Assistant. The other administrative position is the Executive Officer who reports to both the Field Operations Bureau I Captain and the Field Operations Bureau II Captain. The analysis of these three positions was broken down into three parts:

Part 1: Project Lieutenant

Part 2: Administrative Assistant

Part 3: Executive Officer

Part 1: Project Lieutenant

The Project Lieutenant is a position within the Field Operations Bureau that is responsible for the coordination, planning and implementation of selected projects within the bureau. This position has no subordinates and reports directly to the Field Operations Bureau Deputy Chief.

Authorized Staffing

The authorized staffing level for the project lieutenant's position is 1 lieutenant.

Workload Analysis Methodology

The workload for the project lieutenant's position was identified through an interview with the project lieutenant. During the interview the major tasks for this position were identified and average times for each task were identified. The times committed to each task were added together to identify the average yearly workload for this position.

Schedule

The project lieutenant works an 8 hour day 5 days per week totaling 40 hours per week. This position is not considered on-call but is subject to call back.

Administrative Labor

Administrative time for the project lieutenant was calculated at 30%. This is the standard from IACP that was utilized for each unit other than the patrol function, in this report. Administrative labor consists of:

- Report writing
- Meetings & briefings
- Preparation for shift
- Meal or personal care breaks
- On duty training
- Vehicle maintenance or refueling
- Equipment maintenance
- Employee related paperwork and issues
- Email or phone calls
- Other administrative duties

Operational Labor

Table 49 below depicts the workload for the project lieutenant's position. The average yearly workload was calculated to be 867 hours per year.

TABLE 49: PROJECT LIEUTENANT WORKLOAD	
Tasks	Average Hours per Year
Body Worn Cameras	208
Presentations	3
Axon Fleet Retagging	12
TDO/ECO Liaison	520
Retirement Coordination	20
NeoGov Liaison	36
Narcan Coordinator	48
Promotional Process	20
Total	867

(Source: Interview with Project Lieutenant)

Table 50 below depicts the operational labor for the project lieutenant's position. The project lieutenant is at work an average of 1,561.40 hours per year, after absences. After subtracting 30% for administrative time, this leaves 1,092.98 hours per year to devote to unit tasks. The identified average yearly workload of 867 hours per year requires 1 lieutenant to handle the demand. No change is needed to the current unit allocation.

Table 50: PROJECT LIEUTENANT'S OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	169.00 hrs
B	Holidays	72.00 hrs
C	Vacation	184.80 hrs
D	Comp-time	4.80 hrs
E	Sick Leave	8.20 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	13.40 hrs
H	XD Hours	43.20 hrs
I	Personal Leave	16.00 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	7.20 hrs
L	Total Avg. Hours Absent (add rows A through K)	518.60 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,561.40 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,092.98 hrs
Q	Workload Hours (from Table 49)	867.00 hrs
R	Officers Need to meet demand (row Q/ row P)	1
	Current Unit Allocation	1
	Proposed Change to Unit Allocation	0

Span of Control

Span of control was not analyzed for this position since this position reports directly to the Bureau Deputy Chief.

Part 2: Administrative Assistant

The administrative assistant is a position is responsible for administrative and clerical support for the Field Operations Bureau Deputy Chief and other members of this bureau. This position has no subordinates and reports directly to the Field Operations Bureau Deputy Chief.

Authorized Staffing

Authorized staffing for the administrative assistant's position is 1 administrative assistant.

Workload Analysis Methodology

The workload for the administrative assistant's position was identified through an interview with the administrative assistant. During the interview the major tasks for this position were identified and average times for each task were identified. The times committed to each task were added together to identify the average yearly workload for this position.

Schedule

The administrative assistant works an 8 hour day 5 days per week totaling 40 hours per week. This position is not considered "on-call" and not subject to call back.

Administrative Labor

Administrative time for the administrative assistant was calculated at 30%. This is the standard from IACP that was utilized for each unit other than the patrol function, in this report. Administrative labor consists of:

- Report writing
- Meetings & briefings
- Preparation for shift
- Meal or personal care breaks
- On duty training
- Vehicle maintenance or refueling
- Equipment maintenance
- Employee related paperwork and issues
- Email or phone calls
- Other administrative duties

Operational Labor

Table 51 below depicts the average yearly workload identified for the Field Operations Bureau Administrative Assistant's position. The average workload was calculated to be 1,819 hours per year.

TABLE 51: ADMINISTRATIVE ASSISTANT WORKLOAD	
Tasks	Average Hours per Year
Parade Permits	240
Oversize/Overweight Permits	144
Interview Transcription	500
Restricted/Light Duty	24
Birthday Cards	48
Parking Permits	18
Acting Chief Assistant	48
Mail	520
Transfer/Promotion Letters	20
Assisting Records Unit	192
Employee Physicals	25
Annual DMV Checks	10
National Cookout Project	30
Total	1819

(Source: Interview with Administrative Assistant)

Table 52 below depicts operational labor for the Field Operations Bureau Administrative Assistant. The administrative assistant, on average, is available to work 1,602.15 hours per year, after absences. Subtracting 30% for administrative time, leaves an average of 1,121.51 hours per year to devote to unit tasks. To meet the identified yearly average workload (1,819 hours per year) 2 administrative assistants are needed. This would require a change of 1 administrative assistant unit allocation.

Table 52: ADMINISTRATIVE ASSISTANT'S OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	2.20 hrs
B	Holidays	76.80 hrs
C	Vacation	163.65 hrs
D	Comp-time	3.80 hrs
E	Sick Leave	89.00 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	13.60 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	16.00 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	112.80 hrs
L	Total Avg. Hours Absent (add rows A through K)	477.85 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,602.15 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,121.51 hrs
Q	Workload Hours (from Table 51)	1,819.00 hrs
R	Employees Need to meet demand (row Q/ row P)	2
	Current Unit Allocation	1
	Proposed Change to Unit Allocation	1

Span of Control

Span of control was not analyzed for this position since this position reports directly to the Bureau Deputy Chief.

Part 3: Field Operations Executive Officer

The Field Operations Executive Officer is a position that reports directly to both Field Operations Bureau Captains. This position is responsible for managing the Field Training Officer's Program for the department, coordination of special events and other major projects as directed by either captain or the Field Operations Deputy Chief.

Authorized Staffing

The authorized staffing level for the executive officer position is 1 lieutenant.

Workload Analysis Methodology

The workload for the executive officer position was identified through an interview with the Field Operations Executive Officer. During the interview the major tasks for this position were identified and average times for each task were identified. The times committed to each task were added together to identify the average yearly workload for this position.

Schedule

The executive officer works an 8 hour day 5 days per week totaling 40 hours per week. This position is not considered on-call but is subject to call back.

Administrative Labor

Administrative time for the executive officer was calculated at 30%. This is the standard from IACP that was utilized for each unit other than the patrol function, in this report. Administrative labor consists of:

- Report writing
- Meetings & briefings
- Preparation for shift
- Meal or personal care breaks
- On duty training
- Vehicle maintenance or refueling
- Equipment maintenance
- Employee related paperwork and issues
- Email or phone calls
- Other administrative duties

Operational Labor

Table 53 below depicts the workload for the executive officer's position. The average yearly workload was calculated to be 1,136 hours per year.

TABLE 53: EXECUTIVE OFFICER'S WORKLOAD	
Tasks	Average Hours per Year
FTO Scheduling	24
FTO Program	12
Daily Observation Reports (DOR)	50
Orientation	6
Post Academy Documentation	16
FTO Binders	20
FTO Reminders	10
Certified Officer (New Hires)	16
Special Events meetings	12
Special Event Coordination	30
Event Planning	180
Event walkthrough	30
Active Shooter	40
Blue Team Liaison	260
On-Site Security Assessments	30
Major Projects	400
Total	1136

(Source: Interview with Executive Officer)

Table 54 below depicts the operational labor for the executive officer's position. The executive officer is at work an average of 1,462.20 hours per year, after absences. After subtracting 30% for administrative time, this leaves 1,023.54 hours per year to devote to unit tasks. The identified average yearly workload of 1,136 hours per year requires 1 lieutenant to handle the demand. No change is needed to the current unit allocation.

Table 54: EXECUTIVE OFFICER'S OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	151.60 hrs
B	Holidays	81.60 hrs
C	Vacation	192.20 hrs
D	Comp-time	22.40 hrs
E	Sick Leave	19.20 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	85.20 hrs
H	XD Hours	44.80 hrs
I	Personal Leave	16.00 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	4.80 hrs
L	Total Avg. Hours Absent (add rows A through K)	617.80 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,462.20 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,023.54 hrs
Q	Workload Hours (from Table 53)	1,136.00 hrs
R	Officers Need to meet demand (row Q/ row P)	1
	Current Unit Allocation	1
	Proposed Change to Unit Allocation	0

Span of Control

Span of control for the executive officer position was not analyzed as this position reports directly to the two Field Operations Bureau Captains.

Section IV: Field Operations Bureau Conclusions

The analysis of the Field Operations Bureau indicates that the identified workload for this bureau is much higher than the current staffing level or the bureau allocation can manage. To meet the current workload the Field Operations Bureau would need to be increased the allocation by 2 sergeants, 12 officers, 1 administrative assistant and 1 part-time crime prevention specialist. Below is a breakdown of the current unit allocation, proposed unit allocation and the change. Positions in **red** represent areas of change.

<u>FIELD OPERATIONS BUREAU</u>			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Deputy Chief	1 Deputy Chief	1 Deputy Chief	None
1 Project Lieutenant	1 Project Lieutenant	1 Project Lieutenant	None
1 Admin Asst.	2 Admin Asst.	1 Admin Asst.	None
1 Executive Officer	1 Executive Officer	1 Executive Officer	None

<u>Field Operations Bureau I</u>			
<u>Current Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Captain	1 Captain	1 Captain	None
<u>Platoon A</u>	<u>Platoon A</u>	<u>Platoon A</u>	<u>Platoon A</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
2 Sergeants	2 Sergeants	2 Sergeants	None
18 Officers	18 Officers	18 Officers	None
<u>Platoon B</u>	<u>Platoon B</u>	<u>Platoon B</u>	<u>Platoon B</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
2 Sergeants	2 Sergeants	2 Sergeants	None
18 Officers	18 Officers	18 Officers	None
<u>Platoon C</u>	<u>Platoon C</u>	<u>Platoon C</u>	<u>Platoon C</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
1 Sergeant	2 Sergeants	2 Sergeants	+1 Sergeant
9 Officers	18 Officers	18 Officers	+ 9 Officers

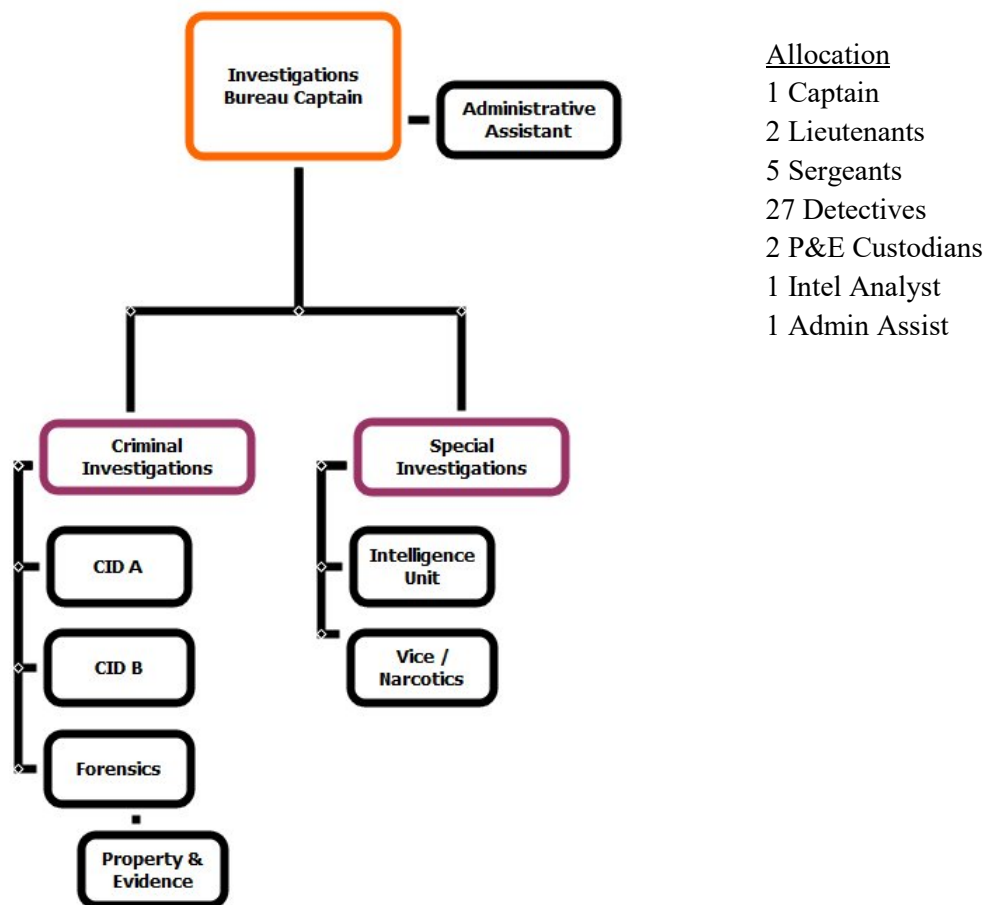
Field Operations Bureau II			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Captain	1 Captain	1 Captain	None
Platoon D	Platoon D	Platoon D	Platoon D
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
2 Sergeants	2 Sergeants	2 Sergeants	None
18 Officers	18 Officers	18 Officers	None
Platoon E	Platoon E	Platoon E	Platoon E
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
2 Sergeants	2 Sergeants	2 Sergeants	None
18 Officers	18 Officers	18 Officers	None
	Additional	Additional	Additional
	1 Sergeant	1 Sergeant	+1 Sergeant
	4 Officers	4 Officers	+4 Officers

Field Support Division			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
CAT Unit	CAT Unit	CAT Unit	CAT Unit
1 Sergeant	1 Sergeant	1 Sergeant	None
6 Officers	7 Officers	7 Officers	+1 Officer
1 CP Specialist	1 CP Specialist (Full-Time)	1 CP Specialist (Full-Time)	None
	1 CP Specialist (Part-Time)	1 CP Specialist (Part-Time)	+1 CP Specialist (Part Time)
SRO Unit	SRO Unit	SRO Unit	SRO
1 Sergeant	1 Sergeant	1 Sergeant	None
5 Officers	5 Officers	5 Officers	None
Traffic Unit	Traffic Unit	Traffic Unit	Traffic Unit
1 Sergeant	1 Sergeant	1 Sergeant	None
5 Officers	3 Officers	5 Officers	None

Chapter IV: Investigations /Administrations Bureau (Investigations Bureau)

The Investigations and Administrations bureau falls under the Investigations/Administrations Bureau Deputy Chief, and is broken into two parts: the Investigations Bureau and the Administrations Bureau. This section focuses on the Investigations Bureau. The Investigations Bureau is led by the Investigations Bureau Captain. The Investigations Bureau is divided into two divisions: the Criminal Investigations Division (CID) and the Special Investigations Division (SID) each led by a lieutenant. CID is further divided into three units: CID A, CID B and the Forensics Unit, each led by a sergeant. The Forensics Unit includes Property & Evidence. SID is divided into two separate units: the Vice/Narcotics Unit and the Intelligence Unit. Each of those units is also led by a sergeant. Figure 9 below depicts the organizational structure of the Investigations Bureau. Also listed below is the allocated staffing level for the Investigations Bureau.

Figure 9: Investigations Bureau Organizational Chart



The analysis of the Investigations Bureau was divided into four sections:

- Section I : Criminal Investigations Division
- Section II: Special Investigations Division
- Section III: Administrative Postion
- Section IV: Investigation Bureau Conclusions

Section I: Criminal Investigations Division

The Criminal Investigations Division is led by the Criminal Investigations Division Lieutenant. This Division is divided into three groups: two investigations groups (CID A and CID B) and a Forensics Unit. CID A and CID B are both responsible for general investigations. The Forensic Unit is responsible for crime scene investigations, digital forensics and Property & Evidence. The analysis of the Criminal Investigations Division is broken into three parts:

- Part 1: The analysis of CID A & CID B
- Part 2: The analysis of the Forensics Unit
- Part 3: Criminal Investigative Division Conclusions

Authorized Staffing

The Authorized Staffing Level for the Criminal Investigations Division is:

1 Lieutenant

CID A

1 Sergeant

5 Detectives

CID B

1 Sergeant

5 Detectives

Forensics

1 Sergeant

6 Detectives

2 P&E Custodians

Part 1: CID A & CID B

CID A & CID B are responsible for the investigation and follow-up to reported crime in the City of Lynchburg. All detectives within CID A and CID B are considered “general crimes detectives”, in that they can be assigned any type of case. There is no specialization within these units.

Authorized Staffing

The Authorized Staffing Level for CID A & CID B is:

<u>CID A</u>	<u>CID B</u>
1 Sergeant	1 Sergeant
5 Detectives	5 Detectives

Workload Analysis Methodology

When attempting to identify the number of detectives needed to handle a Department’s workload many factors come into play. There is no definitive guideline for making this determination. The Intelligence Unit conducted extensive research and compared several different methods utilized by numerous agencies throughout the country. Based on this research the Intelligence Unit was able to determine that the most effective methods included the following types of analysis:

- Conduct a thorough analysis of case assignment within the department. This analysis should include:
 - Conduct a detailed review of the case assignment process. How are cases assigned, what factors are utilized to determine if a case is assigned to a detective, back to a uniform officer, forwarded to another agency or inactivated.
 - Analyze the case distribution. Are cases distributed evenly among detectives, are complex or more involved cases distributed in a manner to balance the workload?
 - Calculate the average number of cases assigned each year.
- Calculate average amount of time spent on each type of investigation.
- Calculate the average number of investigative hours a detective is available each year (Shift Relief Factor).
- Determine the percentage of work hours a detective should dedicate to investigations (excluding equipment maintenance, training, roll call, meetings or other administrative duties).
- Compare the average number of investigative hours needed with the average number of investigative hours available to determine the number of detectives needed to manage the average workload.

Case Assignment Analysis

The Investigative Bureau utilizes a combination of several factors to determine which cases are assigned to detectives for further investigation, which are inactivated, and which are forwarded back to the Patrol Division for follow-up. The case assignment process is as follows:

- The Information Desk Sergeant conducts the initial review of all incident reports that are submitted by officers of the Lynchburg Police Department. The Sergeant reviews the reports for completeness and compliance with departmental policy and state reporting guidelines. All reports identified by the Information Desk Sergeant as needing additional investigation are then forwarded to the Investigative Bureau for review.
- The CID 1 and CID 2 Sergeants review all Incident Reports forwarded by the Information Desk Sergeant, to determine if those reports will be:
 - Assigned to a detective for investigation
 - Assigned back to the initial investigating officer for follow-up
 - Inactivated due to lack of solvability factors
- The CID 1 and CID 2 Sergeants utilize the following solvability factors to determine what will happen to the case (See Appendix B - LPD Directive: PD-17-0902):
 - Presence of witnesses
 - Suspect description or identification
 - Suspect address or location
 - Suspect vehicle identification
 - Significant modus operandi
 - Significant physical evidence
 - Reason to believe that the crime would stimulate public interest or public assistance, which would eventually lead to suspect identification
 - Limited opportunity for anyone except the suspect(s) to have committed the crime
 - Other factors, such as the victim or complainant's willingness to assist in the prosecution of the case.
- Once it is determined that a case will be assigned to a detective for investigation the CID A & B Sergeant will utilize an internal CID Case Assignment Program and the Department's Records Management System to determine which detective should receive the next case, and the case is assigned to them.
- After being assigned a case, a detective has 10 days to make contact with the victim and document this in the Records Management System.

Through interviews with the supervisors of CID A & CID B it was determined that due to the volume of cases coming into the unit, this review process is not always utilized. The majority of the cases being assigned in the past year were assigned based off of a quick review by one of the supervisors and rarely were solvability factors utilized.

5 Year Analysis of Case Assignments

Cases are assigned by the Investigations Bureau from two sources: officers taking incident reports of crime and referrals from the Department of Social Services. For this analysis the incident reports were separated into violent crimes and other offenses. Table 55 depicts the past 5 full years of violent crimes assigned to detectives for investigation. Table 56 depicts the past 5 years of other investigations assigned to detectives for investigation. Table 57 depicts the number of referral cases assigned to detectives for investigation from the Department of Social Services (DSS).

Table 55: Violent Crimes Assigned by Year						
	2014	2015	2016	2017	2018	Total
Homicide	6	3	5	4	10	28
Malicious Wounding	20	23	17	21	47	128
Rape	25	32	35	39	51	182
Robbery	39	32	47	23	27	168
Total	90	90	104	87	135	506
Average:						101

(Source: Lynchburg Police Records Management System)

Table 56: Other Crimes Assigned by Year						
	2014	2015	2016	2017	2018	Total
Arson	0	2	0	1	0	3
Burglary	114	113	125	53	66	471
Domestic Assault	9	11	7	22	115	164
Forgery	12	4	23	8	2	49
Fraud	108	108	111	96	138	561
Grand Larceny	99	109	155	77	118	558
Other	378	454	422	646	1095	2995
Runaway	70	47	59	55	64	295
Vehicle Theft	36	36	60	29	25	186
Worthless Document	2	1	3	6	3	15
Total	828	885	965	993	1626	5297
Average:						1059

(Source: Lynchburg Police Records Management System)

Table 57: DSS Cases Assigned by Year						
	2014	2015	2016	2017	2018	Total
Total	217	404	392	234	293	1540
Average:						308

(Source: Criminal Investigations Division DSS Assignment Spread Sheet)

Schedule

CID A & CID B currently works a schedule of Monday through Friday 8:30 am to 4:30 pm. Two detectives each week work an evening shift. The evening shift works Monday through Friday 3:00 pm to 11:00 pm.

On Call Schedule

The current On Call schedule for the Criminal Investigations Division: Monday through Thursdays “On Call” is covered by the two detectives working evening shift. Friday through Sunday 1 Detective, 1 Supervisor, and 1 Crime Scene Detective are “On Call”.

Time Spent Per Investigation

Measuring the amount of time needed to complete a thorough investigation is difficult. The amount of time needed can change dramatically based on the nature of the investigation, amount of evidence present, cooperation of witnesses and many other factors. After reviewing methods utilized by other agencies and private organizations the Intelligence Unit adopted the method utilized in the previous workload assessment of the Lynchburg Police Department conduct by the Police Executive Research Forum (PERF) in 2012. In the PERF study investigations were organized into four different categories:

- Contact Cases: Those that result in no follow-up or require victim re-contact only.
- Less Complex Cases: Those with substantial solvability which require relatively little further investigation to close.
- More Complex Cases: Those with limited solvability that require substantial effort and are difficult to close.
- Typical Cases: Those most typical with a moderate level of solvability.

The PERF Study separated crimes into two categories: Violent Crime and property crime. The Intelligence Unit determined that the “Property Crimes” category left out a large number of cases that needed to be assigned, such as: weapons law violations, fraud cases, runaways or worthless documents cases. For this analysis the Intelligence Unit utilized the category of “Other Crimes” rather than “Property Crimes”. Tables 48, 49 and 50 show that there is an average of 101 violent crimes, 1059 other offenses and 308 DSS Referrals assigned each year. This makes the average number of investigations assigned to the Investigative Bureau 1468. Tables 58 and 59 show the breakdown utilized during the PERF Study to determine what percentage of cases were Contact Cases, Less Complex Cases, More Complex Cases or Typical Cases and the number of hours on average that it takes to investigate each of these types of cases. The Intelligence Unit utilized the same standard for investigative hours.

Table 58: PERF Study Violent Crime Case Breakdown		
Violent Crimes	Percent of Cases	Average time for Thorough Investigation
Contact Only	10%	1 hr.
Less Complex	10%	8 hrs.
More Complex	20%	80 hrs.
Typical	60%	16 hrs.

(Source: PERF Lynchburg Study 2012, page16)

Table 59: PERF Study Other Offense Case Breakdown		
Other Offenses	Percent of Cases	Average time for Thorough Investigation
Contact Only	15%	.5 hr.
Less Complex	10%	6 hrs.
More Complex	15%	48 hrs.
Typical	60%	12 hrs.

(Source: PERF Lynchburg Study 2012, page16)

Tables 60 and 61 apply the above calculations to the Lynchburg Police Department caseload. Table 60 shows that the 101 average violent crime investigations each year accounts for an average of 2,666 investigative hours. Table 61 indicates that Other Offenses (Includes all other assigned offenses and DSS referrals) average 1367 investigations each year, accounting for 20,653 investigative hours. Adding the 2,666 hours spent on violent crime investigations, the Lynchburg Police Department spends a total of **23,319 hours** on investigations each year.

Table 60: Lynchburg Violent Crime Case Breakdown				
Violent Crimes	Percent of Cases	Average time for Thorough Investigation	Number of Cases	Total Investigative Hours
Contact Only	10%	1 hr.	10	10 hrs.
Less Complex	10%	8 hrs.	10	80 hrs.
More Complex	20%	80 hrs.	20	1600 hrs.
Typical	60%	16 hrs.	61	976 hrs.
Total			101	2666 hrs.

Table 61: Lynchburg Other Offenses Case Breakdown				
Other Offenses	Percent of Cases	Average time for Thorough Investigation	Number of Cases	Total Investigative Hours
Contact Only	15%	.5 hr.	205	103 hrs.
Less Complex	10%	6 hrs.	137	822 hrs.
More Complex	15%	48 hrs.	205	9888 hrs.
Typical	60%	12 hrs.	820	9840 hrs.
Total			1367	20653 hrs.

Administrative Labor

Administrative time for CID A and CID B was calculated at 30%. This is the standard from IACP that was utilized for each unit other than the patrol function, in this report. Administrative labor consists of:

- Report writing
- Daily Roll Call Briefings
- Prep for shift
- Meal or personal care breaks
- Court attendance while on duty
- On duty training
- Vehicle maintenance or refueling
- Equipment maintenance
- Attending meetings
- Employee related paperwork
- Other administrative duties

Operational Labor

During the analysis of how CID A & B function, the Intelligence Unit conducted interviews of all of the supervisors and did a survey of all of the detectives. The information provided allowed the Intelligence Unit to determine a base percentage of time that a detective has to dedicate to investigations each day. This excludes administrative time where the detective is preparing for their day, conducting roll call, handling employee issues, vehicle/equipment maintenance and collateral duties. The Intelligence Unit determined that on average 70% of a detective's time was available for investigative activities. This became the baseline utilized in the following analysis.

Table 62 below shows that on average each detective is absent a total of 461.77 hours per year. This leaves a total of 1618.23 hours on average that a detective is at work. 70% of that time equals 1,132.76 hours. That is the total amount of time that a detective has available to dedicate to investigations. Based on the analysis of the caseload, the Intelligence Unit calculated CID A and CID B's workload at 23,319 hours on average per year. This equates to a total of 21 detectives to meet the unit's workload. The current unit allocation for CID A and CID B is 10 detectives. To meet the current workload an additional 12 detectives are needed above the unit allocation.

Table 62: CID A & B OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	115.79 hrs
B	Holidays	70.44 hrs
C	Vacation	122.75 hrs
D	Comp-time	34.64 hrs
E	Sick Leave	32.08 hrs
F	Military Leave	14.81 hrs
G	Temporary Duty	6.25 hrs
H	XD Hours	24.42 hrs
I	Personal Leave	15.15 hrs
J	Administrative Leave	19.90 hrs
K	Family Leave	5.53 hrs
L	Total Avg. Hours Absent (add rows A through K)	461.77 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,618.23 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,132.76 hrs
Q	Average # Cases per Year (Average from Tables 55, 56 & 57)	1,468 Cases
R	Workload Hours (from Table 60 & 61)	23,319.00 hrs
S	Officers Need to meet demand (row R/ row P)	21
	Current Unit Allocation	10
	Proposed Change to Unit Allocation	11

Span of Control

Currently CID A & B function with a span of control ratio of 1:5 (1 Sergeant to 5 Detectives). This ratio is narrow enough to allow the sergeant to adequately supervise the detectives under his or her command. This ratio is consistent with similar sized agencies and allows for adequate control and supervision.

If the additional detectives proposed are added this would require the addition of at least 1 sergeant and the creation of another CID unit.

Part 2: Forensics Unit Workload Assessment

Authorized Staffing

The authorized staffing level for the Forensics Unit is:

- 1 Sergeant
- 5 Detectives (2 crime scene, 3 digital forensics)
- 2 Property & Evidence Custodians

The Forensic Unit divides into three sections: crime scene, digital forensics and property & evidence. Crime Scene is allocated 2 detectives, digital forensics is allocated 3 detectives, and 2 property & evidence custodians are allocated to property & evidence.

Workload Analysis Methodology

The workload analysis for the Forensics Unit was divided into three parts: crime scene, digital forensics and property & evidence. The specific work tasks were identified for each of those sections and an average amount of time spent conducting each task was identified through interviews with the members of the unit. These figures represent the unit's full workload.

Schedule

The Forensics Unit works an 8 hour day Monday through Friday, with weekends and holidays off. Members of the Forensics Unit are not on call but are subject to callback for crime scene or other forensic need.

Administrative Labor

Administrative time for the Forensic Unit was calculated at 30%. This is the standard from IACP that was utilized for each unit other than the patrol function, in this report. Administrative labor consists of:

- Report writing
- Daily Roll Call Briefings
- Prep for shift
- Meal or personal care breaks
- Court attendance while on duty
- On duty training
- Vehicle maintenance or refueling
- Equipment maintenance
- Attending meetings
- Employee related paperwork
- Other administrative duties

Operational Labor

Operational Labor represents the total amount of time that the Forensic Unit team spends on unit tasks. This part of the report is broken into three sections based on the specific duties of the members of the Forensic Unit: crime scene, digital forensics and property & evidence.

Section 1: Crime Scene

Table 63 below represents the identified tasks for detectives assigned to crime scene within the Forensics Unit. The identified workload for officers assigned to crime scene is 3,000 hours each year.

Table 63: Crime Scene Workload	
Task	Hours Per Year
Callout Cases	1728
Travel to Lab	168
Autopsies	240
Search Warrants / Court Orders	72
IDs/Concealed Permits	288
Community Engagement	36
NIBIN	288
Follow-up on Cases	72
Cold DNA/Fingerprint Hits	36
Photography	72
Total Hours	3000

(Source: Interview with Crime Scene Detectives)

Table 64 below depicts the operational labor for crime scene. On average each crime scene detective has 1074.50 hours per year to devote to unit tasks. With the crime scene workload being 3,000 hours, it would take a total of 3 detectives to meet the workload. This is one detective above the current unit allocation.

Table 64: CRIME SCENE OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	193.45 hrs
B	Holidays	66.19 hrs
C	Vacation	127.68 hrs
D	Comp-time	43.92 hrs
E	Sick Leave	47.54 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	16.28 hrs
H	XD Hours	23.99 hrs
I	Personal Leave	15.50 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	10.46 hrs
L	Total Avg. Hours Absent (add rows A through K)	545.01 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,534.99 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,074.50 hrs
Q	Workload Hours (from Table 63)	3,000.00 hrs
R	Officers Need to meet demand (row Q/ row P)	3
	Current Unit Allocation	2
	Proposed Change to Unit Allocation	1

Section 2: Digital Forensics

Digital forensics, like several other groups within the department, has several unit tasks that are not being met due to the current staffing level. The two main areas not being addressed are: proactive child pornography investigations and review and upload of photos and videos to the Child Victim Identification Program. Proactive cases include investigating the online downloading and sharing of child pornography and undercover chat investigations. These are explained below:

- Detectives within the digital forensic section have been specially trained to monitor social media and other sites to identify sexual predators and potential juvenile victims. This requires numerous hours of online work and investigative review. Based on interviews with digital forensic staff and supervisors, it would take one detective devoted full time to this task to be productive.

- The digital forensic unit recovers tens of thousands of images and videos each year that could potentially include child pornography. One of the tasks of the unit is to review all images and videos to determine if they could potentially be child pornography and submit those photo and videos to the Child Victim Identification Program (CVIP). This requires hours of review, copy documentation and evidence prep. Based on interviews with the digital forensic staff and supervisors this task alone would require one detective full time.

The total workload for digital forensics was broken into three parts: (Table 65) digital forensics base workload, (Table 66) digital forensics data analysis workload, and (Table 67) digital forensics cyber tip workload.

Table 65 below depicts the base workload for digital forensics. This includes the un-addressed workload of proactive child pornography investigations and identifying and uploading data to CVIP. This portion of the digital forensics workload was averaged at 4,071 hours per year.

TABLE: 65 DIGITAL FORENSIC BASE WORKLOAD	
Task	Hours per Year
Device Extractions & Backup Creation	564
Assigned Case Investigations	864
Presentations	30
Search Warrants/ Court Orders	384
Software/Hardware Updates	60
Hard Drive Examinations	20
Proactive Child Pornography Investigations	1074.5
Identifying and uploading data to CVIP	1074.5
Total Hours	4071

(Source: Interviews with Digital Forensics Detectives)

Table 66 below depicts the data analysis workload for the digital forensics section. On average the digital forensic unit conducts 283 device extractions per year. This includes cellular telephone, hard drives, jump drives, gaming consoles or other like storage devices. The amount of time that is needed to review this data is dependent on several factors: the type of investigation, seriousness of offense, type of data recovered, and availability of personnel. Through interviews with digital forensic staff three main categories were identified:

- Review Only - Data is reviewed from the device to ensure that all data was recovered but no analysis is done, the data is forwarded to another unit for analysis. This accounts for approximately 50% of all the device extractions. Each of these on average takes approximately 15 minutes to complete.
- Scan of Photos – A cursory scan of all photographs and videos are conducted to ensure that the device contains no child pornography or other images related to criminal activity. This accounts for approximately 25% of the device extractions and each takes 2 hours on average.

- In-depth Review – All data from this device including text messages, images, files, logs, and videos, are reviewed in sequence and in detail to determine if the device contains any information related to the criminal investigation. This accounts for approximately 25% of all device extractions. Each analysis takes approximately 12 hours on average.

The data analysis workload was determined to be 1,029 hours per year on average.

TABLE: 66 DIGITAL FORENSICS DATA ANALYSIS WORKLOAD			
Type of Analysis	Percentage of Extractions	Hours per Analysis	Total Hours per Year
Review only	50% (141 devices)	15 Minutes	35
Scan of Photos	25% (71 devices)	2 Hours	142
In-depth Review	25% (71 devices)	12 Hours	852
Total:			1029

(Source: Interviews with Digital Forensics Detectives)

Table 67 below depicts the cyber tip workload for digital forensics. The digital forensics unit receives an average of 3 tips per month from the Southern Virginia Internet Crimes Against Children (SOVA-ICAC) office identifying potential child predators and their online activities. Each tip is different and requires different levels of investigation. Based on interviews with digital forensics staff and supervisors the Intelligence Unit utilized a similar system to that used to classify criminal investigations to determine the workload hours. Four categories were identified:

- Review Only – These are cases that only require a review by an investigator and no further action is taken. Review only investigations account for approximately 15% of all the tips that are received and on average take approximately 8 hours to investigate.
- Less Complex – These are cases that require less investigative effort than the typical case. These types of investigations account for 10% of the tips received and on average take 20 hours to complete.
- More Complex – These investigations usually require extensive investigative efforts including search warrants, court orders or other legal process. These tips usually take extensive amounts of time to investigate. These types of investigations account for approximately 15% of the tips received and on average take approximately 200 hours to investigate.
- Typical – These types of investigations represent the bulk of the tips received from SOVA-ICAC. They account for approximately 60% of the tips received and on average take approximately 80 hours to investigate.

The cyber tip workload for the digital forensic section was identified as 2,880 hours on average each year.

TABLE: 67 DIGITAL FORENSICS CYBER TIP WORKLOAD				
Type of Analysis	Percentage of Tips	Number of Tips	Average time for Investigation	Total Hours per Year
Review Only	15%	5	8	40
Less Complex	10%	4	20	80
More Complex	15%	5	200	1000
Typical	60%	22	80	1760
			Total:	2880

(Source: Interviews with Digital Forensics Detectives)

Table 68 below depicts the digital forensics operational labor. Each detective is available to work unit tasks an average of 1074.50 hours per year. With an annual workload of 7,980 hours it would require 7 detectives to meet digital forensics current workload. 7 Detectives would be 4 above the current unit allocation.

Table 68: DIGITAL FORENSICS OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	193.45 hrs
B	Holidays	66.19 hrs
C	Vacation	127.68 hrs
D	Comp-time	43.92 hrs
E	Sick Leave	47.54 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	16.28 hrs
H	XD Hours	23.99 hrs
I	Personal Leave	15.50 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	10.46 hrs
L	Total Avg. Hours Absent <i>(add rows A through K)</i>	545.01 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,534.99 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,074.50 hrs
Q	Workload Hours <i>(from Tables 65, 66 & 67)</i>	7,980.00 hrs
R	Officers Need to meet demand <i>(row Q/ row P)</i>	7
	Current Unit Allocation	3
	Proposed Change to Unit Allocation	4

Section 3: Property & Evidence

Table 69 below depicts the workload for Property & Evidence. This data was obtained through interviews with the property & evidence custodians. The total workload for Property & Evidence is 4,740 hours per year.

Table 69: Property & Evidence Workload	
Task	Hours per Year
Accepting Evidence	1144
Certificates of Analysis	884
Follow-up with Officers	156
Prepare evidence for lab	364
Receiving evidence from lab	300
Weapon Forfeitures	60
Asset Forfeiture	208
Balancing Financial Records	124
Purges	720
Audits	48
Evidence for Court/Evidence Return	416
Annual Audit	48
Quarterly Audit	8
Off Site Storage	208
COA - Certified Mail	52
Total	4740

(Source: Interviews with Property & Evidence Custodians)

Table 70 below depicts operational labor for Property & Evidence. The data indicates that with a workload of 4,740 hours it would take 4 property & evidence custodians to handle the current workload for that group. This is two additional civilian employees above the current unit allocation.

Table 70: PROPERTY & EVIDENCE OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	13.22 hrs
B	Holidays	67.20 hrs
C	Vacation	116.98 hrs
D	Comp-time	10.33 hrs
E	Sick Leave	37.99 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	1.45 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	13.33 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	89.07 hrs
L	Total Avg. Hours Absent (add rows A through K)	349.57 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,730.43 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,211.30 hrs
Q	Workload Hours (from Table 69)	4,740.00 hrs
R	Officers Need to meet demand (row Q/ row P)	4
	Current Unit Allocation	2
	Proposed Change to Unit Allocation	2

Span of Control

The current span of control (sergeant to subordinate ratio) for the Forensic Unit is 1:7. This span of control is narrow enough to allow the sergeant of that unit to maintain control and be involved in the day to day activities of the unit. Maintaining the ratio below 10 subordinates to every sergeant is consistent with other policing agencies reviewed. If the proposed additional positions were added this would change the span of control ratio to 1:14, which is higher than recommended for this position. One additional sergeant position would need to be added to the current unit allocation.

Part 3: Criminal Investigations Division Conclusions

The analysis of the criminal investigations division shows that the current workload is greater than either the current staffing level or unit allocation can meet. The total workload for CID A & CID B was averaged to be 23,319 hours per year. This is the total number of investigative hours needed to handle the yearly average of 1,468 investigations. Based on those numbers, 21 detectives are needed to meet the workload. The current unit allocation is 10 detectives. To meet the current workload 11 additional detectives are needed from the current unit allocation. The proposed allocation would include increasing CID A and CID B to 7 detectives each, and creating CID C. CID C would be staffed with 7 detectives. The addition of the additional detectives would require 1 additional sergeant's position.

The Forensics Unit's workload was separated into: crime scene, digital forensics and Property & Evidence. The average yearly workload for crime scene was calculated at 3,000 hours per year. This workload would require 3 detectives to meet that demand. The current unit allocation is 2 detectives. To meet the current workload crime scene would need 1 additional detective added to the unit allocation. The average yearly workload for digital forensics was calculated to be 7,980 hours per year. To meet this workload, 7 detectives are needed. The current unit allocation in digital forensics is 3 detectives. Based on this analysis, 4 additional detectives would need to be added to the unit allocation to meet the workload. The average yearly workload for Property & Evidence was calculated to be 4,740 hours per year. The current unit allocation is 2 civilian Property & Evidence custodians. To meet the current workload 2 additional civilian Property & Evidence Custodians are needed. Adding 5 additional detectives and 2 additional Property & Evidence Custodians to the Forensics Unit would require 1 additional sergeant's position.

Below depicts the current and proposed unit allocation and the proposed change. Positions in red indicate change.

Criminal Investigations Division			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
<u>CID A</u>	<u>CID A</u>	<u>CID A</u>	<u>CID A</u>
1 Sergeant	1 Sergeant	1 Sergeant	None
5 Detectives	7 Detectives	7 Detectives	+2 Detectives
<u>CID B</u>	<u>CID B</u>	<u>CID B</u>	<u>CID B</u>
1 Sergeant	1 Sergeant	1 Sergeant	None
5 Detectives	7 Detectives	7 Detectives	+2 Detectives
	<u>CID C</u>	<u>CID C</u>	<u>CID C</u>
	1 Sergeant	0 Sergeant	None
	7 Detectives	0 Detectives	None
<u>Forensics</u>	<u>Forensics</u>	<u>Forensics</u>	<u>Forensics</u>
1 Sergeant	2 Sergeant	1 Sergeant	None
5 Detectives	10 Detectives	8 Detectives	+3 Detectives
2 P&E Custodians	4 P&E Custodians	3 P&E Custodians	+1 P&E Custodians

Section II: Special Investigations Division

The Special Investigations Division is led by the Special Investigations Division Lieutenant. The Division is divided into two groups: The Vice/Narcotics Unit and the Intelligence Unit. The analysis of the Special Investigations Division is broken into three parts:

- Part 1: Vice/Narcotics Unit
- Part 2: Intelligence Unit
- Part 3: Special Investigation Unit Conclusions

Authorized Staffing

The Authorized Staffing Level for the Special Investigations Division is:

1 Lieutenant	
<u>Vice/Narcotics Unit</u>	<u>Intelligence Unit</u>
1 Sergeant	1 Sergeant
5 Detectives	3 Detectives
1 DEA Task Force Detective	1 Intelligence Analyst
	1 JTTF Task Force Detective
	1 Accreditation Officer

Part 1: Vice/Narcotics Unit

Authorized Staffing

The Vice/Narcotics Units allocation is 1 sergeant, 5 vice/narcotics detectives and 1 detective assigned to the Drug Enforcement Administration (DEA) Taskforce in Roanoke, VA.

Workload Analysis Methodology

The workload analysis for the Vice/Narcotics Unit was divided into two sections: The vice/narcotics detectives and the DEA Taskforce detective. The specific work tasks were identified for each of those sections and an average amount of time spent conducting each task was identified through interviews with the members of the unit. These figures, added together, represent the unit's full workload.

Schedule

The Vice/Narcotics Unit's schedule rotates based on the activities of the unit. Each member of the unit is scheduled to work four, 10 hour days per week for a total of 40 hours a week. These hours may change due to the activities of the unit. Members of this unit are not considered "on-call", but are subject to call back.

Administrative Labor

Administrative time for the Vice/Narcotics Unit was calculated at 30%. This is the standard from IACP that was utilized for each unit other than the patrol function, in this report. Administrative labor consists of:

- Report writing
- Daily Roll Call Briefings
- Prep for shift
- Meal or personal care breaks

- Court attendance while on duty
- On duty training
- Vehicle maintenance or refueling
- Equipment maintenance
- Attending meetings
- Employee related paperwork
- Other administrative duties

Operational Labor

Table 71 below depicts the average yearly workload identified for the Vice/Narcotics Unit. Based on interviews with the staff of this Unit, the Intelligence Unit was able to calculate the average yearly workload as 10,840 hours per year.

TABLE 71: VICE/NARCOTICS WORKLOAD	
Tasks	Average Hours per Year
Narcotics Purchases	1872
Managing Informants	1562
Pen Registers	524
Court Orders	268
Administrative Search Warrants	224
Residence Search Warrants	384
Interviews	420
Surveillance	1456
Meetings	520
Instructing	260
Assisting other agencies	448
ATF Task Force	204
US Marshals Task Force	200
DEA Task Force	46
Case Preparation/Management	2288
Informant transportation to court	3
Managing confidential funds	156
Preparing Indictments	5
Total	10840

(Source: Interviews with Vice/Narcotics Detectives)

Table 72 below depicts operational labor for the vice/narcotics detectives. Each detective, on average, works 1,557.38 hours per year, after absences. Subtracting 30% for administrative duties leaves a total of 1,090.17 hours to spend on unit tasks. To meet the identified average yearly workload (10,840 hours per year) 10 detectives are needed. This would be 5 detectives above the current unit allocation. The addition of 5 detectives to this unit may require 1 additional sergeant be added to the unit allocation.

Table 72: VICE UNIT OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	202.42 hrs
B	Holidays	64.45 hrs
C	Vacation	108.32 hrs
D	Comp-time	28.61 hrs
E	Sick Leave	38.97 hrs
F	Military Leave	0.40 hrs
G	Temporary Duty	20.75 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	15.32 hrs
J	Administrative Leave	33.76 hrs
K	Family Leave	9.62 hrs
L	Total Avg. Hours Absent (add rows A through K)	522.62 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,557.38 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,090.17 hrs
Q	Workload Hours (from Table 71)	10,840.00 hrs
R	Officers Need to meet demand (row Q/ row P)	10
	Current Unit Allocation	6
	Proposed Change to Unit Allocation	4

DEA Task Force Position

The DEA Task Force position is an agreed upon position between the Drug Enforcement Administration and the Lynchburg Police Department. This agreement requires the Lynchburg Police Department to provide one full-time detective to work with the DEA Task Force out of Roanoke. Since this position is based on an agreement between the two agencies, the workload for this position was not analyzed in this study.

Span of Control

The current span of control (sergeant to subordinate ratio) for the Vice/Narcotics Unit is 1:6, based on the current unit allocation. This span of control is narrow enough to allow the sergeant to easily maintain control and be involved in the day to day activities of the unit. The average span of control for the agencies reviewed was 1:7 for Vice/Narcotics units. If the Vice/Narcotics Unit was increased by 5 detectives, this would make the span of control 1:11 (sergeants to subordinates). This ratio would be higher than all the agencies reviewed. The additional staff would require that one sergeant's position be added to the unit allocation.

Part 2: Intelligence Unit

Authorized Staffing

The Intelligence Unit consists of the intelligence function, the accreditation officer, and the Joint Terrorism Task Force (JTTF) Detective. The authorized staffing is as follows:

1 Sergeant

<u>Intelligence Function</u>	<u>Accreditation Officer</u>	<u>JTTF Detective</u>
3 Detectives	1 Detective	1 Detective
1 Civilian Analyst		

Workload Analysis Methodology

There is no standard for analyzing the workload for the Intelligence Unit. The functions of the LPD Intelligence Unit encompass several jobs including detectives and a civilian intelligence analyst assigned to the intelligence function, a joint terrorism taskforce detective, and a detective assigned to accreditation.

To analyze the workload, the Intelligence Unit looked at all functions handled by each detective or civilian individually and attempted to calculate the average number of tasks they perform and an average amount of time each year spent completing that task. This was accomplished through unit meetings and interviews of unit members.

The Joint Terrorism Task Force position was not analyzed for this study. This position has not been occupied for a substantial amount of time and the Intelligence Unit could not determine a workload for this position. This position is based on an agreement between the Lynchburg Police Department and the Federal Bureau of Investigations, which requires 1 detective be assigned. Due to that agreement the Intelligence Unit identified the unit need at 1 detective for this position.

The accreditation officer position was analyzed separately as the workload for that position is vastly different from those involved in the intelligence function. The current accreditation officer has only been in that position for a short amount of time. To more accurately reflect the workload for this position, both the current and former accreditation officers were interviewed for this analysis. After compiling the information from both interviews the Intelligence Unit was able to identify the major tasks for this position. The tasks were categorized and the amount of time spent on each task per year was averaged.

Once the workload was identified for all of the positions within the Intelligence Unit, the data was compared to the actual number of hours that each employee is available work on unit tasks. The workload was divided by this number and the total number of positions needed to meet the average workload was identified.

Schedule

All members of the Intelligence Unit are currently scheduled to work a 40 hour work week. The schedule for detectives in the Intelligence Unit is Monday through Friday 8:00 am to 4:00 pm. The schedule for the civilian

intelligence analyst is 7:00 am to 3:00 pm Monday through Friday. Members of the Intelligence Unit are not on call but are subject to callback.

Administrative Labor

Administrative time for all staff members assigned to the Intelligence Unit was calculated at 30%. This is the standard from IACP that was utilized for each unit other than the patrol function, in this report. Administrative labor consists of:

- Report writing
- Daily Roll Call Briefings
- Prep for shift
- Meal or personal care breaks
- Court attendance while on duty
- On duty training
- Vehicle maintenance or refueling
- Equipment maintenance
- Attending meetings
- Employee related paperwork
- Other administrative duties

Intelligence Function Operational Labor

While analyzing the intelligence function workload, as with several other units, there were tasks identified that were not being fully addressed due to lack of manpower. The main tasks that fall in this category are: phone extraction analysis and video surveillance monitoring. These tasks are only addressed as workhours permit. Below is a detailed description of these tasks:

- The Intelligence Unit collects on average 26,280 hours of video surveillance each year. This is a collection of video surveillance from all investigative cases throughout the Department. On average it takes one detective an hour to review the past 24 hours of video surveillance to recover any intelligence or case related information. Based on the amount of video evidence collected in one year an average of 1095 hours of investigative time is needed to collect the intelligence or evidence from the video surveillance collected. This task is split between the civilian analyst and the sworn detectives.
- On average the department downloads approximately 80 cellular telephones per year during criminal investigations. Phone extractions can contain hundreds or thousands of messages, logs, photos, videos and other data that needs to be analyzed to determine if any of the data relates to the current investigation, other criminal activity or is of intelligence value for other investigations. On average it takes 16 hours of analysis to review one cellular phone extraction. This indicates that on average it would take one employee 1280 hours of analysis time to review all of the cellular telephone extractions performed by the Department each year. This task is split between the civilian analyst and sworn detectives.

Employees assigned to the intelligence function conduct several major projects each year including: this workload study, the Intelligence Led Policing Initiative, crime seasonality reports, patrol beat analysis/re-design, database creation, intelligence service automation, intelligence led policing dashboards and applications to improve the access of intelligence to all officers in the department. On average the employees assigned to the intelligence

function work 40 hours a week on these major projects. This would equate to 2,080 work hours each year. These projects are split between both the civilian analyst and the sworn detectives.

The Intelligence Unit is staffed with one civilian intelligence analyst. This analyst's main responsibility is the department's Intelligence Led Policing (ILP) program. Each week the analyst spends an average of 20 hours preparing for daily ILP meetings, posting ILP notes and disseminating intelligence to the entire department. This equates to an average of 1040 hours per year.

The Intelligence Unit routinely monitors telephone conversations (recorded or real time) based on specific criminal investigations. On average the Intelligence Unit monitors approximately 70 hours of telephone conversations each week. This equates to an average of 3,640 hours per year.

Tables 73 and 74 below depict the total workload for the intelligence function for the Intelligence Unit. While conducting this analysis the Intelligence Unit recognized that many of the tasks currently being handled by sworn officers could be handled by civilian analysts. For the following analysis the tasks were divided into those that can be handled by civilian intelligence analysts and those that should be handled by sworn personnel.

Table 73 below depicts the workload that was identified as tasks that could be handled by civilian intelligence analysts. That total workload was identified as approximately 8,019 hours per year.

TABLE 73: INTELLIGENCE ANALYST'S WORKLOAD	
Type of Task	Total Time Per Year
Clery Act Requests	5
Crime Analysis	832
Intelligence Sharing	126
Mapping	60
Pen Register / Call Detail Records	304
Social Media	150
Intelligence Led Policing	1040
Requests for Information/Analysis	1424
Telephone Conversation Monitoring	1820
Major Projects	1040
Phone Extraction Analysis	640
Video Surveillance Monitoring	578
Total	8019

(Source: Intelligence Unit collaboration)

Table 74 below depicts the sworn intelligence function workload. The average workload was determined to be 5,623 hours per year.

TABLE 74: SWORN INTELLIGENCE FUNCTION WORKLOAD	
Type of Task	Total Time Per Year
Electronic Surveillance	20
Expert Testimony	12
Fugitive Locate	86
Gang Related	134
Instructing	32
Intelligence Sharing	126
Interview	36
Pen Register / Call Detail Records	204
Presentations	40
Search Warrant	129
Major Projects	1040
Surveillance	120
Social Media	150
Suspect Workup/Identification	400
Threat Assessments	56
Phone Extraction Analysis	640
Video Surveillance Monitoring	578
Telephone Conversation Monitoring	1820
Total	5623

(Source: Intelligence Unit collaboration)

Table 75 below depicts the operational labor for the civilian intelligence analyst position for the Intelligence Unit. The table shows that the analyst works an average of 1,883.50 hours each year. After removing 30% for administrative time we are left with 1318.45 hours each year to dedicate to the unit's workload. With an average workload of 8,019 hours per year, 6 intelligence analysts are needed to meet the current demand. This equates to 5 intelligence analysts above the current unit allocation.

Table 75: INTELLIGENCE ANALYST OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	16.00 hrs
B	Holidays	76.00 hrs
C	Vacation	71.00 hrs
D	Comp-time	33.50 hrs
E	Sick Leave	0.00 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	0.00 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	0.00 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	0.00 hrs
L	Total Avg. Hours Absent (add rows A through K)	196.50 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,883.50 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,318.45 hrs
Q	Workload Hours (from Table 73)	8,019.00 hrs
R	Officers Need to meet demand (row Q/ row P)	6
	Current Unit Allocation	1
	Proposed Change to Unit Allocation	5

Table 76 below depicts the operational labor for sworn personnel assigned to the intelligence function within the Intelligence Unit. The table shows that on average each detective works 1,562.41 hours each year. After subtracting the 30% administrative time 1,093.69 hours are left for detectives to commit to the units workload. With an identified average workload of 5,623 hours per year, 5 detectives are needed to meet the current unit demand. 5 detectives is 2 detectives above the current unit allocation.

Table 76: SWORN INTELLIGENCE FUNCTION OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	149.91 hrs
B	Holidays	72.87 hrs
C	Vacation	114.82 hrs
D	Comp-time	54.69 hrs
E	Sick Leave	40.89 hrs
F	Military Leave	40.58 hrs
G	Temporary Duty	24.53 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	16.00 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	3.30 hrs
L	Total Avg. Hours Absent <i>(add rows A through K)</i>	517.59 hrs
M	Hours per Year <i>(52 weeks x 40 hrs. per Week)</i>	2,080.00 hrs
N	Hours less Absences <i>(row M – row L)</i>	1,562.41 hrs
O	Administrative Time	30%
P	Available Work Hours <i>(row N x .70)</i>	1,093.69 hrs
Q	Workload Hours <i>(from Table 74)</i>	5,623.00 hrs
R	Officers Need to meet demand <i>(row Q/ row P)</i>	5
	Current Unit Allocation	3
	Proposed Change to Unit Allocation	2

Accreditation Officer Operational Labor

The Accreditation Officer is responsible for ensuring that the Lynchburg Police Department maintains accreditation through the Commission on Accreditation for Law Enforcement Agencies (CALEA). Most of the tasks handled on a daily basis revolve around keeping the Department compliant with all of the CALEA Standards. Table 77 shows the common task completed by the Accreditation Officer each year. The table shows that on average the accreditation officer's workload was calculated at 1037 hours per year.

TABLE 77: ACCREDITATION OFFICER'S WORKLOAD	
Task	Average Hours per Year
Working on Police Directives	98
Working on Proofs	424
Working on Highlights	343
Conducting Directive Reviews	36
Creating New Directives	40
Conducting Research	96
Total:	1037

(Source: Interview with Accreditation Officer)

Table 78 below depicts the operational labor for the Accreditation Officer. The Accreditation Officer works an average of 1,629.70 hours each year. After removing 30% for administrative time we are left with 1140.79 hours each year to dedicate to the accreditation tasks. With an average workload of 1037 hours per year, 1 detective can handle the current workload of the Accreditation position.

Table 78: ACCREDITATION OFFICER'S OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	86.80 hrs
B	Holidays	58.40 hrs
C	Vacation	136.70 hrs
D	Comp-time	40.10 hrs
E	Sick Leave	85.70 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	9.60 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	16.00 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	17.00 hrs
L	Total Avg. Hours Absent (add rows A through K)	450.30 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,629.70 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,140.79 hrs
Q	Workload Hours (from Table 77)	1,037.00 hrs
R	Officers Need to meet demand (row Q/ row P)	1
	Current Unit Allocation	1
	Proposed Change to Unit Allocation	0

JTTF Detective Operational Labor

This position is an agreed upon position between the Lynchburg Police Department and Federal Bureau of Investigations. This position has been vacant for some time and no data could be obtained to calculate the workload for this position. This position was excluded from this analysis and the position need will be identified as 1 Detective as per the agreement between the agencies.

Span of Control

Span of control for the Intelligence Unit is currently 1 Sergeant to 6 Employees (1:6). This span of control is narrow enough to allow the sergeant to control the day to day activities of his subordinates and is in line with other agencies reviewed by the Intelligence Unit. If the additional positions suggested by this study were added to

the Unit this would change the span of control to 1:13, which is much too broad to for one sergeant's position to handle. The span of control should not exceed 1:10. The additional staff would require an additional sergeant.

Part2: Special Investigations Division Conclusion

The analysis of the Special Investigations Division shows that the workload for this division is greater than the current staffing level or unit allocation can handle.

The Vice/Narcotics Unit includes the vice/narcotics detectives and the DEA Task Force Detective. The DEA Task Force Detectives position workload was not analyzed because this position is an agreed upon position between DEA and the Lynchburg Police Department. 1 detective position is allocated for that slot.

The analysis of the vice/narcotics detective's workload determined that the detectives have an average yearly workload of 10,840 hours. The average number of hours that detectives have to commit to unit tasks is 1,090.17 hours per year per detective. This would require 10 detectives to meet the current workload. This is 5 detectives above the current unit allocation. The additional detectives would require one additional sergeant to supervise the new positions.

The Intelligence Unit is separated into 3 separate categories: the intelligence function, the JTTF Task Force Officer and the accreditation officer. The workload of each group was analyzed separately.

The analysis of the intelligence function was broken into two parts, those that can be handled by a civilian intelligence analyst and those that require a sworn detective. The intelligence analyst average yearly workload was calculated to be 8,019 hours per year. With each analyst having an average of 1,318.45 hours per year available to commit to unit tasks, this would require 6 intelligence analysts to meet the current demand. The current unit allocation would need to be increased by 5 analysts.

The average yearly workload for detectives assigned to the intelligence function was calculated to be 5,623 hours per year. Each detective has an average of 1,093.69 hours per year available to commit to unit tasks. This would require 5 detectives to meet the current workload. That is 2 detectives above the current unit allocation. The addition of 2 detectives and 5 analysts would require one additional sergeant to maintain a balanced span of control.

The following depicts the current allocated staffing level, the proposed allocated staffing level and the proposed changes to the Special Investigations Division. Positions in **red** indicate a change to the current allocation.

Special Investigations Division			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
<u>Vice/Narcotics</u>	<u>Vice/Narcotics</u>	<u>Vice/Narcotics</u>	<u>Vice/Narcotics</u>
1 Sergeant	2 Sergeants	1 Sergeants	None
5 Detectives	10 Detectives	7 Detectives	+2 Detectives
1 DEA TF Officer	1 DEA TF Officer	1 DEA TF Officer	None
<u>Intelligence Unit</u>	<u>Intelligence Unit</u>	<u>Intelligence Unit</u>	<u>Intelligence Unit</u>
1 Sergeant	2 Sergeants	1 Sergeants	None
3 Detectives	5 Detectives	4 Detectives	+1 Detectives
1 Intel Analyst	6 Intel Analysts	4 Intel Analysts	+3 Intel Analysts
1 Accreditation Off.	1 Accreditation Off.	1 Accreditation Off.	None
1 JTTF Officer	1 JTTF Officer	1 JTTF Officer	None

Section III: Administrative Position

There is one administrative position in the Investigations Bureau, an administrative assistant reporting to the Investigations Bureau Captain. The administrative assistant is a position responsible for administrative and clerical support for the Investigations Bureau Captain and other members of this bureau. This position has no subordinates.

Authorized Staffing

Authorized staffing for the administrative assistant's position is 1 administrative assistant.

Workload Analysis Methodology

The workload for the administrative assistant's position was identified through an interview with the administrative assistant. During the interview the major tasks for this position were identified and average times for each task were identified. The times committed to each task were added together to identify the average yearly workload for this position.

Schedule

The administrative assistant works an 8 hour day 5 days per week totaling 40 hours per week. This position is not considered "on-call" and is not subject to call back.

Administrative Labor

Administrative time for the administrative assistant was calculated at 30%. This is the standard from IACP that was utilized for each unit other than the patrol function, in this report. Administrative labor consists of:

- Report writing
- Meetings & briefings
- Preparation for shift
- Meal or personal care breaks
- On duty training
- Equipment maintenance
- Employee related paperwork and issues
- Email or phone calls
- Other administrative duties

Operational Labor

Table 79 below depicts the average yearly workload identified for the Investigations Bureau Administrative Assistant's position. The average workload was calculated to be 2,456 hours per year.

TABLE 79: ADMINISTRATIVE ASSISTANT'S WORKLOAD	
Tasks	Average Hours per Year
Transcriptions	1560
Mail	260
Directing Community	260
Managing Conference Room	24
Case Histories	40
Directing Phone Calls	260
Accounting/Inventory of Supplies	52
Total	2456

(Source: Interview with Administrative Assistant)

Table 80 below depicts operational labor for the Investigations Bureau Administrative Assistant. The administrative assistant, on average, is available to work 1,751.70 hours per year, after absences. Subtracting 30% for administrative time, leaves an average of 1,226.19 hours per year to devote to unit tasks. To meet the identified yearly average workload (2,456 hours per year) 2 administrative assistants are needed. This requires 1 additional administrative assistant be added to the current unit allocation.

Table 80: ADMINISTRATIVE ASSISTANT'S OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	0.00 hrs
B	Holidays	78.40 hrs
C	Vacation	123.40 hrs
D	Comp-time	14.80 hrs
E	Sick Leave	90.90 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	1.60 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	16.00 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	3.20 hrs
L	Total Avg. Hours Absent (add rows A through K)	328.30 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,751.70 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,226.19 hrs
Q	Workload Hours (from Table 42)	2,456.00 hrs
R	Officers Need to meet demand (row Q/ row P)	2
	Current Unit Allocation	1
	Proposed Change to Unit Allocation	1

Span of Control

Span of control was not analyzed for this position since this position reports directly to the Investigations Bureau Captain.

Section IV: Investigations Bureau Conclusions

The analysis of the Investigations Bureau highlighted a shortage of investigative and support staff within this bureau. The Investigations Bureau was broken into three main parts for this analysis: Criminal Investigations Division, Special Investigations Division and administrative positions. The analysis showed that the Criminal Investigations division needs an additional 2 sergeants, 16 detective and 2 Property & Evidence custodian positions to meet the current average yearly workload. The analysis of the Special Investigations Unit shows that to meet the current average annual workload, an additional 2 sergeants, 7 detectives and 5 intelligence analysts are needed. The analysis of the administrative positions indicates that an additional administrative assistant is needed to meet the current average yearly workload.

Below are the current unit allocation, the proposed unit allocation and the change between the two. Positions in red represent proposed changes.

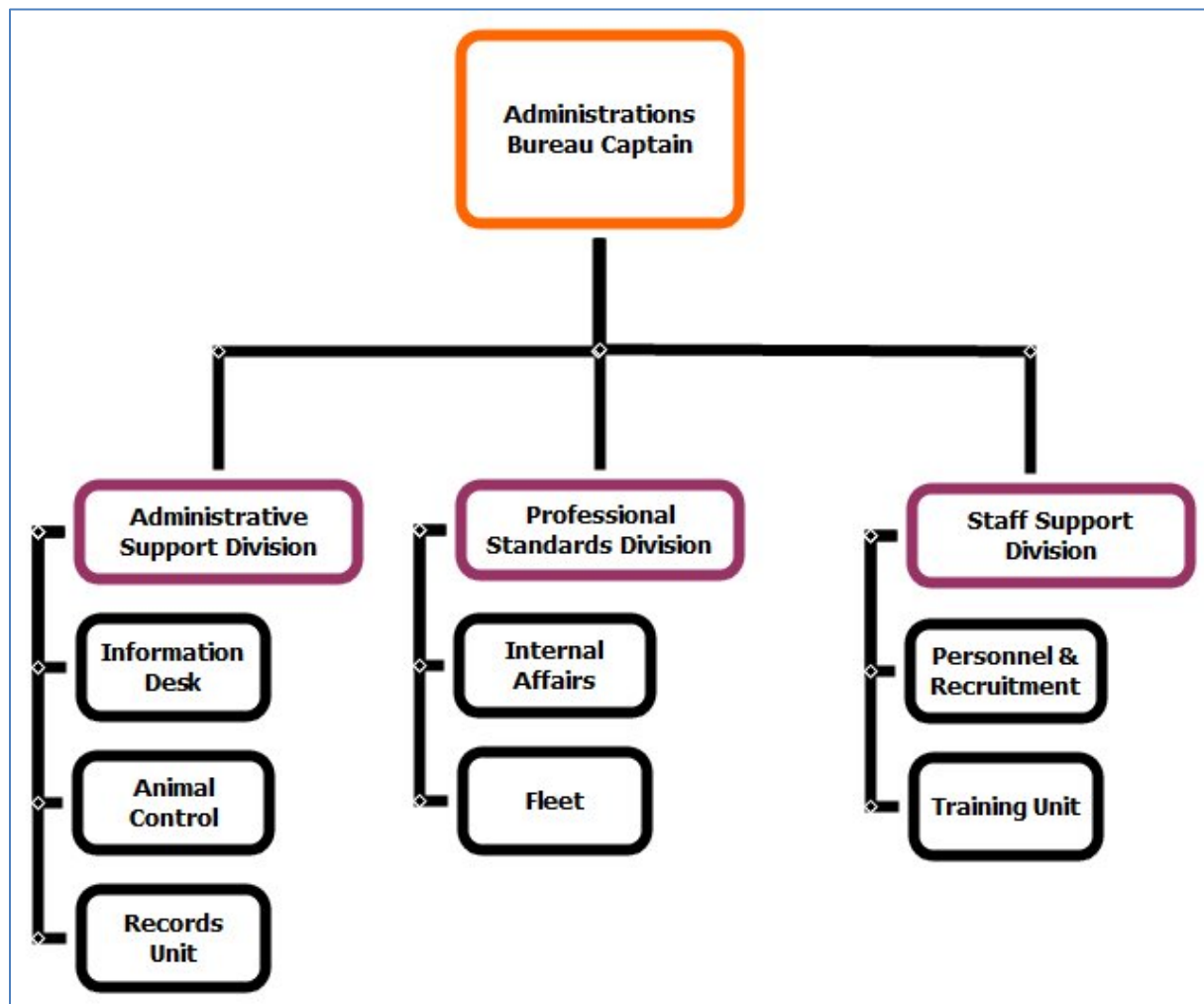
INVESTIGATIONS BUREAU			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Captain	1 Captain	1 Captain	None
1 Admin Asst.	2 Admin Asst.	2 Admin Asst.	+1 Admin Asst.
Criminal Investigations Division			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
<u>CID A</u>	<u>CID A</u>	<u>CID A</u>	<u>CID A</u>
1 Sergeant	1 Sergeant	1 Sergeant	None
5 Detectives	7 Detectives	7 Detectives	+2 Detectives
<u>CID B</u>	<u>CID B</u>	<u>CID B</u>	<u>CID B</u>
1 Sergeant	1 Sergeant	1 Sergeant	None
5 Detectives	7 Detectives	7 Detectives	+2 Detectives
	<u>CID C</u>	<u>CID C</u>	<u>CID C</u>
	1 Sergeant	0 Sergeant	None
	7 Detectives	0 Detectives	None
<u>Forensics</u>	<u>Forensics</u>	<u>Forensics</u>	<u>Forensics</u>
1 Sergeant	2 Sergeant	1 Sergeant	None
5 Detectives	10 Detectives	8 Detectives	+3 Detectives
2 P&E Custodians	4 P&E Custodians	3 P&E Custodians	+1 P&E Custodians

Special Investigations Division			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
<u>Vice/Narcotics</u>	<u>Vice/Narcotics</u>	<u>Vice/Narcotics</u>	<u>Vice/Narcotics</u>
1 Sergeant	2 Sergeants	1 Sergeants	None
5 Detectives	10 Detectives	7 Detectives	+2 Detectives
1 DEA TF Officer	1 DEA TF Officer	1 DEA TF Officer	None
<u>Intelligence Unit</u>	<u>Intelligence Unit</u>	<u>Intelligence Unit</u>	<u>Intelligence Unit</u>
1 Sergeant	2 Sergeants	1 Sergeants	None
3 Detectives	5 Detectives	4 Detectives	+1 Detectives
1 Intel Analyst	6 Intel Analysts	4 Intel Analysts	+3 Intel Analysts
1 Accreditation Off.	1 Accreditation Off.	1 Accreditation Off.	None
1 JTTF Officer	1 JTTF Officer	1 JTTF Officer	None

Chapter V: Investigations/Administration Bureau (Administrations Bureau)

The Administrations Bureau falls under the Investigations/Administrations Bureau Deputy Chief. It is led by the Administrations Bureau Captain and is divided into three separate divisions, the Professional Standards Division, the Administrative Support Division, and the Staff Support Division. Each division is separated into several units. The Professional Standards Division is separated into Internal Affairs and Fleet. The Administrative Support Division is divided into the Information Desk, Animal Control and the Records Unit. The Staff Support Division is divided into Personnel & Recruitment and the Training Unit. Figure 10 below depicts the organizational structure of the Administrations Bureau. Also listed below is the current staffing level and allocated staffing level for the Administrations Bureau.

Figure 10: Administrative Bureau Organizational Chart



Allocation

1 Captain
3 Lieutenants
5 Sergeants
6 Officers
1 Training Coordinator (part time)
1 Fleet Coordinator (part time)
3 Administrative Assistant
3 Animal Control Officers (Full Time)
1 Animal Control Officer (Part Time)
1 Animal Control Supervisor
4 Records Clerks
1 Records Manager

The analysis of the Administrative Bureau was divided into three sections:

- Section I : Professional Standards Division
- Section II: Staff Support Division
- Section III: Administrative Support Division

Section I: Professional Standards Division

The Professional Standards Division is led by the Professional Standards Division Lieutenant. The Division is divided into two groups: Internal Affairs and Fleet. This analysis is divided into the following three parts:

- Part 1: Internal Affairs
- Part 2: Fleet
- Part 3: Professional Standards Division Conclusions

Authorized Staffing

The Authorized Staffing Level for the Professional Standards Division is:

1 Lieutenant	
<u>Professional Standards</u>	<u>Fleet</u>
2 Sergeants	1 Fleet Coordinator (Part Time)

Part 1: Internal Affairs

The Internal Affairs Unit falls under the Professional Standards Division Lieutenant. This unit is responsible for all Freedom of Information Act (FOIA) requests and internal investigations including demeanor complaints, excessive force, or other alleged employee misconduct.

Authorized Staffing

Due to the nature of the investigations conducted by Internal Affairs, the assigned investigators are ranked sergeant or higher. Internal Affairs is authorized 2 sergeant positions.

Workload Analysis Methodology

The workload for Internal Affairs was determined by conducting interviews with the members of the unit. The major tasks for the unit were identified and average times were determined to accomplish each task as well as the average number of task the unit deals with each year. Where an average number could not be determined an average amount of time per week or per month spent on each task was identified. This provided the total workload for the unit. The workload was divided by the average amount of time that an officers is available to work on unit tasks to determine the number of staff members needed to meet the unit's workload.

Schedule

Members of Internal Affairs work an 8 hour day 5 days a week (Monday through Friday). The sergeants assigned to Internal Affairs are not considered "on-call", but are subject to call back based on the needs of the department.

Administrative Labor

Administrative time for Internal Affairs was calculated at 30%. This is the standard from IACP that was utilized for each unit other than the patrol function, in this report. Administrative labor consists of:

- Report writing
- Daily Roll Call Briefings
- Prep for shift
- Meal or personal care breaks

- Court attendance while on duty
- On duty training
- Vehicle maintenance or refueling
- Equipment maintenance
- Attending meetings
- Employee related paperwork
- Other administrative duties

Operational Labor

Table 81 below depicts the workload for Internal Affairs. These hours were averaged from interviews with the staff in Internal Affairs. The total workload for Internal Affairs was averaged to be 2,928 hours per year.

Table 81: Internal Affairs Workload	
Task	Average Hours per Year
Freedom of Information Act Requests	628
Internal Affairs Investigations	2088
Random Audits	48
Review of Blue Team	104
Assisting other Agencies	60
Total	2928

(Source: Interviews with Internal Affairs Staff)

Table 82 below depicts operational labor for Internal Affairs. The average workload was identified as 2,928 hours per year. Three sergeant positions would be needed to meet the current unit workload. This is 1 sergeant above the current unit allocation.

Table 82: INTERNAL AFFAIRS OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	49.00 hrs
B	Holidays	87.50 hrs
C	Vacation	201.30 hrs
D	Comp-time	35.70 hrs
E	Sick Leave	83.90 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	20.20 hrs
H	XD Hours	12.00 hrs
I	Personal Leave	16.00 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	4.00 hrs
L	Total Avg. Hours Absent (add rows A through K)	509.60 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,570.40 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,099.28 hrs
Q	Workload Hours (from Table 81)	2,928.00 hrs
R	Officers Need to meet demand (row Q/ row P)	3
	Current Unit Allocation	2
	Proposed Change to Unit Allocation	1

Span of Control

The two investigators assigned to Professional Standards are both supervisory level employees who report directly to the Professional Standards Division Lieutenant. The span of control for lieutenant to subordinate within the Professional Standards Division is 1:3. This is a very narrow span of control but is consistent with other reviewed agencies based on the nature of the investigations completed by this division.

Part 2: Fleet

Fleet consists of one part-time fleet coordinator. The fleet coordinator is responsible for the maintenance, reporting and upkeep of the police department's fleet of vehicles. This position reports to the Professional Standards Division Lieutenant.

Authorized Staffing

Authorized staffing for Fleet is one part time civilian fleet coordinator.

Workload Analysis Methodology

The workload for Fleet was determined by conducting an interview with the fleet coordinator. The major tasks for the unit were identified and average times were determined to accomplish each task as well as the average number of task the unit deals with each year. Where an average number could not be determined an average amount of time per week or per month spent on each task was identified. This provided an overview of the major tasks assigned to this unit. This position is responsible for major projects each year such as: the Axon installation project and the Harris 100 radio project.

Schedule

The fleet coordinator is a part-time civilian position. The fleet coordinator works four 8 hour days, Monday through Thursday.

Administrative Labor

Administrative time for Fleet was calculated at 30%. This is the standard from IACP that was utilized for each unit other than the patrol function, in this report. Administrative labor consists of:

- Report writing
- Roll call or meetings
- Prep for work assignment
- Meal or personal care breaks
- On duty training
- Equipment maintenance
- Employee related paperwork
- Personnel Issues
- Other administrative tasks

Operational Labor

Table 83 below depicts the average workload for the fleet coordinator position. The average workload was calculated at 980 hours per year.

TABLE 83: FLEET COORDINATOR'S WORKLOAD	
Task	Average Hours Per Year
Vehicle Work Orders/Transportation	416
New Vehicle Coordination	40
Monthly Mileage Reports	48
Maintain Stored Vehicles	12
Maintain Police Vehicle Equipment	36
Vehicle Warranty Repairs	12
Insurance Collections for City Accidents	96
Major Projects	200
Coordination with Vendors and City Fleet Director	120
Total	980

(Source: Interview with Fleet Coordinator)

Table 84 below depicts the part-time fleet coordinator's operational labor. The fleet coordinator is scheduled to work a total of 1,664 hours per year. After absences this averages out to be 1,548.10 hours per year. Subtracting 30% administrative time leaves an average of 1,083.67 hours per year to dedicate to unit tasks. One fleet coordinator is sufficient to handle the current workload for this position. No changes should be made to the unit allocation.

Table 84: FLEET COORDINATOR'S OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	5.60 hrs
B	Holidays	0.00 hrs
C	Vacation	108.20 hrs
D	Comp-time	0.00 hrs
E	Sick Leave	0.00 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	2.10 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	0.00 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	0.00 hrs
L	Total Avg. Hours Absent (add rows A through K)	115.90 hrs
M	Hours per Year (52 weeks x 32 hrs. per Week)	1,664.00 hrs
N	Hours less Absences (row M – row L)	1,548.10 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,083.67 hrs
Q	Workload Hours (from Table 83)	980.00 hrs
R	Officers Need to meet demand (row Q/ row P)	1
	Current Unit Allocation	1
	Proposed Change to Unit Allocation	0

Span of Control

This unit consists of one person, the fleet coordinator, who reports to the Professional Standards Division Lieutenant. The span of control for lieutenant to subordinate within the Professional Standards Division is 1:3. This is a very narrow span of control but is consistent with other reviewed agencies based on the nature of the investigations completed by this division

Part 3: Professional Standards Division Conclusion

The Professional Standards Division is divided into: the Internal Affairs Unit and Fleet. To meet the current workload for the Professional Standards Division 1 additional sergeant is needed in the Internal Affairs Unit.

The average yearly workload for the Internal Affairs Unit was calculated at 2,928 hours per year. With a workload that high, 3 sergeants are needed to meet the demand. 3 sergeants is 1 sergeant above the current staffing level and unit allocation.

The average workload for Fleet was calculated to be 980 hours per year. That workload requires 1 civilian fleet coordinator to meet the demand. No changes are needed to the current staffing level or allocation.

Professional Standards Division			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
<u>Internal Affairs</u>	<u>Internal Affairs</u>	<u>Internal Affairs</u>	<u>Internal Affairs</u>
2 Sergeants	3 Sergeants	3 Sergeants	+1 Sergeant
<u>Fleet</u>	<u>Fleet</u>	<u>Fleet</u>	<u>Fleet</u>
1 Fleet Coord. (Part-Time)	1 Fleet Coord. (Part-Time)	1 Fleet Coord. (Part-Time)	None

Section II: Staff Support Division

The Staff Support Division is led by the Staff Support Division Lieutenant. The Division is divided into two separate groups: Training and Personnel & Recruiting. The analysis of the Staff Support Division is divided into three parts:

- Part 1: Training
- Part 2: Personnel & Recruiting
- Part 3: Staff Support Division Conclusions

Authorized Staffing

The Authorized Staffing Level for the Staff Support Division is:

1 Lieutenant	
<u>Training</u>	<u>Personnel & Recruiting</u>
1 Sergeant	1 Sergeant
2 Training Coordinator (Part Time)	1 Recruiting Officer
	1 Administrative Assistant

Part 1: Training

The Training Unit falls under the Staff Support Division Lieutenant. The training unit is responsible for the following:

- Coordinating, facilitating and conducting all departmental firearms training
- Coordinating, facilitation and conducting departmental quarterly training.
- Maintaining the police department's firing range
- Providing case law and legal updates
- Maintaining, testing and distributing departmental riot gear, tactical gear and gas masks.

Authorized Staffing

The Training Unit's authorized staffing level is:

- 1 Range Officer (Sergeant)
- 1 Training Coordinator (Part Time)

Workload Analysis Methodology

The workload for the Training Unit was determined by conducting interviews with the members of the unit. The major tasks for the unit were identified and average times were determined to accomplish each task as well as the average number of task the unit deals with each year. Where an average number could not be determined an average amount of time per week or per month spent on each task was identified. This provided an overview of the major tasks assigned to this unit.

Schedule

The schedule for the Training Unit is different for civilian employees and sworn employees. The sworn range officer works 5 days a week, 8 hours a day. This schedule changes throughout the year based on the types of training that are ongoing. This position averages 40 hours per week.

The civilian part-time training coordinator position works 32 hours per week on average. This is usually broken down into four 8 hour shifts but may change due to ongoing training being conducted.

Administrative Labor

Administrative time for the Training Unit was calculated at 30%. This is the standard from IACP that was utilized for each unit other than the patrol function, in this report. Administrative labor consists of:

- Report writing
- Daily Roll Call Briefings
- Prep for shift
- Meal or personal care breaks
- Court attendance while on duty
- On duty training
- Vehicle maintenance or refueling
- Equipment maintenance
- Attending meetings
- Employee related paperwork
- Other administrative duties

Operational Labor

The operational labor for the Training Unit was broken down between civilian and sworn staff.

Table 85 below depicts the sworn range officer's workload. Based on interviews with the Training Unit staff, the average workload for the range officer position was calculated at 1,554 hours per year.

TABLE 85: RANGE OFFICER'S WORKLOAD	
Tasks	Average Hours per Year
Managing Range Calendar	1
Maintenance of Lawn Care Equipment	3
Post Academy Training	16
Coordinating Quarterly Training	10
Coordinating Firearms Training	40
Remedial Firearms	240
Handgun Qualifications	960
Range Maintenance	80
FBI Shoot	20
Facilitate Recruit Ammunition	10
Dealing with Vendors	15
Conducting Quarterly Training	10
Projects	40
Armory Inventory/Maintenance	60
Gas Mask Testing	12
Basic Rifle Training	32
Citizens Academy	5
Total	1554

(Source: Interview with Range Officer)

Table 86 below depicts the workload for the part-time civilian training coordinator position. Based on interviews with Training Unit staff, the average workload for the training coordinator was calculated to be 993 hours per year.

TABLE 86: TRAINING COORDINATOR'S WORKLOAD	
Tasks	Average Hours per Year
Armory Inventory/Maintenance	30
Range Maintenance	104
Projects	20
Meetings with the Academy	3
Remedial Firearms	56
Quarterly Training	160
Post Academy Training	32
Handgun Qualifications	400
Roll Call Training	48
Case Law Reviews	40
Use of Force Reviews	10
Less Lethal	10
Field Force	80
Total	993

(Source: Interview with Training Coordinator)

Table 87 below depicts operational labor for the range officer position. On average the range officer is at work 1,599.10 hours per year after absences. Subtracting 30% administrative time leaves 1119.37 hours per year to devote to the unit workload. Based on these calculations one sergeant is needed to meet this demand. This would require no change to the unit's current allocation.

Table 87: RANGE OFFICER'S OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	152.20 hrs
B	Holidays	71.20 hrs
C	Vacation	160.60 hrs
D	Comp-time	15.10 hrs
E	Sick Leave	15.60 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	27.00 hrs
H	XD Hours	8.80 hrs
I	Personal Leave	16.00 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	14.40 hrs
L	Total Avg. Hours Absent (add rows A through K)	480.90 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,599.10 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,119.37 hrs
Q	Workload Hours (from Table)	1,554.00 hrs
R	Officers Need to meet demand (row Q/ row P)	1
	Current Unit Allocation	1
	Proposed Change to Unit Allocation	0

Table 88 below depicts operational labor for the part-time civilian training coordinator position. On average the training coordinator is at work 1,563 hours per year after absences. Subtracting 30% administrative time leaves 1094.1 hours per year to devote to the unit workload. Based on these calculations one employee is needed to meet this demand. This would require no change to the unit's allocation.

Table 88: TRAINING COORDINATOR'S OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	61.00 hrs
B	Holidays	0.00 hrs
C	Vacation	40.00 hrs
D	Comp-time	0.00 hrs
E	Sick Leave	0.00 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	0.00 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	0.00 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	0.00 hrs
L	Total Avg. Hours Absent (add rows A through K)	101.00 hrs
M	Hours per Year (52 weeks x 32 hrs. per Week)	1,664.00 hrs
N	Hours less Absences (row M – row L)	1,563.00 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,094.10 hrs
Q	Workload Hours (from Table 86)	993.00 hrs
R	Officers Need to meet demand (row Q/ row P)	1
	Current Unit Allocation	1
	Proposed Change to Unit Allocation	0

Span of Control

The span of control for the Training Unit is very narrow, 1 sergeant to 1 employee (1:1). This span of control is below the average of the other agencies reviewed.

Part 2: Personnel & Recruiting

The Personnel & Recruiting Unit reports to the Staff Support Division Lieutenant. The unit is currently staffed with 1 sergeant, 1 sworn officer who acts as the department recruiter and 1 civilian administrative assistant. The Personnel and Recruiting Unit's main responsibilities are:

- Tracking officer's training and certifications
- Coordinating, planning and scheduling officer's attendance at training.
- Coordinating, planning and conducting the departmental hiring process.
- Handling recruit issues and processing recruits through initial training.
- Providing post academy training to recruits.
- Managing, coordinating and conducting recruiting events to target potential employees.

Authorized Staffing

The authorized staffing level for the Personnel & Recruiting Unit is:

- 1 Sergeant
- 1 Recruiter (Sworn Officer)
- 1 Administrative Assistant (Civilian)

Workload Analysis Methodology

The workload for the Personnel & Recruiting was determined by conducting interviews with the members of the unit. The major tasks for the unit were identified and average times were determined to accomplish each task as well as the average number of task the unit deals with each year. Where an average number could not be determined an average amount of time per week or per month spent on each task was identified. This provided an overview of the major tasks assigned to this unit.

Schedule

Personnel & Recruiting staff works five 8 hour days totaling 40 hours per week. These positions are not considered "on-call".

Operational Labor

The job functions of civilian and sworn personnel in the Personnel & Recruiting Unit are unique. Due to the difference in workload and type the Intelligence Unit analyzed the operational labor of civilian and sworn separately.

Table 89 below depicts the identified workload for the sworn recruiter position. After interviews with the staff of the Personnel & Recruiting Unit, the workload for the recruiter was identified as approximately 1,816 hours per year. Due to the volume of tasks that fall under the recruiter's position, the sergeant of the unit has had to assist with several of the tasks including: the super Saturday events, recruiting events, recruit training, directing recruits, ordering supplies and ceremonies.

TABLE 89: RECRUITER'S WORKLOAD	
Tasks	Average Hours per Year
Recruiting Events	336
Travel for Recruiting Events	24
Prep Applicants for Super Saturday	401
Prep for Polygraph	39
Polygraph Exam Review	20
Backgrounds	39
Prep Background Packets	39
Super Saturday Prep	112
Super Saturday Events	126
Background Review	189
Calls/Meetings with Applicants	69
Prep Recruit File	69
Recruit Orientation	64
Recruit Luncheon	15
Directing Recruits	32
Uniform Issues	6
Post Academy Prep	60
Post Academy Instructing	44
Ceremonies	44
Other Agency Employment Review	20
Ordering Supplies	8
Recruit/Inter Placement	32
Civilian Position Process	12
Command Staff	16
Total	1816

(Source: Interview with the Recruiter)

Table 90 below depicts the workload for the civilian administrative assistant. After interviewing the Personnel & Recruiting staff, the average total workload was determined to be 1,647.5 hours per year.

TABLE 90: ADMINISTRATIVE ASSISTANT'S WORKLOAD	
Tasks	Average Hours per Year
Scheduling/Planning Training	780
Application Review/Data Entry	780
Applicant Testing	42
Monthly Reports	6
Bi Annual Reports	8
Annual Reports	4
Responding to information requests	24
Police Certifications	1.5
Tracking Officer Training Hours	2
Total	1647.5

(Source: Interview with the Administrative Assistant)

Table 91 below depicts operational labor for the recruiter's position. After absences the officer has approximately 1,734.60 hours per year that they are at work. Subtracting 30% administrative time from that total and on average the officer has on average 1,214.22 hours to spend on unit tasks per year. With a yearly average workload of 1,816 hours it would require 1.5 officers to meet this demand. Since the LPD does not employ part time sworn officers, this would require 1 additional officer be added to the unit's allocation.

Table 91: RECRUITER'S OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	71.20 hrs
B	Holidays	94.00 hrs
C	Vacation	97.60 hrs
D	Comp-time	30.30 hrs
E	Sick Leave	21.90 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	9.60 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	16.00 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	4.80 hrs
L	Total Avg. Hours Absent (add rows A through K)	345.40 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,734.60 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,214.22 hrs
Q	Workload Hours (from Table 89)	1,816.00 hrs
R	Officers Need to meet demand (row Q/ row P)	1.50
	Current Unit Allocation	1
	Proposed Change to Unit Allocation	1

Table 92 below depicts operational labor for the civilian administrative assistant. The average number of hours that the employee is at work each year after absences was calculated to be 1,807.90 hours per year. After subtracting 30% for administrative duties, we are left with 1,265.53 hours for the employee to devote to unit tasks. The average yearly workload was identified at 1,647.5 hours. This workload would require 1 administrative assistant to meet. This would require no change to the current unit allocation.

Table 92: ADMINISTRATIVE ASSISTANT'S OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	6.40 hrs
B	Holidays	78.40 hrs
C	Vacation	88.80 hrs
D	Comp-time	2.50 hrs
E	Sick Leave	39.20 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	0.00 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	16.00 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	40.80 hrs
L	Total Avg. Hours Absent (add rows A through K)	272.10 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,807.90 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,265.53 hrs
Q	Workload Hours (from Table 90)	1,647.50 hrs
R	Officers Need to meet demand (row Q/ row P)	1
	Current Unit Allocation	1
	Proposed Change to Unit Allocation	0

Span of Control

The span of control for the Training Unit is 1:2 (Sergeant to subordinate). This ratio is consistent with other recruiting units reviewed by the Intelligence Unit. This position requires direct involvement of the Sergeant in all of the recruiting activities and as such requires a much narrower span of control.

Part 3: Staff Support Division Conclusions

The Staff Support Division is separated into: the Training Unit and Personnel & Recruiting. To meet the current workload the Staff Support Division would need one additional officer.

The workload for the Training Unit was split between the sworn range sergeant and the training coordinator. The average yearly workload for the range sergeant was calculated to be 1,554 hours per year. 1 sergeant is needed to meet that workload. No change is need to the current unit allocation.

The average yearly workload for the training coordinator was calculated to be 993 hours per year. 1 part-time civilian coordinator is needed to meet this demand. No change is need to the current unit allocation.

The workload for Personnel and Recruiting is split between the sworn recruiter's position and a civilian administrative assistant. The average yearly workload for the sworn recruiter's position was calculated to be 1,816 hours per year. To meet that workload 2 officers are needed. This would require 1 additional officer from the current staffing level and unit allocation.

The average yearly workload for the civilian administrative assistant was calculated to be 1,647.5 hours per year. That workload requires 1 civilian administrative assistant to meet the demand. No change is needed to the current staffing level or unit allocation. While the data showed that no additional full-time administrative staffing was needed, this position requires over 381.97 hours of workload above the administrative assistant's available work hours. Much of this workload is seasonal based on the two police academies that are run each year. The additional workload hours does not reach the level to warrant an additional part-time employee. The additional workload hours could be filled through temporary duty assignment, light duty personnel or interns.

Below are the current unit allocation, the proposed unit allocation and the changes. Positions in **red** indicate a change.

Staff Support Division			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
<u>Personnel & Recruiting</u>	<u>Personnel & Recruiting</u>	<u>Personnel & Recruiting</u>	<u>Personnel & Recruiting</u>
1 Sergeant	1 Sergeant	1 Sergeant	None
1 Recruiter	2 Recruiter	2 Recruiter	+1 Recruiter
1 Admin Asst.	1 Admin Asst.	1 Admin Asst.	None
<u>Training</u>	<u>Training</u>	<u>Training</u>	<u>Training</u>
1 Sergeant	1 Sergeant	1 Sergeant	None
1 Training Coord. (Part-Time)	1 Training Coord. (Part-Time)	1 Training Coord. (Part-Time)	None

Section III: Administrative Support Division

The Administrative Support Division is led by the Administrative Support Division Lieutenant. The Division is divided into three separate groups: Animal Control, the Records Unit, and the Information Desk. This analysis was divided into four parts:

- Part 1: Animal Control
- Part 2: Records Unit
- Part 3: Information Desk
- Part 4: Administrative Support Division Conclusions

Authorized Staffing

The Authorized Staffing Level for the Administrative Support Division is:

1 Lieutenant

Animal Control

1 Animal Control Supervisor
6 Animal Control Officers

Records Unit

1 Records Unit Supervisor
4 Records Clerks

Information Desk

1 Sergeant
1 Warrant Officer
4 Officers
2 Administrative Assistants

Part 1: Animal Control Unit

The Animal Control Unit reports to the Administrative Support Division Lieutenant. The Animal Control Unit is responsible for the following:

- Responding to animal related calls for service
- Tracking and reporting animal bites
- Conducting culling of deer population within the City
- Conducting inspections of the animal shelter
- Educating the public on ordinances and rules related to animal care

Authorized Staffing

The authorized staffing level for the Animal Control Unit is:

1 Animal Control Supervisor
3 full time Animal Control Officers
1 part time Animal Control Officer

Workload Analysis Methodology

The workload for the Animal Control Unit was determined by conducting interviews with the members of this unit. The major tasks for the unit were identified and average times were determined to accomplish each task as well as the average number of task the unit deals with each year. Where an average number could not be determined an average amount of time per week or per month spent on each task was identified. This provided an overview of the major tasks assigned to this unit. A call for service analysis was also conducted to assist in identifying the number of calls for service that the unit responds to on an annual basis and how much time those calls for service take to complete.

Call for Service Analysis

Table 93 below depicts the number of calls for service that the Animal Control Unit responds to on a yearly basis. The data shows that on average the Animal Control Unit responds to 722 citizen initiated calls for service and 337 officers initiated calls for service, for a total of 1,059 total calls for service each year.

TABLE 93: ANIMAL CONTROL UNIT CALLS FOR SERVICE						
	2015	2016	2017	2018	2019	5 Year Avg.
Citizen Initiated Calls for Service	502	701	503	595	1,310	722
Officer Initiated Calls for Service	280	313	282	298	513	337
Total Calls for Service	782	1014	785	893	1823	1059

(Source: Lynchburg Computer Aided Dispatch System)

Table 94 below depicts the total time the Animal Control Unit (at the current staffing level) spent on all calls for service as well as the average time spent on a call for service. The data shows that in 2019 there was an increase in the number of calls for service the unit handled and the amount of time the unit spent on calls for service. The increase was attributed to the implementation of a new tethering ordinance and a change in reporting requirements for dog bites and cat scratches.

Table 94 also shows that on average the Animal Control Unit spends 1 hour 18 minutes and 54 seconds on each call for service. The unit responds to 1059 calls for service on average each year, and they spend an average of 1393 hours per year answering calls for service.

TABLE 94: ANIMAL CONTROL CALL FOR SERVICE (CFS) ANALYSIS						
	2015	2016	2017	2018	2019	5 Year Average
CFS Responded to	782	1014	785	893	1823	1059
Total Time on CFS (hh:mm:ss)	797:13:57	1175:48:19	1263:45:04	1180:07:29	2548:18:20	1393:02:38
Average Time per CFS (hh:mm:ss)	1:01:10	1:09:34	1:36:36	1:19:18	1:23:52	1:18:54

(Source: Lynchburg Computer Aided Dispatch System)

Table 95 depicts the animal related calls for service reported to the Lynchburg Police Department on a yearly basis for 2015 through 2019. This data shows that on average the Lynchburg Police Department responds to 3,650 animal related calls for service on a yearly basis. During the hours that animal control officers are on duty and available, they handle these calls. Once they are off duty either a patrol officer responds or the call is held for animal control to deal with once they come on duty.

Table 95: ANIMAL RELATED CALLS FOR SERVICE						
	2015	2016	2017	2018	2019	5 year Average
ANIMAL BITES/ATTACK	130	178	185	270	342	221
ANIMAL CHECK	641	653	603	633	616	629
ANIMAL/EXTREME WEATHER	0	0	0	0	20	4
BARKING DOG	98	81	95	78	78	86
DOG AT LARGE	892	889	881	1,003	883	910
INJURED ANIMAL	332	444	408	411	325	384
MISCELLANEOUS ANIMAL	1,478	1,319	1,448	1,338	1,467	1410
TETHERING VIOLATION	0	0	0	0	33	7
Total	3,571	3,564	3,620	3,733	3,764	3650

(Source: Lynchburg Computer Aided Dispatch System)

Table 96 below depicts the call volume for all (both citizen initiated and officer initiated) animal related calls for service in 2019 by day of the week and hour of the day. The data is color coded green to yellow to red. Call volume begins at green and as the volume increased it changes to yellow then red. The areas with the darkest red

indicate times and days with the highest call volume. Based on this table, the time frame between 7 am and 5 pm are when call volume is the highest. Mondays and Tuesdays are the days with the highest call volume.

TABLE 96: 2019 ANIMAL RELATED CALLS FOR SERVICE BY DAY AND HOUR								
Hour	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
0:00	2	6	2	4	3	1	2	20
1:00	3	4	0	4	2	0	2	15
2:00	0	0	2	1	1	0	1	5
3:00	4	1	1	0	4	1	1	12
4:00	3	1	1	1	1	1	1	9
5:00	2	2	6	1	1	2	2	16
6:00	2	9	5	5	5	5	2	33
7:00	7	33	31	33	29	33	4	170
8:00	11	71	47	50	57	52	10	298
9:00	7	72	62	66	63	62	6	338
10:00	11	85	56	60	77	47	22	358
11:00	11	78	70	65	55	50	15	344
12:00	6	68	72	61	57	60	12	336
13:00	10	61	62	49	53	48	24	307
14:00	13	67	59	55	56	56	20	326
15:00	11	50	56	52	50	61	14	294
16:00	9	49	47	49	39	32	14	239
17:00	16	29	31	39	26	23	15	179
18:00	13	21	21	27	23	18	13	136
19:00	8	18	15	16	9	11	7	84
20:00	10	15	18	11	16	10	9	89
21:00	4	7	18	11	9	8	9	66
22:00	5	4	10	8	9	1	8	45
23:00	3	6	9	5	9	7	6	45
Total	171	757	701	673	654	589	219	3,764

(Source: Lynchburg Computer Aided Dispatch System)

Table 97 below depicts the call volume for animal related calls for service that were citizen initiated for 2019 by day of the week and hour of the day. The data is color coded green to yellow to red. Call volume begins at green and as the volume increased it changes to yellow then red. The areas with the darkest red indicate times and days with the highest call volume. The table shows that the hours between 7am and 5 pm are the times with the highest call volume. Mondays and Tuesdays are the days with the highest call volume.

TABLE 97: 2019 CITIZEN INITIATED, ANIMAL RELATED CALLS FOR SERVICE BY DAY AND HOUR								
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
0:00	2	6	2	3	3	1	2	19
1:00	3	4	0	4	2	0	2	15
2:00	0	0	1	0	1	0	1	3
3:00	4	0	1	0	4	1	1	11
4:00	3	0	1	1	1	1	1	8
5:00	2	2	5	1	1	2	2	15
6:00	2	9	5	5	5	5	2	33
7:00	7	30	30	31	28	25	4	155
8:00	11	69	37	46	51	47	10	271
9:00	7	70	55	56	58	57	6	309
10:00	10	74	51	58	66	42	21	322
11:00	11	71	63	59	51	47	15	317
12:00	6	60	61	57	52	51	12	299
13:00	10	51	55	40	47	43	24	270
14:00	13	54	52	49	51	48	20	287
15:00	11	45	52	49	49	54	14	274
16:00	9	43	42	45	38	30	14	221
17:00	16	28	27	37	24	22	14	168
18:00	13	20	20	25	22	18	13	131
19:00	8	18	14	14	9	11	7	81
20:00	10	14	18	11	14	10	9	86
21:00	4	6	18	11	9	7	9	64
22:00	5	3	9	8	8	1	8	42
23:00	3	6	9	5	9	6	6	44
Total	170	683	628	615	603	529	217	3,445

(Source: Lynchburg Computer Aided Dispatch System)

Schedule

The members of the Animal Control Unit works a 40 hours a week (Monday through Friday) 8 hours per day, with the exception of the part time animal control officer. The part time officer works a 32 hour work week, 4 days a week (Monday through Thursday), 8 hours a day.

Operational Labor

Table 98 below depicts the identified workload for the Animal Control Unit. The data was derived from a combination of interviews with members of the Animal Control Unit and an analysis of the animal related calls for service for the department. The number of hours for the answering calls for service category was calculated by multiplying the total number of animal related calls for service by the average amount of time an Animal Control Officer spends on a call for service (3,650 animal related calls for service times 1 hour 18 minutes and 54 seconds on an average call for service). The table shows that the Animal Control Unit's average workload is

5,915 hours per year. For this analysis 4,810 hours of the workload was attributed to full time officers and the additional 1105 hours was attributed to the part-time animal control officer.

Table 98: Animal Control Workload	
Task	Average Hours per Year
Animal Custody Records Report	8
Pet Shop Inspections	6
Dangerous Dog Registry	50
Monthly Game Report	12
Yearly Game Report	1
Animal Bite Log	43
Quarantines	43
Public Service Announcements	24
Report Review	130
Assisting Officers	43
Ordinance Research/Creation	80
Cull Deer Population	1248
Community Events	30
Monthly Inspections of Shelter	6
Answering Calls for Service	4191
Total Animal Control Unit's Workload	5915
Full Time Officer's Workload	4810
Part-Time Officer's Workload	1105

(Source: Interviews with Animal Control Staff)

Table 99 below depicts the operational labor for the full time animal control officers assigned to the Animal Control Unit. A full time animal control officer is scheduled to work 2,080 hours per year. The 5 year average for absences for Animal Control Officers is 323.47 hours per officer, leaving 1,756.53 hours. The officers of the Animal Control Unit were assessed a 30% administrative time for conducting vehicle maintenance, dealing with personnel issues, completing paperwork, answering telephone calls or other administrative duties not covered in their workload. This leave a total of 1,229.57 hours per year that each Animal Control Officer is available to commit to unit tasks or workload. Based on this calculation to cover the full time officer's portion of the workload, it would require 4 full time animal control officers. This is 1 officer above the current unit allocation.

Table 99: FULL TIME ANIMAL CONTROL OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	61.57 hrs
B	Holidays	64.29 hrs
C	Vacation	102.84 hrs
D	Comp-time	32.13 hrs
E	Sick Leave	28.88 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	10.18 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	6.61 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	16.97 hrs
L	Total Avg. Hours Absent (add rows A through K)	323.47 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,756.53 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,229.57 hrs
Q	Workload Hours (from Table 98)	4,810.00 hrs
R	Officers Need to meet demand (row Q/ row P)	4
	Current Unit Allocation	3
	Proposed Change to Unit Allocation	1

Table 100 below depicts the part-time animal control officer's operational labor. In a year, part-time animal control officers are scheduled to work 1664 hours per year. The five year average for absences is 86.40 hours, leaving 1577.60 hours. The officers of the Animal Control Unit were assessed a 30% administrative time for conducting vehicle maintenance, dealing with personnel issues, completing paperwork, answering telephone calls or other administrative duties not covered in their workload. This leaves a total of 1104.32 hours that part-time animal control officers are available to address the unit workload. Based on this calculation the Animal Control Unit's current staffing of one part-time animal control officer is sufficient.

Table 100: PART TIME ANIMAL CONTROL OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	14.40 hrs
B	Holidays	0.00 hrs
C	Vacation	32.00 hrs
D	Comp-time	0.00 hrs
E	Sick Leave	0.00 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	0.00 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	0.00 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	40.00 hrs
L	Total Avg. Hours Absent (add rows A through K)	86.40 hrs
M	Hours per Year (52 weeks x 32 hrs. per Week)	1,664.00 hrs
N	Hours less Absences (row M – row L)	1,577.60 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,104.32 hrs
Q	Workload Hours (from Table 98)	1,105.00 hrs
R	Officers Need to meet demand (row Q/ row P)	1
	Current Unit Allocation	1
	Proposed Change to Unit Allocation	0

Span of Control

The span of control for the Animal Control Unit is currently 1:4 (1 chief animal warden to 4 subordinates). With the proposed changes to the unit, the span of control would change to 1:5 (1 chief animal warden to 5 subordinates). The allocated span of control is consistent with other agencies and is narrow enough to allow for adequate supervision of subordinates.

Part 2: Records Unit

The Records Unit reports falls under the Administrative Support Division Lieutenant. The Records Unit is responsible for handling all records generated by the police department. Their duties include:

- Ensuring all accident reports, incident report, traffic summons or other documents are transferred to the police department's records management system.
- Updating and reviewing report entries.
- Handling interactions with the public related to access to police records
- Organizing, recording and distributing court paperwork and documents.
- Managing subpoenas
- Managing trespassing authorizations and Bar Notices

Authorized Staffing

The authorized staffing level for the Records Unit is:

1 Records Unit Supervisor
4 Records Clerks

Workload Analysis Methodology

The workload for the Records Unit was determined by conducting interviews with the members of the unit. The major tasks for the unit were identified and average times were determined to accomplish each task as well as the average number of task the unit deals with each year. Where an average number could not be determined an average amount of time per week or per month spent on each task was identified. This provided an overview of the major tasks assigned to this unit.

Schedule

The records clerks for the Records Unit currently work a 40 hour work week consisting of four 10 hour days per week.

Operational Labor

The Intelligence Unit conducted interviews with the staff of the Records Unit and were able to identify the major tasks performed by the unit. Table 101 below depicts the average workload for the Records Unit each year. The table shows the average yearly workload to be 4,340 hours per year.

Table 101: RECORDS UNIT WORKLOAD	
Tasks	Average Hours Per Year
Accident Reports	962
Alerts in RMS System	104
Arrest Process Documentation	52
Trespass Authorization Processing	78
Background Checks	104
Cash Accounting Process	40
Bar Letters	2
Case History Process	47
Conversion of Juvenile Files	30
Customer Service (Phone or Window)	520
Expungement Process	120
Grand Jury Process	130
IBR Process with MFR	1040
Tow/Impound Vehicles	220
Maintenance of Restitution Files	52
Parking Tickets	260
Records Retention/Destruction	4
Subpoena Process	277
Summons Process	260
Virginia Victims Fund	26
Microfiche	12
Total	4340

(Source: Interviews with Records Unit Staff)

Table 102 below depicts the operational labor for the Records Unit. Records Unit staff are scheduled to work 2080 hours per year. The five year average for absences is 372.85 hours per year per staff member. This leaves 1707.15 hours. Records Unit staff members were assessed a 30% administrative time to cover handling employee issues, answering telephone calls, preparing for work, computer/equipment maintenance, or other task not covered in the unit's workload. This leaves 1,195.01 hours available to commit to the unit workload. Based on this analysis, 4 records clerks are needed to handle the current workload. This would require no change to the current unit allocation.

Table 102: RECORDS UNIT OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	6.08 hrs
B	Holidays	76.90 hrs
C	Vacation	151.55 hrs
D	Comp-time	10.92 hrs
E	Sick Leave	52.58 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	6.88 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	14.18 hrs
J	Administrative Leave	3.32 hrs
K	Family Leave	50.45 hrs
L	Total Avg. Hours Absent (add rows A through K)	372.85 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,707.15 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,195.01 hrs
Q	Workload Hours (from Table 101)	4,340.00 hrs
R	Officers Need to meet demand (row Q/ row P)	4
	Current Unit Allocation	4
	Proposed Change to Unit Allocation	0

Span of Control

The span of control ratio for the Records Unit is 1:4 (1 supervisor to 4 subordinates). This ratio is on the narrower end of those reviewed.

Part 3: Information Desk

The Information Desk falls under the Administrative Support Division lieutenant. The duties of the Information Desk include:

- Report Review – reviewing all incident reports or other documents submitted by officers to the department's records management system.
- Manage the front desk for citizen contact with the public on a daily basis.
- Manage, facilitate, and serve all active warrants within the city.
- Organize, sort and distribute officer paperwork to the appropriate courts.
- Manage National Crime Information Center (NCIC) and Virginia Crime Information Network (VCIN) data entry and response.
- Maintain and update the departments complaint book utilized by officers each day during their rollcall

Authorized Staffing

The authorized staffing level for the Information Desk is:

- 1 Sergeant
- 1 Warrant Officer
- 4 Desk Officers
- 2 Administrative Assistants

Workload Analysis Methodology

The workload for the Information Desk was determined by conducting interviews with the members of the unit. The major tasks for the unit were identified and average times were determined to accomplish each task as well as the average number of task the unit deals with each year. Where an average number could not be determined an average amount of time per week or per month spent on each task was identified. This provided an overview of the major tasks assigned to this unit with the exception of the warrant officer. The workload for the warrant officer position was determined through an interview with the warrant officer as well as, an analysis of the warrants and court papers turned in to the complaint desk each year. The warrant officers main responsibility is the service of all warrants and court papers turned into the information desk. The combined data for the warrant analysis and the interview with the warrant officer provided the total workload for the warrant officer.

The Information Desk is currently staffed with both sworn officers and civilian administrative assistants. The only identified tasks that require a sworn officer were those associated with the warrant officer position. For this analysis the Intelligence Unit totaled the workload, then provided results two different ways:

1. Dividing the workload between the current sworn and non-sworn staff. Any additional workload was used to calculate additional sworn officer positions.
2. Removing all sworn personnel from the desk and calculating how many civilian administrative assistant positions it would take to meet the workload.

The sergeant's position for this unit is unique. In this position the sergeant is the first line supervisor, but also responsible for report review. The sergeant must review all reports filed by officers within the police department

for accuracy, grammar, and adherence to state and federal reporting requirements. Because of this additional workload, the Intelligence Unit analyzed the sergeant's position not only by Span of Control but also reviewed the major tasks for this position to determine the average yearly workload.

Schedule

Sworn officers assigned to the complaint desk work a 12 hour day similar to the patrol function. Officers work a rotation of 2 days on, 2 days off the 3 days on, 2 days off then 2 days on and 3 days off.

The civilian Administrative Assistants work five 8 hours days per week or 40 hours per week.

The warrant officer works four 10 hour days (Monday through Thursday) for a total of 40 hours per week.

Warrant Officer's Operational Labor

The warrant officer's position is unique within the unit. The warrant officer is responsible for the service of all warrants and court papers turned into the complaint desk for service. Table 103 below depicts the warrants and protective orders that were logged at the information desk from 2015 through 2019. The table shows that on average the information desk receives 1,028 felony warrants per year, 2,008 misdemeanor warrants per year and 1,115 protective orders each year that require service.

TABLE 103: WARRANTS LOGGED 2015 THROUGH 2019						
	2015	2016	2017	2018	2019	5 Year Average
Felony Warrant	972	871	1,028	1,150	1,119	1,028
Misdemeanor Warrant	1,828	1,940	1,932	2,122	2,218	2,008
Protective Order	970	968	1,113	1,159	1,365	1,115
Total	3,770	3,779	4,073	4,431	4,702	4,151

(Source: Lynchburg Police Department Records Management System)

Table 104 below depicts the warrant officer's identified workload. The table shows that an average of 1,115 protective orders per year with the average service time of 1 hour would require 1,115 hour each year. The combined felony and misdemeanor warrants total 3,036 with the average service of 1 hour would require 3,036 hours to serve. Approximately 50% of the warrants received require approximately 2 hours of investigative time to attempt to locate the offender. This requires 1,518 hours per year of officer's work time. Including other work tasks this brings the warrant officer position's workload to 6,177 hours per year.

TABLE 104: WARRANT OFFICER'S WORKLOAD	
Task	Average Hours Per Year
Assisting at Information Desk	60
Clearing Warrants	52
Protective Orders	1115
Warrants	3036
Locating Suspects	1518
Extraditions	384
Picking Up Juveniles from Other Jurisdictions	12
Total	6177

(Source: Interview with Warrant Officer)

Table 105 below depicts the operation labor for the warrant officer position. Based on the average available work hours of 1,107.05 hours per year, a total of 6 officers are needed to meet the current workload for the warrant officer's position. This is an increase of 5 officers from the current unit allocation.

Table 105: WARRANT OFFICER'S OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	112.60 hrs
B	Holidays	87.40 hrs
C	Vacation	92.70 hrs
D	Comp-time	45.10 hrs
E	Sick Leave	62.70 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	6.80 hrs
H	XD Hours	72.80 hrs
I	Personal Leave	16.00 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	2.40 hrs
L	Total Avg. Hours Absent (add rows A through K)	498.50 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,581.50 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,107.05 hrs
Q	Workload Hours (from Table 104)	6,177.00 hrs
R	Officers Need to meet demand (row Q/ row P)	6
	Current Unit Allocation	1
	Proposed Change to Unit Allocation	5

Table 106 below depicts the average yearly workload for the Information Desk. This data is a combination of the sworn and non-sworn employee's workload. The average total workload for the Information Desk was calculated to be 8,590 hours per year.

TABLE 106: INFORMATION DESK WORKLOAD	
Tasks	Average Hours per Year
VCIN Teaching	24
Telephone Reporting	208
Liaison for Emergency Protective Orders	182
Firearms E-trace	52
Clearinghouse forms	52
Wanted Checks/Hit Confirmations	1092
VCIN Data Entry	2080
Warrant Entry/Clearance	364
Vehicle Tow/Impounds	416
Stolen Vehicles into NCIC/VCIN	416
Enter Missing Persons	416
Checking wanted statuses	728
Complaint Book management	442
Process non-emergency calls	520
Disseminate information to other agencies	260
Records Management	144
Records Keeping	26
Assist Officers	104
Perform analysis	24
Interview Victims/Witnesses	260
Process Court Paperwork	520
Protective Orders	260
Total	8590

(Source: Interviews with Information Desk Staff)

ANALYSIS 1

The first analysis of the operational labor for the Information Desk, the workload was split. Only enough of the workload to justify two civilian administrative assistants was used to calculate the number of civilian employees, and the remainder of the workload was placed under the sworn officer's workload.

Table 107 depicts the sworn desk officer's operational labor. The sworn officer's portion of the workload was calculated at 5,919.99 hours. With each sworn officer available to work unit tasks an average of 1,154.28 hours, 5 sworn officers are needed to meet this demand. This would be an increase of 1 officer to the current unit allocation.

Table 107: SWORN DESK OFFICER'S OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	82.73 hrs
B	Holidays	50.10 hrs
C	Vacation	115.08 hrs
D	Comp-time	8.27 hrs
E	Sick Leave	44.07 hrs
F	Military Leave	8.94 hrs
G	Temporary Duty	13.28 hrs
H	XD Hours	79.89 hrs
I	Personal Leave	14.77 hrs
J	Administrative Leave	0.33 hrs
K	Family Leave	13.57 hrs
L	Total Avg. Hours Absent (add rows A through K)	431.03 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,648.97 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,154.28 hrs
Q	Workload Hours (from Table 106)	5,919.99 hrs
R	Officers Need to meet demand (row Q/ row P)	5
	Current Unit Allocation	4
	Proposed Change to Unit Allocation	1

Table 108 below depicts operational labor for the civilian administrative assistant positions within the unit. For this first analysis the portion of the Information Desk workload that was attributed to the civilian administrative assistants was exactly the number of hours that each employee is available to work unit tasks each year 2,670.01 hours. That workload would require 2 administrative assistants to meet, requiring no change to the current unit allocation.

Table 108: ADMINISTRATIVE ASSISTANT'S OPERATIONAL LABOR (ANALYSIS 1)		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	18.67 hrs
B	Holidays	58.27 hrs
C	Vacation	72.55 hrs
D	Comp-time	18.03 hrs
E	Sick Leave	0.00 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	1.33 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	3.20 hrs
J	Administrative Leave	0.80 hrs
K	Family Leave	0.00 hrs
L	Total Avg. Hours Absent (add rows A through K)	172.85 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,907.15 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,335.01 hrs
Q	Workload Hours (from Table 106)	2,670.01 hrs
R	Officers Need to meet demand (row Q/ row P)	2
	Current Unit Allocation	2
	Proposed Change to Unit Allocation	0

ANALYSIS 2

The second analysis focused on determining the number of civilian administrative assistants it would take to handle the entire workload for the Information Desk (with the exception of the warrant officer position).

Table 109 below depicts operational labor for the administrative assistant positions for the Information Desk. The average yearly workload for the Information Desk was calculated to be 8,590 hours per year. With the average time of 1,335.01 hours available to commit to unit tasks, 6 civilian administrative assistants are needed to meet

this demand. This would require that 4 additional administrative assistant positions be added and 4 sworn officer positions be removed from the current unit allocation.

Table 109: ADMINISTRATIVE ASSISTANT'S OPERATIONAL LABOR (ANALYSIS 2)		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	18.67 hrs
B	Holidays	58.27 hrs
C	Vacation	72.55 hrs
D	Comp-time	18.03 hrs
E	Sick Leave	0.00 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	1.33 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	3.20 hrs
J	Administrative Leave	0.80 hrs
K	Family Leave	0.00 hrs
L	Total Avg. Hours Absent <i>(add rows A through K)</i>	172.85 hrs
M	Hours per Year <i>(52 weeks x 40 hrs. per Week)</i>	2,080.00 hrs
N	Hours less Absences <i>(row M – row L)</i>	1,907.15 hrs
O	Administrative Time	30%
P	Available Work Hours <i>(row N x .70)</i>	1,335.01 hrs
Q	Workload Hours <i>(from Table 106)</i>	8,590.00 hrs
R	Officers Need to meet demand <i>(row Q/ row P)</i>	6
	Current Unit Allocation	2
	Proposed Change to Unit Allocation	4

Report Review Operational Labor

Table 110 below depicts the average yearly non-supervisory workload for the sergeant's position. After an interview with the sergeant, the average non-supervisory yearly workload was calculated to be 1,434 hours per year.

TABLE 110: REPORT REVIEW WORKLOAD	
Tasks	Average Hours per Year
Shorting shift paperwork	260
Report Review	1040
Sending Copies to other agencies	104
Fill-in at Desk	6
Drug Drop Box	24
Total	1434

(Source: Interview with Sergeant from Report Review)

Table 111 below depicts operational labor for report review. The sergeant currently responsible for report review is at work an average of 1,477.40 hours per year. After subtracting 30% administrative time this leaves 1,034.18 hours to commit to unit tasks. Based on that workload, and not considering supervisory responsibilities, 1 sergeant is needed to meet that workload. The size of this workload would however leave little to no time to properly supervise the Information Desk.

Table 111: REPORT REVIEW OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	173.40 hrs
B	Holidays	65.60 hrs
C	Vacation	186.40 hrs
D	Comp-time	1.60 hrs
E	Sick Leave	39.60 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	34.40 hrs
H	XD Hours	84.80 hrs
I	Personal Leave	16.00 hrs
J	Administrative Leave	0.80 hrs
K	Family Leave	0.00 hrs
L	Total Avg. Hours Absent (add rows A through K)	602.60 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,477.40 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,034.18 hrs
Q	Workload Hours (from Table 89)	1,434.00 hrs
R	Officers Need to meet demand (row Q/ row P)	1
	Current Unit Allocation	1
	Proposed Change to Unit Allocation	0

Span of Control

The span of control ratio for the Information Desk is 1:7 (sergeant to subordinate). The Intelligence Unit was unable to obtain comparative statistics for a similar sergeant's position. This ratio is consistent with other police department's uniform patrol and investigations ratio. The span of control for this unit is hampered by the additional report review responsibilities. To adequately supervise this unit, the report review responsibilities could be split with or diverted to other members of the unit, freeing the sergeant to provide adequate supervision to the unit. If the Information Desk was increased by the number of staff suggested this would change the span of control to 1:12 or 1:13. These changes would require an additional sergeant's position to manage the unit.

Part 4: Administrative Support Division Conclusions

The Administrative Support Division is separated into: Animal Control, the Records Unit and the Information Desk.

The average yearly workload for the Animal Control Unit was calculated to be 5,915 hours per year. To meet that workload, 4 full-time and 1 part-time animal control officers are needed. This would be 1 additional full time animal control officers above the current unit allocation.

The average yearly workload for the Records Unit was calculated to be 4,340 hours. With that workload, 4 full-time records clerks are needed to meet the current demand. This would require not change to the current unit allocation.

The Information Desk was separated into: the warrant officer's position and the sworn and non-sworn employees working the information desk. The average yearly workload for the warrant officer's position was calculated at 6,177 hours per year. With an average time available to commit to unit tasks being 1,107.05 hours per year, 6 officers are needed to meet the current demand. This would require that 5 officers be added to the current unit allocation.

The average yearly workload for sworn and civilian personnel working the information desk was calculated to be 8,590 hours per year. The Intelligence Unit analyzed the group two separate ways. In the first analysis, the only portion of the workload attributed to the civilian administrative assistants was the amount of available time each assistant had to work on unit tasks. All the remaining workload hours were given to sworn personnel. The result of this analysis was that 2 civilian administrative assistants and 5 sworn officers were needed to meet the current workload. This would require that 1 additional sworn officer positions be added to the current unit allocation.

In the second analysis the Intelligence Unit removed the sworn personnel and attributed the entire workload to civilian administrative assistants. With an average workload of 8,950 hours, 6 administrative assistants are needed to meet that demand. This would require 4 additional administrative assistant positions be added and the 4 sworn officer positions be removed from the current unit allocation.

The average yearly workload for report review overly burdens the sergeant of the information desk not allowing enough free time to adequately supervise this unit. This workload could be split between other members of that unit or changed to another employee all together. This would allow the sergeant the freedom to adequately supervise that unit.

Below depicts the current allocation, the proposed allocation and the changes. Positions represented in red indicate a change.

Administrative Support Division			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
<u>Animal Control</u>	<u>Animal Control</u>	<u>Animal Control</u>	<u>Animal Control</u>
1 AC Supervisor	1 AC Supervisor	1 AC Supervisor	None
3 AC Officers	4 AC Officers	4 AC Officers	+1 AC Officer
1 AC Officer (Part-Time)	1 AC Officer (Part-Time)	1 AC Officer (Part-Time)	None
<u>Records Unit</u>	<u>Records Unit</u>	<u>Records Unit</u>	<u>Records Unit</u>
1 Records Supervisor	1 Records Supervisor	1 Records Supervisor	None
4 Records Clerks	4 Records Clerks	4 Records Clerks	None
<u>Information Desk</u>	<u>Information Desk (Ver. 1)</u>	<u>Information Desk (Ver. 1)</u>	<u>Information Desk (Ver. 1)</u>
1 Sergeant	2 Sergeant		
1 Warrant Officer	6 Warrant Officers		
4 Desk Officers	5 Desk Officers		
2 Admin Asst.	2 Admin Asst.		
	<u>Information Desk (Ver. 2)</u>	<u>Information Desk (Ver. 2)</u>	<u>Information Desk (Ver. 2)</u>
1 Sergeant	2 Sergeant	1 Sergeant	None
1 Warrant Officer	6 Warrant Officers	3 Warrant Officers	+2 Warrant Officers
4 Desk Officers	0 Desk Officers	0 Desk Officers	-4 Desk Officers
2 Admin Asst.	6 Admin Asst.	6 Admin Asst.	+4 Admin Asst.

Section IV: Administration Bureau Conclusions

The analysis of the Administrations Bureau revealed three major areas where the workload was greater than the current staffing level can support. Internal Affairs, Personnel & Recruiting and the Information Desk all required additional manpower to support the average annual workload.

The Information Desk posed an issued in that several sworn officer are assigned to duties that do not require sworn personnel. Staffing the Information Desk with sworn personnel takes additional officers from patrol and is financially imprudent. Sworn officers are available to work at least 200 hours less per year than civilian employees due to the additional training and other duties of sworn personnel. Staffing the Information desk with non-sworn administrative assistants would reduce the number of employees at the desk by 1. Administrative assistant positions are also much less costly than sworn personnel.

Below depicts the current allocation, the proposed allocation and changes for the Administrative Bureau. Positions in **red** indicate change.

<u>ADMINISTRATIONS BUREAU</u>			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Captain	1 Captain	1 Captain	None
Professional Standards Division			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
<u>Internal Affairs</u>	<u>Internal Affairs</u>	<u>Internal Affairs</u>	<u>Internal Affairs</u>
2 Sergeants	3 Sergeants	3 Sergeants	+1 Sergeant
<u>Fleet</u>	<u>Fleet</u>	<u>Fleet</u>	<u>Fleet</u>
1 Fleet Coord. (Part-Time)	1 Fleet Coord. (Part-Time)	1 Fleet Coord. (Part-Time)	None
Staff Support Division			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
<u>Personnel & Recruiting</u>	<u>Personnel & Recruiting</u>	<u>Personnel & Recruiting</u>	<u>Personnel & Recruiting</u>
1 Sergeant	1 Sergeant	1 Sergeant	None
1 Recruiter	2 Recruiter	2 Recruiter	+1 Recruiter
1 Admin Asst.	1 Admin Asst.	1 Admin Asst.	None
<u>Training</u>	<u>Training</u>	<u>Training</u>	<u>Training</u>
1 Sergeant	1 Sergeant	1 Sergeant	None
1 Training Coord. (Part-Time)	1 Training Coord. (Part-Time)	1 Training Coord. (Part-Time)	None

Administrative Support Division			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
<u>Animal Control</u>	<u>Animal Control</u>	<u>Animal Control</u>	<u>Animal Control</u>
1 AC Supervisor	1 AC Supervisor	1 AC Supervisor	None
3 AC Officers	4 AC Officers	4 AC Officers	+1 AC Officer
1 AC Officer (Part-Time)	1 AC Officer (Part-Time)	1 AC Officer (Part-Time)	None
<u>Records Unit</u>	<u>Records Unit</u>	<u>Records Unit</u>	<u>Records Unit</u>
1 Records Supervisor	1 Records Supervisor	1 Records Supervisor	None
4 Records Clerks	4 Records Clerks	4 Records Clerks	None
<u>Information Desk</u>	<u>Information Desk</u>	<u>Information Desk</u>	<u>Information Desk</u>
1 Sergeant	2 Sergeant	1 Sergeant	None
1 Warrant Officer	6 Warrant Officers	3 Warrant Officers	+2 Warrant Officers
4 Desk Officers	0 Desk Officers	0 Desk Officers	-4 Desk Officers
2 Admin Asst.	6 Admin Asst.	6 Admin Asst.	+4 Admin Asst.

Chapter VI: Finance and Computer Operations

Two other units within the police department fall under the Investigations Bureau/Administration Bureau Deputy Chief. Those units are Finance and Computer Operations. Both of these units are staffed with civilian employees.

Section I: Finance

Finance is led by the Finance Administrative Manager who reports directly to the Investigations Bureau/Administrations Bureau Deputy Chief. Finance is divided into three parts: Equipment & Supply, Finance and the off-duty coordinator. Equipment & Supply is responsible for managing, issuing and storing departmental equipment, and supplies. Finance is responsible for managing all financial related activities for the department. This include: the department and individual unit budgets, grants, accounts payable, payroll, employee benefits, OSHA and FMLA. The off-duty coordinator is responsible for coordinating and scheduling all departmentally approved part-time employment and career progression.

Authorized Staffing

The authorized staffing level for Finance is:

<u>Finance</u>	<u>Equipment & Supply</u>	<u>Off-duty Coordinator</u>
1 Finance Administrative Manager	1 Coordinator	1 Coordinator
1 Finance Officer		

Workload Analysis Methodology

The workload for finance was determined through interviews with the finance unit employees. During the interviews the major tasks for the unit were identified as well as the average amount of time each task takes to complete. These times were averaged to determine the average yearly workload. The analysis was split into three parts:

- Part 1: Finance
- Part 2: Equipment & Supply
- Part 3: Off-duty Coordinator

The finance administrative manager is not only responsible for supervision of the unit but also a large portion of the finance responsibilities. This positions workload was included in the Finance (Part 1) analysis.

Part 1: Finance

Schedule

Finance staff works five, 8 hours days or 40 hours per week. These positions are not considered “on-call” and are not subject to call back.

Administrative Labor

Administrative time for finance employees was calculated at 30%. This is the standard from IACP that was utilized for each unit other than the patrol function, in this report. Administrative labor consists of:

- Report writing
- Meetings & briefings
- Preparation for shift
- Meal or personal care breaks
- On duty training
- Equipment maintenance
- Employee related paperwork and issues
- Email or phone calls
- Other administrative duties

Operational Labor

Table 112 below depicts the workload for finance. The average yearly workload for Finance was calculated at 4,111 hours.

TABLE 112: FINANCE WORKLOAD	
Tasks	Average Hours per Year
Payroll	1768
Accounts Payable	520
Audits	120
Budget	624
Teaching	36
MasterCard	520
Assisting Officers/City Hall	156
Extradition Paperwork	100
Asset Forfeiture	25
Fixed Assets	24
Pen Registers	10
Grants	104
OSHA/FMLA	104
Total	4111

(Source: Interviews and correspondence with Finance Staff)

Table 113 below depicts operational labor for Finance. Each employee in Finance is at work an average of 1,767.26 hours per year, after absences. After subtracting 30% for administrative time, each employee is left with an average of 1,237.08 hours per year to commit to unit tasks. The analysis shows that three finance employees are needed to meet the average yearly workload (4,111 hours per year). This would require an increase of one employee to the current unit allocation.

Table 113: FINANCE OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	23.98 hrs
B	Holidays	73.87 hrs
C	Vacation	127.26 hrs
D	Comp-time	7.50 hrs
E	Sick Leave	55.47 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	7.20 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	13.33 hrs
J	Administrative Leave	0.80 hrs
K	Family Leave	3.33 hrs
L	Total Avg. Hours Absent (add rows A through K)	312.74 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,767.26 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,237.08 hrs
Q	Workload Hours (from Table 112)	4,111.00 hrs
R	Officers Need to meet demand (row Q/ row P)	3
	Current Unit Allocation	2
	Proposed Change to Unit Allocation	1

Part 2: Equipment & Supply

Schedule

The Equipment & Supply Coordinator works five 8 hours shifts for a total of 40 hours per week. This position is not considered “on-call” and is not subject to call-back.

Administrative Labor

Administrative time for Equipment & Supply was calculated at 30%. This is the standard from IACP that was utilized for each unit other than the patrol function in this report. Administrative labor consists of:

- Report writing
- Meetings & briefings
- Preparation for shift
- Meal or personal care breaks
- On duty training
- Equipment maintenance
- Employee related paperwork and issues
- Email or phone calls
- Other administrative duties

Operational Labor

Table 114 below depicts the workload for Equipment & Supply. The average yearly workload was calculated at 2384 hours.

TABLE 114: EQUIPMENT & SUPPLY WORKLOAD	
Tasks	Average Hours per Year
Equipment	780
Tuning Forks	13
Ordering	720
Ribbons	520
Ballistic Vests	40
Restocking	104
Patch Removal	10
MasterCard	156
Petty Cash	4
UPS Returns	12
Equipment Management	5
Quotes	8
Mail	12
Total	2384

(Source: Interview with Equipment & Supply Staff)

Table 115 depicts operational labor for Equipment & Supply. The Equipment & Supply Coordinator works an average of 1,738.20 hours per year. After subtracting 30% administrative time 1, 216.74 hours per year are left to commit to unit tasks. Based on the average yearly workload (2,384 hours per year), 2 Equipment & Supply Coordinators are needed to meet the current demand. This would require 1 additional coordinator position be added to the current unit allocation.

Table 115: EQUIPMENT & SUPPLY OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	22.40 hrs
B	Holidays	80.00 hrs
C	Vacation	198.10 hrs
D	Comp-time	0.00 hrs
E	Sick Leave	13.30 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	1.60 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	16.00 hrs
J	Administrative Leave	0.80 hrs
K	Family Leave	9.60 hrs
L	Total Avg. Hours Absent <i>(add rows A through K)</i>	341.80 hrs
M	Hours per Year <i>(52 weeks x 40 hrs. per Week)</i>	2,080.00 hrs
N	Hours less Absences <i>(row M – row L)</i>	1,738.20 hrs
O	Administrative Time	30%
P	Available Work Hours <i>(row N x .70)</i>	1,216.74 hrs
Q	Workload Hours <i>(from Table 114)</i>	2,384.00 hrs
R	Officers Need to meet demand <i>(row Q/ row P)</i>	2
	Current Unit Allocation	1
	Proposed Change to Unit Allocation	1

Part 3: Off-duty Coordinator

Schedule

The off-duty coordinator works 8 hour a day four days a week for a total of 32 hours per week. This position is not considered “on-call” and is not subject to call back.

Administrative Labor

Administrative time for the off-duty coordinator was calculated at 30%. This is the standard from IACP that was utilized for each unit other than the patrol function in this report. Administrative labor consists of:

- Report writing
- Meetings & briefings
- Preparation for shift
- Meal or personal care breaks
- On duty training
- Equipment maintenance
- Employee related paperwork and issues
- Email or phone calls
- Other administrative duties

Operational Labor

Table 116 below depicts the workload for the off-duty coordinator. The average yearly workload was calculated to be 1,346 hours.

TABLE 116: OFF-DUTY COORDINATOR'S WORKLOAD	
Tasks	Average Hours per Year
Off Duty Coordination	1040
Career Progression	14
Instructing	80
Armorer Maintenance	32
End of Month Billing	180
Total	1346

(Source: Interview with Off-duty Coordinator)

Table 117 below depicts operational labor for the off-duty coordinator. The coordinator works an average of 1,619.60 hours per year, after absences. After subtracting 30% administrative time the coordinator position has an average of 1,133.72 hours per year to devote to unit tasks. One coordinator is needed to meet that workload. No change is needed to the unit allocation.

Table 117: OFF DUTY COORDINATOR'S OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	14.40 hrs
B	Holidays	0.00 hrs
C	Vacation	30.00 hrs
D	Comp-time	0.00 hrs
E	Sick Leave	0.00 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	0.00 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	0.00 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	0.00 hrs
L	Total Avg. Hours Absent (add rows A through K)	44.40 hrs
M	Hours per Year (52 weeks x 32 hrs. per Week)	1,664.00 hrs
N	Hours less Absences (row M – row L)	1,619.60 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,133.72 hrs
Q	Workload Hours (from Table 116)	1,346.00 hrs
R	Officers Need to meet demand (row Q/ row P)	1
	Current Unit Allocation	1
	Proposed Change to Unit Allocation	0

Span of Control

The span of control ratio for Finance is 1:3 (supervisor to subordinate). This span of control is narrow enough to allow the supervisor to properly manage the unit. This ratio is consistent with other departments reviewed. If the proposed changes were made to Finance, this would change the span of control ratio to 1:5, which is still narrow enough to allow the manager to maintain proper supervision of her subordinates.

Section II: Computer Operations

Computer Operations is led by the information technology manager who reports directly to the Investigations Bureau/Administrations Bureau Deputy Chief. The unit is split into three groups: networking, programming and PC Support. This unit is responsible for the following:

- Managing all department networks and servers
- Maintaining, controlling access and managing all departmental databases, computer programs and electronic storage.
- Managing and issuing departmental radios and cellular telephones.
- Maintaining all departmental computers and computer systems.

Authorized Staffing

The authorized staffing level for Computer Operations is:

1 Information Technology Manager		
<u>Networking</u>	<u>Programming</u>	<u>PC Support</u>
2 Network Administrators	2 System Analysts	1 PC Support Tech

Workload Analysis Methodology

The workload for Computer Operations was determined through interviews with staff members of the unit. During the interviews the major tasks for the unit were identified as well as the average amount of time each task takes to complete. These times were averaged to determine the average yearly workload. The analysis was split into three parts:

- Part 1: Networking
- Part 2: Programming
- Part 3: PC Support

The Information Technology Manager is responsible for supervision of the unit as well as a large portion of the networking responsibilities. This position was included in the Networking portion (Part 1) of this analysis.

Part 1: Networking

Networking is responsible for maintaining departmental networks and servers.

Schedule

The staff assigned to networking work five 8 hour days for a total of 40 hours per week. These positions are not considered “on-call” but are subject to call back for networking or support needs.

Administrative Labor

Administrative time for Networking was calculated at 30%. This is the standard from IACP that was utilized for each unit other than the patrol function in this report. Administrative labor consists of:

- Report writing
- Meetings & briefings
- Preparation for shift
- Meal or personal care breaks
- On duty training

- Equipment maintenance
- Employee related paperwork and issues
- Email or phone calls
- Other administrative duties

Operational Labor

Table 118 below depicts the workload for the networking section of Computer Operations. This includes the non-supervisory workload of the Information Technology Manager. The average yearly workload for networking was calculated to be 6514 hours.

TABLE 118: NETWORKING WORKLOAD	
Tasks	Average Hours per Year
Technology Administration	460
Requests for Information	104
Technology Architecture, Policies and Standards	62
Determine Equipment Configuration	208
Coordinate Technology Procurement	312
Network/Communication Issues	42
Maintenance of equipment	208
Network maintenance	62
Network Management	208
Assessing Needs	312
Miscellaneous Requests	416
Radios	1040
Cellular Phone Upgrades	200
Phone Troubleshooting	208
Axon	1040
Server Management/Maintenance	72
Helpdesk	1560
Total	6514

(Source: Interviews with Computer Operations Staff)

Table 119 below depicts operational labor for the networking section of Computer Operations. Each employee is at work an average of 1,810.62 hours per year. After subtracting 30% administrative labor, each employee is available 1,267.43 hours to commit to unit workload. This requires 4 network administrators and 1 IT Manager to meet the current workload of 6,514 hours per year. This would require 4 additional network administrators be added to the current unit allocation.

Table 119: NETWORKING OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	50.08 hrs
B	Holidays	57.71 hrs
C	Vacation	123.71 hrs
D	Comp-time	0.00 hrs
E	Sick Leave	21.28 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	3.84 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	7.86 hrs
J	Administrative Leave	4.11 hrs
K	Family Leave	0.80 hrs
L	Total Avg. Hours Absent (add rows A through K)	269.38 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,810.62 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,267.43 hrs
Q	Workload Hours (from Table 118)	6,514.00 hrs
R	Employees Need to meet demand (row Q/ row P)	4 Network Administrators & 1 IT Manager
	Current Unit Allocation	2 Network Administrators
	Proposed Change to Unit Allocation	+2 Network Administrators

Part 2: Programming

The programming section is responsible for management all major computer programs within the department as well as any computer coding needs.

Schedule

The staff assigned to programming work five 8 hour days for a total of 40 hours per week. These positions are not considered “on-call” but are subject to call back for programming or support issues.

Administrative Labor

Administrative time for Programming was calculated at 30%. This is the standard from IACP that was utilized for each unit other than the patrol function, in this report. Administrative labor consists of:

- Report writing
- Meetings & briefings
- Preparation for shift
- Meal or personal care breaks
- On duty training
- Equipment maintenance
- Employee related paperwork and issues
- Email or phone calls
- Other administrative duties

Operational Labor

Table 120 below depicts the workload for the programming section of Computer Operations. The average yearly workload was calculated to be 3,762 hours.

TABLE 120: PROGRAMMING WORKLOAD	
Tasks	Average Hours per Year
Coding	1040
Error Resolution	520
Meetings	76
IBR Submissions	384
Personnel Moves	32
Desk Phone Management	96
Personnel Entry	8
Training CAD	96
Active Directory	12
Automatic Vehicle Location (AVL)	26
Data Requests	260
Programming	416
RMS Name Correction	260
New Hires	16
RMS Management	520
Total	3762

(Source: Interviews with Computer Operations Staff)

Table 121 represents operational labor for the programming section of Computer Operations. Each employee in programming is at work an average of 1,810.62 hours per year, less absences. After subtracting 30% administrative time, 1,267.43 hours are left each year to commit to unit tasks. This would require 3 programmers to meet the average yearly workload of 3,762 hours. 3 programmers would require 1 additional programmer be added to the current unit allocation.

Table 121: PROGRAMMING OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	50.08 hrs
B	Holidays	57.71 hrs
C	Vacation	123.71 hrs
D	Comp-time	0.00 hrs
E	Sick Leave	21.28 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	3.84 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	7.86 hrs
J	Administrative Leave	4.11 hrs
K	Family Leave	0.80 hrs
L	Total Avg. Hours Absent (add rows A through K)	269.38 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,810.62 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,267.43 hrs
Q	Workload Hours (from Table 120)	3,762.00 hrs
R	Officers Need to meet demand (row Q/ row P)	3
	Current Unit Allocation	2
	Proposed Change to Unit Allocation	1

Part 3: PC Support

PC Support is responsible for maintain departmental computer systems including all desktop and laptop computers.

Schedule

The PC support technician is a part-time employee that works four 8 hour shifts for a total of 32 hours per week. This position is not considered “on-call” and is not subject to callback.

Administrative Labor

Administrative time for PC Support was calculated at 30%. This is the standard from IACP that was utilized for each unit other than the patrol function, in this report. Administrative labor consists of:

- Report writing
- Meetings & briefings
- Preparation for shift
- Meal or personal care breaks
- On duty training
- Equipment maintenance
- Employee related paperwork and issues
- Email or phone calls
- Other administrative duties

Operational Labor

Table 122 below depicts the workload for PC Support. The average yearly workload was calculated to be 1,368 hours.

TABLE 122: PC SUPPORT WORKLOAD	
Tasks	Average Hours per Year
PC Support	208
Installing Desktops	240
Imaging on Laptops	300
Coordinating Repairs	150
Updating PD Phones	50
Offsite Backup	416
Business Cards	4
Total	1368

(Source: Interviews with Computer Operations Staff)

Table 123 below depicts operational labor for PC Support. The PC Support Technician is at work an average of 1,398.50 hours each year, after absences. After subtracting 30% administrative time, 975.45 hours per year are left to commit to unit tasks. This would require 1 PC Support Technician to meet the current workload.

Table 123: PC SUPPORT'S OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	128.60 hrs
B	Holidays	0.00 hrs
C	Vacation	141.90 hrs
D	Comp-time	0.00 hrs
E	Sick Leave	0.00 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	0.00 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	0.00 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	0.00 hrs
L	Total Avg. Hours Absent (add rows A through K)	270.50 hrs
M	Hours per Year (52 weeks x 32 hrs. per Week)	1,664.00 hrs
N	Hours less Absences (row M – row L)	1,393.50 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	975.45 hrs
Q	Workload Hours (from Table 122)	1,368.00 hrs
R	Officers Need to meet demand (row Q/ row P)	1
	Current Unit Allocation	1
	Proposed Change to Unit Allocation	0

Span of Controls

The span of control ratio for Computer Operations is 1:5. This ratio is consistent with similar unit within other agencies. If the additional employees are added this would change the span of control ratio to 1:8, which is still narrow enough to for the manager to maintain proper supervision over the unit.

Section III: Finance and Computer Operations Conclusions

The previous analysis shows that both Finance and Computer Operations have a workload that exceeds the current staffing of these units. To meet the average yearly workload for Finance would require 1 additional finance position and one additional Equipment & Supply coordinator be added to the current unit allocation.

To meet the average annual workload Computer Operations would require 1 additional system analysts and 2 additional network administrators be added to the current unit allocation.

Below is the current allocation, the proposed allocation and the changes for Finance and Computer Operations. Positions in **red** indicate a change.

<u>Finance/Computer Operations</u>			
Finance			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Admin Manager	1 Admin Manager	1 Admin Manager	None
1 Finance Position	2 Finance Positions	2 Finance Positions	+1 Finance Position
1 E&S Coord.	2 E&S Coord.	2 E&S Coord.	+1 E&S Coord.
1 Off-Duty Coord.	1 Off-Duty Coord.	1 Off-Duty Coord.	None
<u>Computer Operations</u>			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 IT Manager	1 IT Manager	1 IT Manager	None
<u>Networking</u>	<u>Networking</u>	<u>Networking</u>	<u>Networking</u>
2 Network Admin.	4 Network Admin.	4 Network Admin.	+2 Network Admin
<u>Programming</u>	<u>Programming</u>	<u>Programming</u>	<u>Programming</u>
2 System Analyst	3 System Analyst	3 System Analyst	+1 System Analyst
<u>PC Support</u>	<u>PC Support</u>	<u>PC Support</u>	<u>PC Support</u>
1 PC Tech (Part-Time)	1 PC Tech (Part-Time)	1 PC Tech (Part-Time)	None

Chapter VII: Office of the Chief of Police

The office of the chief of police includes two positions other than the Chief: one community relations coordinator and one administrative assistant. Both of these positions report directly to the police chief.

Section I: Community Relations Coordinator

Authorized Staffing

Authorized staffing for the community relations coordinator is 1 civilian coordinator.

Workload Analysis Methodology

Workload for the community relations coordinator was determined through an interview with the coordinator. This interview allowed the Intelligence Unit to establish the base unit tasks as well as the number of hours devoted to each task per year. These were averaged to determine the average yearly workload for this position.

Schedule

The community relations coordinator works five 8 hour days for a total of 40 hours per week. This position is not considered “on-call” but is subject to call back as needed for media relations.

Administrative Labor

Administrative time for the community relations coordinator was calculated at 30%. This is the standard from IACP that was utilized for each unit other than the patrol function, in this report. Administrative labor consists of:

- Report writing
- Meetings & briefings
- Preparation for shift
- Meal or personal care breaks
- On duty training
- Equipment maintenance
- Employee related paperwork and issues
- Email or phone calls
- Other administrative duties

Operational Labor

Table 124 below depicts the workload for the community relations coordinator. The average yearly workload was calculated at 2,392 hours.

TABLE 124: COMMUNITY RELATIONS COORDINATOR'S WORKLOAD	
Tasks	Average Hours per Year
Photography/Editing	104
Social Media	260
Drafting Command Staff Emails	520
Responding to media	260
Press Releases	312
Media Interviews	156
Rebranding Department	312
Department Website	52
Event Planning	52
Strategic Advisor	104
Community Relations	104
Staffing Spreadsheet	52
Other Projects	104
Total	2392

(Source: Interviews with Community Relations Coordinator)

Table 125 below depicts operational labor for the community relations coordinator. The coordinator works an average of 1,790.47 hours per year, after absences. After subtracting 30% administrative time, this position has 1,253.33 hours each year to commit to unit tasks. To meet the average yearly workload two community relations coordinators are needed. This would require that 1 additional coordinator position be added to the current position allocation.

Table 125: COMMUNITY RELATIONS COORDINATOR'S OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	23.16 hrs
B	Holidays	68.03 hrs
C	Vacation	126.26 hrs
D	Comp-time	7.04 hrs
E	Sick Leave	32.28 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	3.71 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	10.61 hrs
J	Administrative Leave	2.41 hrs
K	Family Leave	16.04 hrs
L	Total Avg. Hours Absent (add rows A through K)	289.53 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,790.47 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,253.33 hrs
Q	Workload Hours (from Table 124)	2,392.00 hrs
R	Officers Need to meet demand (row Q/ row P)	2
	Current Unit Allocation	1
	Proposed Change to Unit Allocation	1

Span of Control

Because this position reports directly to the police chief, the span of control was not analyzed.

Section II: Administrative Assistant

Authorized Staffing

Authorized staffing for this position is 1 administrative assistant.

Workload Analysis Methodology

Workload for the administrative assistant was determined through an interview with the assistant. This interview allowed the Intelligence Unit to establish the base unit tasks as well as the number of hours devoted to each task per year. These were averaged to determine the average yearly workload for this position.

Schedule

The administrative assistant works five 8 hour days for a total of 40 hours per week. This position is not considered “on-call” and is not subject to call back.

Administrative Labor

Administrative time for the administrative assistant was calculated at 30%. This is the standard from IACP that was utilized for each unit other than the patrol function, in this report. Administrative labor consists of:

- Report writing
- Meetings & briefings
- Preparation for shift
- Meal or personal care breaks
- On duty training
- Equipment maintenance
- Employee related paperwork and issues
- Email or phone calls
- Other administrative duties

Operational Labor

Table 126 below depicts the workload for the administrative assistant’s position in the office of the chief of police. The average annual workload was calculated at 2,145 hours.

TABLE 126: ADMINISTRATIVE ASSISTANT'S WORKLOAD	
Tasks	Average Hours per Year
Scheduling Appointments	780
Preparing Certificates	12
Birthday Cards	48
Coordinate retirees/resignations	30
Filing	104
Auditing Files	40
Sorting & Distributing Mail	520
Proofing Paperwork	96
Coordinating Meetings	156
Ceremonies	12
Maintaining MOUs and Files	11
Annual DMV Check	8
Employee Evaluations	20
Meeting Minutes	24
CPAG Meeting	24
Chief/City Council Scheduling	260
Total	2145

(Source: Interview with the Administrative Assistant)

Table 127 below depicts operational labor for the administrative assistant within the office of the chief of police. The administrative assistant works an average of 1,805.30 hours per year after absences. After subtracting 30% administrative time, the assistant had an average of 1,263.71 hours per year to devote to the positions workload. This workload requires 2 administrative assistants to meet the current demand. This would require 1 additional administrative assistant be added to the current allocation.

Table 127: ADMINISTRATIVE ASSISTANT'S OPERATIONAL LABOR		
	TYPE OF ABSENCE	Avg. Per Officer Per year
A	Training	3.20 hrs
B	Holidays	80.00 hrs
C	Vacation	162.55 hrs
D	Comp-time	4.45 hrs
E	Sick Leave	8.50 hrs
F	Military Leave	0.00 hrs
G	Temporary Duty	0.00 hrs
H	XD Hours	0.00 hrs
I	Personal Leave	16.00 hrs
J	Administrative Leave	0.00 hrs
K	Family Leave	0.00 hrs
L	Total Avg. Hours Absent (add rows A through K)	274.70 hrs
M	Hours per Year (52 weeks x 40 hrs. per Week)	2,080.00 hrs
N	Hours less Absences (row M – row L)	1,805.30 hrs
O	Administrative Time	30%
P	Available Work Hours (row N x .70)	1,263.71 hrs
Q	Workload Hours (from Table 126)	2,145.00 hrs
R	Officers Need to meet demand (row Q/ row P)	2
	Current Unit Allocation	1
	Proposed Change to Unit Allocation	1

Span of Control

Because this position reports directly to the police chief, span of control was not analyzed.

Section III: Officer of the Chief of Police Conclusions

The analysis of the administrative staff assigned to the Office of the Chief of Police revealed that the workload is substantially higher than the current staff can handle. The Community Relations Coordinator workload was calculated to be 2,392 hours per year. This would require 2 coordinators to meet this demand. This would require 1 additional coordinator be added to the current position allocation.

The Administrative Assistant's workload was calculated to be 2,145 hours per year. This would require 2 administrative assistants to meet this demand. This would require 1 Administrative Assistant be added to the current position allocation.

Below depicts the current authorized staffing level, the proposed staffing allocation and the changes. Positions in red indicate proposed changes.

<u>Office of the Chief of Police</u>			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Police Chief	1 Police Chief	1 Police Chief	None
1 Community Rel. Coord.	2 Community Rel. Coord.	2 Community Rel. Coord.	+1 Community Rel. Coord.
1 Admin Asst.	2 Admin Asst.	1 Admin Asst.	None

Chapter VIII: Summary

This workload assessment revealed that the Lynchburg Police Department has been affected by a series of societal changes that have made it difficult to recruit, hire and maintain qualified applicants. With so many current police officers either leaving the profession or becoming eligible for retirement, Lynchburg has struggled to meet their authorized staffing levels. Hiring and retention issues have only exacerbated the issue of workload within the department.

Changes in laws and policies have required officers to spend more time on calls for service than has previously been required. In some cases, such as Emergency Care Orders the increased time on calls is measured in hours not minutes. While citizen initiated calls for service have remained steady over the past 5 years, the amount of time required to complete those calls has increased dramatically. With no measurable change in staffing levels over the past several years, this has led to officers being overburdened and incapable of effectively patrolling their assigned areas.

The administration within the police department have re-adjusted, re-aligned, temporarily assigned and shuffled manpower continuously as crime rates fluctuate in an attempt to provide much needed relief to patrol. The affect has left the department's resource strained and officer morale low. During the surveys conducted for this study over 30% of department employees indicated that they were currently considering leaving the department and over 40% indicated that they don't see themselves employed with the City of Lynchburg in the next 5 years.

The disparity in the distribution of workload within the police department is beyond the realm where simply adjusting manpower will correct the issue. The Lynchburg Police Department is grossly understaffed and only additional manpower will correct the issue. Adjustments can be made in the areas of phone and online reporting, prioritization of specialized positions and moving sworn personnel away from positions that can be handled by non-sworn personnel. All of those situations only provide small relief and nowhere near the number of officers that are needed to balance the workload or even make it manageable.

As the department's workload continues to rise, officers will continue to have less and less time for proactive patrol. The lack of police presence in neighborhoods could have a dramatic effect on the city's crime rate. The Intelligence Unit has made every attempt to be as accurate as possible when compiling the data for this report and in several cases, re-interviewed staff members over and over to try to eliminate as much over-estimation of workload as possible. We have attempted to make the data as understandable as possible. But the additional number of officers and civilian staff needed to meet the department's workload is daunting.

We will continue to focus on recruiting diverse, qualified candidates for our department as we move forward. With a department of our size, there is routine turnover that prevents full staffing on a regular basis. We will always have a small percentage of our positions temporarily vacant due to normal attrition. Having additional allocated positions will allow us to increase the size of the class we send to the Central Virginia Criminal Justice Academy to fill these vacant positions and in turn, increase our overall sworn staffing levels.

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Appendix A

Appendix A represents total time spent on citizen initiated calls for service by year for the patrol function.

	TIME SPENT ON CITIZEN INITIATED CALLS FOR SERVICE BY YEAR					
	2015 (hh:mm:ss)	2016 (hh:mm:ss)	2017 (hh:mm:ss)	2018 (hh:mm:ss)	2019 (hh:mm:ss)	5 Year Average (hh:mm:ss)
Abandoned Vehicle	74:06:31	71:35:23	93:27:55	123:40:43	86:55:28	89:57:12
Abduction	39:39:42	81:58:00	48:12:34	143:25:24	98:32:52	82:21:42
Advice	85:41:47	79:56:35	111:58:06	232:49:37	381:30:53	178:23:24
AEP Notifications	0:00:00	0:00:00	0:00:00	0:00:00	0:55:40	0:11:08
Airplane Crash (In City)	0:00:00	0:00:00	0:00:00	0:46:20	0:00:00	0:09:16
Alarm Calls	610:29:42	570:57:09	692:29:34	824:10:15	819:05:04	703:26:21
Animal Related	553:12:22	703:53:46	562:45:22	460:57:55	402:14:03	536:36:42
Arson	53:24:17	25:41:51	37:39:23	28:25:18	41:10:38	37:16:17
Assault	1609:40:35	1638:30:27	1874:24:24	2896:18:49	1357:16:47	1875:14:12
Attempted Suicide	66:34:53	24:50:12	90:45:24	3:20:33	60:11:04	49:08:25
Auto Theft	223:02:05	244:45:16	595:20:13	807:33:09	1390:56:11	652:19:23
Bomb Threat	108:17:17	0:15:18	114:47:57	10:12:25	29:52:02	52:41:00
Building Check	143:32:38	129:40:00	155:48:42	152:42:44	178:33:08	152:03:26
Burglary	1188:26:23	1633:03:25	2270:26:53	1476:39:29	1907:53:39	1695:17:58
Call Hang Up	87:33:28	106:02:54	127:43:40	135:22:02	80:00:59	107:20:37
Child Abuse/Neglect	205:57:13	487:18:56	349:27:28	308:37:41	447:44:22	359:49:08
Community Engagement	0:00:00	0:00:00	37:16:08	24:09:38	8:58:51	14:04:55
Community Policing	40:02:15	49:46:21	0:00:00	0:00:00	0:00:00	17:57:43
Curse and Abuse	4:30:48	8:29:39	3:36:41	7:35:47	1:48:22	5:12:15
Death Investigation	703:38:22	1108:17:23	1000:25:07	1275:38:28	1820:07:44	1181:37:25
Directed Patrol	359:39:01	3:22:13	3:58:28	5:25:51	5:41:09	75:37:20
Disabled Vehicle	99:38:22	97:11:17	84:20:14	145:36:07	76:55:59	100:44:24

	TIME SPENT ON CITIZEN INITIATED CALLS FOR SERVICE BY YEAR					
	2015 (hh:mm:ss)	2016 (hh:mm:ss)	2017 (hh:mm:ss)	2018 (hh:mm:ss)	2019 (hh:mm:ss)	5 Year Average (hh:mm:ss)
Disorderly Conduct	1640:53:39	1989:29:39	2722:48:50	3036:07:05	3042:00:02	2486:15:51
Domestic	5401:18:56	4936:27:27	7834:14:26	8097:57:43	7968:26:22	6847:40:59
Drinking in Public	54:45:50	45:49:38	35:03:54	63:01:44	41:41:46	48:04:34
Drowning (Near) / Diving Acc	0:00:00	0:00:00	0:00:00	74:03:53	0:00:00	14:48:47
Drug Offense	1581:45:12	1960:12:28	1733:03:18	3075:59:42	2578:22:37	2185:52:39
Drunk in Public	687:43:23	609:13:11	640:49:28	837:48:39	1008:15:48	756:46:06
DUI	1737:32:13	1862:55:40	1912:27:00	2265:18:04	2610:46:29	2077:47:53
Electrical Short Outside	0:36:26	0:00:00	0:00:00	0:00:00	0:00:00	0:07:17
Emergency Care Order (ECO)	3824:55:51	3137:09:43	4605:46:48	5596:19:31	6322:27:23	4697:19:51
Escorts	5:28:00	7:23:45	8:00:13	8:25:01	3:46:53	6:36:46
Excited Delirium	77:46:54	15:34:39	0:00:00	2:51:45	14:16:51	22:06:02
Explosion	0:00:00	0:00:00	0:00:00	0:00:00	1:15:48	0:15:10
Falls	0:00:00	0:00:00	0:00:00	0:00:00	0:44:51	0:08:58
Fight	174:55:04	165:04:20	238:09:08	274:16:42	178:30:45	206:11:12
Firearm Violations	314:11:25	541:53:03	1157:10:49	1098:50:46	599:09:36	742:15:08
Fireworks Violations	10:31:57	20:14:25	11:51:49	23:59:50	15:18:30	16:23:18
Follow-Up Investigation	679:36:51	739:21:41	1382:00:35	1274:09:31	1316:38:14	1078:21:22
Found Property	253:31:24	314:14:19	295:30:51	363:59:26	350:18:26	315:30:53
Fraud	402:31:18	545:41:30	860:41:08	725:38:16	570:24:44	620:59:23
Gambling Violations	1:12:53	0:09:00	19:04:19	0:10:30	1:45:19	4:28:24
Give Assistance	889:12:39	1180:59:30	1504:10:03	1302:30:15	1471:48:17	1269:44:09
Hazardous Material Inspection	31:56:56	36:04:51	46:20:02	28:52:02	0:00:00	28:38:46
Hazards	805:38:08	660:33:58	850:06:20	1382:46:00	799:23:46	899:41:38
Heat/Cold Exposure	0:00:00	0:00:00	0:51:31	0:00:00	0:00:00	0:10:18

	TIME SPENT ON CITIZEN INITIATED CALLS FOR SERVICE BY YEAR					
	2015 (hh:mm:ss)	2016 (hh:mm:ss)	2017 (hh:mm:ss)	2018 (hh:mm:ss)	2019 (hh:mm:ss)	5 Year Average (hh:mm:ss)
Hit & Run	603:06:16	428:51:58	736:01:13	829:29:16	699:07:14	659:19:11
Hostage/Barricaded Subject	129:44:33	0:00:00	49:22:48	0:00:00	0:00:00	35:49:28
Indecent Exposure	20:00:11	50:12:45	44:19:51	56:33:40	61:09:44	46:27:14
Injured Person	10:02:13	51:52:35	14:00:09	5:48:22	26:32:37	21:39:11
Juvenile Nuisance	99:38:23	102:47:27	137:44:30	156:07:08	157:37:11	130:46:56
Larceny	1953:53:11	1896:18:33	2444:28:05	2155:24:43	2705:41:50	2231:09:16
Larceny from Auto	100:47:22	242:04:24	354:01:24	269:37:40	613:06:47	315:55:31
Littering	8:39:55	7:48:31	5:19:18	44:39:31	0:52:13	13:27:54
Lost Property	1:24:15	0:23:21	3:09:40	0:34:47	11:59:22	3:30:17
Malicious Wounding	1772:28:58	1879:18:44	2969:21:24	3464:33:03	1715:51:00	2360:18:38
Miscellaneous	75:08:25	131:30:30	349:29:53	147:32:18	159:38:42	172:39:58
Missing Person/Runaway	485:16:49	603:01:46	911:57:27	782:03:32	826:11:29	721:42:13
Murder/Manslaughter	0:00:00	0:00:00	0:00:00	1091:43:54	286:41:39	275:41:07
Neighborhood Watch	0:44:30	1:29:31	0:00:00	0:00:00	0:00:00	0:26:48
Noise Complaint	346:13:37	289:59:24	348:09:07	345:40:40	291:34:21	324:19:26
Officer Needs Help	0:00:00	0:48:10	21:34:17	2:31:51	85:02:26	21:59:21
Open Door	57:52:52	37:14:43	73:30:22	66:33:34	61:43:59	59:23:06
Open Window	0:00:00	0:54:06	2:11:53	2:34:46	5:17:08	2:11:35
Other Calls	18:20:46	20:38:42	5:38:00	19:26:37	24:05:59	17:38:01
Overdose/Poisoning	79:00:15	126:09:18	270:00:20	270:52:56	276:43:11	204:33:12
Panhandling	0:00:00	0:00:00	67:35:05	127:28:06	82:12:36	55:27:09
Parking Violation	126:43:18	157:04:09	183:12:56	174:30:22	182:03:45	164:42:54
Person Check	2111:11:08	2537:51:10	3326:22:33	3203:03:39	3501:40:51	2936:01:52
Phone Misuse	9:23:47	18:35:44	15:06:05	0:46:15	8:44:28	10:31:16
Project Missile Veh/Dwelling	92:52:24	30:03:55	60:01:37	150:01:22	152:44:39	97:08:47

	TIME SPENT ON CITIZEN INITIATED CALLS FOR SERVICE BY YEAR					
	2015 (hh:mm:ss)	2016 (hh:mm:ss)	2017 (hh:mm:ss)	2018 (hh:mm:ss)	2019 (hh:mm:ss)	5 Year Average (hh:mm:ss)
Reckless Driving	113:14:58	63:07:35	91:44:12	61:06:39	136:18:32	93:06:23
Robbery	521:34:33	832:37:37	746:46:58	1064:43:21	1635:55:15	960:19:33
Sex Offense	655:55:20	757:09:40	925:34:51	1290:56:07	834:38:04	892:50:48
Shots Fired	548:22:29	726:00:56	454:10:33	1334:54:00	613:50:16	735:27:39
Stalking	85:35:19	128:47:34	102:41:31	40:26:05	165:04:25	104:30:59
Subject Stop	1:52:45	3:03:42	6:42:00	2:54:22	5:26:08	3:59:47
Suspicious Person/Situation	817:33:38	935:50:57	1188:34:38	1098:55:52	1074:11:14	1023:01:16
Tampering with Auto	54:33:51	173:14:13	362:28:46	206:31:24	263:31:04	212:03:52
Temporary Detention Order (TDO)	749:49:10	501:26:42	981:45:39	806:06:00	5163:39:58	1640:33:30
Tethering Violation	0:00:00	0:00:00	0:00:00	0:00:00	4:44:26	0:56:53
Threats	486:59:29	816:25:27	607:48:26	812:11:45	826:54:32	710:03:56
Traffic Accident	2315:07:01	2243:10:29	2525:46:24	3610:58:10	2592:35:41	2657:31:33
Trespass	771:47:59	941:49:11	1099:46:57	1927:22:53	1304:54:28	1209:08:18
Trouble Unknown	205:21:16	242:07:46	336:38:36	494:43:08	379:42:59	331:42:45
Unlock Vehicle	33:20:02	42:22:36	35:02:14	41:49:58	45:06:09	39:32:12
Vandalism	476:52:48	654:26:37	788:36:13	665:58:57	742:08:14	665:36:34
Vehicle Stop	44:17:28	7:52:42	45:21:21	70:00:46	28:27:15	39:11:54
Void Parking Ticket	0:00:00	0:00:00	0:00:56	0:00:00	0:00:00	0:00:11
Warrant	2620:31:22	2972:41:36	4025:32:43	5521:32:25	5527:55:24	4133:38:42
Total	43438:35:16	46491:23:38	60830:45:40	71015:24:34	71373:14:37	58629:52:45

Appendix B



<i>WRITTEN DIRECTIVE</i>	No. PD-17-0902	Page: 182 of 17
Subject: CRIMINAL AND SPECIAL- PURPOSE INVESTIGATIONS	Effective Date:	11-29-17
	Supersedes/ Amends:	PD15-0902
	Reference:	1.2.3, 41.2.6, 42.1.2- 4 & 6



I. Purpose

The purpose of this directive is to establish uniformity throughout the Lynchburg Police Department regarding the management of criminal investigations.

II. Policy

It shall be the policy of the Lynchburg Police Department to conduct a thorough investigation of all reported criminal offenses that are within the department's jurisdiction.

III. Procedure

42.1.4

A. PRELIMINARY INVESTIGATION

1. Assigned officers will conduct preliminary investigations of all reported crimes.
 - a. Field Operations Bureau personnel dispatched to the scene of a crime will normally be responsible for conducting the preliminary investigation and completing any required reports.
 - b. When deemed appropriate and approved by a supervisor, personnel from other units, departments or agencies may be requested to assist in preliminary investigations.
2. Required notification of investigations:
 - a. On-scene field supervisors will notify the on-call CID supervisor in cases involving:
 - 1) homicide
 - 2) suicide
 - 3) any death of suspicious nature
 - 4) rape

- 5) malicious wounding involving serious injury or the possibility of imminent death
 - 6) extortion
 - 7) burglary of an occupied residence
 - 8) burglary involving the arrest of a suspect
 - 9) robbery of a business
 - 10) traffic fatality or traffic accident in which death appears imminent
 - 11) circumstances when officers are made aware of an infant who is in critical condition or is deceased with no apparent injuries (possibility of SIDS case)
 - 12) victims who have apparently overdosed while using illicit drugs and/or *alleged opioids and are either: D.O.A. (or likely to die), unconscious, or were administered Naloxone (sold under the name Narcan among others). The purpose of the investigation is to identify the source(s) of controlled substances. Officers are encouraged to review Code of Virginia 18.2-251.03, Safe Reporting of Overdoses.*
- b. The on-scene field supervisor will use common sense standards and consider the totality of the circumstances in deciding whether the individual is suffering from, or has died from, a suspected overdose. The presence of narcotics and/or drug paraphernalia, statements from the aided/family/witnesses, or other independent observations from the assigned officer(s) should be considered in making a determination.
 - c. The notified CID supervisor may initiate immediate follow-up investigation in these cases.
3. Optional notification of investigations:
 - a. Field supervisors may notify the on-call CID supervisor in cases involving:
 - 1) burglary involving loss of substantial monetary value
 - 2) grand larceny
 - 3) circumstances for which the field supervisor deems it necessary or advantageous to have a detective respond to the crime scene.
 - b. The notified CID supervisor will determine if a CID detective will initiate immediate follow-up in these cases.
- 42.2.1
4. Preliminary investigation will include, but is not limited to, the following:
 - a. rendering assistance to the injured
 - b. determining if a crime has occurred

- c. obtaining and broadcasting the description and status (armed, intoxicated, vehicle information, etc.) of any suspect who has left the scene
- 42.2.1 A
- d. observing and noting all conditions, events and remarks of possible significance to the investigation
- 42.2.1 B & D
- e. locating, identifying and interviewing complainants, witnesses and suspects
- 42.2.1 C
- f. controlling the crime scene
 - g. notifying the appropriate CID personnel as required or necessary
 - h. making arrests
- 42.1.3 C
- i. protecting and arranging for the collection of evidence
 - j. completing and submitting required reports for supervisory review.
 - 1) Calls for service not involving an offense may require only the completed Computer Aided Dispatch (CAD) information as documentation.
 - 2) Calls for service involving a traffic infraction may require only the completed CAD information and, if issued, a completed *Virginia Uniform Summons* or a City parking ticket as documentation.
 - 3) Calls for service involving a Class 2, 3 or 4 misdemeanor may require only the completed CAD information and, if issued, a completed *Virginia Uniform Summons* as documentation.
 - 4) Calls for service involving a felony or a Class I misdemeanor will require submission of the appropriate incident report.
 - 5) Calls for service involving the sudden death of any person will require submission of an incident report .
 - 6) The officer submitting any report will be responsible for ensuring that it:
 - a) contains information as complete and as accurate as possible
 - b) establishes all elements of any crime believed to have been committed.
- 42.1.2
- 5. Solvability factors will include, but not be limited to:
 - a. presence of witnesses
 - b. suspect description or identification
 - c. suspect address or location
 - d. suspect vehicle identification

- e. significant *modus operandi*
 - f. significant physical evidence
 - g. reason to believe that the crime would stimulate public interest or public assistance, which would eventually lead to suspect identification
 - h. limited opportunity for anyone except the suspect(s) to have committed the crime
 - i. other factors, such as the victim or complainant's willingness to assist in the prosecution of the case.
6. Except for confidential Vice/Narcotics Unit or special investigation reports (see Section III, I, 3), completed reports will be:
- a. assigned a complaint control (CC) number
 - b. submitted to the officer's immediate supervisor for review by the end of the officer's shift, unless approved by their immediate supervisor
 - c. forwarded to the Report Review Office for classification and routing.

42.1.3 A, 42.1.4, 82.2.4

B. FOLLOW-UP INVESTIGATION CASE MANAGEMENT

1. The Report Review Office will forward copies of reports documenting active investigations to the appropriate bureau to initiate follow-up investigation.
 - a) Copies of reports involving the following types of crimes will be forwarded to the CID supervisor for review and/or follow-up assignment:
 - 1) crimes listed in III, A, 2-a
 - 2) other felony offenses (including property damage)
 - 3) serious misdemeanors (with one or more solvability factors present)
 - 4) threats to the community at large
 - 5) vice or organized crime activities.
 - b. Copies of reports involving the following types of cases with one or more solvability factors present will be forwarded to the Field Operations Bureau for follow-up assignment:
 - 1) felony offenses not assigned by a CID supervisor
 - 2) misdemeanors not assigned by a CID supervisor
 - 3) hit and run accidents not assigned by a CID supervisor

2. Captains will be responsible for the follow-up investigations conducted by officers under their command.
3. Each bureau will establish written procedures for assignment of follow-up investigations within that bureau, to include:
 - a. designated bureau or unit command staff responsible for:
 - 1) reviewing reports submitted for follow-up by the Report Review Office
 - 2) assigning cases for follow-up investigation
 - b. procedures for assigning cases for follow-up investigation, including:
 - 1) a listing of solvability factors to be considered:
 - a) when assigning cases for follow-up, and
 - b) in monitoring the status of follow-up investigations
 - 2) guidelines for determining case status as:
 - a) *Active* -- the case is considered "open" and is assigned to an officer with investigative efforts being pursued when any solvability factor exists.
 - b) *Inactive* -- the case is suspended due to lack of solvability factors, absence of leads, unavailability of investigative resources, and/or degree of seriousness.
 - c) *Closed* -- the case has been cleared by arrest, other exceptional means, or determined to be unfounded.
 - 3) guidelines for investigative resource allocation
 - 4) guidelines for supervisory monitoring and control of ongoing follow-up investigations.
4. Each bureau will establish written guidelines for conducting follow-up investigations, to include:
 - a. required documentation
 - b. time frames
 - c. progress reports to supervisors
 - d. coordination with:
 - 1) other department units or personnel
 - 2) other agencies

42.1.3 B

3) the office of the Commonwealth's Attorney.

42.1.6

C. FOLLOW-UP INVESTIGATION PROCEDURES

1. The principal detective will normally be the first officer assigned to follow up a preliminary investigation: supervisors may make other principal detective assignments as deemed appropriate.
 - a. The principal detective will be responsible for all required investigative procedures.
 - b. When more than one investigating officer is assigned to a case, the case supervisor will designate a principal detective.
2. The officer assigned to any active investigation will:
 - a. review all reports and laboratory examinations completed in the preliminary investigation
 - b. identify solvability factors
 - c. attempt to recontact the complainant at regular intervals, in order to:
 - 1) update the complainant on the status of the case, and
 - 2) obtain any additional information available
 - d. seek additional information sources (witnesses, informants, department records, etc.)
 - e. arrange for dissemination of information to appropriate persons or agencies
 - f. conduct additional interviews or interrogations as appropriate
 - g. plan, organize, and conduct searches or surveillances as appropriate
 - h. arrange for collection of any additional physical evidence located
 - i. check for criminal history on suspects through department records, VCIN, NCIC, etc.
 - j. identify, locate and apprehend the offender(s)
 - k. determine if the offender(s) has involvement in other crimes
 - l. submit all completed reports and case histories for supervisor review and filing within the LPD records system
 - m. where applicable, ensure that reports or original case histories are forwarded to the Commonwealth's Attorney.
3. The following department checklists are available as investigative aids:
 - a. *Childhood Death Investigation Form*

42.2.3 G

42.2.3 E

42.2.3 F

42.2.3 H

42.2.3

- b. *Physical Evidence Recovery Checklist*
- c. *Domestic Violence Report/Checklist*
- d. *DUI Checklist*
- e. *Fraud Check Sheet*
- f. *Negotiations Team – Complaint Desk Information Request*
- g. *Negotiations Team – Suspect Information Checklist*
- h. *Negotiations Team – Hostage Information Checklist.*

42.2.1

D. PHYSICAL EVIDENCE

1. Officers must be alert to the presence and types of physical evidence that may be encountered at any phase of an investigation, as well as the proper collection and preservation techniques to assist in laboratory analysis.
2. Officers must exercise extreme caution in the handling of all drugs and drug paraphernalia. Even the slightest contact can be lethal. Taking proper safety precautions is vital when investigating and documenting drug overdose evidence.
3. Evidence collection and processing will be conducted according to guidelines set forth in PD-1101: *Crime Scene Processing*.

H. WITNESS AND SUSPECT INTERVIEWS

1. Conducting witness interviews:
 - a. Witnesses should be interviewed:
 - 1) face to face, whenever possible
 - 2) as soon as practical after the incident being investigated
 - 3) separately and away from other witnesses, in order to:
 - a) prevent witnesses from influencing each other's statements
 - b) determine whether witness statements support or contradict each other.
 - b. Witness statements should be documented in sufficient detail to fully establish:
 - 1) the witnesses' knowledge of and involvement in the incident being investigated
 - 2) all possible elements of any crime the witness is believed to have knowledge of.

- c. Witnesses interviewed in preliminary investigations may be re-interviewed whenever deemed necessary by officers conducting the follow-up investigation.

1.2.3 A

2. Suspect interview requirements:

- a. Officers of the Lynchburg Police Department must be familiar with and adhere to legal parameters as established by the Constitution of the United States and applicable court decisions, particularly regarding custodial interrogation requirements.

1.2.3 B

- b. Prior to any interrogation, police officers are required under the *Miranda v. Arizona* Supreme Court decision to advise persons under arrest of certain constitutional rights as listed on the Lynchburg Police Department *Interview: Advice of Rights* form.
- c. The *Interview: Advice of Rights* form or card should be used when advising persons of the Miranda warnings.
- d. It is the responsibility of the interviewing officer to ensure that any person waiving these rights does so voluntarily, knowingly and intentionally.

- e. Officers will not:

- 1) use coercion, duress, promises or threats to obtain confessions or admissions;
- 2) compel any person to self-incrimination;
- 3) unreasonably delay the arraignment of any person charged with a criminal offense;
- 4) interfere with or deny any person's request for access to counsel.

1.2.3 C

- f. No Lynchburg Police Department employee will disclose any information to the public which may infringe upon any person's constitutional rights.

42.2.6

I. USE OF POLYGRAPH IN CRIMINAL INVESTIGATIONS

- 1. The polygraph may be used as an investigative aid where, in the opinion of the officer and with the approval of the immediate supervisor, a polygraph examination would enhance the investigation.
- 2. All polygraph examinations will be conducted by polygraph examiners who have completed formal training and graduated from an institution approved by the Virginia Department of Professional and Occupational Regulation.
- 3. Polygraph examiners will follow the standards and practices outlined in 18VAC120-30-200, 18VAC120-30-210, and 18VAC120-30-220 of the Code of Virginia.
- 3. Every examiner will use an instrument which records permanently and simultaneously the examinee's cardiovascular patterns, respiratory patterns and galvanic skin responses.

4. Such instrument may also record other pertinent physiological data relevant to the determination of truthfulness.
5. It will be the responsibility of the polygraph examiner to conduct a pre-test interview with all prospective examinees, in which all issues that the polygraph examination will cover are to be discussed with the examinee.
6. All test questions will be read to the examinee in a random manner prior to the actual polygraph examination.
7. When required, the written consent of the examinee and a waiver of Miranda rights must be obtained prior to the pre-test interview and polygraph examination.
8. Written consent must be obtained from a juvenile examinee's parent or legal guardian prior to the pre-test interview and subsequent polygraph examination.

42.2.1 E

J. SURVEILLANCE

1. The purpose of surveillance is to obtain information that may aid in the successful conclusion of an investigation.
2. Reasons for surveillance include detection and prevention of crime, information gathering on identified suspects, locations, etc.
3. In order for any surveillance to be successful, thorough planning must be made in advance regarding:
 - a. purpose of the surveillance
 - b. type of information wanted
 - c. staffing and equipment needed
 - d. briefing all officers involved
 - e. safety and security concerns, and any related special procedures.
4. Officers planning to conduct a long-term surveillance must obtain prior supervisor approval.

K. INVESTIGATIVE TASK FORCES

1. Officers may be formed into an intra-departmental investigative task force when deemed necessary to enhance or expedite a criminal investigation.
 - a. Members of any task force will be granted commensurate authority by the Chief of Police to effectively complete the assigned investigation and be responsible for execution of the assigned task.

- b. The Chief of Police will designate a task force supervisor to be accountable for the completion of the investigation.
 - c. The task force supervisor will identify resources available to conduct the investigation, to include:
 - 1) sufficient staffing and equipment
 - 2) coordination with:
 - a) other department units or personnel
 - b) other agencies
 - c) the office of the Commonwealth's Attorney.
 - d. The task force supervisor will be responsible for continuously evaluating task force activities and reporting progress to the Chief of Police.
- 2. The Lynchburg Police Department participates in formal, multi-jurisdictional investigative task forces with other jurisdictions to enhance criminal investigations and to provide additional resources.
 - a. A Memorandum of Understanding (MOU) will be issued as a written agreement between the LPD and each investigative task force to describe task force activities and to define the purpose, authority, and responsibility of the task force.
 - b. The Major of the Investigations Bureau will be responsible for continuously evaluating task force activities and results to determine the need for continued LPD involvement.
 - c. Officers assigned to a task force, especially in a plain clothes, or undercover capacity, should take extra precautions to ensure their officer safety
 - d. When participating in task force activities, officers should identify themselves as Task Force Officers with the Lynchburg Police Department when necessary.
- 3. The Lynchburg Police Department will, as long as deemed beneficial, have a relationship with the United States Marshal Service through the Capital Area Regional Fugitive Task Force (CARFTF).
 - a. The Lynchburg Police Department will make the final determination on the officer assigned to the CARFTF based on recommendations from supervisors, the US Marshals Service, and the overall performance of the officer.
 - b. When the Task Force Officer (TFO) assigned to the CARFTF is notified by the US Marshals Service that they are needed for an operation, the TFO shall notify the on-duty watch commander or their direct supervisor prior to engaging in any fugitive apprehension operation, and again when the operation has concluded.
 - c. The TFO shall mark in service, and out of service, with Lyncomm and provide them with a general area where they will be working.

- d. The TFO shall wear body armor clearly marked with “POLICE”, so they will be recognizable to citizens, as well as other law enforcement officers and agencies.
- e. The TFO shall carry their LPD radio, issued mobile phone, and other necessary equipment that may be needed to perform the function of the TFO.
- f. The TFO may be removed from this assignment due to promotion, specialized assignment, or for any reason deemed to be in the best interest of the Lynchburg Police Department. This decision will be made by the TFO’s Bureau Major.

42.2.9

L. COLD CASE INVESTIGATIONS

- 1. A “cold case” will be defined as any investigation that is unsolved and is in an inactive status.
- 2. The decision to reopen an inactive case will be made by the assigned officer, the assigned officer’s supervisor or a division Captain.
- 3. Factors influencing the decision to reopen an inactive case may include newly developed information, evidence, witnesses or suspects.
- 4. Officers and supervisors should evaluate any new information to determine if the information increases solvability factors such as:
 - a. presence of witnesses
 - b. suspect description or identification
 - c. suspect address or location
 - d. suspect vehicle description
 - e. *modus operandi*
 - f. physical evidence.
- 5. Assigned officers will document in a supplement report all new information received and subsequent follow up activity.

M. VICE AND SPECIAL PURPOSE INVESTIGATIONS

- 1. Should circumstances exist which require immediate attention by a specialized unit, the officer will notify their immediate supervisor for assistance in activating the appropriate unit to handle the investigation.
- 2. *Under no circumstances* will an individual officer pursue any criminal investigation specified above without the knowledge and approval of their immediate supervisor.
- 3. Vice investigations:
 - a. Officers receiving vice/narcotics-related information identifying specific persons, locations, means of transport or distribution will:

43.1.1

- 1) document the information in detail on the appropriate report form
- 2) not assign the report a complaint control number
- 3) forward the report to the Vice/Narcotics Unit Lieutenant who will:
 - a) assign intelligence unit control numbers to vice information reports
 - b) be responsible for routing and filing all reports.

42.2.1 D

4. Background Investigations:

- a. Background investigations may be conducted in order to:
 - 1) obtain, collate and verify personal, financial, criminal and/or social information about a person or organization
 - 2) develop information for purposes of criminal or licensing investigation.
- b. Criminal Background Investigations:
 - 1) will be conducted by department officers for purposes of:
 - a) conducting criminal investigations
 - b) developing intelligence information
 - 2) will involve gathering information on persons suspected of being involved in criminal activities.
- c. Other background investigations:
 - 1) The Major of the Investigations Bureau will be responsible for the background investigation of persons who apply to obtain:
 - a) Precious Metals Dealer Permits
 - b) Soliciting Permits
 - c) Concealed Weapon Permits
 - d) Hunting Permits

42.1.3 D

- d. All background investigation information will be secured by the Lieutenant of the unit conducting the investigation.

42.1.3 E

- e. A case file folder containing a background investigation may only be purged or destroyed by court order.

42.2.1 A

5. Information concerning any investigation may be obtained from a variety of sources including, but not limited to:
 - a. Departmental sources:
 - 1) filed reports
 - 2) arrest records
 - 3) photograph and fingerprint records
 - 4) pawn shop records
 - 5) informant files
 - 6) licensing records, such as those concerning precious metals dealers, taxi drivers, soliciting permits, etc.
 - b. Outside agency sources, including:
 - 1) VCIN/NCIC criminal history information
 - 2) DMV records
 - 3) court records
 - 4) tax records
 - 5) probation and parole records
 - 6) real estate records
 - 7) post office records
 - 8) welfare and social service agency records
 - 9) Board of Education / local school records.
 - c. Private organization sources (may require search warrant), including:
 - 1) utility companies
 - 2) telephone companies
 - 3) banks and credit agencies
 - 4) unions and professional agencies
 - 5) insurance agencies
 - 6) neighbors, social contacts and business associates.

6. Units involved in special investigations may be exempt from investigative procedures outlined in this directive, if such an exemption is:
 - a. required due to the nature of the investigation being conducted, and
 - b. approved by the Chief of Police.

44.2.6 A

N. MISSING PERSONS

1. Officers will investigate the following types of missing persons:
 - a. runaway, abandoned, abducted or other missing status juveniles (*in accordance with PD-2006 Juvenile Operations*).
 - b. adults who are reported as:
 - 1) missing and under proven physical or mental disability or senile, thereby subjecting themselves or others to personal or immediate danger, or
 - 2) missing and in the company of another person under circumstances indicating that their physical safety is in danger, or
 - 3) missing under circumstances indicating that the disappearance was not voluntary.

41.2.6 G

44.2.6 B, C

2. Supervisors will ensure that the primary responding officer completes the following within the 2 hour time frame, as specified in the Code of Virginia, Section 15.2-1718.1:
 - a. complete the required SP-67 form (Missing Adult Information Clearinghouse Report) and deliver the form in person to the Information Desk.
 - b. Ensure that Information Desk personnel enter the missing adult's information into the Virginia Criminal Information Network, the National Crime Information Center Systems and forward the report to VA State Police immediately.
 - c. The primary officer will resume the investigation into the missing adult after the above actions have been completed.
 - d. Officers should be mindful that the 2 hour requirement begins when the adult is reported missing to Lyncomm, not when the officer arrives on scene.
3. Preliminary investigation in cases of missing persons will include (in addition to any applicable procedures listed in III, A, 4) the following:
 - a. obtaining a complete physical and clothing description
 - b. supplying descriptions to other officers, by means of:
 - 1) radio broadcast, if time elapsed or mode of travel indicates that an immediate BOL is appropriate

- 2) teletypes to jurisdictions identified as possible destinations
- 3) entry in the LPD Complaint Book
- c. advising complainants to notify the department should the missing person return or be located by other means

41.2.6 D, E

- 4. Follow-up investigation of missing persons will include (in addition to applicable procedures listed in III, C) the following:

- a. search for the missing person in any specific areas identified by the complainant or other information sources

41.2.6 F

- b. verifying reports that a missing person has returned or been located

- c. interviewing located juveniles to determine:

- 1) the circumstances of their disappearance

- 2) their whereabouts while missing

- 3) whether they were harmed or injured while missing

- d. notifying an officer at the LPD Information Desk to remove located persons from NCIC/VCIN computer files.

O. INTRA-DEPARTMENTAL INFORMATION EXCHANGE

42.2.4

- 1. Employees within any unit may attend roll call meetings of other units in order to:

- a. exchange information or coordinate activities whenever necessary

- b. request the immediate assistance of employees from another unit or bureau in activities such as:

- 1) determining the location of a specific person, place, or object

- 2) conducting surveillance

- 3) identifying suspects

- 4) identifying potential locations where specific crimes may be committed

- c. debrief assisting employees on completion of a coordinated activity, to include review of:

- 1) procedures utilized

- 2) problems or unusual circumstances encountered

- 3) new procedures to expedite future joint activities.

-
2. Attending another unit's roll call should be approved in advance by the unit supervisor.

Original Signed

Raul M. Diaz
Chief of Police

November 29, 2017

Date

Appendix C

The following tables depict the current unit allocations, proposed unit allocation and the changes for the Lynchburg Police Department. Positions in **red** indicate areas of change.

Office of the Chief of Police			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Police Chief	1 Police Chief	1 Police Chief	None
1 Community Rel. Coord.	2 Community Rel. Coord.	2 Community Rel. Coord.	+1 Community Rel. Coord.
1 Admin Asst.	2 Admin Asst.	1 Admin Asst.	None
FIELD OPERATIONS BUREAU			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Deputy Chief	1 Deputy Chief	1 Deputy Chief	None
1 Project Lieutenant	1 Project Lieutenant	1 Project Lieutenant	None
1 Admin Asst.	2 Admin Asst.	1 Admin Asst.	None
1 Executive Officer	1 Executive Officer	1 Executive Officer	None
Field Operations Bureau I			
<u>Current Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Captain	1 Captain	1 Captain	None
<u>Platoon A</u>	<u>Platoon A</u>	<u>Platoon A</u>	<u>Platoon A</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
2 Sergeants	2 Sergeants	2 Sergeants	None
18 Officers	18 Officers	18 Officers	None
<u>Platoon B</u>	<u>Platoon B</u>	<u>Platoon B</u>	<u>Platoon B</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
2 Sergeants	2 Sergeants	2 Sergeants	None
18 Officers	18 Officers	18 Officers	None
<u>Platoon C</u>	<u>Platoon C</u>	<u>Platoon C</u>	<u>Platoon C</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
1 Sergeant	2 Sergeants	2 Sergeants	+1 Sergeant
9 Officers	18 Officers	18 Officers	+ 9 Officers

Field Operations Bureau II			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Captain	1 Captain	1 Captain	None
<u>Platoon D</u>	<u>Platoon D</u>	<u>Platoon D</u>	<u>Platoon D</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
2 Sergeants	2 Sergeants	2 Sergeants	None
18 Officers	18 Officers	18 Officers	None
<u>Platoon E</u>	<u>Platoon E</u>	<u>Platoon E</u>	<u>Platoon E</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
2 Sergeants	2 Sergeants	2 Sergeants	None
18 Officers	18 Officers	18 Officers	None
	<u>Additional</u>	<u>Additional</u>	<u>Additional</u>
	1 Sergeant	1 Sergeant	+1 Sergeant
	4 Officers	4 Officers	+4 Officers
Field Support Division			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
<u>CAT Unit</u>	<u>CAT Unit</u>	<u>CAT Unit</u>	<u>CAT Unit</u>
1 Sergeant	1 Sergeant	1 Sergeant	None
6 Officers	7 Officers	7 Officers	+1 Officer
1 CP Specialist	1 CP Specialist (Full-Time)	1 CP Specialist (Full-Time)	None
	1 CP Specialist (Part-Time)	1 CP Specialist (Part-Time)	+1 CP Specialist (Part Time)
<u>SRO Unit</u>	<u>SRO Unit</u>	<u>SRO Unit</u>	<u>SRO</u>
1 Sergeant	1 Sergeant	1 Sergeant	None
5 Officers	5 Officers	5 Officers	None
<u>Traffic Unit</u>	<u>Traffic Unit</u>	<u>Traffic Unit</u>	<u>Traffic Unit</u>
1 Sergeant	1 Sergeant	1 Sergeant	None
5 Officers	3 Officers	5 Officers	None
INVESTIGATIONS/ADMINISTRATIONS BUREAU			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Deputy Chief	1 Deputy Chief	1 Deputy Chief	None
1 Project Lieutenant	1 Project Lieutenant	1 Project Lieutenant	None
INVESTIGATIONS BUREAU			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Captain	1 Captain	1 Captain	None
1 Admin Asst.	2 Admin Asst.	2 Admin Asst.	+1 Admin Asst.

Criminal Investigations Division			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
<u>CID A</u>	<u>CID A</u>	<u>CID A</u>	<u>CID A</u>
1 Sergeant	1 Sergeant	1 Sergeant	None
5 Detectives	7 Detectives	7 Detectives	+2 Detectives
<u>CID B</u>	<u>CID B</u>	<u>CID B</u>	<u>CID B</u>
1 Sergeant	1 Sergeant	1 Sergeant	None
5 Detectives	7 Detectives	7 Detectives	+2 Detectives
	<u>CID C</u>	<u>CID C</u>	<u>CID C</u>
	1 Sergeant	0 Sergeant	None
	7 Detectives	0 Detectives	None
<u>Forensics</u>	<u>Forensics</u>	<u>Forensics</u>	<u>Forensics</u>
1 Sergeant	2 Sergeant	1 Sergeant	None
5 Detectives	10 Detectives	8 Detectives	+3 Detectives
2 P&E Custodians	4 P&E Custodians	3 P&E Custodians	+1 P&E Custodians
Special Investigations Division			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
<u>Vice/Narcotics</u>	<u>Vice/Narcotics</u>	<u>Vice/Narcotics</u>	<u>Vice/Narcotics</u>
1 Sergeant	2 Sergeants	1 Sergeants	None
5 Detectives	10 Detectives	7 Detectives	+2 Detectives
1 DEA TF Officer	1 DEA TF Officer	1 DEA TF Officer	None
<u>Intelligence Unit</u>	<u>Intelligence Unit</u>	<u>Intelligence Unit</u>	<u>Intelligence Unit</u>
1 Sergeant	2 Sergeants	1 Sergeants	None
3 Detectives	5 Detectives	4 Detectives	+1 Detectives
1 Intel Analyst	6 Intel Analysts	4 Intel Analysts	+3 Intel Analysts
1 Accreditation Off.	1 Accreditation Off.	1 Accreditation Off.	None
1 JTTF Officer	1 JTTF Officer	1 JTTF Officer	None

ADMINISTRATIONS BUREAU			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Captain	1 Captain	1 Captain	None
Professional Standards Division			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
<u>Internal Affairs</u>	<u>Internal Affairs</u>	<u>Internal Affairs</u>	<u>Internal Affairs</u>
2 Sergeants	3 Sergeants	3 Sergeants	+1 Sergeant
<u>Fleet</u>	<u>Fleet</u>	<u>Fleet</u>	<u>Fleet</u>
1 Fleet Coord. (Part-Time)	1 Fleet Coord. (Part-Time)	1 Fleet Coord. (Part-Time)	None
Staff Support Division			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
<u>Personnel & Recruiting</u>	<u>Personnel & Recruiting</u>	<u>Personnel & Recruiting</u>	<u>Personnel & Recruiting</u>
1 Sergeant	1 Sergeant	1 Sergeant	None
1 Recruiter	2 Recruiter	2 Recruiter	+1 Recruiter
1 Admin Asst.	1 Admin Asst.	1 Admin Asst.	None
<u>Training</u>	<u>Training</u>	<u>Training</u>	<u>Training</u>
1 Sergeant	1 Sergeant	1 Sergeant	None
1 Training Coord. (Part-Time)	1 Training Coord. (Part-Time)	1 Training Coord. (Part-Time)	None
Administrative Support Division			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant	None
<u>Animal Control</u>	<u>Animal Control</u>	<u>Animal Control</u>	<u>Animal Control</u>
1 AC Supervisor	1 AC Supervisor	1 AC Supervisor	None
3 AC Officers	4 AC Officers	4 AC Officers	+1 AC Officer
1 AC Officer (Part-Time)	1 AC Officer (Part-Time)	1 AC Officer (Part-Time)	None
<u>Records Unit</u>	<u>Records Unit</u>	<u>Records Unit</u>	<u>Records Unit</u>
1 Records Supervisor	1 Records Supervisor	1 Records Supervisor	None
4 Records Clerks	4 Records Clerks	4 Records Clerks	None

<u>Information Desk</u>	<u>Information Desk</u>	<u>Information Desk</u>	<u>Information Desk</u>
1 Sergeant	2 Sergeant	1 Sergeant	None
1 Warrant Officer	6 Warrant Officers	3 Warrant Officers	+2 Warrant Officers
4 Desk Officers	0 Desk Officers	0 Desk Officers	-4 Desk Officers
2 Admin Asst.	6 Admin Asst.	6 Admin Asst.	+4 Admin Asst.
<u>Finance/Computer Operations</u>			
Finance			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 Admin Manager	1 Admin Manager	1 Admin Manager	None
1 Finance Officer	2 Finance Officers	2 Finance Officers	+1 Finance Officer
1 E&S Coord.	2 E&S Coord.	2 E&S Coord.	+1 E&S Coord.
1 Off-Duty Coord.	1 Off-Duty Coord.	1 Off-Duty Coord.	None
<u>Computer Operations</u>			
<u>Unit Allocation</u>	<u>Optimal Allocation</u>	<u>Command Staff Proposal</u>	<u>Change</u>
1 IT Manager	1 IT Manager	1 IT Manager	None
<u>Networking</u>	<u>Networking</u>	<u>Networking</u>	<u>Networking</u>
2 Network Admin.	4 Network Admin.	4 Network Admin.	+2 Network Admin.
<u>Programming</u>	<u>Programming</u>	<u>Programming</u>	<u>Programming</u>
2 System Analyst	3 System Analyst	3 System Analyst	+1 System Analyst
<u>PC Support</u>	<u>PC Support</u>	<u>PC Support</u>	<u>PC Support</u>
1 PC Tech (Part-Time)	1 PC Tech (Part-Time)	1 PC Tech (Part-Time)	None

Appendix D

The below table are the population estimates for Virginia from the Weldon Cooper Center for Public Service (<https://demographics.coopercenter.org/virginia-population-projections/>). The 2020 estimate for Lynchburg is slightly different than those received from the City GIS Department due to different methods of calculation.

Virginia Population Estimates			
Location	2020	2030	2040
Virginia, Statewide	8,655,021	9,331,666	9,876,728
Alexandria city	166,261	182,067	195,240
Bristol city	16,715	16,229	15,556
Buena Vista city	6,302	6,222	6,066
Charlottesville city	50,714	52,376	53,352
Chesapeake city	249,244	270,506	287,913
Colonial Heights city	17,631	17,766	17,680
Covington city	5,677	5,281	4,831
Danville city	40,169	35,358	30,234
Emporia city	5,462	5,317	5,111
Fairfax city	25,047	26,397	27,388
Falls Church city	14,988	17,032	18,815
Franklin city	8,268	8,140	7,915
Fredericksburg city	29,403	34,015	38,094
Galax city	6,508	6,286	5,993
Hampton city	135,530	127,842	118,777
Harrisonburg city	56,012	63,037	69,110
Hopewell city	22,852	22,781	22,433
Lexington city	7,447	7,622	7,698
Lynchburg city	82,791	90,526	96,956
Manassas city	43,099	46,332	48,916
Manassas Park city	17,086	20,284	23,153
Martinsville city	13,002	11,573	10,038
Newport News city	181,581	179,752	175,762
Norfolk city	246,881	249,889	249,753
Norton city	3,906	3,857	3,762
Petersburg city	31,671	30,166	28,328
Poquoson city	12,382	12,635	12,726
Portsmouth city	95,027	90,715	85,397

Virginia Population Estimates			
Location	2020	2030	2040
Radford city	18,446	19,403	20,097
Richmond city	232,533	245,483	255,094
Roanoke city	100,891	102,388	102,590
Salem city	25,953	26,141	26,002
Staunton city	25,293	25,577	25,541
Suffolk city	94,733	109,424	122,402
Virginia Beach city	457,699	467,187	470,700
Waynesboro city	22,613	23,835	24,734
Williamsburg city	15,463	17,008	18,306
Winchester city	28,804	31,005	32,770

Appendix E

The below table depicts Law Enforcement Officers per 1000 population for City Police Departments in Virginia. This data was obtained from the FBI Crime Statistics (<https://ucr.fbi.gov/crime-in-the-u.s/2018/crime-in-the-u.s.-2018/tables/table-78/table-78-state-cuts/virginia.xls>).

VIRGINIA POLICE OFFICERS PER 1000 POPULATION (CITY POLICE AGENCIES ONLY)

City	Population	Total Law Enforcement Employees	Total Officers	Total Civilians	Officers per 1000 Population
Alexandria	162588	408	320	88	1.97
Bristol	16613	72	52	20	3.13
Buena Vista	6272	17	16	1	2.55
Charlottesville	48585	140	114	26	2.35
Chesapeake	242310	519	373	146	1.54
Colonial Heights	17857	56	52	4	2.91
Covington	5462	27	18	9	3.30
Danville	40781	134	122	12	2.99
Emporia	5184	36	26	10	5.02
Fairfax City	24259	81	62	19	2.56
Falls Church	14884	40	32	8	2.15
Franklin	8100	37	27	10	3.33
Fredericksburg	28919	94	69	25	2.39
Galax	6559	39	23	16	3.51
Hampton	133965	371	270	101	2.02
Harrisonburg	54869	121	101	20	1.84
Hopewell	22562	79	59	20	2.62
Lexington	7098	21	18	3	2.54
Lynchburg	81603	188	166	22	2.03
Manassas	41888	118	90	28	2.15
Manassas Park	16882	38	30	8	1.78
Martinsville	13025	50	45	5	3.45
Newport News	178734	567	421	146	2.36

City	Population	Total Law Enforcement Employees	Total Officers	Total Civilians	Officers per 1000 Population
Norfolk	244347	801	702	99	2.87
Norton	3914	24	17	7	4.34
Petersburg	31568	111	87	24	2.76
Poquoson	12011	24	23	1	1.91
Portsmouth	94218	350	232	118	2.46
Radford	17797	47	35	12	1.97
Richmond	229927	841	737	104	3.21
Roanoke	100042	309	263	46	2.63
Salem	25942	84	59	25	2.27
Staunton	24584	63	50	13	2.03
Suffolk	90817	231	178	53	1.96
Virginia Beach	451001	953	778	175	1.73
Waynesboro	22470	58	47	11	2.09
Williamsburg	15191	41	38	3	2.50
Winchester	28128	85	76	9	2.70

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **August 11, 2020**

AGENDA ITEM #: **2**

CONSENT:
ACTION:

REGULAR:
INFORMATION: **X**

WORK SESSION: **X**

CLOSED SESSION:
(Confidential)

ITEM TITLE: **Briefing on Communications Plan for Refuse, Brush and Bulk Collection**

KEY ELEMENTS:

☐ Economic Development ☒ Excellent Government ☐ Natural and Built Environment ☒ Safe Community ☒ Vibrant Community

RECOMMENDATION: Receive a briefing on the Communications Plan for the Refuse, Brush and Bulk Collection changes.

SUMMARY: On October 1, 2020, the City of Lynchburg will begin its new billing system for refuse collection. Customers will be billed \$10 per month on their water utility bill for refuse collection services. In addition, brush and bulk collection will be collected following a new schedule. In order to inform residents of these changes, the Department of Communications and Public Engagement has created a comprehensive communications plan. The Department's Director, JoAnn Martin, will provide City Council with an overview of the planned strategy that will be used to inform the public about the changes.

PRIOR ACTION(S): Changes to the billing for trash collection and the scheduling of brush/bulk collection.

FISCAL IMPACT: The cost to execute the communications plan for the new trash system is approximately \$32,000. This amount is included in the Public Works budget and was originally designated for the trash decal program.

CONTACT(S): JoAnn Martin, Director of Communications and Public Engagement – 455-3800
Reid Wodicka, Deputy City Manager – 455-3990
Gaynelle Hart, Director Public Works – 455-4406

ATTACHMENT(S): Powerpoint presentation

REVIEWED BY: bms

093A



Trash Collection Changes *Communications Plan*

August 11, 2020





Communications Objectives

- Inform customers of changes to the trash, brush and bulk system
- Educate City staff to changes so they can answer citizens' questions and concerns correctly
- Gain compliance from customers
- Measure Success



Target Audiences

- Residents/Business Owners
- Property Owners
- Staff



Messages

- Trash fees will be paid monthly via the utility (water) bill, effective October 2020. Trash cart decals have been eliminated.
- Trash collection continues with a once a week pickup, and both 32- and 64-gallon carts are still accepted. The Central Business District collection continues with twice per week.
- The trash fee is the same for both a 32- or 64-gallon carts
- Citizens may switch out a 32-gallon cart for a 64-gallon cart at no additional cost.



Recommendations

- In order to effectively communicate the upcoming changes to the trash, brush and bulk collection system, communications will begin in August.
- Communications will be ongoing in order to maintain compliance and continuity.
- A variety of communications strategies will be used to reach all audiences.



Communications Strategies

- Water (Utility) Bill Inserts
- Door Hangers
- Television
- Radio
- Newspaper Advertisements & Press Releases
- Bus Advertisements
- Social Media Posts and Advertisements
- Website, Citizens First Hold Messages, GIS, etc.



Budget & Timeline

- Total budget range for the communications launch: \$32,000 - \$34,000.
- Timeline – communications to begin this month and then continue routinely throughout the year.



Evaluating Success

- Increased revenues from trash service fees.
- Increased customer compliance with trash, brush and bulk setouts/Reduction in code violations
- Increased citizen satisfaction (Comparison in National Citizen Survey results)



Social Media Post Sample



Did you know overfilling your trash cart is in violation of City code? Consider upgrading to a 64-gallon cart if your 32-gallon is too small for your household, or purchase blue bags for trash overflow. Blue bags are \$2.00 each or 5 for \$10.00.



Social Media Post Sample



Does your 32-gallon trash cart overflow often? Switch it out for a 64-gallon cart at no charge! Both 32- and 64-gallon trash carts are just \$10 a month. One 64-gallon cart still not enough? Add a second trash cart for an additional \$10 a month.



Social Media Post Sample



Five recycling centers are conveniently located throughout the city.

What's accepted?

- Flattened Corrugated Cardboard
- Rinsed and Crushed Drink & Food Cans
- Newspapers and Inserts
- Mixed Paper - flattened food boxes, magazines, mail, bad report cards, etc.
- Rinsed and Crushed Plastic Containers #1 through #7

Styrofoam, glass or plastic bags are NOT accepted at any of the recycling sites.



Brochure with Label



TRASH CARTS

Under the new system, you will no longer have to purchase a decal for your trash cart. Beginning with October water utility bills, there will be a monthly service fee of \$10 applied to your bill to cover the cost of trash collection. Please note that businesses located in the Central Business District that receive twice weekly trash collection will receive a \$20 charge on their water utility bills. This charge will be the same for every customer regardless of the size of the trash cart used.

We understand there may be customers who will want to switch their 32-gallon cart to the larger, 64-gallon cart. You may do so by calling the Citizens First Information Center at (434) 856-CITY (2489). Please be patient with us as it may take some time to process these requests. You will still be able to purchase blue bags should you have more trash than your cart can hold with the lid closed.

BRUSH AND BULK

After much study and discussion, it was obvious that the current method of collecting brush and bulk items was not sufficient to meet the needs of our community. Beginning October 1, we will also implement a new schedule for brush and bulk collection designed to be more efficient and to better serve your needs.

TRASH COLLECTION DAY	BRUSH AND BULK PICKUP WEEK
Monday	1st FULL* week of the month
Tuesday	2nd week
Wednesday	3rd week
Thursday	4th week

* FULL WEEK: Full seven-day week

EXAMPLE: Citizen Tom's trash collection day is Monday. His brush and bulk would be collected on one of the shaded days (October 5-9) following the new schedule.

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Residents may also take brush and bulk items to the Concord Turnpike Convenience Center. Visit www.lyncburgva.gov/trash-collection-guidelines for more information.

Monday Trash Collection
Brush and bulk will be collected in your neighborhood the **first full week** of the month.

Tuesday Trash Collection
Brush and bulk will be collected in your neighborhood the **second week** of the month.

Wednesday Trash Collection
Brush and bulk will be collected in your neighborhood the **third week** of the month.

Thursday Trash Collection
Brush and bulk will be collected in your neighborhood the **fourth week** of the month.

Friday
No trash collection.

Please have your separated brush and bulk items at the curb no earlier than 7:00 p.m. the Saturday **before** your scheduled collection week and **no later** than 7:00 a.m. on the Monday of your scheduled collection week.



For More Information:
www.lyncburgva.gov/public-works
Citizens First: (434) 856-2489 (CITY)
Scan the QR Code!

**THE REVERSE SIDE IS A LABEL
FOR YOUR TRASH CART**
IT IS NOT A TRASH DECAL!

NEW TRASH COLLECTION SYSTEM BEGINNING OCTOBER 1, 2020!

The City of Lynchburg's new trash collection system begins October 1, 2020. This new system also includes a different and improved method to collect your brush and bulk items. Your current trash collection day will not change. We appreciate your patience and cooperation during the implementation of this new system.



FREQUENTLY ASK QUESTIONS ABOUT TRASH, BULK AND BRUSH COLLECTION

When will the new system begin, and why did the City eliminate the trash decal?

The new system will begin October 1, 2020. There were many factors that led to the decision of adding the monthly fee to water utility bills and to eliminate trash decals. The cost of trash collection and disposal has risen steadily over the years, from fuel to equipment to personnel. Costs also increased once the landfill at Concord Turnpike closed and the trash had to be taken to the regional landfill in Rustburg.

In addition to increased costs, a study showed that many cities have moved away from the use of decals and added a fee to existing utility bills instead. This will hopefully be an added convenience to residents who will no longer have to purchase decals.

I currently have a 32-gallon trash cart. How do I get a larger, 64-gallon cart?

Call the Citizens First Information Center at (434) 856-CITY (2489) to request a larger cart. Depending on demand, it may take a little while to switch out your cart. We do our best to be as prompt as possible.

If I have more than one trash cart, will I be charged twice as much on my water utility bill?
Yes, if you use more than one trash cart, you will be charged \$10 on your water utility bill for each cart.

Will I be able to set my brush and bulk out together?

Please be sure to separate your brush and bulk piles. These piles will be collected separately because brush is taken to a different location and turned into mulch. When the piles are mixed, everything is taken to the landfill. This takes up valuable space in the landfill and also adds to the City's disposal costs.

How often can I set out brush and bulk?

You will be able to set out brush and bulk once per month. The goal is to be able to sweep through the neighborhoods once per month, thus alleviating piles of brush and bulk lingering for weeks. We appreciate everyone's help in keeping Lynchburg clean.

↓ LABEL FOR YOUR TRASH CART: BRUSH AND BULK SCHEDULE AND GUIDE FOR CURBSIDE COLLECTION ↓

**BRUSH AND BULK
PICKUP SCHEDULE**

TRASH COLLECTION DAY	BRUSH AND BULK PICKUP WEEK
Monday	1st FULL* week of the month
Tuesday	2nd week
Wednesday	3rd week
Thursday	4th week

* FULL WEEK: Full seven-day week
Set brush and bulk out no earlier than 7:00 a.m. Saturday prior to the designated collection week. Items must be placed on the curb no later than 7:00 a.m. Monday of the designated collection week.

SEPARATE BULK FROM BRUSH PILES!
Please place at curb away from fire hydrants, utility poles and other obstructions.

Brush includes:
household waste, tree trimmings no larger than 3" in diameter and 8' long.

Bulk includes:
furniture, chairs, large cartons, appliances or similar materials.

NO bags, tires, cleaning debris, poles, household hazardous waste, construction, and demolition, remodeling debris or items contractor yard debris, or any type of porcelain-like materials.

For More Information:
www.lyncburgva.gov/public-works
Citizens First: 866-CITY
Scan QR Code!



Large Card (4.75" x 13")



TRASH CART GUIDELINES

- Please do not overload the trash cart's maximum capacity:
32-gallon cart.....100 lbs.
64-gallon cart.....200 lbs.
- Do not place hot ashes, liquids, construction debris or rocks in the trash cart.
- Avoid placing trash carts where access will be blocked by parked cars.
- Keep at least three (3) feet between the trash cart and any brush/bulk items that have been set out for collection.
- For collection, face the cart towards the street, pointing in the same direction as the embossed arrow on the top of the cart's lid. Then, move the trash cart to the curb or edge of the roadway.
- If you have more trash than your cart can contain with the lid closed, please use a prepaid blue bag for the excess trash. These bags can be purchased at most convenience and grocery stores.
- If the trash cart is damaged, if you need to switch cart sizes, or if you have questions, please call the Citizens First Information Center at (434) 856-CITY (2489).

CORRECT WAY TO SET OUT TRASH CART



INCORRECT WAY TO SET OUT TRASH CART



For More Information:
www.lyncburgva.gov/public-works
Citizens First: (434) 856-CITY (2489)
Scan QR Code!



BRUSH AND BULK GUIDELINES

Please follow the schedule below regarding your brush and bulk collection week. Remember, we will make a sweep through your neighborhood sometime during your scheduled week. Please place your items at the curb no earlier than the 7:00 p.m. the Saturday before your scheduled collection and no later than 7:00 a.m. on the Monday of your scheduled collection.

TRASH COLLECTION DAY	BRUSH AND BULK PICKUP WEEK
Monday	1st FULL* week of the month
Tuesday	2nd week
Wednesday	3rd week
Thursday	4th week

* FULL WEEK: Full seven-day week

Monday Trash Collection - Brush and bulk will be collected in your neighborhood the **first full** week of the month.

Tuesday Trash Collection - Brush and bulk will be collected in your neighborhood the **second** week of the month.

Wednesday Trash Collection - Brush and bulk will be collected in your neighborhood the **third** week of the month.

Thursday Trash Collection - Brush and bulk will be collected in your neighborhood the **fourth** week of the month.

Friday - No trash collection.



ITEMS ALLOWED FOR BRUSH COLLECTION

Yard or debris waste, tree trimmings no larger than 3" in diameter and 8' long.



ITEMS NOT ALLOWED FOR BRUSH COLLECTION

NO stumps, land clearing debris, pallets, landscape timbers, leaves, commercial or contractor cuttings or bags with yard debris of any type.



ITEMS ALLOWED FOR BULK COLLECTION
Furniture, tables, chairs, large cartons, appliances and similar materials.



ITEMS NOT ALLOWED FOR BULK COLLECTION

NO bags, tires, household hazardous waste, construction and demolition materials, remodeling debris or items containing glass or porcelain materials.

PLEASE KEEP YOUR BRUSH AND BULK ITEMS SEPARATED.

Place at curb away from fire hydrants, utility poles and other obstructions.



Newspaper Holiday Ad Sample

*Lynchburg Municipal Offices
will be CLOSED on
Monday, September 2
in observance of
LABOR DAY.*

Trash will be collected following
the NORMAL schedule.

*Concord Turnpike Convenience Center Hours:
Open Tuesday - Saturday, 8:30 a.m. - 4:00 p.m.
Closed every Monday*

Call Citizens First Info Center at
856-CITY(2489) for more information.


DEPARTMENT OF
Public Works
www.lynchburgva.gov

 **BE BART SMART TIP:**
Trash collection changes begin
October 1. Look for the information
in your utility bill this month.



Closing

Questions?

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **August 11, 2020**

AGENDA ITEM #: **3**

CONSENT:
ACTION:

REGULAR:
INFORMATION: **X**

WORK SESSION: **X**

CLOSED SESSION:
(Confidential)

ITEM TITLE: Revenue Update

KEY ELEMENTS:

☐ Economic Development ☒ Excellent Government ☐ Natural and Built Environment ☐ Safe Community ☐ Vibrant Community

RECOMMENDATION: Receive an update on the revenue collections received in several key City revenue sources and a report on utility disconnects.

SUMMARY: Several key Adopted FY 2020 revenue sources were revised to reflect the anticipated economic impacts due to the COVID-19 pandemic; revenue collections are updated through June 30, 2020. This report is updated to include utility accounts subject to disconnect.

PRIOR ACTION(S): Rebalancing the Adopted FY 2020 General Fund Budget Due to Economic Impact of COVID-19, City Council, April 14, 2020.

FISCAL IMPACT: As noted.

CONTACT(S): Donna Witt, Chief Financial Officer, 455-3968

ATTACHMENT(S): COVID-19 FY 2020 Revised Revenue General Fund Operating Budget Monthly Update

REVIEWED BY: bms

094A



COVID-19 FY 2020 Revised Revenue General Fund Operating Budget and Utility Disconnects Monthly Update

City Council
August 11, 2020



COVID-19 FY 2020 Revised Revenue Monthly Update

	Revised FY 2020	Actual Collections FY 2020	Variance to Revised Budget FY 2020
Net Real Property	\$60,338,212	\$60,650,828	\$312,616
<i>Real Property</i>	<i>\$62,125,204</i>		
<i>Allowance for Uncollectible Real Property</i>	<i>(\$1,786,992)</i>		
<i>% Allowance for Uncollectible Real Property</i>	<i>3.0%</i>		
Net Personal Property - local portion ¹	\$18,051,339	\$19,457,279	\$1,405,940
<i>Personal Property - local portion</i>	<i>\$18,625,000</i>		
<i>Allowance for Personal Property - local portion</i>	<i>(\$573,661)</i>		
<i>% Allowance for Uncollectible Personal Property - local portion</i>	<i>3.1%</i>		
Net Business License Tax	\$7,988,490	\$8,998,858	\$1,010,368
<i>Business License Tax</i>	<i>\$8,876,651</i>		
<i>Allowance for Uncollectible Business License</i>	<i>(\$888,161)</i>		
<i>% Allowance for Uncollectible Business License</i>	<i>10.0%</i>		
Motor Vehicle Licenses	\$1,259,385	\$1,530,142	\$270,757

¹ Net of \$1,911,884 collected for FY 2021 prepaid second installment of Personal Property tax.

Note: Actual collections revised as of June 30, 2020.



COVID-19 FY 2020 Revised Revenue

Monthly Update *(continued)*

	Revised FY 2020	Actual Collections FY 2020	Variance to Revised Budget FY 2020
Local Sales and Use Tax	\$15,567,411	\$16,546,773	\$979,362
March	1,386,161	1,295,372	(90,789)
April	966,446	1,266,401	299,955
(Anticipated receipt of payment July 15th) May	1,050,243	1,327,344	277,101
(Anticipated receipt of payment August 15th) June	998,310	1,479,283	480,973
Meals Tax	\$13,253,905	\$13,702,222	\$448,317
March	1,140,782	935,569	(205,213)
April	541,194	802,509	261,315
May	559,001	883,043	324,042
(Meals Tax for June due by July 20th) June	937,637	1,007,850	70,213
Lodging Tax	\$2,107,532	\$2,346,356	\$238,824
March	120,725	170,886	50,161
April	11,361	60,603	49,242
May	16,061	97,386	81,325
(Lodging Tax for June due by July 20th) June	67,797	125,893	58,096
Amusement Tax	\$626,614	\$624,430	(\$2,184)
March	40,975	32,690	(8,285)
April	0	1,332	1,332
May	0	979	979
(Amusement Tax for June due by July 20th) June	0	5,772	5,772

Note: Actual collections revised as of June 30, 2020.



Utility Accounts Subject to Disconnect

- Total Number of Accounts Past Due - 1,036 (\$183,097) across the Water, Sewer, and Stormwater funds
 - Residential Accounts 990 (\$151,970)
 - Non-Residential 46 (\$31,127)
- Total Number of Accounts Past Due Balance \$100.00 or Greater 534 (\$151,715)
- Accounts by Ward
 - Ward 1: 108 past due (3.7% non-residential)
 - Ward 2: 584 past due (8.22% non-residential)
 - Ward 3: 160 past due (10% non-residential)
 - Ward 4: 184 past due (7.61% non-residential)



CDBG-COVID Funds

- \$75,000 Community First-Rent and Utilities Assistance (Miriam's House)
 - \$170,000 Emergency Housing and Utility Assistance (Lynchburg Community Action Group)
 - \$40,000 Safe at Home Emergency Assistance (Interfaith Outreach)
- \$285,000 Total**



Future of Utility Disconnects

- To be determined based on the number of COVID cases in Lynchburg;
- Proposed legislation for the August Emergency General Assembly Session which may require us to have a two year payback period, and;
- The Virginia Department of Health taking action to prevent cutoffs.



Questions, Comments, Observations

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **August 11, 2020**

AGENDA ITEM #: **4**

CONSENT:
ACTION: **X**

REGULAR:
INFORMATION:

WORK SESSION: **X**

CLOSED SESSION:
(Confidential)

ITEM TITLE: Approval of Appointment of the New City Manager

KEY ELEMENTS:

☐ Economic Development ☒ Excellent Government ☐ Natural and Built Environment ☐ Safe Community ☐ Vibrant Community

RECOMMENDATION: Adopt a resolution approving the appointment of the new City Manager and employment agreement.

SUMMARY: Following a nationwide search, City Council has chosen a new City Manager. Council needs to adopt the attached Resolution formally appointing the preferred candidate to the position of City Manager effective September 1, 2020 and approving their employment agreement.

PRIOR ACTION(S): None

FISCAL IMPACT: As noted in employment agreement

CONTACT(S): MaryJane Dolan, Mayor, 434-455-3990

ATTACHMENT(S): Resolution

096A

A RESOLUTION TO APPOINT _____ AS THE CITY MANAGER OF THE
CITY OF LYNCHBURG, VIRGINIA

RESOLUTION:

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

1. That _____, effective September 1, 2020 is hereby appointed as the City Manager of the City of Lynchburg, Virginia.
2. That the contract dated the same date as the adoption date of this Resolution, being specific to the appointment and/or employment of _____ as the City Manager of the City of Lynchburg, Virginia, is hereby accepted and explicitly incorporated herein by reference.
3. That the Mayor of the City of Lynchburg, Virginia is hereby authorized to execute the said contract on behalf of the said city and/or this council as applicable, and is further authorized to execute any and all other documents necessary to finalize such appointment and/or employment with the said city.
4. That this resolution shall become effective upon its adoption.

Adopted:

Certified:

Interim Clerk of Council

June 1, 2020

// A special meeting of the Council of the City of Lynchburg was held on the 1st day of June, 2020 at 4:00 p.m. in the Council Chamber, City Hall, Treney Tweedy, President, presiding. The following members were present:

Present: Mary Jane Dolan, J. Randy Nelson, E. J. Turner Perrow, Sterling A. Wilder, Beau Wright

(by telephone), Treney Tweedy 6

Absent: Jeff Helgeson 1

// The special meeting was called to order. Councilmember Perrow noted that Councilmember Helgeson expressed that this meeting is in violation of our rules of procedure. Councilmember Perrow made a motion to suspend the rules of procedure, specifically 2.2b which regards the 12-hour notification. His motion is to temporarily suspend those rules until this meeting is adjourned. Councilmember Nelson seconded the motion. Councilmember Perrow noted that Councilmember Helgeson is right in that we need to follow our rules of procedure. Council's rules of procedure allow them to suspend them. He thinks this is obviously a case when that should be done. Councilmember Nelson commented that due to expediency, advance notice that is normally required cannot be complied with and for the sake of the City's safety and welfare he thinks Council needs to move forward. The motion passed by the following vote:

Ayes: Dolan, Nelson, Perrow, Tweedy, Wilder 5

Noes: 0

Absent: Helgeson, Wright (joined later by telephone) 2

Mayor Tweedy noted that according to a recently adopted ordinance, Council needs to vote for Councilmember Wright to be included in the meeting via phone call. Councilmember Wilder made a motion to include him, which was seconded by Councilmember Perrow. Mr. Walter Erwin noted that Council amended its rules of procedure recently with the adoption of an ordinance to allow members to participate electronically, if the other councilmembers feel it is appropriate. The motion passed by the following vote:

June 1, 2020

Ayes: Dolan, Nelson, Perrow, Tweedy, Wilder 5

Noes: 0

Absent: Helgeson, Wright (joined later by telephone) 2

Councilmember Nelson noted that if Councilmember Helgeson has contacted the clerk by phone, he would move that he also be included. The motion was seconded by Councilmember Perrow and passed by the following vote:

Ayes: Dolan, Nelson, Perrow, Tweedy, Wilder 5

Noes: 0

Absent: Helgeson, Wright (joined later by telephone) 2

The Clerk of Council reached Councilmember Wright by telephone and he was added to the meeting.

Ms. Svrcek noted these are indeed extraordinary times and she thanked them for juggling their schedules to deal with this emergency measure. They are being asked to amend and reenact the Code of the City of Lynchburg, 1981, by adding thereto a new section, 27-29 relating to the declaration of curfews in times of emergency. She would also like Council to approve and affirm a local declaration of emergency.

Mr. Erwin explained the state code gives the City Manager the authority to take certain actions during the declaration of an emergency. The section of the state code dealing with a local emergency does not provide for any penalties for violating those directives. That is unlike the directives the governor can issue during a state of emergency where they can be made a misdemeanor offense. The local ordinance they are being asked to adopt today would allow for a citizen to be charged with a misdemeanor offense in the event that the City Manager enacts a curfew. There have been concerns over the past few days that there might be activity that gets out of hand. For the protection of the City, the Police Department has recommended that we impose a curfew. There needs to be an ordinance on the books in order to be able to do so.

June 1, 2020

Councilmember Perrow asked for the ordinance to be amended to allow for gender neutral references (the City Manager, or their designee, as opposed to his designee). Councilmember Perrow has a concern with the increase of executive authority across the Commonwealth and across the nation. In this case, it is an appointed official and not an elected official. We need to be careful about the significant authority this gives the City Manager. He thinks this ordinance is important and would move to adopt the ordinance with the provision of a sunset clause of August 31, 2020. He would like Council to discuss it again at a regular meeting and understand the implications and make an informed decision. At this point though, it is important to put it in place.

Councilmember Nelson would second the motion if it were to have a sunset clause. As this is a heavy responsibility, its creation and continuation should ultimately be the responsibility of the city's elected officials and automatically expire unless expressly extended by City Council. He feels the reasons given at the press conference today compel this ordinance to move forward. Councilmember Wilder and Vice Mayor Dolan were in agreement with the sunset clause. Councilmember Wright noted that he had not had a chance to read the ordinance and did not think it was appropriate for him to vote on it. Councilmembers were in consensus to allow Councilmember Wright to vote in abstention for the reason he stated. Councilmember Wright noted he would abstain and expressed that he trusts them all very much.

Councilmember Wilder is glad they are taking some action and being cautious ahead of anything that might happen in our community. The motion to pass the curfew ordinance passed by the following vote:

Ayes: Dolan, Nelson, Perrow, Tweedy, Wilder	5
Noes:	0
Absent: Helgeson	1
Abstentions: Wright	1

Ms. Svrcek explained that she signed a declaration of emergency on June 1, 2020 and needs to add to it: "I request Council confirm this action June 1, 2020."

June 1, 2020

Councilmember Perrow made a motion to adopt the declaration of a local emergency ordinance as amended. It was seconded by Councilmember Wilder. Councilmember Perrow thanked the City Manager for her diligence and work. He thinks this is the right thing to do. He hopes people can have a calming presence. He hopes the Mayor's words at the press conference today were inspirational to many. He hopes this emergency will cease very shortly. Councilmember Wilder thanked all the City staff that had to work through all hours of the night. We will be stronger as a community because of these situations and we will rise above this. We need to know that we are better than this and we need to do our part to protect our citizens. We need to move the dialogue forward to make sure all voices are heard and there is some action taken following it. Councilmember Wright noted that he would abstain, as he has not seen the ordinance, but is grateful for all of them being there and affording him the opportunity to join by telephone.

The motion passed by the following vote:

Ayes: Dolan, Nelson, Perrow, Tweedy, Wilder	5
Noes:	0
Absent: Helgeson	1
Abstentions: Wright	1

Ms. Svrcek noted that this will be communicated to the public as soon as possible after consultation with the Public Information Officer at the Police Department. Councilmember Nelson noted that at the press conference it was stated that tonight's curfew would be voluntary. He asked the City Attorney if this can be imposed on our citizens with such short notice. Mr. Erwin thinks that legally it can be imposed but citizens could be confused because they thought it was voluntary. It might be difficult to make any conviction of violating the ordinance stick because people could legitimately claim that they were given inconsistent information. Ms. Svrcek said it would be her recommendation to make tonight's curfew voluntary and each day is going to stand on its own. Councilmember Nelson noted he appreciates the integrity of all our first responders and if there is a difficult situation tonight, he believes it will be very well handled.

June 1, 2020

// The meeting was adjourned at 4:30 p.m.

Clerk of Council

These meeting minutes were recorded and transcribed by Robin Craig while serving as the Clerk of Council; however, due to her unavailability, they were not signed or certified by Mrs. Craig.

Interim Clerk of Council

June 3, 2020

// A special meeting of the Council of the City of Lynchburg was held on the 3rd day of June, 2020 at 10:00 a.m. in the Council Chamber, City Hall, Treney Tweedy, President, presiding. The following members were present:

Present: Mary Jane Dolan, Jeff Helgeson, J. Randy Nelson, E. J. Turner Perrow (by telephone)
Sterling A. Wilder, Beau Wright (by telephone), Treney Tweedy 7

Absent: 0

// The special meeting was called to order at 10:10 a.m. Mayor Tweedy noted this is to reconsider two items brought to Council on June 1, 2020. Today's meeting has been called due to Councilmember Helgeson's allegation that the specially called meeting on June 1, 2020 was not a legally called meeting under Council's Rules of Procedure. She requested the City Attorney address them on this matter. First, Councilmember Nelson made a motion to allow Councilmembers Perrow and Wright to participate in the meeting by phone. The motion was seconded by Councilmember Wilder and passed by the following vote:

Ayes: Dolan, Helgeson, Nelson, Tweedy, Wilder 5

Noes: 0

The Clerk of Council stated that Councilmembers Perrow and Wright were present by phone. Mr. Erwin stated that he does not believe the meeting on Monday was an unlawful meeting. The Virginia Freedom of Information Act does not require any type of special notice for a special meeting. It says notice of the meeting shall be reasonable under the circumstances. City Council's Rules of Procedure do state that Councilmembers will be given 12 hours' written notice prior to the meeting, but City Council's Rules of Procedures are not laws. They have been adopted to promote the efficient operation of City Council business. The Virginia Supreme Court has said that failure to conform to parliamentary procedure will not invalidate an action if the requisite number of the public body is present and vote. We had a majority present and a majority voted on June 1, 2020. In addition, the Rules of Procedure allow City Council to amend or suspend the Rules of Procedure whenever a majority of Council decides to do so. That is exactly what the majority of Council did at its special meeting. Given the issues discussed, he thinks it is

June 3, 2020

prudent for Council to reconvene today and to readopt this ordinance to put that issue to rest so there will be no confusion among our citizens.

Mayor Tweedy asked for a motion to reconsider the ordinance to amend and reenact the Code of the City of Lynchburg, 1981 by adding thereto a new Section Number 27-29 relating to the declaration of curfews in times of emergency and reaffirm the June 1, 2020 declaration of a local emergency. Councilmember Nelson made that motion and it was seconded by Councilmember Helgeson. Councilmember Helgeson said he appreciated a lengthy discussion he held with Councilmember Nelson wherein they discussed the problems of having a Special Meeting where the governing body set law for 82,000 people in the City. He stated that we do not just meet ad hoc or “willy-nilly.” Council duly adopted Rules of Procedure and it was done intentionally and unanimously several years ago. He got an email with an hour and twenty minutes’ notice of a meeting on something that is pretty important for the citizens of the City. He assumed the meeting would be done according to our Rules of Procedure and he was really disappointed that it was not. He thanked Councilmember Nelson for having the courage and conviction to understand that this is uncharted territory and we do not take it lightly. Council should follow its Rules of Procedure before convening a meeting and before suspending its Rules of Procedure. He is happy to support this motion so we can rescind the vote that was cast on June 1 and debate the issue of the curfew going forward.

Councilmember Wilder is thankful for the City Attorney who gives them the guidance and the wisdom they need to navigate this situation. He appreciates the forty years of service the attorney has given to this City.

Councilmember Nelson stated he also has great confidence and faith in the City Attorney’s opinion as there is one Virginia Supreme Court case that articulates his rationale and there are cases in other states that do the same. However, Councilmember Nelson pointed out that a crafty defense attorney could find an arguable basis to challenge any arrests that may arise from a detention that was prompted by or during a curfew violation. Rather than take the chance of facilitating protracted litigation from such a scenario, he would rather “push the pause button” and have a redo as to what we intended on June 1st.

June 3, 2020

Councilmember Perrow said he agrees with Mr. Erwin and Councilmember Nelson and feels that everything done on June 1 was proper. The notice they were given of today's meeting was in violation of Council's Rules of Procedure because it was a motion to reconsider without having a motion to reconsider on the table. He is happy to support the motion and noted it was exactly the procedure Council followed at its meeting on June 1, 2020. Following the logic that Monday's meeting was outside the Rules of Procedure, today's meeting would be as well. It is not accurate that Monday's meeting was illegal because we were within our rules and within the law of the Commonwealth. We need to move forward. He said he was not able to stay for the remainder of the meeting because he had a prior scheduled meeting. The motion to reconsider passed by the following vote:

Ayes: Dolan, Helgeson, Nelson, Perrow, Tweedy, Wilder, Wright 7

Noes: 0

The second item on the agenda is a motion to amend and reenact the Code of the City of Lynchburg, 1981 by adding thereto a new Section Number 27-29 relating to the declaration of curfews in times of emergency. The City Attorney indicated this would allow the City Manager to implement a curfew and add any additional exemptions that might not be set forth in the ordinance. It has a sunset provision for August 31, 2020, but does not mean that the declaration of a curfew will stay in effect until then. The City Manager can end it at any time by a declaration and will be evaluating it daily. The sunset clause is to take it off the books until Council can discuss it length and decide if they would like to keep it on a permanent basis. Ms. Svrcek clarified that the ordinance will be in effect until the curfew is either reconsidered or expires.

Councilmember Wright stated he understands the decision as to whether or not to enact the curfew would be considered on a daily basis by the City Manager and the Chief of Police. Councilmember Wright noted that the unknown of the sunset date of August 31, 2020 is disconcerting for people. He would suggest they have the sunset date of this upcoming Tuesday, June 9, 2020, when City Council can revisit it at its normal City Council meeting and made that as a motion. Councilmember Helgeson seconded the motion.

June 3, 2020

Councilmember Wright noted he wants the community to know they are listening and will consider this as a body at their regular meeting on June 9. Councilmember Helgeson noted he seconded the motion because it is more of a reasonable conversation than having it not sunset for months. He thinks there are lots of things in the ordinance that they need to discuss and they should think collectively about the whole ordinance. Giving unfettered executive power allows for more. It is their responsibility to put in place good policy and not policy that is crafted quickly. The restaurants have been waiting to open for month as well as gyms and the hours of the gym will not meet the curfew. They all want their citizens to be safe. The shorter we have this curfew the better because these things are hurtful for our community.

Councilmember Helgeson noted one of the exemptions is for City employees. Lots of times government makes laws and for some reason, it is exempt. He does not like that at all. Restaurants are at a 50 percent capacity per the governor's order and now we are saying they have to close at 8:00 p.m. He thinks they can all agree because we all want what is best for our City. He understands how they want to protect but let us do it wisely and use judicious prudence and ask for wisdom. Obviously no one likes this violence but let us not hurt the law abiding because of the bad.

Councilmember Nelson noted that it was often said in law school classes that "hard cases make bad law." When you are reacting to something this is revulsive and overwhelming, you are not able to so carefully think through all the secondary consequences. Council passed an ordinance in about 14 hours. In the luxury of reflection and deeper concentration, he believes that changes to the ordinance are appropriate. A curfew restricts certain fundamental constitutional rights, such as the freedom of movement and the freedom of assembly. Restrictions seeking to remedy an emergency situation needs to be narrowly constructed and very restrictively applied. He would suggest the time of this curfew be restricted to those hours of actual darkness and would suggest the curfew start at 9:00 p.m. The Clerk of Council clarified for Councilmember Wright that Councilmember Nelson would like him to consider a friendly amendment to narrow the span to 9:00 p.m. to 6:00 a.m. Mr. Erwin stated the ordinance does not contain a time limit but they can certainly add it. The City Manager has the authority to amend the time limits. Councilmember Nelson would the ordinance to narrow the burden as much as possible and it should be related to those times when persons may use the cover of darkness to assist them in misbehaving. Councilmember

June 3, 2020

Wright agreed with Councilmember Nelson that the authority to set the time limit of the curfew should not be up to the City Manager.

Councilmember Wilder noted that it might not have been clear to persons that the curfew would be evaluated daily and did not have to last until August 31, 2020. He appreciates they can look at it again at their June 9, 2020 meeting. Chief Zuidema indicated that the curfew did help them manage some of the challenges they experienced last night and he does think it is necessary. They are constantly monitoring intelligence and also in contact with law enforcement in other communities. He is not advocating a curfew indefinitely and does not take lightly the impact this has on the community. He was comfortable with changing the beginning time of the curfew to 9:00 p.m. because most of the nefarious activity they have been seeing has been happening after dark. The police are not doing stop checks and are giving a warning first. They want to educate first and foremost. The curfew serves as a tool and helps the public understand the gravity of the situation. Councilmember Wilder commented that he relies on the judgment of the police department. He is thankful for those putting their lives on the line in order to maintain calm.

Vice Mayor Dolan indicated she would support the 9:00 p.m. start time and the June 9 date to reconsider the curfew ordinance. This is all about the safety of our citizens and we need to do whatever we need to do.

Ms. Svrcek noted there is a list of frequently asked questions regarding the curfew on the City's website. At the end of the day, they want people to exercise common sense and good judgment.

Councilmember Helgeson said their job is not to just acquiesce their elected responsibility to experts. He appreciates their advice and they take their guidance coupled with the citizens they represent. He would suggest they change the end time to 4:30 a.m. because some of the gym classes start at 5:00 a.m.

Leaving decisions to control people up to experts or nonelected people can cause trouble.

Councilmember Wright indicated he would accept the end time of 4:30 a.m. as a friendly amendment. He would like them to move to a vote as his phone is losing power.

Mayor Tweedy noted Lynchburg is not immune to unrest or injustice. We want to save lives of our citizens who are also customers. We want to save the lives of our officers. We want to save our businesses,

June 3, 2020

which are the investment of people in our town. She noted that none of them as elected officials were out there on Sunday night standing with the officers. We want to use our power to speak for our citizens but we also have to use common sense in a time of crisis. She would defer to the police chief and is not for changing the time so people can go to the gym at 5:00 a.m. Protesting is not isolated to a few blocks. There is a whole communication network out here that we do not know about as good law abiding citizens. If we are going to second guess the police chief, she needs some applications for what they do and that includes councilmembers and those they represent. We are either in this together or divided we fall. This is about life and the blood, sweat and tears people have poured into their businesses and they want to save and secure both. She would call for a vote on the motion of a 9:00 p.m. start time and 6:00 a.m. end time. She made that as a friendly amendment and Councilmember Wright said he is not as concerned about the end time.

Mr. Erwin said the Rules of Procedure do not address friendly amendments and Robert's Rules of Order do not accept friendly amendments. Once a motion is on the table, it cannot be tweaked unless there is consensus to do so. Once a motion is made, it belongs to the entire body and the entire body votes. Council's Rules of Procedure allow for a member to make one substitute motion. Mayor Tweedy made a substitute motion for the hours to be 9:00 p.m. to 6:00 a.m. Vice Mayor Dolan seconded the motion. Councilmember Wilder asked Mayor Tweedy if she would accept 5:00 a.m. and she did not wish to do so. Councilmember Nelson wants the time tied to when it becomes dark and when it becomes light. Tomorrow's sunrise is 5:56 a.m. He would not object to 5:30 a.m. Mayor Tweedy said she is erring on the side of public safety. Councilmember Helgeson does not think the people that want to destroy property are going to set their alarm to get up and do so. He would like to think about some of the gyms that have classes that start at 5:00 a.m. He would like to make some other tweaks to the ordinance and Mayor Tweedy clarified they are voting on the entire ordinance as written with the exception of adding a start time of 9:00 p.m. and end time of 6:00 a.m. and the sunset date of June 9, 2020. Mr. Erwin clarified that the first motion they need to vote on is to replace the original motion, which would have had the hours being 9:00 p.m. to 4:30 a.m. The motion passed by the following vote:

Ayes: Dolan, Tweedy, Wilder, Wright

4

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Noes: Helgeson, Nelson 2

Absent: Perrow 1

Mr. Erwin clarified that they are now voting on the motion made by Mayor Tweedy and seconded by Vice Mayor Dolan to approve the entire ordinance with a sunset date of June 9, 2020 and the hours being 9:00 p.m. to 6:00 a.m. Councilmember Helgeson wanted to discuss this motion some more and Mr. Erwin clarified that Council has discussed this for more than thirty minutes and a motion to call to question is in order without further discussion. Councilmember Nelson deferred to Councilmember Helgeson.

Councilmember Helgeson wanted child custody transfers to be added to the list of exceptions.

Councilmember Nelson stated that writing into the ordinance all sorts of detailed exceptions opens it up for abuse and would make it very difficult for the police to enforce. In his experience, parents are not generally transferring custody of their children during these early morning hours and Council can discuss this in more detail next week. The motion passed by the following vote:

Ayes: Dolan, Nelson, Tweedy, Wilder, Wright 5

Noes: Helgeson 1

Absent: Perrow 1

Mr. Erwin explained that the Virginia Supreme Court has said that it is appropriate for a governing body to give local officials the authority to administer ordinances. The court has said it is not possible for a governing body to spell out every detail in an ordinance. It is appropriate to give considerable discretion to the officials that are charged with administering ordinances as long as there are reasonable guidelines in place to guide those officials. He thinks this ordinance does that and we have to simply trust our City officials.

Council then considered the reaffirmation of the June 1, 2020 declaration of local emergency. Ms. Svrcek wants to be clear that bringing the curfew ordinance to Council was not taken lightly or "willy-nilly." It was brought to them after consultation with the City Attorney and the Chief of Police after a very serious incident of civil unrest. She cannot have police officers injured and the allegation that she is making

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decisions lightly is unfair and unfounded and very difficult to sit here and take. She appreciates their tweaking of the ordinance as this is unprecedented times with no play book. She certainly understands the impact of the curfew on so many individuals. It is her responsibility to protect the citizens, employees and law enforcement officials. Her heart is very heavy with each difficult decision brought before her, particularly when our public safety personnel are being injured and attacked. That is the reason she declared a local emergency on June 1, 2020.

Councilmember Nelson made a motion to reaffirm this declaration, which was seconded by Councilmember Wilder. Councilmember Helgeson asked for clarification that this is another declaration of emergency on top of the one declared in March 2020 for the coronavirus. Ms. Svrcek said he is correct that they are under two declarations of emergency. We are in an unprecedented time when we have not experienced a declaration of local emergency for two local emergencies. Councilmember Helgeson noted that we have an ordinance that requires citizens to be penalized for a false alarm. We penalize them and charge them when they pull the alarm when there was no fire.

He is wondering if the local emergency declared for the pandemic is going away before this new one is enacted. It takes the power from them having open meetings with transparency. It turns it from the legislative branch that discusses it to the executive branch that acts. He thinks they have had more than six people in the hospital with other illnesses in the past. He wants to give public safety all the tools that he can give them while representing our citizens' constitutional rights. We had an isolated instance of a protest that turned into a riot. He hopes this will be rescinded quickly so we can allow our citizens to get back to freedom.

Councilmember Nelson expressed his appreciation to all of City staff that directed its time and effort toward what is certainly a unique time and circumstance. He stated that there is a rule book and it is the U.S. Constitution. Any restriction of on a fundamental constitutional liberty has to be narrowly drawn and allow the least restrictive imposition on those fundamental liberties. He thinks what City Council is doing here, by putting the times into the ordinance, allows us to do that. The motion passed by the following vote:

June 3, 2020

Ayes:	Dolan, Nelson, Tweedy, Wilder	4
Noes:	Helgeson	1
Absent:	Perrow, Wright (was no longer able to participate by phone)	2

Chief Zuidema said last night there was a peaceful protect, which may speak to the fact that some of the actions Council and staff have been taking are helping. They have continued to make arrests stemming from criminal actions on Sunday and Monday night. Councilmember Helgeson noted he appreciates the arrests that are being made and he hopes for the protection of our citizens and personal property that the criminals are arrested. The Chief and City Manager believe the curfew needs to remain in effect tonight with the hours of 9:00 p.m. and 6:00 a.m.

// The meeting was adjourned at 11:50 a.m.

Clerk of Council

These meeting minutes were recorded and transcribed by Robin Craig while serving as the Clerk of Council; however, due to her unavailability, they were not signed or certified by Mrs. Craig.

Interim Clerk of Council

June 18, 2020

// A special meeting of the Council of the City of Lynchburg was held on the 18th day of June, 2020, at 12:00 P.M. in the Council Chamber, City Hall, Treney Tweedy, President of Council, presiding. The purpose of the meeting was to declare June 19, 2020, otherwise known as Juneteenth, as an observed holiday. The following members were present:

Present: E.J. Turner Perrow, Treney Tweedy, MaryJane Dolan, Sterling Wilder,	
Beau Wright	5
Absent: Jeff S. Helgeson, J. Randy Nelson	2

// Councilmember Perrow explained action that had recently been taken at the state level, with other localities following suit, announcing Juneteenth as a holiday. According to Lynchburg City's Employee Policies and Procedures, City Council is charged with declaring city holidays. Since Council is not scheduled to meet until June 23, 2020, the special meeting has been called to order. Councilmember Perrow made the motion to suspend the rules and procedures that require a twelve-hour notice in order to conduct a special meeting to carryout City Council business. Vice Mayor Dolan seconded the motion. Councilmember Perrow asked City Attorney Walter Erwin to clarify whether City Council had a quorum to vote. Mr. Erwin stated that Council needed just four members to vote. With no other discussion, the motion was passed with the following vote:

Ayes: Wilder, Wright, Perrow, Dolan, Tweedy	5
Noes:	0
Absent: Helgeson, Nelson	2

// Mayor Tweedy read aloud the resolution declaring June 19, 2020 as a paid holiday. Councilmember Wilder made a motion to approve the resolution, seconded by Councilmember Wright. Councilmember Wilder stated he thought it was fitting that Lynchburg follow suit with the state and other localities in observing Juneteenth. Councilmember Wright wanted to clarify that Council taking any action now, would not diminish the hard work that other organizations such as, The Academy Center of the Arts, Red Cross, the NAACP, and the Virginia University of Lynchburg have been doing to celebrate and honor Juneteenth. He continued stating it is past time to recognize this holiday and doing so will help Lynchburg become a more equitable community. Councilmember Wright also acknowledged that Council is only

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voting to observe Juneteenth in the calendar year 2020; however, he feels it should be a holiday added to the regularly observed roster going forward. He further explained that Lynchburg's past as being a former slave holding town, which practiced its own severe form of Jim Crow, citing the filled in pool at Riverside Park, and the Rosenwald-funded Megginson School, has a very lasting, very real effect on the community.

Councilmember Perrow wanted to thank William "Buck" Sydnor, Interim Executive Director of the Lynchburg Regional Housing Authority, for bringing this item to Council's attention.

Mayor Tweedy called for the voice vote in order to relieve a Councilmember who originally needed to leave early, but wound up staying the entirety of the meeting, and asked to reserve her comments until after the vote. There was no objection from Council, and the motion passed with the following votes:

Ayes: Wilder, Wright, Perrow, Dolan, Tweedy	5
Noes:	0
Absent: Helgeson, Nelson	2

Mayor Tweedy wanted to recognize Phyllistine Mosley and many others who have been working for the past twenty years to honor Juneteenth in Lynchburg, Virginia. Mayor Tweedy thanked fellow Councilmembers, the city administration, and the community stating that moving forward, Lynchburg's vision of unity is truly clear.

// Before the meeting was adjourned, Mr. Erwin offered the following item for Council to consider. The Freedom of Information Act, which regulates public meetings, does not have a requirement for a twelve-hour notice to call a special meeting. Mr. Erwin cautioned Council to consider safeguarding its future proceedings in the event Council may need to get together on short notice to act. He suggested that at its organizational meeting on July 1, 2020, when Council readopts its rules and procedures to set forth its schedule for regularly held meetings, that Council consider amending the rules and procedure that requires a twelve-hour notice. He suggested the following the language of the Freedom of Information Act

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that states a governing body will attempt to give a twelve hour notice, but it is not mandatory and the only mandatory notice will be the one that is reasonable under the circumstances.

// The meeting was adjourned at 12:12 p.m.

Interim Clerk of Council

June 30, 2020

// The Swearing-in Ceremony took place on the 30th day of June, 2020, at 10:00 A.M. The Honorable Circuit Court Judge F. Patrick Yeatts presided over the official swearing-in of Lynchburg City Council Members:

MaryJane Tousignant-Dolan, Ward I

Sterling A. Wilder, Ward II

Jeff S. Helgeson, Ward III

Chris Faraldi, Ward IV

// The meeting was adjourned at 10:05 A.M.

July 1, 2020

// A special meeting of the Council of the City of Lynchburg, was held on the 1st day of July, 2020, at 10:00 A.M. in the Council Chamber, City Hall, Robin Craig, Clerk of Council, presiding. The purpose of the meeting was to elect City Council officers. The following members were present:

Present: Jeff S. Helgeson, J. Randy Nelson, Treney Tweedy, MaryJane Dolan, Sterling Wilder,	
Beau Wright, Chris Faraldi	7
Absent:	0

// The Clerk of Council declared nominations were in order for the Office of President of Council, who will serve as ex-officio Mayor of the City of Lynchburg for a two-year term ending June 30, 2022.

Councilmember Nelson nominated Councilmember Tweedy.

Councilmember Helgeson nominated Councilmember Nelson.

Councilmember Tweedy nominated Councilmember Dolan.

Discussion over the merits of each nominee ensued. Councilmember Nelson commented on the many successes and achievements of the City of Lynchburg over the years, but made note of our recent unique and problematic challenges. He continued by citing the impending retirement of City Manager Bonnie Svrcek and noted the lack of time to fully acclimate the next City Manager. He nominated Councilmember Tweedy because she is an experienced Mayor who will be an asset to a new City Manager. He commended her leadership during the public health emergency and recent civil unrest that befell the City, and spoke of her acclaimed positive presence in the community.

Councilmember Helgeson spoke of the merits of his nomination, Councilmember Nelson. In its recent past, City Council has lacked a certain unity, brought on by spirited debate and reactionary rejoinders from its members. He cited Councilmember Nelson's calm demeanor and bipartisanship as being strong qualities that are well suited for the leadership role as Mayor.

Councilmember Tweedy discussed Councilmember Dolan's experiences that qualify her as Mayor, including: her longtime Lynchburg, Virginia, residency; her 40+ years of being an entrepreneur and a business owner, which provide community investment; and planting herself firmly as a veteran leader

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within the City. Councilmember Tweedy further discussed Councilmember Dolan's time spent avidly volunteering within the community, and spoke highly of her ability to listen to all citizens.

With there being no further nominations, City Council cast their votes by written ballot. Alicia L. Finney, Administrative Associate, received the written ballots and read them aloud, as follows:

Councilmember Wright voted for Councilmember Dolan

Councilmember Nelson voted for Councilmember Tweedy

Councilmember Wilder voted for Councilmember Dolan

Councilmember Tweedy voted for Councilmember Dolan

Councilmember Faraldi voted for Councilmember Nelson

Councilmember Helgeson voted for Councilmember Nelson

Councilmember Dolan voted for Councilmember Dolan

Clerk of Council Craig announced that Council Member Dolan was elected President of City Council.

// Mayor Dolan, who began presiding over the meeting, declared nominations were in order for the Office of Vice President of Council, who will serve as ex-officio Vice Mayor of the City of Lynchburg for a two-year term ending June 30, 2020.

Councilmember Wilder nominated Councilmember Beau Wright

Councilmember Helgeson nominated Councilmember Nelson

Councilmember Wilder discussed Councilmember Wright's assets for candidacy for Vice Mayor. As an at-large member, Councilmember Wright has served on City Council for the past two years and often brings a young perspective to issues. A native to the Lynchburg area, he is a supporter of the community and of the education system. Councilmember Wright has prior experience in federal government and has an extensive background in government finance. He is a proven leader and his service to the community is admirable making him an asset to the municipality as Vice Mayor.

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Councilmember Helgeson discussed the merits of Councilmember Nelson noting that for the reasons he thought him a strong candidate for Mayor, hold true of his nomination for Vice Mayor. He wanted to add that a good balance between Mayor and Vice Mayor is prudent and Councilmember Nelson, in conjunction with the new Mayor, would be able to contribute to that equilibrium.

With there being no further nominations, City Council cast their votes by written ballot. Alicia L. Finney, Administrative Associate, received the written ballots and read them aloud, as follows:

Councilmember Wilder voted for Councilmember Wright

Councilmember Tweedy voted for Councilmember Wright

Mayor Dolan voted for Councilmember Wright

Councilmember Nelson voted for Councilmember Wright

Councilmember Wright voted for Councilmember Wright

Councilmember Helgeson voted for Councilmember Nelson

Councilmember Faraldi voted for Councilmember Nelson

Clerk of Council Craig announced that Councilmember Wright has been elected Vice President of City Council.

// Council discussed Agenda Item #2, to amend, readopt, and reaffirm Council's Rules of Procedures. Mr. Erwin, City Attorney, made a presentation to Council explaining that state law dictates that at its Organizational Meeting, Council must adopt its regular meeting schedule for the upcoming calendar year. Since Council's schedule of meetings is set forth in Council's Rules of Procedure, Council readopts its rules and procedures to reaffirm its meetings for the upcoming year. The other item for consideration is the possibility of amending its rules and procedures that require a twelve-hour notice be given in order to call a special meeting. This topic was originally discussed at the June 18, 2020 Special Meeting. State law and the Freedom of Information Act allows Council to call special meetings as Council deems necessary, and there is no requirement in state code or in the Freedom of Information Act that any specific notice has to be given in a special meeting other than a notice as reasonable under the circumstances. During the past few months, Council felt the need to call several special meetings in order to deal with pressing issues that require Council to get together and for those special meetings it wasn't

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always possible to give twelve hours of advance written notice in order to call the meeting. Council's rules and procedures stated purpose is to allow Council to conduct its business in an efficient and orderly manner and is not intended to make it more difficult for the governing body to carry out its duties. The rules and procedures citing a twelve-hour notice was first added to the City Code in the year 1931, at which time there were no other means but written notice. The Freedom of Information Act, which regulates special meetings, was not in existence at that time. The issue of not giving proper notice of a special meeting continues to come up on a number of occasions, so it has been offered for Council's consideration that Council's rules and procedures be amended to state that while an effort will be made to give a twelve-hour advance notice of a special meeting, twelve hours of advance notice is not required and that the notice that will be given will be one that is reasonable given the circumstances. Mr. Erwin stated that this language is aligned with the Freedom of Information Act for giving notice of a special meeting of a governing body.

Councilmember Helgeson stated that since Council's rules and procedures were adopted over a decade ago that he can appreciate wanting to update them to be consistent with present day. However, all three special meetings that were called into order recently could have been done so with a minimum of a twelve-hour notice. He continued, stating that changing these rules and procedures raises a lot of questions; Council is a deliberative body and not one that governs with an iron fist. Each Councilmember is an elected representative of the citizens and decisions should not be made hurriedly without giving the constituents proper time to weigh in. He compared the June 1, 2020 Special Meeting when the curfew was first discussed, versus the June 3, 2020 Special Meeting when the same issue was discussed but proper notice was given. Councilmember Helgeson cited that Council Chamber was filled with concerned citizens; the same people that Council represents. Having these particular rules and procedures in place regarding the bare minimum of a twelve-hour notice allows for Council to hear from its constituents and actually think through all of the potential negative ramifications of any decisions being made.

Councilmember Helgeson continued stating ample time is prudent for Council to consider the issues and learn of the thoughts of the citizens Council represents. For example, Juneteenth has been on the calendar for many years and had Council talked about making Juneteenth an official Holiday during any

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regularly scheduled meeting where all positions could have thoughtfully been considered, he would have voted in favor. Councilmember Helgeson made a motion to keep these rules and procedures as is.

Councilmember Faraldi seconded the motion citing the importance of City Council's first action in the new fiscal year, be one that helps keep constituents informed. He continued by stating that he would also be in favor of amending the language to include electronic means of a notice, such as text messages or an email message. He also stated that he would be in favor of a shorter timeframe than twelve hours, but since the motion on the floor is to keep the rules and procedures as it currently states, he will second and support the motion.

Councilmember Wilder made a substitute motion, seconded by Councilmember Tweedy, to adopt the amended rules and procedures as they are written. Councilmember Wilder said that these meetings were called to save our City due to the public health crisis and the civil unrest. Both events were emergencies that were currently happening and required a response from City Council. The Chief of Police and the City Manager advised City Council during the special meetings on how to best protect the citizens during both emergencies and Council should feel comfortable taking their direction. Councilmember Tweedy echoed his sentiments, citing public safety and safeguarding business investment as Council's priorities.

Councilmember Nelson prefaced his statements by saying his comments are not directed to the specific meetings that were just called, rather are broader and deal with specific issues such as due process and equal protection of law. The problem that was presented to Council when the special meetings were called was that there was a specifically described period of time that Council had to deal with before they could call a special meeting. On advice of the City Attorney, Council was directed that there was opportunity to wave the rules and procedures. However, in order to wave the rules and procedure, there needed to be a lawful meeting at which there is a quorum to wave those rules and procedures.

Councilmember Nelson continued, stating that if there needed to be a twelve-hour notice, then he questioned whether the meeting held to wave the twelve-hour notice was even valid meeting. Council then resolved that concern the following meeting held on June 3, 2020 by giving proper notice; however, there could be some other situation in the future that Council will need to conduct a special meeting.

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Councilmember Nelson would like Council to have some finding before any other emergency special meeting occurs. Councilmember Nelson made the friendly amendment to the substitute motion on the floor to include the following guidelines: in order to hold a special meeting, a majority of the members of City Council who are physically present at the special meeting must agree that uncommon or unexpected conditions justify holding a special meeting without at least twelve hours advance notice. Vice Mayor Wright supports Councilmember Nelson's friendly amendment.

The first item of business is to vote whether Councilmember Wilder's substitute motion with Councilmember Nelson's friendly amendment becomes the main motion.

Councilmember Helgeson respectfully disagrees with Councilmember Wilder's sentiments stating especially during an emergency, Council needs to take time to think through its actions and cautioned against being reactionary. With no further discussion, the following recorded vote was conducted, and the motion passed:

Ayes: Dolan, Wright, Nelson, Tweedy, Wilder	5
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Noes: Helgeson, Faraldi	2
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// The substitute motion became the main motion and it became appropriate to vote on the rules and procedures as it has been discussed. According to state law, Council must readopt their rules and procedures at its organizational meeting to set forth the calendar for the next year. Mr. Erwin offered to work on the new language of the rules and procedures and insert it into the resolution. The motion passed by the following recorded vote:

Ayes: Dolan, Wright, Nelson, Tweedy, Wilder	5
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Noes: Helgeson, Faraldi	2
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// In the matter of Parking, Agenda Item #3, Mr. Dave Malewitz, Director of Parking Management, briefly discussed Council's options for a parking permit. Council has the option to include a rearview mirror hanging tag, a window decal, or provide Parking Management with their make/model/license plate

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number for Parking Enforcement to have programmed into their systems. Councilmembers decided that they would prefer the latter option.

// The meeting was adjourned at 10:55 a.m.

Interim Clerk of Council

July 14, 2020

// A regular meeting of the Council of the City of Lynchburg was held on the 14th day of July, 2020, at 1:30 P.M. in the Council Chamber, City Hall, MaryJane Dolan, President, presiding. The following Members were present:

Present: MaryJane Dolan, Beau Wright, Jeff S. Helgeson, J. Randy Nelson,

Treney Tweedy, Sterling A. Wilder, Chris Faraldi

7

Absent:

0

// In the matter of Announcements, Agenda Item #1, Mayor Dolan announced that pursuant to Section 2.2-3712(B.) of the Code of Virginia, the Lynchburg City Council will be holding closed meetings at an undisclosed location within the following fifteen days for the purpose of interviewing candidates for the position of City Manager.

// In the matter of Roll Call, Agenda Item #2, Councilmember Faraldi had no items. Councilmember Wilder attended an event the previous weekend depicting the history of free and enslaved individuals at Point of Honor. He thanked staff members of the museum for a wonderful event. Councilmembers Tweedy and Nelson had no items. Councilmember Helgeson referenced an economic impact study conducted by POLICOM Corporation that ranked the economic strength of metropolitan statistically areas. He noted that Lynchburg is at its lowest ranking we've been at over the past several years. Councilmember Helgeson cited this as an opportunity for the City to reevaluate its current strategy by identifying the driver of this downgrade. Secondly, Councilmember Helgeson mentioned his concern over the Standards of Quality of education that students will be receiving in the impending school year as classrooms reopen for in-person lessons two days a week. He would like Council to be thinking of options to help ease this stress, whether it be a push to reopen, more choices for students such as voluntary in-person five days a week setting, or a refund to tax-payers who are not receiving a certain Standard of Quality of education. Councilmember Tweedy followed Councilmember Helgeson's roll call item commenting that her preference would be to defer to the school system and the planning they are doing with the state in regards to keeping students, faculty, and staff safe. She cautioned that when we push for options, we

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push toward trouble. Vice Mayor Wright had no roll call items. Mayor Dolan spoke about the Community Listening Sessions conducted by the Lynchburg Police Department and encouraged members of the community to attend these events citing the opportunity to voice opinions about the Lynchburg Police Department. The schedule is as follows: Wednesday, July 15, 2020, from 6:00 p.m. to 8:00 p.m. at Daniel's Hill Center, 317 Norwood Street; Wednesday, July 22, 2020, from 6:00 p.m. to 8:00 p.m. at College Hill Center, 811 Jackson Street; Wednesday, July 29, 2020, from 6:00 p.m. to 8:00 p.m. at Jubilee Center, 1512 Florida Avenue; and Thursday, August 6, 2020, from 6:00 p.m. to 8:00 p.m. at Miller Park, 301 Grove Street.

// The meeting was recessed at 1:39 p.m.

// City Council reconvened the meeting at 7:30 p.m. The following Members were present:

Present: MaryJane Dolan, Beau Wright, Jeff S. Helgeson, J. Randy Nelson, Treney Tweedy,

Sterling A. Wilder, Chris Faraldi 7

Absent: 0

Vice Mayor Wright gave the Invocation, followed by the Pledge of Allegiance.

// In the matter of Budget, Agenda Item #2, Resolution #R-20-052, laid over from the June 23, 2020 meeting, was again presented and read, on motion of Councilmember Helgeson and seconded by Councilmember Wilder, amending the Fiscal Year 2020 Budget for the twelve month period beginning July 1, 2019 and ending June 30, 2020 and appropriating supplemental funds from the Coronavirus Aid, Relief and Economic Security (CARES) Act for City of Lynchburg to cover expenditures related to the City's coronavirus (COVID-19) response beginning March 1, 2020 and ending December 30, 2020.

Ayes: Dolan, Wright, Helgeson, Nelson, Tweedy, Wilder, Faraldi 7

Noes: 0

// In the matter of Budget, Agenda Item #3, Resolution #R-20-054, laid over from the June 23, 2020 meeting, was again presented and read, on motion of Councilmember Helgeson and seconded by

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Councilmember Wilder, amending the Fiscal Year 2020 Airport Fund budget and appropriate \$700,000 with resources from the Department of Transportation Federal Aviation Administration Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 grant to replace potential revenues lost related to the Coronavirus Disease 2019.

Ayes: Dolan, Wright, Helgeson, Nelson, Tweedy, Wilder, Faraldi 7

Noes: 0

// In the matter of Budget, Agenda Item #4, Resolution #R-20-055, laid over from the June 23, 2020 meeting, was again presented and read, on motion of Councilmember Helgeson and seconded by Councilmember Wilder, amending the Fiscal Year 2021 Airport Fund budget and appropriate \$1,800,000 with resources from the Department of Transportation Federal Aviation Administration Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 grant to replace potential revenues lost related to the Coronavirus Disease 2019.

Ayes: Dolan, Wright, Helgeson, Nelson, Tweedy, Wilder, Faraldi 7

Noes: 0

// In the matter of Public Comment, Agenda Item #5, Ms. Sandra Sosnoski addressed Council regarding the citywide COVID-19 public health response. Ms. Sosnoski urged Council to not comply with Governor Northam's executive orders, mentioning that COVID-19 restrictions are unlawful, detrimental, and unnecessary to Lynchburg's citizenry.

// In the matter of Public Comment, Agenda Item #6, Ms. CeCe Thomas was scheduled to address Council regarding her petition to stop the name change of Lynchburg, which came into existence as a response to a petition in support of the name change of Lynchburg. Ms. Thomas was not in attendance at the Council meeting.

// In the matter of Budget, Agenda Item #7, Council considered introducing a resolution to amend the FY 2021 City/Federal/State Aid Fund budget and appropriate \$215,142 with resources from the

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Commonwealth of Virginia Department of Social Services (VDSS) through the Employment Advancement for Temporary Assistance for Needy Families (TANF) Participants Community Wealth Building (CWB) Grant (BEN-19-113) to prepare participants to enter and maintain employment with the prospect of a career path and wage growth. Mr. John Hughes, Assistant City Manager, communicated to Council that this item is renewal of a grant that we received in years prior. This funding supports the HireLynchburg initiative, the Neighborhood Caretakers Program, partnerships with local service organizations, and some of our poverty reduction strategy. As chair of the Finance Committee, Councilmember Helgeson made a motion to approve the resolution. The motion passed by the following vote:

Ayes: Dolan, Wright, Helgeson, Nelson, Tweedy, Wilder, Faraldi 7

Noes: 0

// In the matter of Budget, Agenda Item #8, Council considered introducing a resolution to amend the FY 2021 City/Federal/State Aid Fund budget and appropriate \$119,825 with resources of \$107,400 from the Commonwealth of Virginia Department of Social Services (VDSS) through the Employment Advancement for Temporary Assistance for Needy Families (TANF) Participants Community Wealth Building (CWB) Grant (BEN-19-024) and \$12,425 from an in-kind match, with the objective of furthering local efforts to reduce the poverty rate and increase median household income. Mr. John Hughes, Assistant City Manager, again presented to Council. This grant will support the following: Home Essentials Program with Park View Community Mission; Career Essentials with HumanKind; the Work Force Investment Board; a part-time Workforce Navigator position with the City of Lynchburg; as well as other poverty reduction approaches. As chair of the Finance Committee, Councilmember Helgeson made a motion to approve the resolution, but reiterated that the in-kind match totaling \$12,425 was already incorporated into the budget and this figure does not represent additional funds that the City would be responsible for identifying. The motion passed by the following vote:

Ayes: Dolan, Wright, Helgeson, Nelson, Tweedy, Wilder, Faraldi 7

Noes: 0

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// In the matter of Engineering, Agenda Item #9, Council reviewed the proposed SMART SCALE projects and adopt a resolution of support for the following SMART SCALE project applications to the Virginia Department of Transportation (VDOT): Clanders Mountain Road Interchange with Lynchburg Expressway; and Roundabout at Wards Ferry Road and CVCC Campus Drive. Mr. Lee Newland, City Engineer, presented to Council and stated that this matter was reviewed by the Physical Development Committee on February 11, 2020, and City Council approved the pre-application submittal on March 10, 2020. As part of the final application process, a formal resolution needs to be presented to Council. Councilmember Wilder mentioned that this project is a major improvement for our city and fully supports this project. Councilmember Faraldi made a motion to approve the resolution, seconded by Councilmember Tweedy. The motion passed by the following vote:

Ayes: Dolan, Wright, Helgeson, Nelson, Tweedy, Wilder, Faraldi 7

Noes: 0

// In the matter of Community Development, Agenda Item #10, Council considered introducing a resolution to amend the FY 2021 City/Federal/State Aid Fund budget and appropriate \$1,994 with resources from the Virginia Department of Housing and Community Development Virtual Training Support Grant to purchase mobile computing equipment for Community Development Inspections staff to use for training. Mr. Kent White, Director of Community Planning & Development, presented to Council and started off by acknowledging Mr. Doug Saunders, Building Official, who first identified this grant opportunity. Mr. White further explained that this is consistent with the department's mission to keep the inspection staff in the field and further efficiency efforts. There is no in-kind match associated with this grant. As chair of the Finance Committee, Councilmember Helgeson stated that he was in favor of this resolution since it will ensure the building code officials are equipped with updated devices and made a motion to approve the resolution. The motion passed by the following vote:

Ayes: Dolan, Wright, Helgeson, Nelson, Tweedy, Wilder, Faraldi 7

Noes: 0

July 14, 2020

// In the matter of Finance and Budget, Agenda Item #11, Council received an update on the revenue collections received in several key City revenue sources. Ms. Donna Witt, Chief Financial Officer, presented to Council the monthly revenue updates noting the net real property tax, personal property tax, business license tax, and motor vehicle license collections exceeded the revised FY 2020 projected amounts. However, Ms. Witt, on counsel from the Commissioner of Revenue, noted we are seeing a decrease in new motor vehicle sales and that may change the projections of FY 2021. Ms. Witt also noted the net business license tax is based on revenues collected by businesses the year prior, so the actual collections for fiscal year 2020 reflect year 2019. City staff will be keeping watch of these numbers for calendar year 2020 and revising projections for fiscal year 2021. Ms. Witt continued with her presentation, reporting local Sales and Use tax is up for the month of May. Possible reasons attributing to this trend include restaurants opening back up, and a general increase in home improvement store sales. Restaurants who offered curbside service are doing really well, and those that had a drive-thru from the beginning of the public health emergency did really well all along. Ms. Witt reiterated even though we are exceeding our revised projections, we are still below our pre-COVID19 projections and will continue to monitor these figures closely; overall we are pleased the revised projections are holding true. Lodging tax is up and she thinks the number will continue to go up as long as things hold true, and reiterated we are watching these closely. In regards to Amusement tax, there were a few events that did happen in the month of May to attribute to this collection. Ms. Witt continued with her presentation with the utility accounts subject to disconnect. She stated we are working within the State Corporation Commission guidelines and are not doing any disconnects through the month of August but are prepared to slowly start the disconnect process with the September due dates. We are encouraging people to utilize aid available through non-profit organizations. Ms. Witt reiterated we are encouraging people to call us to set up a payment plan and we are going to work with people in every way we can. Councilmember Helgeson wanted to clarify that the 'Utility Account Subject to Disconnect' section on slide 4 was a cumulative figure, but noted that this number is about 3 times the amount it normally is. He also noted in October, the ten dollar refuse fee will be added to utility bills. Councilmember Helgeson also commented about a report recently published stating there was a huge increase in online sales for motor vehicles. He wanted Ms. Witt to clarify if we would eventually capture those sales when the vehicles are registered here, to

July 14, 2020

which she replied we would. Vice Mayor Wright wanted to know if we anticipate receiving additional CARES Act funding and if we could use these funds to supplement our lost revenue due to not cutting off utilities. Ms. Witt replied there is talk about being another stimulus package but nothing is finalized, but explained that we cannot use CARES Act funding to replace revenues. Vice Mayor Wright further inquired about how we are making up for the difference in the lost revenue by not cutting off utilities. Ms. Witt explained that this impacts our water, sewer, and stormwater accounts so Water Resources is just managing the loss at this point. Councilmember Helgeson requested clarification on whether a penalty will be charged to citizens. Ms. Witt said that we are not currently charging for disconnects, but that the late penalty fee will start again in September. Councilmember Wilder asked if we would be able to reassess the budget in October. Ms. Witt said that was the plan, but to remember that due to how payments are collected, we may not be able to capture all of the numbers. For instance, we are currently in the month of July and we are just now seeing May numbers.

// In the matter of a closed meeting, Agenda Item #12, on motion of Councilmember Helgeson, seconded by Councilmember Faraldi, Council, by the following recorded vote, elected to hold a closed meeting to evaluate the performance of the Clerk of Council, pursuant to Section 2.2-3711(A.)(1) of the Code of Virginia.

Ayes: Dolan, Wright, Helgeson, Nelson, Tweedy, Wilder, Faraldi 7

Noes: 0

// The meeting was adjourned at 8:10 p.m.

// The meeting was re-opened to the public.

// Councilmember Helgeson made the following motion:

WHEREAS, the Council of the City of Lynchburg has convened a closed meeting on this date, pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

July 14, 2020

WHEREAS, Section 2.2 3712 of the Code of Virginia requires a certification by City Council that such closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Lynchburg certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Council.

The motion was seconded by Councilmember Wilder and Council, by the following recorded vote, adopted the motion:

Ayes:	Dolan, Wright, Helgeson, Nelson, Tweedy, Wilder, Faraldi	7
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Noes:		0
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// On motion of Councilmember Helgeson, seconded by Councilmember Faraldi, Council, by the following recorded vote, elected to hold a closed meeting for discussion and consideration of prospective candidates for the position of City Manager pursuant to Section 2.2-3711(A.)(1) of the Code of Virginia.

Ayes:	Dolan, Wright, Helgeson, Nelson, Tweedy, Wilder, Faraldi	7
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Noes:		0
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// The meeting was re-opened to the public.

// Councilmember Helgeson made the following motion:

WHEREAS, the Council of the City of Lynchburg has convened a closed meeting on this date, pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, Section 2.2 3712 of the Code of Virginia requires a certification by the City Council that such closed meeting was conducted in conformity with Virginia law;

July 14, 2020

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Lynchburg certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Council.

The motion was seconded by Councilmember Faraldi, and Council, by the following recorded vote, adopted the motion:

Ayes: Dolan, Wright, Helgeson, Nelson, Tweedy, Wilder, Faraldi 7

Noes: 0

// On motion of Councilmember Helgeson, seconded by Councilmember Faraldi, Council, by the following recorded vote, elected to hold a closed meeting for discussion and consideration of prospective candidates for the position of Interim Clerk of Council, pursuant to Section 2.2-3711(A)(1) of the Code of Virginia.

Ayes: Dolan, Wright, Helgeson, Nelson, Tweedy, Wilder, Faraldi 7

Noes: 0

// The meeting was re-opened to the public.

// Councilmember Helgeson made the following motion:

WHEREAS, the Council of the City of Lynchburg has convened a closed meeting on this date, pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, Section 2.2 3712 of the Code of Virginia requires a certification by City Council that such closed meeting was conducted in conformity with Virginia law;

July 14, 2020

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Lynchburg certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by Council.

The motion was seconded by Councilmember Wilder, and Council, by the following recorded vote, adopted the motion:

Ayes: Dolan, Wright, Helgeson, Nelson, Tweedy, Wilder, Faraldi 7

Noes: 0

Interim Clerk of Council

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **August 11, 2020**

AGENDA ITEM #: **12**

CONSENT: **X**
ACTION: **X**

REGULAR:
INFORMATION:

WORK SESSION:

CLOSED SESSION:
(Confidential)

ITEM TITLE: Review and Reaffirm the City's Finance Committee Guidelines

KEY ELEMENTS:

___Economic Development XExcellent Government ___Natural and Built Environment ___Safe Community ___Vibrant Community

RECOMMENDATION: Approve the guidelines for the operation of the City Council's Finance Committee.

SUMMARY: The Finance Committee Guidelines are reviewed by the Committee for relevance bi-annually with the appointment of the Finance Committee Chairman. Following review by the Finance Committee, these guidelines require Council approval.

PRIOR ACTION(S): Finance Committee, July 14, 2020

FISCAL IMPACT: None

CONTACT(S) Donna S. Witt, Chief Financial Officer, 455-3968

ATTACHMENT(S): Finance Committee Guidelines (Revised August 9, 2016)

REVIEWED BY: bms

092A

Finance Committee Guidelines **(Revised, August 2016)**

General Purpose Statement

To guide the City in the execution of Council-adopted financial policies; to review and serve as a filter in determining specific budget/financial actions to be considered by City Council; and, to review financial reports on a quarterly basis to determine if any revenue or expenditure adjustments are necessary during the fiscal year.

To better facilitate the Finance Committee meetings, the agenda format is divided into two sections: General Business and Other Information. Following is a sample of items that may be included in each of these sections:

I. Items considered as General Business

1. A review of the status of the General Fund Reserve for Contingencies
2. Any item requesting an appropriation from:
 - Reserve for Contingencies-All Funds
 - Fund Balance-All Funds
3. Review of grant applications:
Prior to submitting grant applications, the grant application or concept will be reviewed by the Finance Committee if local funding is required during or following the end of the grant period. Departments applying for grants must include a strategy for consideration by the Committee outlining what action will occur when the grant funding expires.
4. Discuss quarterly financial reports for the General, Water, Sewer, Stormwater, Airport, Juvenile Detention Home, Children's Services Act (CSA) Funds, and Greater Lynchburg Transit Company (GLTC).
5. Proposed Amendments to Fiscal Management Policies.
6. The structure and timing of proposed bond sales.
7. Other items deemed appropriate by the City Manager.

II. Items Considered as Other Information

1. Items that do not require immediate Council action but are to advise Council on future items, issues, or simply information sharing. Examples include: reports from bond rating agencies, changes in Virginia Retirement System costs, changes in accounting identified by the Governmental Accounting Standards Board (GASB), grants that are fully reimbursable, requiring no current or local funding.

III. Financial items to be considered by the full City Council

1. Input into the planning and approach for the annual Capital Improvement Program and Operating Budget.
2. Review and deliberations regarding the Proposed Capital Improvement Program and Operating Budget.
3. Requests for funding by outside agencies.
4. First Quarter Adjustments
5. Third Quarter Adjustments
6. Use of Contingency
7. Financial Trend Indicator Reports
8. New programs or changes in programs creating a current or future budget impact, to include both revenue and expenditure impact.

IV. Roll Call Items

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **August 11, 2020**

AGENDA ITEM #: **16**

CONSENT:
ACTION: **X**

REGULAR: **X**
INFORMATION:

WORK SESSION:

CLOSED SESSION:
(Confidential)

ITEM TITLE: Rezoning – R-4, High Density Residential District to B-4, Urban Commercial District

KEY ELEMENTS:

☐ Economic Development ☐ Excellent Government ☒ Natural and Built Environment ☐ Safe Community ☒ Vibrant Community

RECOMMENDATION: Approval of the rezoning petition from R-4, High Density Residential District to B-4, Urban Commercial District to allow the conversion of the existing buildings into fifteen (15) apartment units with associated parking.

SUMMARY: Across the Bridge, LLC is petitioning to rezone approximately four hundred thirteen thousandths (.413) acres located at 421 Rivermont Avenue, 412 Blackford Street and 610 Rodes Street from R-4, High Density Residential District to B-4, Urban Commercial District to allow the redevelopment of the property into fifteen (15) apartment units. The proposed renovations to 421 Rivermont Avenue were reviewed on June 15, 2020 and given partial approval by the City's Historic Preservation Commission. The petitioner does not plan to use Historic Tax Credits for the Building Renovation.

During discussions of similar rezonings in the area, City Council has expressed concern with properties being rezoned to B-4, Urban Commercial in order to obtain greater densities than permitted in the R-4, High Density Residential District. Planning Staff is researching and plans to prepare a proposed residential district that would allow for greater densities in older historic buildings on small lots. In this instance the historic building is zoned R-4, High Density Residential, yet has never been used for a commercial purpose. The proposed B-4, Urban Commercial District should fit well into the area.

PRIOR ACTION(S):

July 8, 2020: The Planning Division recommended approval of the rezoning petition.
The Planning Commission recommended approval (6-0)

FISCAL IMPACT: Increased real estate value to be determined upon construction completion.

CONTACT(S): Tom Martin, City Planner – 455-3900
Kent White, Community Development Director – 455-3900

ATTACHMENT(S):

- Ordinance
- Planning Commission Minutes – July 8, 2020
- Planning Commission Packet – July 8, 2020
 - Planning Commission Report
 - Zoning Map with Adjoining Owners
 - Future Land Use Map
 - Watershed Map
 - Planimetric and Topographic Map
 - Concept Plan
 - Narrative
 - Property Photograph
 - Speaker Signup Sheet

REVIEWED BY: raw

UNCODIFIED ORDINANCE:

AN ORDINANCE CHANGING A CERTAIN AREA LOCATED AT 421 RIVERMONT AVENUE, 412 BLACKFORD STREET AND 610 RODES STREET FROM R-4, HIGH DENSITY RESIDENTIAL DISTRICT TO B-4, URBAN COMMERCIAL DISTRICT.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LYNCHBURG that in order to promote the public necessity, convenience, welfare and good zoning practice that Chapter 35.2 of the Code of the City of Lynchburg, 1981, as amended, be and the same is hereby further amended by adding thereto Section 35.2-54. __ which shall read as follows:

Section 35.2-54. __. Change of a certain area located at 421 Rivermont Avenue, 412 Blackford Street and 610 Rodes Street from R-4, High Density Residential District to B-4, Urban Commercial District.

The area embraced within the following boundaries:

Beginning at the point of beginning a point at the intersection of the southwesterly right of way line of Rivermont Avenue and the easterly right of way line of Rodes Street; thence S 44°35'03" E a distance of 47.00' to a point; thence S 44°59'12" W a distance of 115.00' to a point; thence S 44°35'03" E a distance of 50.00' to a point; thence S44°51'43"E a distance of 48.79' to a point; thence S45°16'35"W a distance of 74.37' to a point; thence N57°14'59"W a distance of 49.54' to a point; thence N 48°16'03" W a distance of 100.76' to a point; thence N 44°59'12" E a distance of 91.48' to a point; thence S 44°35'03" E a distance of 3.60' to a point; thence N 44°59'12" E a distance of 115.00' to a point; which is the point of beginning, having an area of 0.417 acres more or less.

...is hereby changed from R-4, High Density Residential District to B-4, Urban Commercial District.

And the City Planner shall forthwith cause the "Official Zoning Map of the City of Lynchburg, Virginia" referred to in Section 35.2-32 of this chapter to be amended in accordance therewith.

Adopted:

Certified: _____

Interim Clerk of Council

MINUTES OF THE JULY 8, 2020 PLANNING COMMISSION MEETING (MINUTES HAVE BEEN APPROVED):

Petition of Across the Bridge, LLC (Tony West) to rezone approximately four hundred thirteen thousandths (.413) acres at 421 Rivermont Avenue, 610 Rodes Street, and 412 Blackford Street from R-4, High Density Residential District to B-4, Urban Commercial District to allow the use of an existing building as fifteen (15) dwelling units and the construction of a parking area.

Commissioner Marion recused herself from this item.

Mr. Tom Martin, City Planner, provided the following summary to the Commission. The existing R-4, High Density Residential District would permit up to nine (9) units. The proposal is for up to fifteen (15) apartment units, and is the reason the petitioner is requesting a rezoning to B-4, Urban Commercial District. The area is recommended for traditional residential use on the City's Future Land Use Map (FLUM). These are the City's older neighborhoods, generally built prior to World War II. The area is also located in the lower Rivermont conservation area. Encouraging private and public investment in these areas is crucial to neighborhood stabilization. The City Traffic Engineer did not require a traffic analysis for the proposed rezoning. The property is served by the Greater Lynchburg Transit Company (GLTC) with a bus stop located right in front of 401 Rivermont Avenue. The property will have six (6) off-street parking spaces and on-street parking is available. It is also located in the Rivermont Avenue Historic District and the building was constructed in 1929. It is significant to the arts community in Lynchburg and was traditionally used as a frame theater. In the 1980s it was used as the Ellington Performing Arts Center. The City's Historic Preservation Commission reviewed the proposed renovations on June 15, 2020, and granted a partial approval for the project. Some details concerning the windows still need to be worked out. This project was difficult for the Planning Division because having a performing arts building in that area is good for the community but the building has been vacant for some time. This will be an adaptive reuse that will help to stabilize the community. The Planning Division does recommend approval of the rezoning petition.

Chair Rogers asked who was here to speak on behalf of the petition.

Mr. Casey Servis, of Architecture Design Office, addressed the Commission. This project deals with a historic structure that has a fair amount of square footage that just does not work with the existing zoning. It is a theater building in an R-4, High Density Residential District. Rezoning will allow for fifteen (15) apartment units and help fill out that corridor. They have been slowly working their way up from the Virginian at 301 Rivermont.

Chair Rogers asked if there was anyone present who wished to speak in favor of the petition. When no one came forward, he then asked if there was anyone present who wished to speak in opposition of the petition. When no one came forward, he closed the public hearing.

Chair Rogers stated that this project is similar to other projects presented by Mr. Servis and Mr. Tony West. This building in particular seems to have issues keeping tenants. It will be good to see it occupied.

Mr. Servis responded that Mr. West has owned the property for a while but has had difficulty getting someone to operate out of it. There is a variance dating back to the mid-1900s allowing theater use in the R-4 district but there is no parking for the venue. It is likely any performers would use the limited parking up, which leaves none for customers.

Commissioner Light noted that he had visited the theater a number of times but eventually stopped going because it was a "practical hassle". This is similar to the old Jones Library across the street. Neither of these buildings have enough parking.

Mr. Servis responded that these buildings were built when there was a streetcar line and people could hop on and hop off.

Commissioner Light stated that he is glad to see someone moving forward with the use of the building. He is also glad to know that the Across the Bridge, LLC has invested in other properties in the area like the Virginian. It should be a nice residential corridor when completed.

Mr. Servis responded that the LLC owns several of the properties that current zoning allows for rehabbing.

Commissioner Lowe stated that he has driven by and around the property. There is a tiny road behind the property. His biggest concern is parking. Other properties in the area include the old garage, the Virginian, and houses on the street. This petition presents six (6) parking spaces for fifteen (15) apartment units.

Mr. Servis responded that he did not mention that they are working with the City to vacate the Blackford Street right-of-way behind the parking lot. They want to gain access to the nearby flat lot to allow for more parking. This was not included in the petition because it is not guaranteed.

Commissioner Lowe stated that was his biggest concern. Without additional parking there would likely be about nine (9) cars on the street. There are already people in that area parking on the street.

Mr. Servis stated that according to the sketches, with access to the flat lower lot, they will be able to fit twenty (20) more parking spaces. He did not want to include that in the petition because it is not guaranteed but it is part of the plan.

Chair Rogers asked what the total number of units is including the other properties that have been worked on in the area.

Mr. Servis responded that, off the top of his head, there are thirty (30) apartment units at the Virginian with twenty (20) parking spaces directly attached and a lease with Commissioner Marion for ten (10) additional parking spaces in her lot. The garage has fourteen (14) apartment units with ten (10) parking spaces in the parking lot behind it and four (4) parking spaces on the street. This project is a little shy on parking but the other properties are at a one-to-one ratio. Hopefully, by the time construction commences the right-of-way will be vacated and the apartment unit to parking ratio will be greater than one-to-one.

Commissioner Lowe asked if the Commission was putting the "cart before the horse" if they approved this item without having the parking spaces available. There are nine (9) spaces that are not assigned to an existing spot.

Mr. Martin responded that mentality assumes that every tenant will own and operate a vehicle. While that is a logical thing to examine, if the petitioner cannot provide adequate parking, it is unlikely they will be able to rent all of the units out. The other thing that was not mentioned is that there is some parking on Rivermont Avenue that was not included in the calculation.

Mr. Servis responded he did not include those parking spaces in his calculations because he prefers to only consider what is directly in front of their building. There are eight (8) spots in the parking lot and two (2) spaces on Rivermont that were included. That leaves five (5) parking spaces in question. Across the road at the old Jones Library there are quite a few available parking spaces.

Commissioner Lowe noted that those spots are available until someone does some development with the Library building.

Chair Rogers added that Rivermont Avenue is mostly empty in the evenings, especially in the area of the old Jones Library.

Commissioner Lowe stated that he is concerned because it seems like all of the parking on that stretch of road has been claimed. Now tenants will have to park across the street. He does like that something constructive is being done with the building. Not every tenant may have a car but some units may have a couple of residents with two cars, which would create a problem.

Commissioner Bowden asked for clarification on the parking discussion.

Mr. Martin responded that the plan right now is to have eight (8) parking spaces in an off-street lot and two (2) parking spaces in front of the building on the street. The discussion now is about the other five (5) spaces. They are looking into using the other property, a Blackford Street address, for additional parking after vacating a portion of the right-of-way or gaining some type of access.

Mr. Servis added that the Blackford Street property is flat enough for parking but they still need to vacate a portion of the right-of-way to gain access.

Commissioner Bowden stated that this is a great project for that building and for that area. It seems reasonable that the additional parking spaces could be located in the possible parking area at the Blackford Street property. He asked if the project could be conditionally approved pending the addition of five (5) parking spaces.

Mr. Martin responded that the petitioner did not choose to submit proffers with the rezoning petition so the Commission can postpone action, approve it as submitted, or deny it.

Commissioner Light stated that he does not believe the vote needs to be postponed. There is a lot of parking up and down Rivermont Avenue in that section. It is to the petitioner's advantage to get the parking situation figured out. Even without the consideration of the Blackford Street property, he is comfortable with and in favor of the petition.

Commissioner Johnson stated that it will be difficult to rent apartment units if the parking isn't adequate.

Commissioner Lowe asked for clarification that 610 Rodes Street, 412 Blackford Street, and 408 Blackford Street will be developed.

Mr. Servis responded that 408 Blackford Street is currently a duplex that will remain a duplex. 610 Rodes Street is the lot that has eight (8) parking spots shown on the concept plan and 412 Blackford Street is next to 610 Rodes Street. They are planning to build stairs to allow access between the two (2) lots because there is a significant grade change.

Commissioner Perault stated that parking will work itself out. He is a fan of this petition. He loves reusing vacant historical buildings and Mr. West has a strong track record. This is not a radical rezoning. He also reached out to a gentleman who previously helped organize events at the Ellington. The gentleman does not believe that the Ellington will ever come back like it was and believes this use of the building will enhance this part of town. He is in favor of the petition.

Chair Rogers noted that it is a great plan but he wishes it had connections to the trails down near the river. More walkability would help eliminate some of the parking issues as well.

Mr. Servis responded that is something else they are working with the City on and possible connections are being considered.

Commissioner Light made the following motion, seconded by Commissioner Johnson, and passed by the following vote:

"Based on the preceding Findings of Fact, the Planning Commission recommends to City Council approval of the petition of Tony West to rezone approximately four hundred thirteen thousandths (.413) acres located at 421 Rivermont Avenue, 610 Rodes Street and 412 Blackford Street from R-4, High Density Residential District to B-4, Urban Commercial District."

AYES:	Bowden, Johnson, Light, Lowe, Perault, and Rogers	6
NOES:		0
ABSTENTIONS:	Marion	1
ABSENT:		0

The Department of Community Development
City Hall, Lynchburg, VA 24504 **434-455-3900**

To: Planning Commission
From: Planning Division
Date: July 8, 2020
Re: **Rezoning – R-4, High Density Residential District to B-4, Urban Commercial District – 421 Rivermont Avenue, 412 Blackford Street & 610 Rodes Street**

I. PETITIONER

Across the Bridge, LLC, Mr. Tony West, 2600 Memorial Avenue, Suite LL1, Lynchburg, Virginia, 24502

Representative: Mr. Casey Service, Architecture Design Office, PLLC, 105 East Broad Street, Richmond, Virginia 23219

Property Owner:

Across the Bridge, LLC, 2600 Memorial Avenue, Lynchburg, Virginia 24501

II. LOCATION

The subject properties contain approximately four hundred thirteen thousandths (.413) acres located 421 Rivermont Avenue, 412 Blackford Street & 610 Rodes Street.

III. PURPOSE

The purpose of the petition is to rezone the subject properties from R-4, High Density Residential to B-4, Urban Commercial to allow the reuse of the existing buildings as fifteen (15) apartment units and associated parking.

IV. SUMMARY

- The City's *Comprehensive Plan 2013-2030* recommends a "Traditional Residential" use for the area.
- The proposed B-4, Urban Commercial District zoning would permit a higher number of units than the existing R-4, High Density Residential District.
- While the B-4, Urban Commercial District does not have parking requirements, the submitted concept plan indicates six (6) off street parking spaces are proposed. On-street parking is available in the area and the property is also served by Greater Lynchburg Transit Company (GLTC) Route 3A.

The Planning Division recommends approval of the rezoning petition.

V. FINDINGS OF FACT

1. **Comprehensive Plan.** The *Comprehensive Plan 2013-2030* recommends a "Traditional Residential" use for the area. "This land use category, shown light brown, has been applied to the City's older neighborhoods, generally built before World War II and before the City was zoned. The City's historic districts are located in the traditional residential area. Consequently, for many of the houses here, lot sizes, setbacks, and/or building heights do not conform to the standards of the City's residential zoning districts. Most of these neighborhoods are identified as Neighborhood Conservation Areas on the Plan Framework Map and are planned for further

study for appropriate zoning changes, public investment, and community building efforts. Infill residential development in these neighborhoods should be designed to complement the style and type of housing there and to utilize comparable setbacks, yards, and building heights. Large new or expanded public and institutional uses are not appropriate for these areas unless they can be designed to blend into the existing urban fabric through landscaping or architectural treatments. Within Traditional Residential neighborhoods, small retail, personal service, office, and restaurant uses are often found. These uses may continue, although expansion is not recommended unless supported by a recommendation in a Neighborhood Conservation Area Plan.” (p. 75)

The subject properties are also located within the “Lower Rivermont” Neighborhood Conservation Area. “Neighborhood Conservation Areas form the inner ring of residential development around the central business district. These neighborhoods are an extension of the Downtown with mostly traditional street layouts and excellent direct access to Downtown amenities. All of the City’s historic districts and many of the recognized historic places are found within Neighborhood Conservation Areas 1-4. Although rich in historic and cultural fabric, these mature neighborhoods face challenges of reinvestment and rehabilitation. Some of the homes are very large wood structures over 3,000 square feet in size. The cost of rehabilitating and maintaining these large homes may deter some potential home buyers and investors. Other houses are very small, less than 1,000 square feet, and not as attractive to families as larger suburban homes. Conversion of some homes in Neighborhood Conservation Areas to rental units has resulted in their gradual deterioration. Citizens in public meetings have expressed concerns about the negative effects of poorly maintained, deteriorating, vacant, and abandoned homes within their neighborhoods. Others discussed inappropriate infill development and teardowns, where the style and size of new construction does not blend well with the architectural character of existing homes on the block. Maintaining the existing housing stock and encouraging public and private investment that supports neighborhood character is critical to neighborhood stabilization.” (p. 65)

2. **Zoning.** The subject property was annexed into the City in 1870. The existing R-4, High Density Residential District was established in 1978.
3. **Board of Zoning Appeals (BZA).** The Zoning Administrator has determined that no variances are needed for the development of the property as proposed.
4. **Surrounding Area.** There have been several items requiring City Council approval in the immediate area:
 - On April 12, 1994, Council adopted the Riverfront/Downtown Revitalization Program – Proposed Land Use Plan which established B-6, Riverfront Business District (Current B-4, Urban Commercial District) zoning in the Downtown.
 - May 14, 1996, Council approved the CUP petition of Christ College, Inc. to allow college and faculty offices at 404-434 Rivermont Avenue.
 - On April 8, 1997, Council approved the CUP petition of Stepping Stones Academy to allow the operation of a Day Care Center for forty-nine (49) children at 434 Rivermont Avenue.

- On December 11, 2007, Council adopted the Fifth Street Corridor Overlay District which established B-6, Riverfront Business District (Current B-4, Urban Commercial District) zoning along Fifth Street.
 - On February July 9, 2013, Council approved the petition of Cabell Street Land Trust to rezone 41, 57 and 59 Cabell Street from B-5, General Business District to B-6, Riverfront Business District (Current B-4, Urban Commercial District) to allow the construction of a fifty (50) space parking area and forty-seven (47) apartment units.
 - On December 9, 2014, Council approved the petition of Buffalo Land Company LLC, to rezone 434 Rivermont Avenue from R-4, High Density Residential to B-6C, Riverfront Business District (Conditional) (Current B-4, Urban Commercial District) to allow the use of the property for educational, office and event space.
 - On February 12, 2019, Council approved the petition of Victoria’s Inventory, LLC to rezone 301 Rivermont Avenue from B-1, Limited Business District to B-4C, Urban Commercial District (Conditional) to allow thirty (30) apartment units in an existing building.
 - On January 28, 2020, Council approved the petition of Victoria’s Inventory, LLC to rezone 401, 405 Rivermont Avenue and 1151 D Street from R-4, High Density Residential District to B-4, Urban Commercial District.
5. **Site Description.** The subject property located at 421 Rivermont Avenue contains a wood frame building constructed in 1929. The building contains nine thousand seven hundred forty-nine (9749) square feet. The building is significant to the arts in Lynchburg and was constructed as a frame theatre. In 1984 the building was used as the “Ellington Performing Arts” Venue. The properties located at 412 Blackford Street & 610 Rodes Street are vacant.
 6. **Proposed Use of Property.** If the rezoning petition is approved, the historic building would be used as fifteen (15) apartment units with associated parking.
 7. **Traffic, Parking and Public Transit.** The City Engineer did not require a traffic study for the proposed use, yet noted that Blackford & Rodes Street would not support on-street parking in their current configuration due to pavement widths.

The property is served by Greater Lynchburg Transit Company Route 3A with a bus stop located in front of 401 Rivermont Avenue. The proposed B-4, Urban Commercial District does not have parking requirements. The submitted concept plan indicates that a total of six (6) off-street parking spaces to serve the development.
 8. **Stormwater Management.** A stormwater management / water quality plan will be required if disturbed areas are exceed one thousand (1000) square feet.
 9. **Emergency Services:** The City’s Police and Fire Departments had no comments of concern regarding the proposed use.
 10. **Impact.** The proposed rezoning will provide for the adaptive reuse of an existing historic building. The proposed fifteen (15) apartment units should have little to no negative impact on

the area; however, the Planning Division is concerned that parking may become a problem in the area. Parking should be closely monitored by the petitioner.

During discussions during past similar rezonings in the area, City Council has expressed concern with properties being rezoned to B-4, Urban Commercial in order to obtain greater densities than permitted in the R-4, High Density Residential District. Planning Staff is researching and plans to prepare a proposed residential district that would allow for greater densities in older historic buildings on small lots. In this instance the historic building is zoned R-4, High Density Residential, yet has never been used for a commercial purpose. The proposed B-4, Urban Commercial District should fit well into the area.

The proposed renovations to 421 Rivermont Avenue were reviewed on June 15, 2020 and given partial approval by the City's Historic Preservation Commission. The petitioner does not plan to use Historic Tax Credits for the Building Renovation.

11. **Technical Review Committee.** The Technical Review Committee (TRC) reviewed the petition on June 16, 2020. Comments have or will be addressed prior to final site plan approval.

VI. PLANNING DIVISION RECOMMENDATION

Based on the preceding Findings of Fact, the Planning Commission recommends to City Council approval of the petition of Tony West to rezone approximately four hundred thirteen thousandths (.413) acres located at 421 Rivermont Avenue, 610 Rodes Street and 412 Blackford Street from R-4, High Density Residential District to B-4, Urban Commercial District.

This matter is respectfully offered for your consideration.



William T. Martin, AICP
City Planner

pc: Ms. Bonnie M. Svrcek, City Manager
Mr. Reid Wodicka, Deputy City Manager
Mr. Walter C. Erwin, City Attorney
Mr. Kent L. White, Director of Community Development
Mr. J. Lee Newland, City Engineer
Ms. Cynthia Kozerow, Lynchburg Police Department
Battalion Chief Thomas Goode, Fire Marshal
Mr. Doug Saunders, Building Official
Mr. Kevin Henry, Zoning Administrator
Mr. Tony West, Petitioner
Mr. Casey Servis, Representative

VII. ATTACHMENTS

1. Zoning Map with Adjoining Property Owners
2. Future Land Use Map

3. **Watershed Map**
4. **Planimetric and Topographic Map**
5. **Concept Plan**
6. **Property Photographs**

Zoning-TRC Map

421 RIVERMONT AVENUE AND OTHERS

TRC

Across the Bridge, LLC



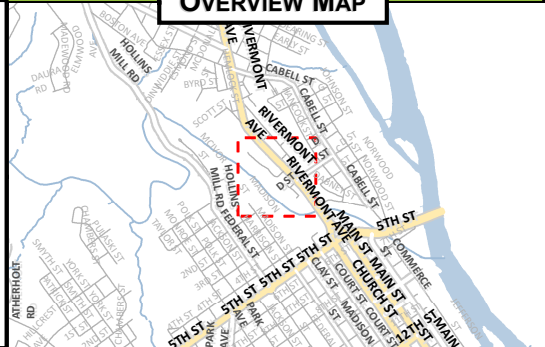
PROPERTY INFORMATION

PARCEL ID	ADDRESS
02315001	421 RIVERMONT AVE
02315010	610 RODES ST
02315009	412 BLACKFORD ST
02313021	427 BLACKFORD ST
02313010	431 BLACKFORD ST

LEGEND

 	Subject Property	 	R-1
 	215' Buffer	 	R-2
 	B-1	 	I-1
 	B-3	 	I-2
 	B-4	 	I-3
 	B-5	 	IN-1
 	R-C	 	IN-2
		 	R-3
		 	R-4

OVERVIEW MAP



MAP SCALE: 1" = 200' DATE PRINTED: 6/2/2020

DISCLAIMER: THIS MAP IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS SUCH. THE INFORMATION DISPLAYED IS A COMPILATION OF RECORDS, INFORMATION, AND DATA OBTAINED FROM VARIOUS SOURCES. THE CITY OF LYNCHBURG IS NOT RESPONSIBLE FOR ITS ACCURACY OR HOW CURRENT IT MAY BE.

421 Rivermont Avenue; 610 Rodes Street; 412, 427, & 431 Blackford Street

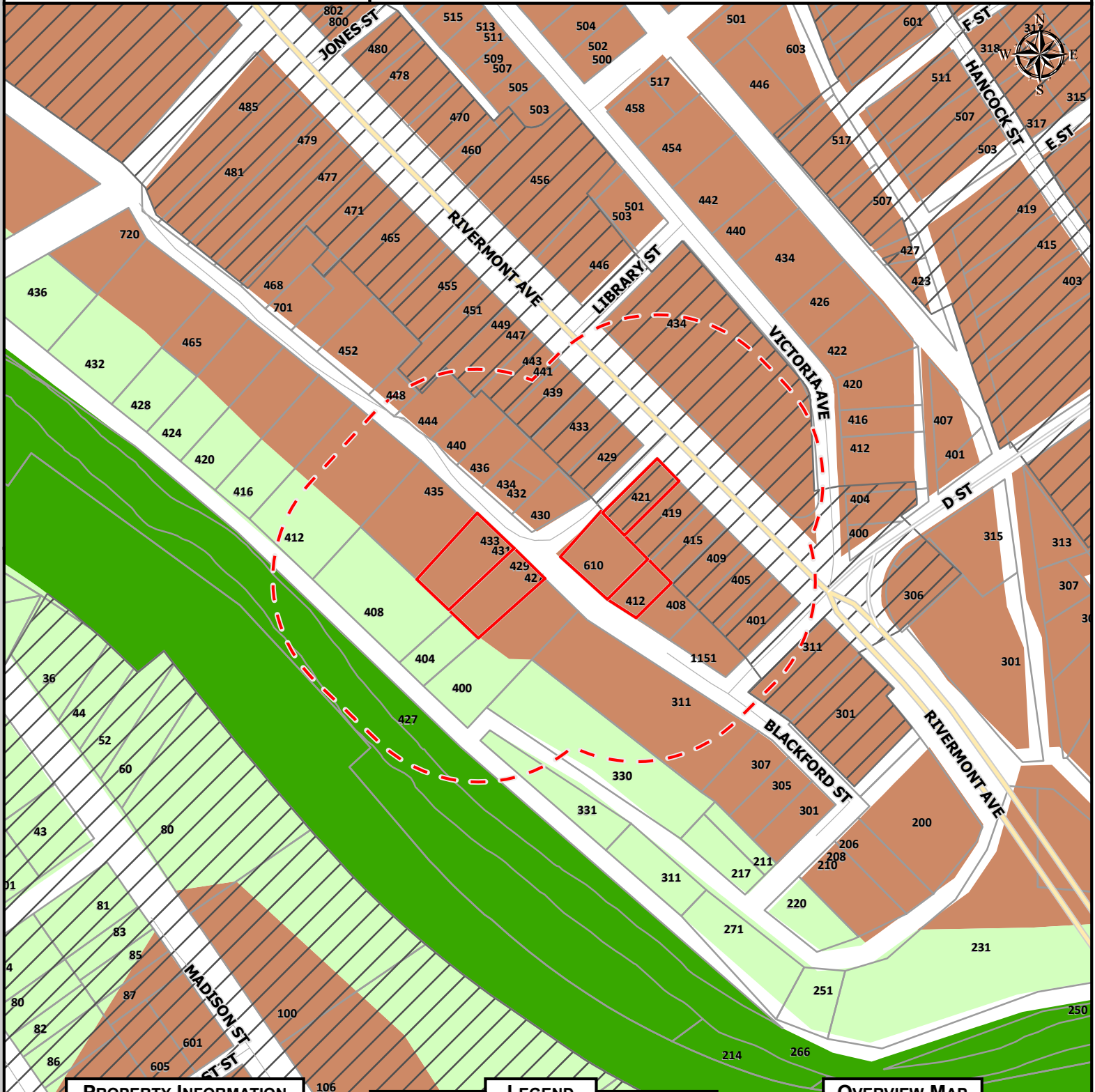
Parcel ID	Address	Owner
02313008	412 BLACKWATER ST	CITY OF LYNCHBURG
02313009	435 BLACKFORD ST	DANIELS, JOHN U JR
02313010	431 BLACKFORD ST	ACROSS THE BRIDGE LLC
02313011	400 BLACKWATER ST	CITY OF LYNCHBURG
02313012	311 BLACKFORD ST	MARION, NANCY B
02313018	404 BLACKWATER ST	CITY OF LYNCHBURG
02313019	408 BLACKWATER ST	CITY OF LYNCHBURG
02313021	427 BLACKFORD ST	ACROSS THE BRIDGE LLC
02313022	330 RYAN ST	CITY OF LYNCHBURG
02313023	427 BLACKWATER ST	CITY OF LYNCHBURG
02314008	451 RIVERMONT AVE	CENTRAL CITY HOMES LP
02314009	447 RIVERMONT AVE	ACROSS THE BRIDGE LLC
02314010	441 RIVERMONT AVE	ACROSS THE BRIDGE LLC
02314011	439 RIVERMONT AVE	ACROSS THE BRIDGE LLC
02314012	433 RIVERMONT AVE	ACROSS THE BRIDGE LLC
02314013	429 RIVERMONT AVE	ACROSS THE BRIDGE LLC
02314014	430 BLACKFORD ST	ACROSS THE BRIDGE LLC
02314015	432 BLACKFORD ST	ACROSS THE BRIDGE LLC
02314016	436 BLACKFORD ST	ACROSS THE BRIDGE LLC
02314017	440 BLACKFORD ST	ACROSS THE BRIDGE LLC
02314018	444 BLACKFORD ST	ACROSS THE BRIDGE LLC
02314019	448 BLACKFORD ST	REAMS, C S
02315001	421 RIVERMONT AVE	ACROSS THE BRIDGE LLC
02315002	419 RIVERMONT AVE	CENTRAL CITY HOMES LP
02315003	415 RIVERMONT AVE	CENTRAL CITY HOMES LP
02315004	409 RIVERMONT AVE	ACROSS THE BRIDGE LLC
02315005	405 RIVERMONT AVE	ACROSS THE BRIDGE LLC
02315006	401 RIVERMONT AVE	VICTORIAS INVENTORY LLC
02315007	1151 D ST	VICTORIAS INVENTORY LLC
02315008	408 BLACKFORD ST	ACROSS THE BRIDGE LLC
02315009	412 BLACKFORD ST	ACROSS THE BRIDGE LLC
02315010	610 RODES ST	ACROSS THE BRIDGE LLC
02316011	434 RIVERMONT AVE	BUFFALO CREEK LAND CO LLC
02327001	311 RIVERMONT AVE	MARION, NANCY B
02329001	331 RYAN ST	CITY OF LYNCHBURG
02331002	477 BLACKWATER ST	CITY OF LYNCHBURG

FLUM Map

TRC

421 RIVERMONT AVENUE AND OTHERS

Across the Bridge, LLC



PROPERTY INFORMATION

PARCEL ID	ADDRESS
02315001	421 RIVERMONT AVE
02315010	610 RODES ST
02315009	412 BLACKFORD ST
02313021	427 BLACKFORD ST
02313010	431 BLACKFORD ST

LEGEND

Local Historic District	Employment 1
Traditional Residential	Employment 2
Low Density Residential	Downtown
Medium Density Residential	Institution
High Density Residential	Public Use
Neighborhood Commercial	Public Parks
Community Commercial	Resource Conservation
	Mixed Use

OVERVIEW MAP



MAP SCALE: 1" to 200' DATE PRINTED: 6/2/2020

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Watershed Map

TRC

421 RIVERMONT AVENUE AND OTHERS

Across the Bridge, LLC



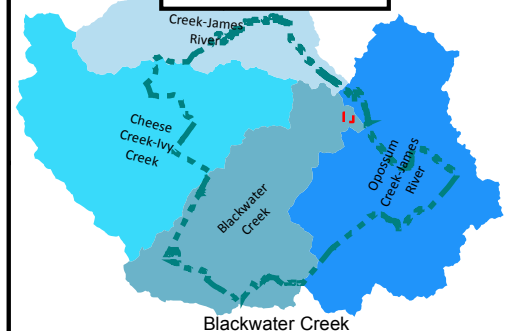
PROPERTY INFORMATION

PARCEL ID	ADDRESS
02315001	421 RIVERMONT AVE
02315010	610 RODES ST
02315009	412 BLACKFORD ST
02313021	427 BLACKFORD ST
02313010	431 BLACKFORD ST

LEGEND

- Subject Property
- Base Flood Elevation
- Floodway
- Floodzone
- River / Lake / Stream

OVERVIEW MAP



MAP SCALE: 1" to 200' DATE PRINTED: 6/2/2020

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ADDRESS

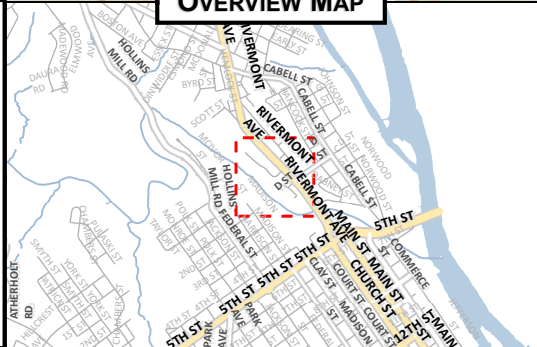
02315001 421 RIVERMONT AVE
02315010 610 RODES ST
02315009 412 BLACKFORD ST
02313021 427 BLACKFORD ST
02313010 431 BLACKFORD ST

LEGEND

		Active	Proposed	Abandoned
Utilities	Water			
	Sanitary			
	Storm			
Planimetrics	Structure		Contours	100'
	Roadway			50'
	Parking			20'
	Sidewalk			10'
	Driveway			5'
				1'
Towers & Trans. Lines	Elec. Trans		Other	Pole Cemetery
	Trans. Tower			Tr.
	Comm. Tower			

MAP SCALE: 1" to 200' DATE PRINTED: 6/2/2020

OVERVIEW MAP



LANDSCAPE CALCULATIONS: (PER ARTICLE VI; SEC. 35.2-63.7 (a))

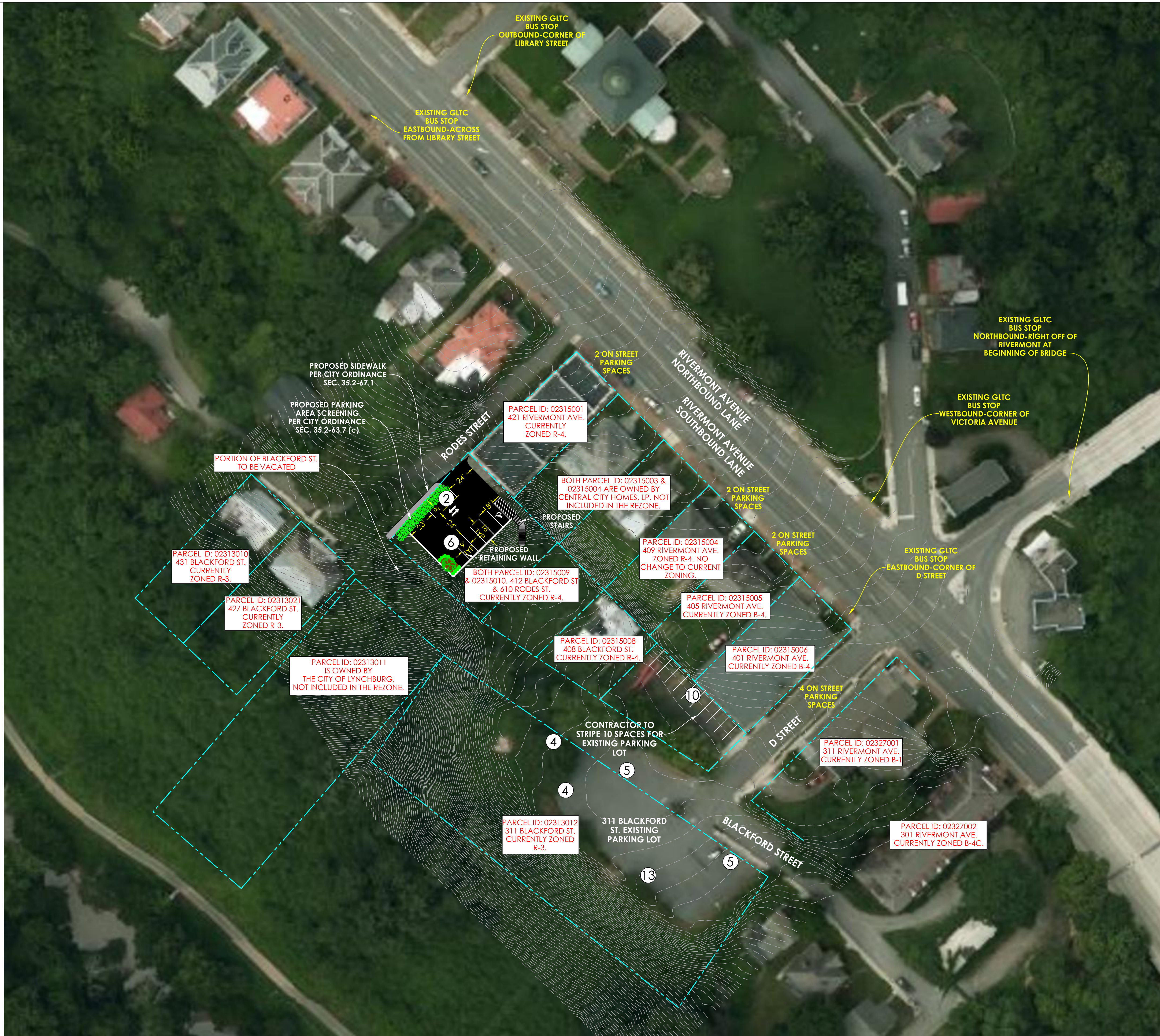
1 SHADE TREE FOR EVERY 8 PARKING SPACES
PROPOSED PARKING SPACES = 8 SPACES
PROPOSED SHADE TREES = 1 SHADE TREE

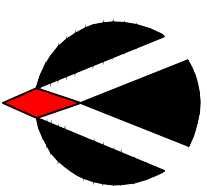
1 MEDIUM SHRUB FOR EVERY 1 PARKING SPACE
PROPOSED PARKING SPACES = 8 SPACES
PROPOSED MEDIUM SHRUBS = 8 MEDIUM SHRUBS

PARKING SCREENING CALCULATIONS (PER ARTICLE VI; SEC. 35.2-63.7 (c))

ONE LARGE SHRUB PER 3 FT OF STREET FRONTAGE
STREET FRONTAGE = 91.38 LF
91.38/3 = 30.46 (31 LARGE SHRUBS)
PROPOSED LARGE SHRUBS = 31 LARGE SHRUBS

PARKING AREA LANDSCAPE TABULATION (PER SECTION 35.2-63.7 (a))							
SYMBOL	TYPE	BOTANICAL NAME	COMMON NAME	SIZE	CANOPY SF	QUANTITY	QUANTITY & CANOPY TOTAL SF
	SHADE TREE	GLEDITSIA TRIACANTHOS VAR. INERMIS	THORNLESS HONEYLOCUST	201-314 SF AT 20 YR SPREAD	314	1	1 X 314 = 314 SF
	MEDIUM SHRUB	RHODODENDRON	FIREBALL AZALEA	48" - 72" SPREAD	36	8	8 X 36 = 1,872 SF
PARKING AREA SCREENING LANDSCAPE TABULATION (PER SECTION 35.2-63.7 (c))							
	LARGE SHRUB	THUJA	ARBORVITAE "EMERALD GREEN"	3' - 4' SPREAD	20	31	31 X 20 = 620 SF





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ZONING PLAN
FOR
ACROSS THE BRIDGE, LLC.
BLACKFORD ST.
CITY OF LYNCHBURG, VIRGINIA



REVISION/DATE				
SCALE:	1" = 40'			
ASD JOB #:	2020-124			
FILE #:	2020-124 ZONING			
DATE:	JUNE 25, 2020			
ZONING PLAN				
SHEET 1 OF 1				





**Narrative describing the proposed rezoning from R-3 and R-4 to B-4 of the following parcels:
421 Rivermont, 610 Rodes, 412 Blackford, 427-429 Blackford, and 431-433 Blackford**

This proposed rezoning is for 5 parcels, 3 of which are currently zoned R-4 (421 Rivermont, 610 Rodes, and 412 Blackford Street) and 2 of which are currently zoned R-3 (427-429 Blackford Street and 431-433 Blackford Street).

There is a historic theater building at 421 Rivermont Avenue that is approximately 8150 square feet and currently is sitting vacant. This rezoning would allow for the adaptive reuse of the structure to house 15 proposed dwelling units. The current zoning of R-4 does not allow for multifamily dwelling use based on the size of the existing lot.

610 Rodes Street and 412 Blackford Street both sit to the rear of 421 Rivermont and are currently vacant. This rezoning would allow for a new surface parking lot to be built on these parcels with smaller landscape buffers, which are necessary to allow for any parking to be constructed in these areas due to the small size of the lots and steep slopes.

427-429 Blackford Street and 431-433 Blackford Street are both existing duplexes. This rezoning would allow for reconfiguring within the existing building envelope to provide 4 dwelling units in each structure.

The net effect is to allow for the construction of a total of 23 dwelling units in 3 existing structures and a surface parking lot of 8 spaces, which when combined with the approximately 5 on street spaces in front of 427-429 and 431-433 Blackford Street and approximately 7 on-street spaces on Rodes Street and Rivermont Avenue directly adjacent to 421 Rivermont Avenue provides for 20 total parking spaces. In addition, there is a bus stop on the same block of Rivermont providing easy access to public transportation.

MONT

439 RIVERMONT
AVE

433 RIVERMONT
AVE

429 RIVERMONT
AVE

2 BLACKFORD
ST

430 BLACKFORD
ST

421 RIVERMONT
AVE

419 RIVERMONT
AVE

415 RIVERMONT
AVE

409 RIVERMONT
AVE

610 RODES
ST

412 BLACKFORD
ST

408 BLACKFORD
ST

400 BLACKWATER
ST

1151 D ST

**421 Rivermont Ave & Others
Across the Bridge, LLC Rezoning
July 8, 2020**

PLEASE PRINT

[illegible]

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **August 11, 2020**

AGENDA ITEM #: **17**

CONSENT:
ACTION: **X**

REGULAR: **X**
INFORMATION:

WORK SESSION:

CLOSED SESSION:
(Confidential)

ITEM TITLE: Conditional Use Permit (CUP) – 1501 Fenwick Drive – Telecommunications Tower

KEY ELEMENTS:

☒ Economic Development ☐ Excellent Government ☒ Natural and Built Environment ☐ Safe Community ☒ Vibrant Community

RECOMMENDATION: Approval of the CUP petition to allow the construction of a one hundred fifty-four (154) foot monopole to be used for telecommunications at 1501 Fenwick Drive.

SUMMARY: Milestone Tower Limited Partnership IV, d/b/a Milestone Communications is petitioning for a CUP at 1501 Fenwick Drive to allow the construction of a one hundred fifty-four foot (154) monopole tower in an R-1, Low Density Residential District. Verizon Wireless needs a new location to serve the residential areas to the north, the nearby educational institutions, and the commercial area to the east. The existing towers are overloaded and need more data capacity. Adding another tower will add that necessary data capacity and help to offload the existing towers.

The primary impact from the proposed telecommunications tower will be visual. The petitioner has submitted photo simulations of the tower from various locations within the area. Although the proposed tower will be visible from some residential areas, the tower will have trees on all sides of it and would potentially blend in with the existing infrastructure including telephone poles and electric poles.

The City's Telecommunications Ordinance has not been revised since the late 1990's and is no longer compliant with Federal or State Law. The City is in the process of updating the Telecommunications Ordinance and the new Ordinance will actually relax regulations on telecommunication providers as required by Federal and State regulatory agencies.

PRIOR ACTION(S):

July 8, 2020:

The Planning Division recommended approval of the CUP petition.

The Planning Commission recommended approval (7-0) of the CUP petition.

FISCAL IMPACT:

If approved, the City would initiate a lease agreement for City property with the applicant.

CONTACT(S):

Tom Martin, City Planner – 455-3900

Kent White, Community Development Director – 455-3900

ATTACHMENT(S):

- Resolution
- Planning Commission Minutes – July 8, 2020
- Planning Commission Packet – July 8, 2020
 - Planning Commission Report
 - Zoning Map with Adjoining Owners
 - Future Land Use Map
 - Watershed Map
 - Planimetric and Topographic Map
 - Concept Plan
 - Narrative
 - Photo Simulations
 - Property Photograph
 - Speaker Signup Sheet

REVIEWED BY: raw 085A

RESOLUTION

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO MILESTONE TOWER LIMITED PARTNERSHIP IV, INC., TO ALLOW THE CONSTRUCTION OF A ONE HUNDRED FIFTY-FOUR (154) FOOT MONOPOLE TELECOMMUNICATIONS TOWER IN AN R-1, LOW DENSITY RESIDENTIAL DISTRICT LOCATED AT 1501 FENWICK DRIVE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG, that the petition of Milestone Limited Partnership IV, Inc. doing business as Milestone Communications to allow the construction of a one hundred fifty four (154) foot monopole at 1501 Fenwick Drive in an R-1, Low Density Residential District is hereby approved subject to the following conditions:

1. The site shall be developed in substantial compliance with the conceptual site plan.
2. The height of the tower shall not exceed one hundred fifty-four (154) feet.

Adopted:

Certified:

Interim Clerk of Council

MINUTES OF THE JULY 8, 2020 PLANNING COMMISSION MEETING (MINUTES HAVE BEEN APPROVED):

Petition of Milestone Tower Limited Partnership IV, d/b/a Milestone Communications for a conditional use permit at 1501 Fenwick Drive to allow the construction of a one hundred fifty-four (154) foot monopole to be used for telecommunications in an R-1, Low Density Residential District.

Mr. Tom Martin, City Planner, provided the following summary to the Commission. The City's Zoning Ordinance permits towers of up to fifty (50) feet in Residential Districts and allows towers in excess of that upon approval of a Conditional Use Permit by the Planning Commission and City Council. This tower would be one hundred four (104) feet over that but there are several locations in the City that are zoned single-family residential that have one hundred fifty (150) foot monopoles on them. The property is recommended for low density residential uses on the City's Future Land Use Map (FLUM). These areas are intended for single-family homes with densities of up to four (4) units per acre but the Comprehensive Plan notes that in order for the City to maintain a diverse and vital economy and be an engine for the region, it must keep pace with changes in technology, including telecommunications. The petitioner has conducted photo simulations from several areas near the tower and has an in-depth PowerPoint presentation for the Commission. The Planning Division does recommend approval of the Conditional Use Permit.

Chair Rogers asked who was here to speak on behalf of the petition.

Ms. J. Lori H. Schweller, of Williams Mullen, addressed the Commission. Milestone Communications is a Northern Virginia based company whose business model is to work with local governments and school boards to place wireless infrastructure on school or government owned property. It provides an opportunity for wireless providers to place their equipment and provide service in that area while also providing a financial benefit to the public partner. The proposed site is north of the Lynchburg expressway on City-owned property at 1501 Fenwick Drive. The parcel is split-zoned R-1 and R-C and there is a creek that runs through it with a fairly wide floodplain. The proposed location of the tower meets all required setbacks. It is almost three hundred twenty-five (325) feet to the expressway, four hundred fifty (450) feet to the nearest dwelling, and three hundred fifty (350) feet to Fenwick Drive. On the property, there is a sanitary sewer line, a large electric easement that also runs through the neighborhood, and a flood zone. It is a low-lying parcel. Originally, the plan was to put the tower in a different location but the location was shifted to get it completely out of the floodplain. Now, the tower will have trees on all sides of it. There is also a road already being constructed by the City that will provide access and allow for less overall disturbance. The existing City access road runs behind the mall and connects to the proposed tower location. Under the terms of its lease, Milestone will maintain this road and will inspect it every three (3) months. The compound layout will allow room not only for the first wireless provider, the anchor tenant Verizon Wireless, but also four (4) additional wireless providers. There is a turnaround area for technical vehicles for maintenance purposes. The monopole will be one hundred fifty-four (154) feet with a four (4) foot lightning rod. There will be no lighting on the monopole and it will be painted brown to blend with the trees surrounding it. The compound will be fenced for security. The first choice is always to collocate rather than to construct new facilities. This area is very heavily populated and densely developed. There are six (6) vertical structures, towers, within a one (1) mile radius of the proposed location for the new tower. Verizon Wireless has sites already on four (4) of the existing towers. The other two (2) towers are either too short or not available for commercial collocation. An area built up like this requires a lot of data transmission. Even with the existing sites, Verizon Wireless needs a new location to serve the residential areas to the north, the nearby educational institutions, and the commercial area to the east. The existing towers are overloaded and need more data capacity. Adding another tower will add that necessary data capacity and help to offload the existing towers. Milestone is very transparent with its neighborhood outreach. It put up a website about this project, sent letters to almost three hundred (300) neighbors, and followed up with a postcard. A virtual

community meeting was held on June 24, 2020. Commissioner Perault and four (4) others attended that meeting. There has not been further conversation with the neighbors since the meeting. It is a well located site. A balloon test was conducted by Milestone and photo simulations were created from that test to demonstrate potential visibility of the tower. A lot of the locations where the tower will be visible are commercial and already have a lot of light poles and other infrastructure in the foreground. From the residential community, there were a few places that the tower will be visible but again, it blends in with the existing infrastructure including telephone poles and electric poles. This neighborhood has a large electric easement with high tension wires running through it. In comparison to that, the proposed tower visibility is relatively minor and is also offset by the benefit to the neighborhood. As the Commission knows, this petition was submitted for the purpose of obtaining a Conditional Use Permit and is subject to the criteria of the City's Telecommunications Ordinance. The Telecommunications Ordinance has several purposes which include: to facilitate the provision of wireless services, to regulate location, to protect residential areas, to minimize adverse visual impact, to encourage collocation, to avoid property damage, to ensure compatibility with surrounding uses, and to promote location in industrial and business areas, rather than residential areas. Sometimes sites are necessary in residential areas though because that is where the service is needed. The benefit of this site is that the tower will serve the neighborhood but be located away from the homes on City-owned property, at a much lower elevation, and will be surrounded and screened by trees for limited visibility. The criteria for approval of a Conditional Use Petition focus on a positive relationship to public health, safety, and welfare; the types and degree of adverse impacts; and the extent to which the proposed use will be consistent with the goals of the Comprehensive Plan. This application is favorable in these respects.

Chair Rogers asked if there was anyone present who wished to speak in favor of the petition. When no one came forward, he then asked if there was anyone present who wished to speak in opposition of the petition.

Ms. Eve Mergenthaler, Planning Technician, read comments from citizens who emailed their comments in.

The first written comment was from Tom Stoll. It stated "I am opposed to having this tower in my neighborhood. I live on Edgewood Avenue."

The second written comment was from Michael Cassidy. It stated "I am contacting you today in regards to City of Lynchburg Conditional Use Permit application project number CUP2003-0008. Plans for this project are titled "PT Edgewood – 1501 Edgewood Drive – Lynchburg VA.". This project is for a Mono-Pole communications tower. I own property at 121 Berkshire Place and 1406 Fenwick Drive. I grew up living at 123 Berkshire place and my mother still owns this property. I am against this CUP for a several reasons. First, is simply aesthetic concerns. Proposed location for the 154' tall monopole is located almost directly in line with Berkshire Place. This will allow the pole to be in view the entire length of the street, including from the street in front of my house. Please review the attached photos that are part of the plan submittal package to the City. Photo #19 is taken directly in front of my house. I would like to know how many Planning Commission and/or City Council members would vote to have this view "added" to their front yard? I witnessed the "balloon" test for the photo models as it was completed early on a Sunday morning. Please keep in mind, these tests were conducted during summer months. It will be a greater eye sore during Winter months. Second, the 154' tall tower is only 449' (per plan) to the closest dwelling at 124 Berkshire Place. This is extremely and unnecessarily close to a dwelling. Third, the current zoning in this area is R-1. Would it not be better to place such proposed towers in a business zone setting? I know request for these type towers have been denied in the past for aesthetic reasons. I hope Planning Commission and City Council will consider my concerns over this matter."

Chair Rogers invited Ms. Schweller to offer a rebuttal.

Ms. Schweller responded that the Commission viewed the photo simulations, which showed the visibility from the neighborhood. The site is mitigated because it is at a much lower elevation than the neighborhood so only the very top of the monopole will be visible. Compared to the large power towers and other infrastructure in the area, it is a reasonable impact to provide the service that is offered. There is room for the other major wireless providers to collocate in addition to the anchor tenant, Verizon Wireless. In terms of the Conditional Use Permit criteria, the visual impact is more than counteracted by the benefit to the community, public safety, education, and residents. The tower location more than complies with setbacks. Four hundred fifty (450) feet from the nearest dwelling is not unusually close at all and most of the wireless ordinances throughout Virginia have a setback that is typically one hundred (100) percent of the height. Not many of the ordinances have setbacks from the closest dwelling but if they do, this is in line with that and is quite reasonable. Again, there is a forested area between the tower site and all of the dwellings close to it. In reference to locating in business zones, there are a lot of existing sites in business areas but when service is required in residential areas or specific areas need to be served then the location needs to be closer to homes. In this case, the search area that Verizon Wireless had for this proposed site was very small and was targeted. There is already a site to the north and south of the proposed tower. A site between those is needed to offload them and provide capacity in this area. It is a perfect solution to locate on City property that isn't usable for many other purposes because of the floodplain and easements. Locating the tower here will also provide financial benefit to the City.

Chair Rogers closed the public hearing.

Chair Rogers stated that people generally are worried about view shed. He then asked why the pylon by the school was not chosen as the proposed location.

Ms. Schweller responded that the school was approached by Milestone but was not interested in hosting a wireless facility. Verizon Wireless also often approaches utility companies. In this case, the power towers that were considered were too short and not in the right location. The alternatives that were examined just didn't work out.

Commissioner Lowe stated that was a concern he had as well. He then asked why the existing tower in the powerline easement could not be used.

Ms. Schweller responded same answer. That tower is not tall enough.

Commissioner Lowe stated that as he was considering this petition he wondered about the possibility of using existing towers.

Ms. Schweller responded that sometimes existing towers work and sometimes they don't. In Charlottesville, there is a corridor where every single power tower has one but those towers are much taller and at a higher elevation. When they can be used, and if Dominion agrees, they are a good option. In this case, it was not an option.

Commissioner Lowe restated for clarification that the existing towers are not suitable in height and may not grant permission for use.

Ms. Schweller responded that was correct and that she did ask about it because the line of towers is noticeable.

Commissioner Johnson asked for clarification that there are three (3) towers to the right of River Ridge Mall.

Ms. Schweller responded that was correct. The tower immediately to the right of the mall is a Verizon Wireless site called River Ridge Mall and is in the network. The one above that is another site near Mayflower Drive and is a Verizon Wireless site. The northernmost one is one that Verizon Wireless is not located on but has a site immediately adjacent to it. Counterclockwise, the one immediately north of the proposed tower, is the Fairview Heights Verizon Wireless network site and it is overused. The Crown Castle tower is also overused, and Verizon Wireless is collocated on it. The tower located at the Community College is only about one hundred (100) feet tall and cannot hold any equipment but was also evaluated.

Commissioner Johnson asked if the proposed tower would service Liberty University.

Ms. Schweller responded that the tower would service Liberty University. The nearby residential neighborhood is also a big target that needs better service. Liberty University has other sites but there is a lot of demand. Other reasons for putting the tower in this location are the commercial area and the expressway.

Chair Rogers stated that his bigger concern is areas in the City that may not any wireless service. This area is being built up but other areas, like near the Centra Virginia Baptist Hospital, there is no service. It is good to add more infrastructure and there is a need for this, but he would like to see a balanced approach. The view of towers is a problem and the question that people ask, if the Commissioners would vote for this in their neighborhood, is tough to answer. At the same time, thinking about the use of the land, he has voted for uncomfortable things in his neighborhood so he is not opposed to doing that. In terms of this particular land, there is not much else it would get used for.

Commissioner Lowe stated that the view of the tower was a concern for him as well. He resolved it by driving around and looking for towers. He felt that the towers he saw did not really contaminate the view. He also noted that there is no connectivity without towers and lack of connectivity with the rest of the world is a problem.

Commissioner Marion asked if the tower will only serve cell phones.

Ms. Schweller responded that the tower will provide all of the services that wireless provider offer like voice, data, and internet. It is not just for cell phones. This is a 4G project because 5G is not yet available in most areas of Virginia. Verizon Wireless has rolled out 5G in Virginia Beach and some areas in Richmond. It depends on short poles placed closely together and uses small cell technology. This tower will be state of the art and is what is in most of the state and in most of the country. Internet service can come from this tower and in a lot of rural areas that is the best way to get to most people quickly. There are a lot of areas in Virginia that have no service, which has been a big problem, especially when people are trying to work or learn at home. Coverage needs to be provided and capacity needs to be increased.

Commissioner Marion asked for clarification that the tower will provide wireless internet in homes if there is a modem to receive it.

Ms. Schweller responded that is correct. Users will need a way to receive it.

Commissioner Perault stated that the tower is a sort of necessary evil. The need for better coverage and online access is there and is a valid concern. The tower is not being constructed with a historic or natural area in the background and it strikes the right balance of fitting a need without being too obtrusive. There is never going to be a perfect answer and he is in support of it.

Commissioner Marion asked if a tree look alike was considered for the tower.

Ms. Schweller responded that those are used sometimes but are not favored by the industry for a number of reasons. One of the problems with them is that they have to be one hundred (100) feet taller and are often more visually obtrusive than a brown pole that resembles other infrastructure in the area. It is also a difficult design for the wireless providers because they are constantly upgrading and approving the equipment but to do that they must disassemble the faux branches. It is not optimum unless it is a location in a grove of trees and would truly blend in. This is not that situation and it wasn't suggested. Most localities prefer the monopole instead of the monopine when offered the choice.

Commissioner Marion made the following motion, seconded by Commissioner Lowe, and passed by the following vote:

"Based on the preceding Findings of Fact, the Planning Commission recommends to City Council approval of the petition of Milestone Communications for a Conditional Use Permit at 1501 Fenwick Drive to allow the construction of a one hundred fifty-four (154) foot telecommunications tower subject to the following conditions:

- 1. The site will be developed in substantial compliance with the conceptual site plan.**
- 2. The height of the tower shall not exceed one hundred fifty-four (154) feet."**

AYES:	Bowden, Johnson, Light, Lowe, Marion, Perault, and Rogers	7
NOES:		0
ABSTENTIONS:		0
ABSENT:		0

The Department of Community Development

City Hall, Lynchburg, VA 24504 **434-455-3900**

To: Planning Commission
From: Planning Division
Date: July 8, 2020
Re: **Conditional Use Permit (CUP) – 1501 Fenwick Drive – Telecommunications Tower**

I. PETITIONER

Milestone Tower Limited Partnership IV, d/b/a Milestone Communications, 12110 Sunset Hills, Road, Suite 100, Reston, Virginia 20190

Representative: J. Lori H. Schweller, Williams Mullen, 321 East Main Street, Suite 400, Charlottesville, Virginia 22902

Property Owner:

City of Lynchburg, 900 Church Street, Lynchburg, Virginia 24504

II. LOCATION

The subject properties consist of approximately seven and four tenths (7.4) acres located at 1501 Fenwick Drive.

III. PURPOSE

The purpose of the petition is to allow the construction of a one hundred fifty-four (154) foot monopole tower to be used for telecommunications.

IV. SUMMARY

- The City's *Comprehensive Plan 2013-2030, Future Land Use Map (FLUM)* recommends a "Low Density Residential" and "Resource Conservation" use for the property.
- Telecommunication towers are permitted in an R-1, Low Density Residential District upon approval of a Conditional Use Permit by City Council.

The Planning Division recommends approval of the CUP petition.

V. FINDINGS OF FACT

- 1. Comprehensive Plan.** The *Future Land Use Map (FLUM)* recommends a "Low Density Residential" and "Resource Conservation" use for the property.

Low Density Residential areas are dominated by single family detached housing at densities of up to four dwelling units per acre. These areas are colored light yellow on the Future Land Use Map. In addition to residential uses, they may include public and institutional uses compatible in scale with single family residential homes. Private recreation uses, including country clubs and swim and racquet clubs, and private open space are also appropriate for Low Density Residential areas. (*p. 72*)

Resource Conservation Areas encompass lands with special natural characteristics that limit land uses and development to protect the City's environmental health. The mapped Resource Conservation Areas include the steep slopes of Candler's Mountain as well as the City's stream valleys. The stream valleys, as defined in this Comprehensive Plan, include streams and rivers, their 100-year floodplains, connected wetlands and adjacent steep slopes. Steep slopes are

defined as slopes of 25% or greater. The actual boundaries of the Resource Conservation Area should be determined on a site-by-site basis using the best available environmental data.

Resource Conservation Areas are planned to remain in vegetated open space with development limited to: 1) trails and other passive recreational facilities that involve minimal removal of vegetation, and 2) public facilities that must be located in stream valleys. These include sewer mains, wastewater treatment plants, water intakes and outfalls, road crossings, and public boat ramps. The goal is to keep Resource Conservation Areas as natural as possible to stabilize slopes, prevent soil erosion, provide natural absorption areas for urban runoff, moderate climate, and provide wooded areas for wildlife and for the respite of City dwellers. Many of the stream valley Resource Conservation Areas are recommended to become greenways in the Parks and Recreation element, and thus may have public access trails. Other Resource Conservation Areas, not designated as greenways on the Parks & Recreation Map, are to remain in natural vegetation for purely environmental protection reasons. (p. 77)

The Comprehensive Plan notes that in order for the City to maintain a “Diverse & Vital Economy” and continue in its role as the economic engine for the region it must keep pace with changes in technology and telecommunications. (p. 9)

2. **Zoning.** The subject property was annexed into the City in 1976 from Campbell County. The existing R-C, Resource Conservation District and R-1, Low Density Residential District were established in 1978.
3. **Board of Zoning Appeals (BZA).** The Zoning Administrator has determined that no variances are needed for the development of the property as proposed.
4. **Surrounding Area.** There have been several items requiring City Council approval in the immediate area:
 - On February 22, 1979, City Council approved the Conditional Use Permit petition of J.B. Forehad to allow a tire store at 1005 Sheffield Drive.
 - On April 13, 1993, City Council approved the Conditional Use Permit petition of Lynchburg City Schools to allow the installation of a modular classroom at 1350 Fenwick Drive.
 - On June 16, 2000, City Council approved the Conditional Use Permit petition of Lynchburg City Schools to allow the construction of a classroom and additional parking at 115 Kenwood Place.
 - On April 10, 2001, City Council approved the Conditional Use Permit petition of Wards Road Properties LC to allow fill within the 100 Year Floodplain at 2601 Old Wards Road.
 - On July 9, 2002, City Council approved the Conditional Use Permit petition of Watts Petroleum Corporation to allow the construction of a car wash at 2209 Wards Road.
 - On November 13, 2007, City Council approved the petition of Robert Hartless to rezone 2415 Wards Road from B-3, Community Business District to (B-5C, General Business District (Conditional) to allow a rental car office with vehicle storage area.
5. **Site Description.** The subject property is located at 1501 Fenwick Drive and contains approximately seven and four tenths (7.4) acres. The property is wooded, shares a boundary with Rock Castle Creek to the West and is bisected by Tributaries of Rock Castle Creek. The

property has approximately nine hundred (900) feet of frontage on the Lynchburg Expressway and is proposed to be accessed from Old Wards Road.

6. **Proposed Use of Property.** If the CUP petition is approved a one hundred fifty-four (154) foot telecommunications tower would be constructed on the property.
7. **Traffic, Parking and Public Transit.** N/A
8. **Stormwater Management.** A stormwater management plan is not anticipated as disturbed area will not exceed five thousand (5000) square feet. An Erosion & Sediment Control plan will be required if disturbed areas exceed one thousand (1000) square feet.
9. **Emergency Services:** The City Fire Marshal provided comments related to emergency access and spill control for the generator. The City Police Department had no comments of concern related to the CUP petition.
10. **Impact.** The original concept plan had the proposed development located within the 100 Year Flood Plain and access from Fenwick Drive. After discussion with staff the proposed tower was moved to the location indicated on the concept plan and access proposed from Old Wards Road.

Zoning Ordinance Section 35.2-73.3 states that towers in residential districts shall not exceed a maximum height of fifty (50) feet unless City Council approves a conditional use permit authorizing a maximum height in excess of the limit. The request would be one hundred four (104) feet in excess of that which is permitted by right in the residential district. The primary impact from the proposed telecommunications tower will be visual. The petitioner has submitted photo simulations of the tower from various locations within the area. The proposed tower will be visible from some residential areas.

The City's Telecommunications Ordinance has not been revised since the late 1990's and is no longer compliant with Federal or State Law. The City is in the process of updating the Telecommunications Ordinance and the new Ordinance will actually relax regulations on telecommunication providers as required.

11. **Technical Review Committee.** The Technical Review Committee (TRC) reviewed the petition on March 31, 2020. Comments have or will be addressed prior to final site plan approval.

VI. PLANNING DIVISION RECOMMENDATION

Based on the preceding Findings of Fact, the Planning Commission recommends to City Council approval of the petition of Milestone Communications for a Conditional Use Permit at 1501 Fenwick Drive to allow the construction of a one hundred fifty-four (154) foot telecommunications tower subject to the following conditions:

1. **The site will be developed in substantial compliance with the conceptual site plan.**
2. **The height of the tower shall not exceed one hundred fifty-four (154) feet.**

This matter is respectfully offered for your consideration.



William T. Martin, AICP
City Planner

pc: Ms. Bonnie M. Svrcek, City Manager
Mr. Reid Wodicka, Deputy City Manager
Mr. Walter C. Erwin, City Attorney
Mr. Kent L. White, Director of Community Development
Mr. J. Lee Newland, City Engineer
Ms. Cynthia Kozerow, Lynchburg Police Department
Battalion Chief Thomas Goode, Fire Marshal
Mr. Doug Saunders, Building Official
Mr. Kevin Henry, Zoning Administrator
Ms. J. Lori H. Schweller, Representative

VII. ATTACHMENTS

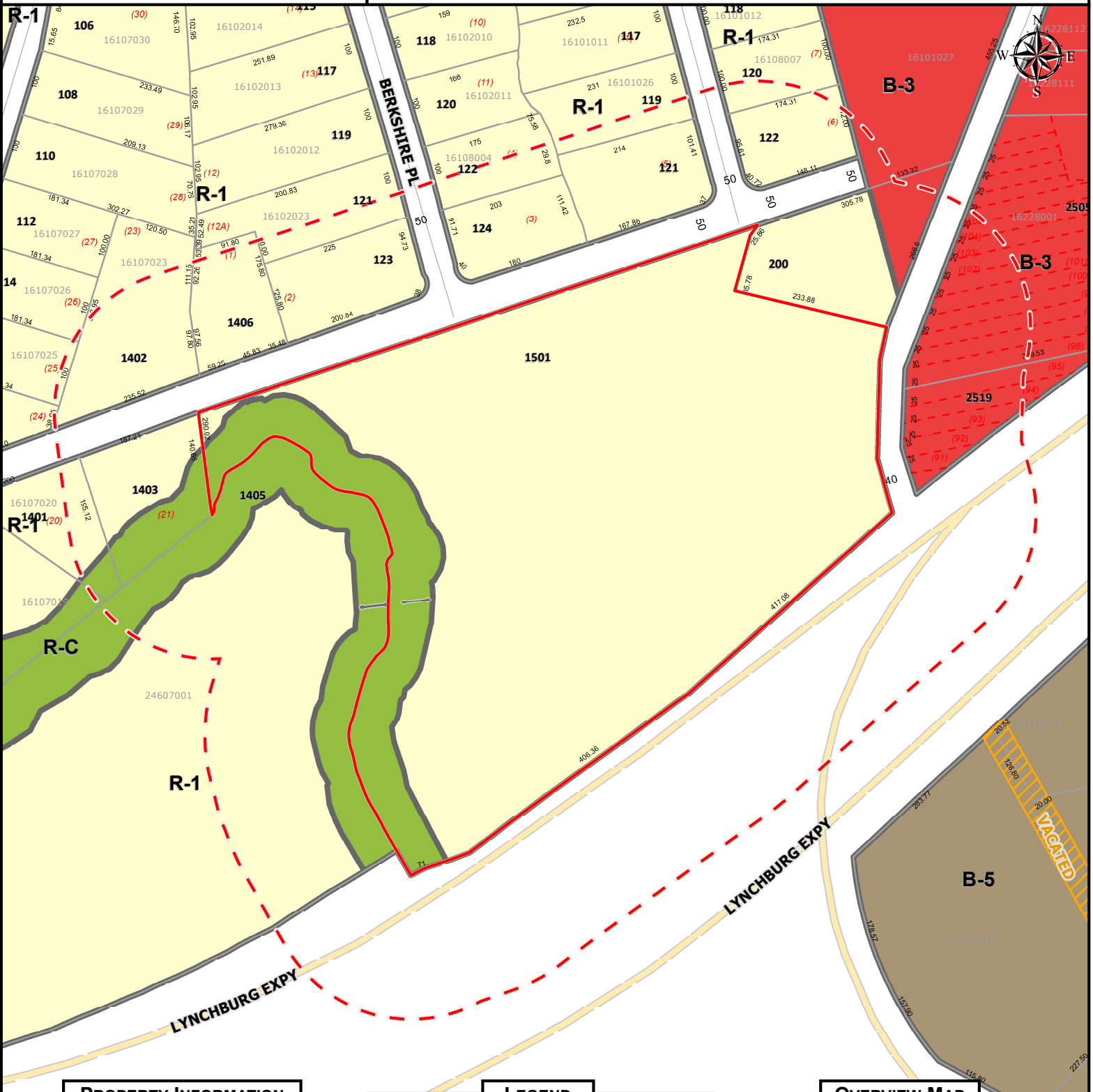
- 1. Zoning Map with Adjoining Property Owners**
- 2. Future Land Use Map**
- 3. Watershed Map**
- 4. Planimetric and Topographic Map**
- 5. Concept Plan**
- 6. Narrative**
- 7. Photo Simulations**
- 8. Property Photographs**

Zoning-TRC Map

1501 FENWICK DRIVE

TRC

Milestone Communications



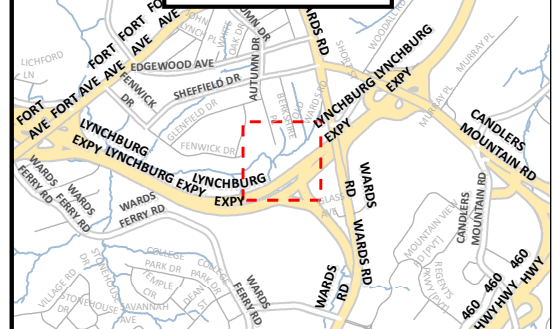
PROPERTY INFORMATION

PARCEL ID	ADDRESS
16109001	1501 FENWICK DR

LEGEND

 Subject Property		
 215' Buffer		
 B-1	 I-1	 R-1
 B-3	 I-2	 R-2
 B-4	 I-3	 R-3
 B-5	 IN-1	 R-4
 R-C	 IN-2	

OVERVIEW MAP



MAP SCALE: 1" to 200' DATE PRINTED: 3/18/2020

DISCLAIMER: THIS MAP IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS SUCH. THE INFORMATION DISPLAYED IS A COMPILATION OF RECORDS, INFORMATION, AND DATA OBTAINED FROM VARIOUS SOURCES. THE CITY OF LYNCHBURG IS NOT RESPONSIBLE FOR ITS ACCURACY OR HOW CURRENT IT MAY BE.

1501 Fenwick Drive

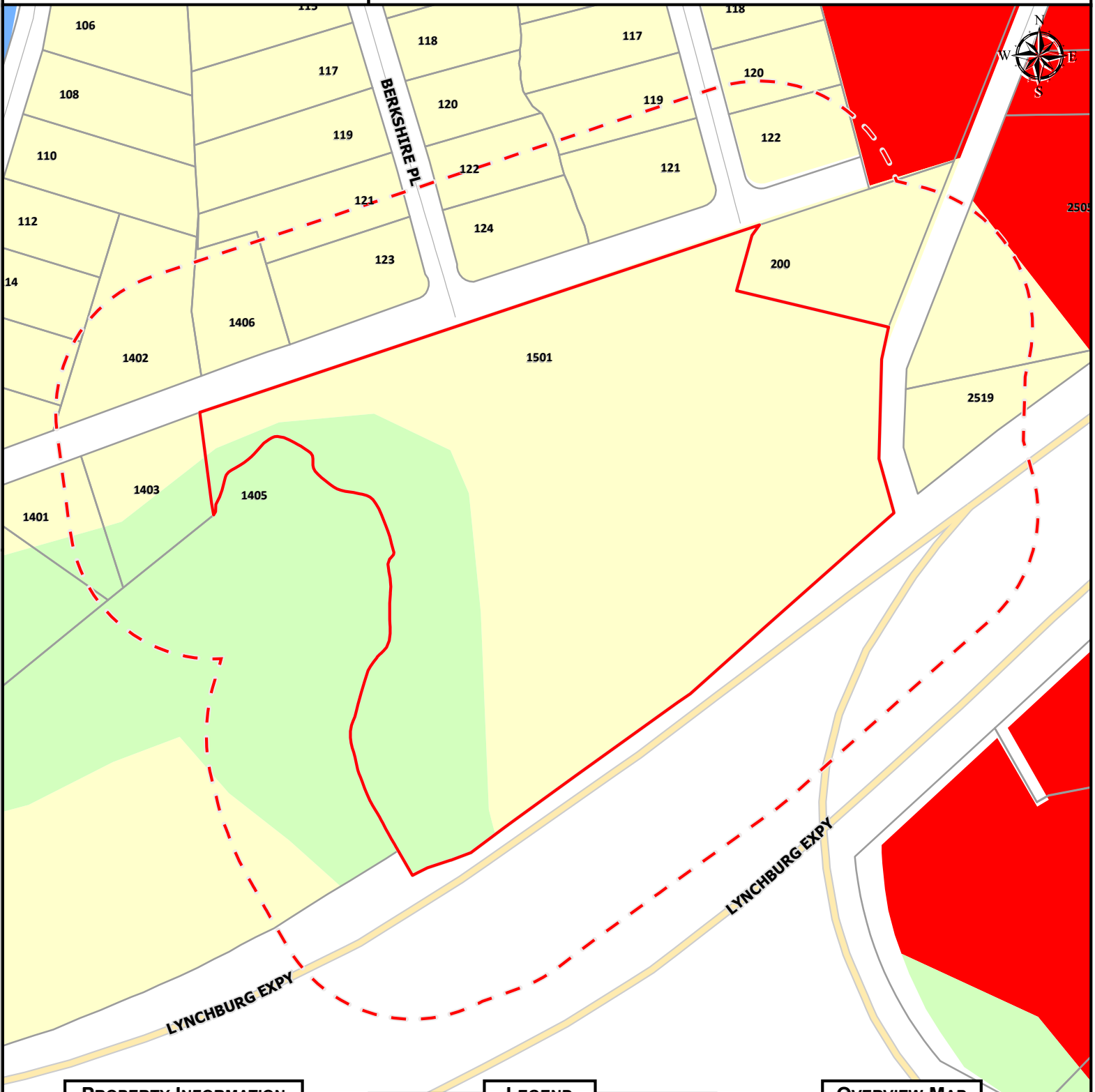
Parcel ID	Address	Owner
16101026	119 MIDDLEBORO PL	GOIN, JOE W & ANNIE F
16101027	2317 WARDS RD	LIBERTY UNIVERSITY INC
16102023	121 BERKSHIRE PL	CASSIDY, MICHAEL W & WENDY R
16107019	1341 FENWICK DR	HUGHES, STEVEN E & THELMA S
16107020	1401 FENWICK DR	J B FOREHAND & CO INC
16107021	1403 FENWICK DR	J B FOREHAND & CO INC
16107023	1402 FENWICK DR	MARTIN, KENNETH R & BURLEIGH, MARY E
16107024	118 KENWOOD PL	MCPHERSON, DEBORAH J K
16107025	116 KENWOOD PL	BURRUSS, BESS P
16107026	114 KENWOOD PL	FAIX, TIMOTHY C & VICKI
16108001	1406 FENWICK DR	CASSIDY, MICHAEL W & WENDY R
16108002	123 BERKSHIRE PL	CASSIDY, NANCY W
16108003	124 BERKSHIRE PL	MARSHALL, ROBERT A & CONSTANCE T
16108004	122 BERKSHIRE PL	WILSON, MICHAEL T JR & JESSICA M
16108005	121 MIDDLEBORO PL	COCKE, MARSHALL L JR & HELEN M
16108006	122 MIDDLEBORO PL	STEINEMAN, ANDREW R & LAURIE A
16108007	120 MIDDLEBORO PL	SIMPKINS, RICKY L SR & SHARON L
16109001	1501 FENWICK DR	CITY OF LYNCHBURG
16109002	200 MIDDLEBORO PL	CHILDRESS, JIMMIE D & SHIRLEY
16228001	2505 WARDS RD	TWENTY FIVE-05 WARDS ROAD ASSOCIATES
16228090	2519 OLD WARDS RD	TWENTY-FIVE-05 WARDS ROAD ASSO
24607001	1405 FENWICK DR	CITY OF LYNCHBURG

FLUM Map

TRC

1501 FENWICK DRIVE

Milestone Communications



PROPERTY INFORMATION

PARCEL ID

ADDRESS

16109001

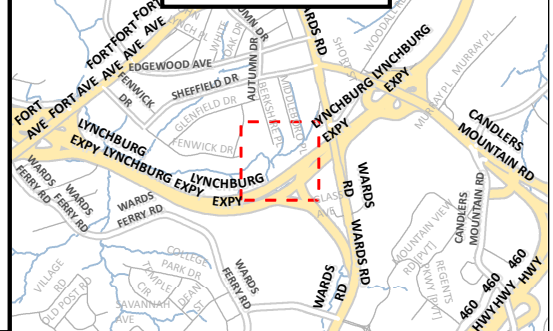
1501 FENWICK DR

LEGEND

- | | |
|----------------------------|-----------------------|
| Local Historic District | Employment 1 |
| Traditional Residential | Employment 2 |
| Low Density Residential | Downtown |
| Medium Density Residential | Institution |
| High Density Residential | Public Use |
| Neighborhood Commercial | Public Parks |
| Community Commercial | Resource Conservation |
| | Mixed Use |

MAP SCALE: 1" to 200' DATE PRINTED: 3/18/2020

OVERVIEW MAP



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Watershed Map

TRC

1501 FENWICK DRIVE

Milestone Communications



PROPERTY INFORMATION

PARCEL ID

ADDRESS

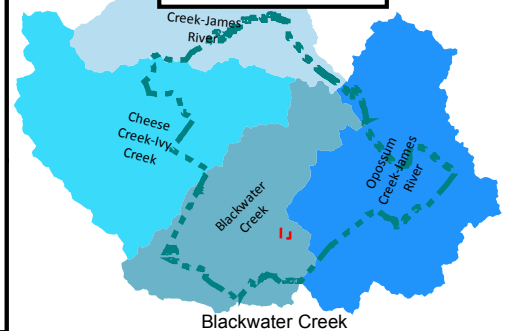
16109001

1501 FENWICK DR

LEGEND

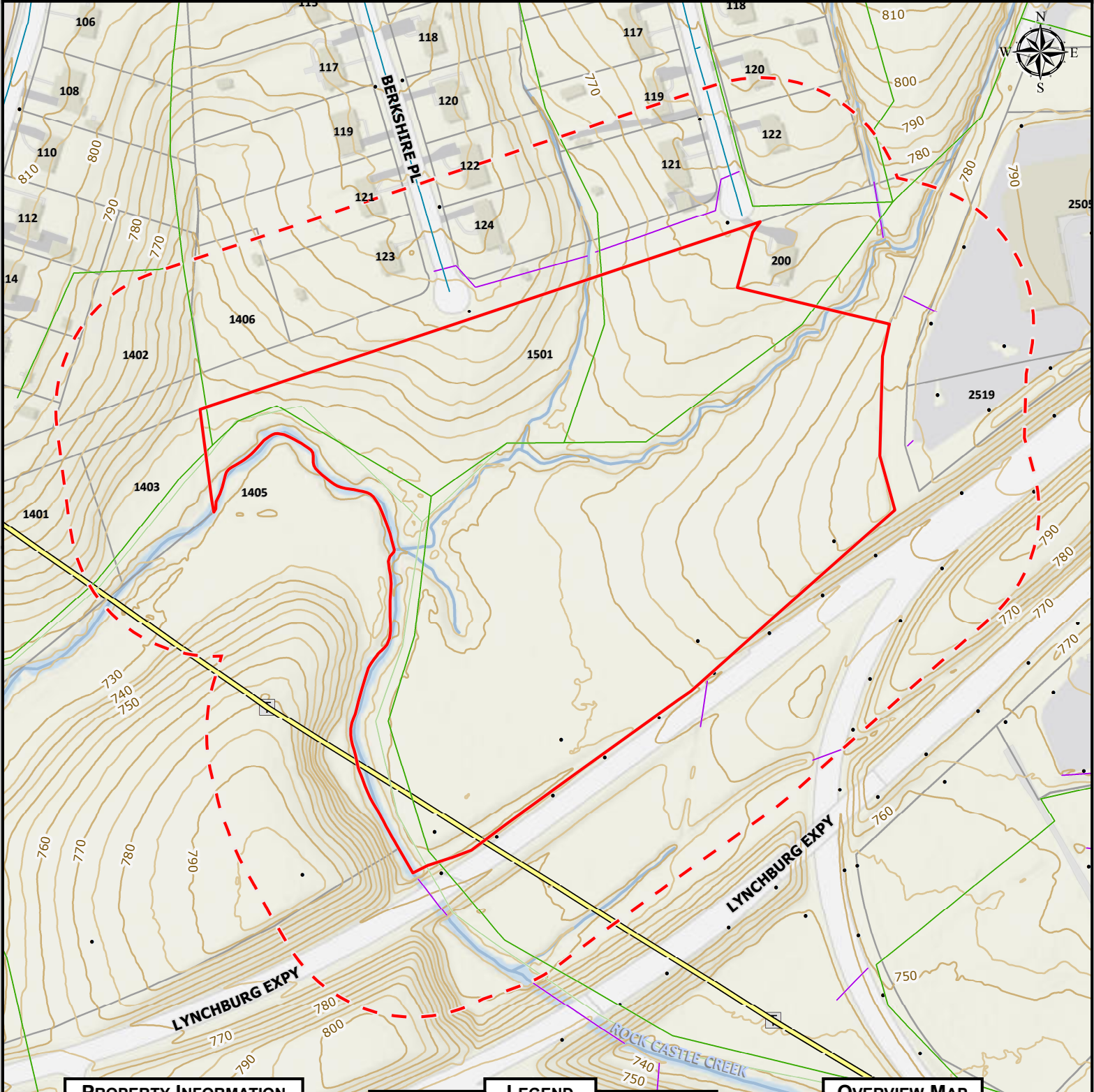
- Subject Property
- Base Flood Elevation
- Floodway
- Floodzone
- River / Lake / Stream

OVERVIEW MAP



MAP SCALE: 1" to 200' DATE PRINTED: 3/18/2020

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PROPERTY INFORMATION

PARCEL ID	ADDRESS
16109001	1501 FENWICK DR

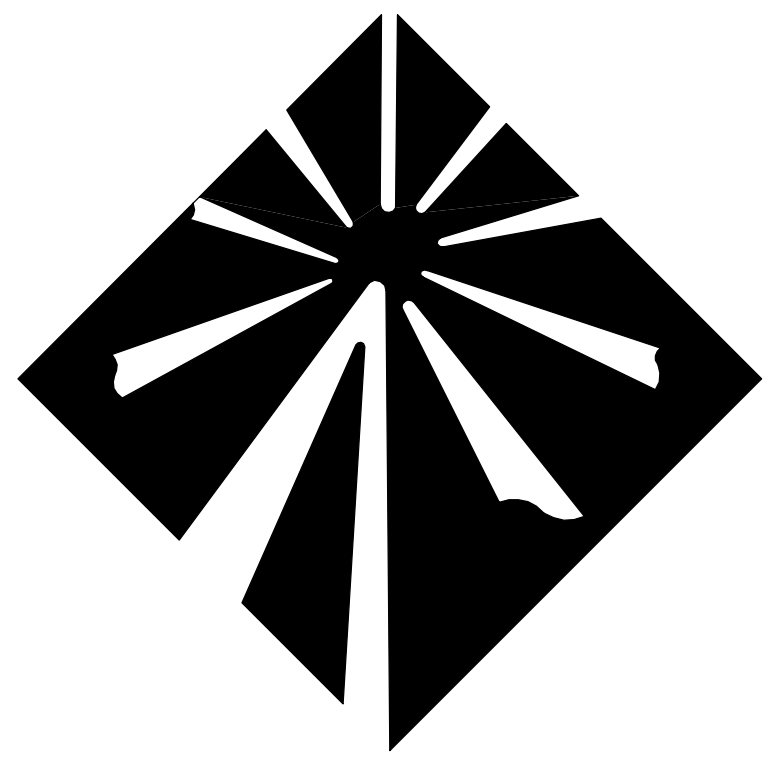
LEGEND

	Active	Proposed	Abandoned
Utilities	Water (solid blue)	Water (dashed blue)	Water (dotted blue)
	Sanitary (solid green)	Sanitary (dashed green)	Sanitary (dotted green)
	Storm (solid purple)	Storm (dashed purple)	Storm (dotted purple)
Structure	Roadway (solid grey)		
Planimetrics	Parking (solid dark grey)		
	Sidewalk (solid light grey)		
	Driveway (solid very light grey)		
Towers & Trans. Lines	Elec. Trans (solid yellow)		
	Trans. Tower (solid black)		
	Comm. Tower (solid red)		
	Contours (solid brown)		
	100' (solid brown)		
	50' (solid brown)		
	20' (solid brown)		
	10' (solid brown)		
	5' (solid brown)		
	1' (solid brown)		
	Other (solid black)		
	Pole (solid black)		
	Cemetery (solid black)		

OVERVIEW MAP



MAP SCALE: 1" to 200' DATE PRINTED: 3/18/2020



Milestone
COMMUNICATIONS



PT EDGEWOOD 1501 FENWICK DRIVE LYNCHBURG, VA 24502

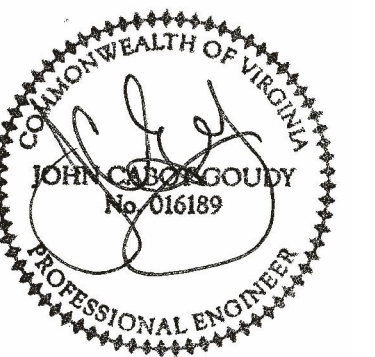


6100 Executive Boulevard
Suite 350
Rockville, MD 20852
Phone: (202)408-0960

SUBMITTALS

DATE	DESCRIPTION	REV.
12-27-19	ZONING REVIEW	
01-27-20	ZONING REVIEW	
02-25-20	MILESTONE COMMENTS	
05-22-20	ZONING REVIEW	
05-29-20	ZONING	

SEAL:



Milestone
COMMUNICATIONS

1. THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY, MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK. THE WORK PERFORMED ON THE PROJECT AND THE MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES.
2. THE ARCHITECT/ENGINEER HAS MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK. THE CONTRACTOR BIDDING THE JOB IS NEVERTHELESS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS AND OR SPECIFICATIONS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS.
3. THE CONTRACTOR OR BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) THE CONSTRUCTION MANAGER OF ANY CONFLICTS, ERRORS, OR OMISSIONS PRIOR TO THE SUBMISSION OF CONTRACTOR'S PROPOSAL OR PERFORMANCE OF WORK. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED IN WRITING OTHERWISE.
4. THE SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND ALL OTHER MATERIALS AND LABOR DEEMED NECESSARY TO COMPLETE THE WORK/PROJECT AS DESCRIBED HEREIN.
5. THE CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO THE SUBMISSION OF BIDS OR PERFORMING WORK TO FAMILIARIZE HIMSELF WITH THE FIELD CONDITIONS AND TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
6. THE CONTRACTOR SHALL OBTAIN AUTHORIZATION TO PROCEED WITH CONSTRUCTION PRIOR TO STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWING/CONTRACT DOCUMENTS.
7. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO THE MANUFACTURER'S/VENDOR'S SPECIFICATION UNLESS NOTED OTHERWISE OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
8. THE CONTRACTOR SHALL PROVIDE A FULL SET OF CONSTRUCTION DOCUMENTS AT THE SITE UPDATED WITH THE LATEST REVISIONS AND ADDENDA OR CLARIFICATIONS AVAILABLE FOR THE USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT.
9. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS WHICH MAY BE REQUIRED FOR THE BY THE ARCHITECT/ENGINEER, THE STATE, COUNTY OR LOCAL GOVERNMENT AUTHORITY.
11. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, EASEMENTS, PAVING, CURBING, ETC. DURING CONSTRUCTION. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO CONSTRUCTION ON OR ABOUT THE PROPERTY.
12. THE CONTRACTOR SHALL KEEP THE GENERAL WORK AREA CLEAN AND HAZARD FREE DURING CONSTRUCTION AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. PREMISES SHALL BE LEFT IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE.
13. THE CONTRACTOR SHALL COMPLY WITH ALL OSHA REQUIREMENTS AS THEY APPLY TO THIS PROJECT.
14. THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER WHERE A CONFLICT OCCURS ON ANY OF THE CONTRACT DOCUMENTS. THE CONTRACTOR IS NOT TO ORDER MATERIAL OR CONSTRUCT ANY PORTION OF THE WORK THAT IS IN CONFLICT UNTIL THE CONFLICT IS RESOLVED BY THE CONSTRUCTION MANAGER.
15. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, PROPERTY LINES, ETC. ON THE PROJECT.

APPROVALS

MILESTONE COMMUNICATIONS:

NAME _____ DATE _____

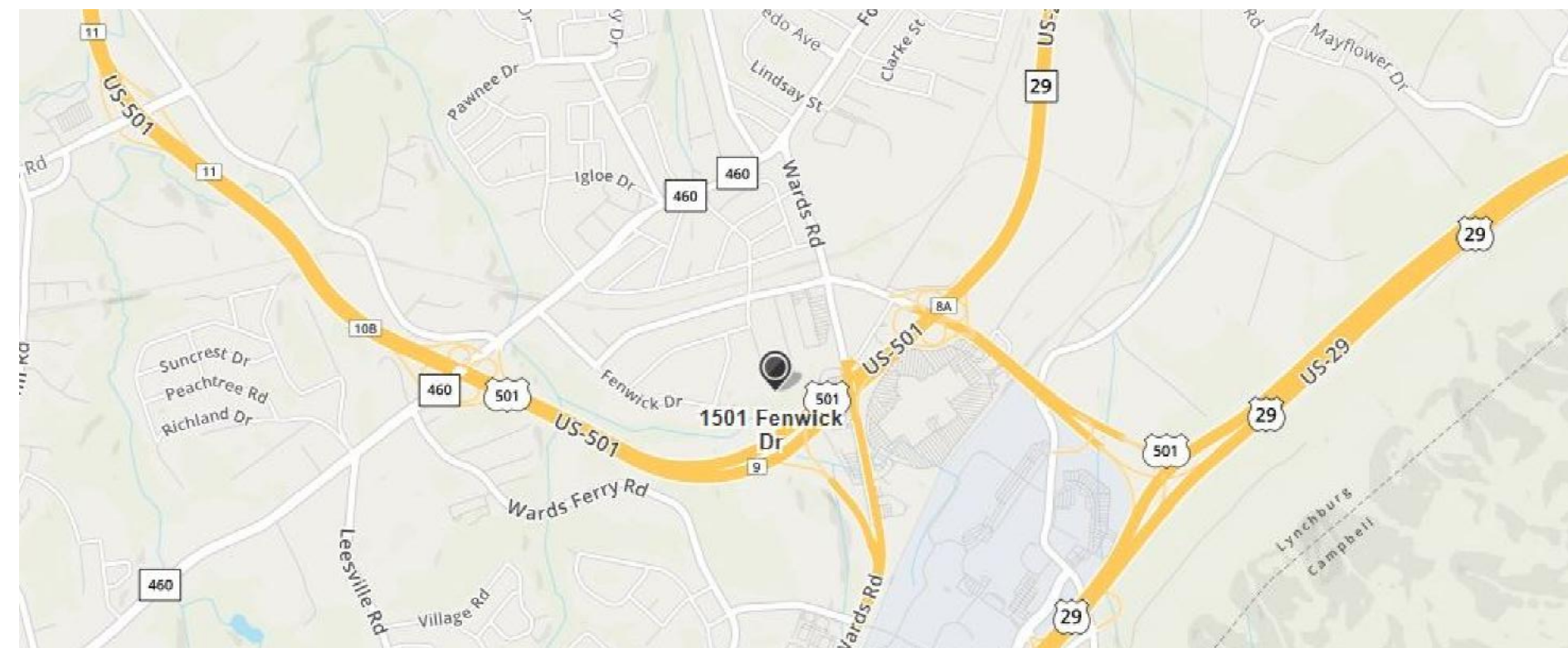
CITY OF LYNCHBURG
REPRESENTATIVE:

NAME _____ DATE _____

DIRECTIONS:

VICINITY MAP

FROM 12110 SUNSET HILLS ROAD, RESTON, VA: TURN RIGHT ON VA-675W/SUNSET HILLS ROAD, TAKE RAMP RIGHT ONTO VA-286S/FAIRFAX COUNTY PARKWAY. TAKE RAMP RIGHT FOR I-66 WEST TOWARD FRONT ROYAL. TAKE RAMP RIGHT TO RT US-29 S. TOWARD GAINESVILLE/WARRENTON. TAKE RAMP RIGHT FOR US-501 NORTH TOWARD CANDLERS MOUNTAIN ROAD IN LYNCHBURG. TURN LEFT ONTO SHEFFIELD DR., THEN TURN LEFT ONTO BERKSHIRE PLACE. TURN RIGHT ONTO GLENFIELD DR., TURN LEFT ON KENDWOOD PLACE. PROCEED TO END OF ROAD THEN TURN RIGHT ONTO FENWICK DRIVE. PROCEED TO 1501 FENWICK DRIVE STRAIGHT AHEAD.



SYMBOLS AND ABBREVIATIONS

ADJ	ADJUSTABLE	MECH	MECHANICAL	⬆	SPOT ELEVATION
APPROX	APPROXIMATE	MFR	MANUFACTURER	⬆	CENTERLINE
CAB	CABINET	MGB	MAIN GROUND BAR	⬆	PLATE
CLG	CEILING	MIN	MINIMUM	⬆	DETAIL NUMBER
CONC	CONCRETE	MTL	METAL	⬆	SHEET NUMBER
CONT	CONTINUOUS	NIC	NOT IN CONTRACT	⬆	
CJ	CONSTRUCTION JOINT	NTS	NOT TO SCALE	⬆	
DIA	DIAMETER	OC	ON CENTER	⬆	
DWG	DRAWING	OPP	OPPOSITE	⬆	
EGB	EQUIPMENT GROUND BAR	SF	SQUARE FOOT	⬆	
EA	EACH	SHT	SHEET	⬆	
ELEC	ELECTRICAL	SIM	SIMILAR	⬆	
EL	ELEVATION	SS	STAINLESS STEEL	⬆	
EQ	EQUAL	STL	STEEL	⬆	
EQUIP	EQUIPMENT	TOC	TOP OF CONCRETE	⬆	
EXT	EXTERIOR	TOM	TOP OF MASONRY	⬆	
FF	FINISHED FLOOR	TOS	TOP OF STEEL	⬆	
GA	GAGE	TYP	TYPICAL	⬆	
GALV	GALVANIZED	VIF	VERIFY IN FIELD	⬆	
GB	GROUND BAR	UON	UNLESS OTHERWISE NOTED	⬆	
GC	GENERAL CONTRACTOR	WWF	WELDED WIRE FABRIC	⬆	
GRND	GROUND	W/	WITH	⬆	
LG	LONG	&	AND	⬆	
LLH	LONG LEG HORIZONTAL	@	AT	⬆	
MAX	MAXIMUM			⬆	

SHEET INDEX

- T-1 TITLE SHEET
- Z-1 SITE PLAN
- Z-1A PROPERTY ADJOINERS AND ZONING MAP
- Z-2 EROSION AND SEDIMENT CONTROL PLAN AND DETAILS
- Z-3 TREE PROTECTION PLAN
- Z-4 UTILITY EASEMENT PLAN
- Z-5 COMPOUND PLAN
- Z-6 MONOPOLE ELEVATION
- Z-7 VZW ANTENNA SCHEDULE AND DETAILS
- Z-8 VZW RADIO HEAD AND OPV DETAILS
- Z-9 VZW EQUIPMENT LAYOUT PLAN AND DETAILS
- Z-10 VZW SITE DETAILS
- Z-11 VZW EQUIPMENT DETAILS
- Z-12 SITE DETAILS

PROJECT DESCRIPTION

- SCOPE OF WORK:
1. INSTALL EROSION AND SEDIMENT CONTROLS.
 2. INSTALL TEMPORARY CONSTRUCTION ENTRANCE AND CLEAR TREES.
 3. INSTALL TEMPORARY GRAVEL ACCESS ROAD TO COMPOUND.
 4. CLEAR AND GRADE SITE TO FINAL SUBGRADE ELEVATION.
 5. INSTALL MONOPOLE FOUNDATION AND MONOPOLE.
 6. INSTALL EQUIPMENT FRAMES AND EQUIPMENT.
 7. INSTALL GROUNDING, MESA CABINET BASE, UTILITY WIREWAY.
 8. INSTALL ELECTRICAL AND TELEPHONE CONDUIT AND HAND HOLES.
 9. INSTALL FENCE AND SITE IMPROVEMENTS.
 10. INSTALL ANTENNAS, CABLES, RRHS AND EQUIPMENT.

PROJECT INFORMATION

PROPERTY OWNER: CITY OF LYNCHBURG
900 CHURCH STREET
LYNCHBURG, VA 24504

APPLICANT: MILESTONE TOWER LIMITED PARTNERSHIP IV
PO BOX 3210
RESTON, VA 20195
MR. LEN FORKAS
(703) 620-2555 EX. 104

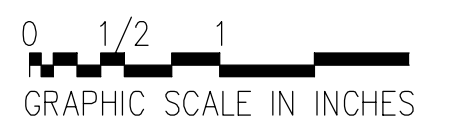
LATITUDE: N 37° 21' 53.186"
LONGITUDE: W 79° 11' 10.184"
GROUND ELEVATION: 745.00' (AMSL)
JURISDICTION: CITY OF LYNCHBURG
PROPERTY INFO: 16109001
PROPERTY AREA: 7.4 AC
CURRENT ZONING: R-1

PROJECT NO: 1050.273

DESIGNER: M.A.

ENGINEER: M.M.

SCALE:



GRAPHIC SCALE IN INCHES

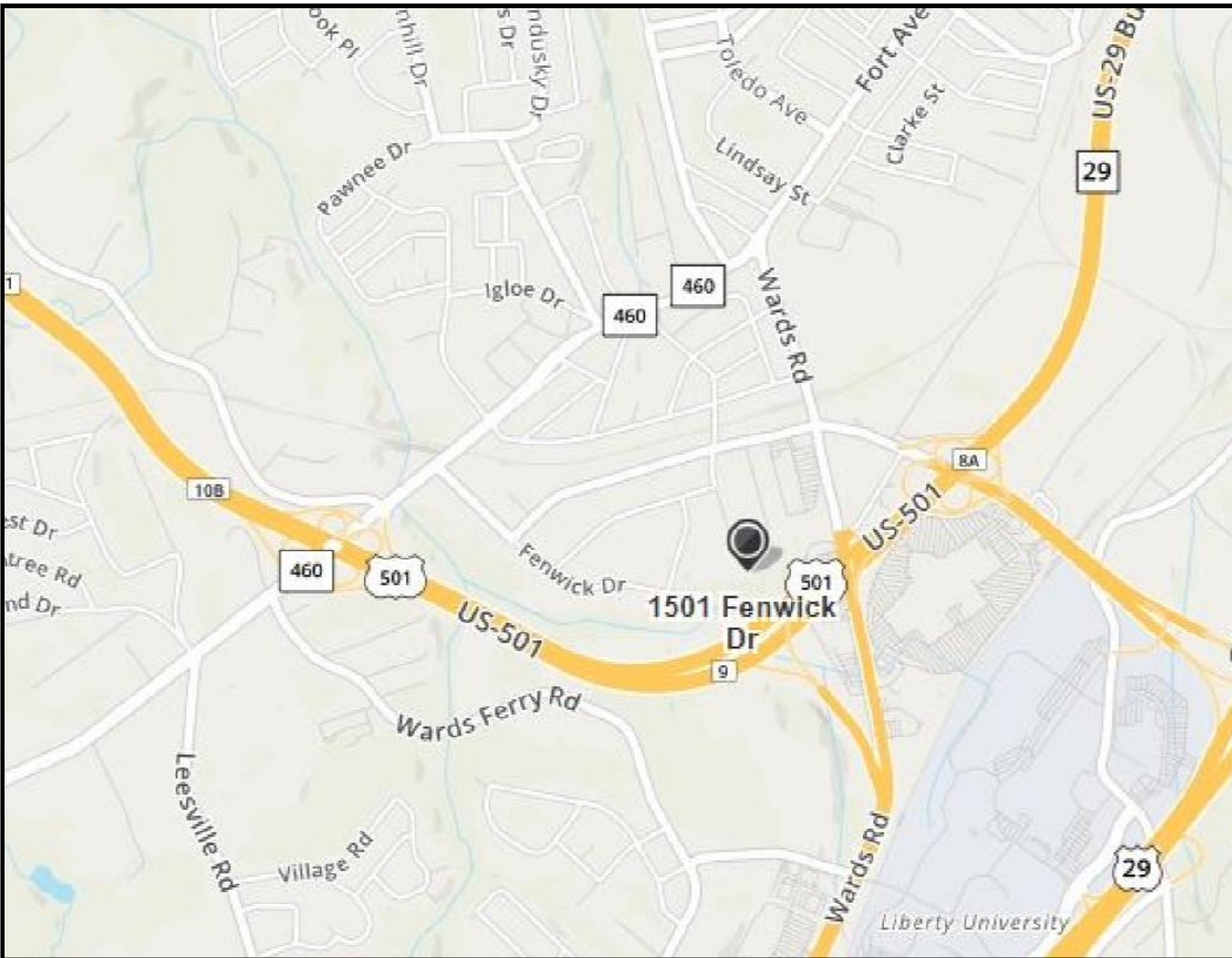
PT EDGEWOOD
1501 FENWICK DRIVE
LYNCHBURG, VA 24502

TITLE:

TITLE SHEET

SHEET NUMBER:

T-1



VICINITY MAP

SCALE: 1" = 2000'



SITE PLAN NOTES

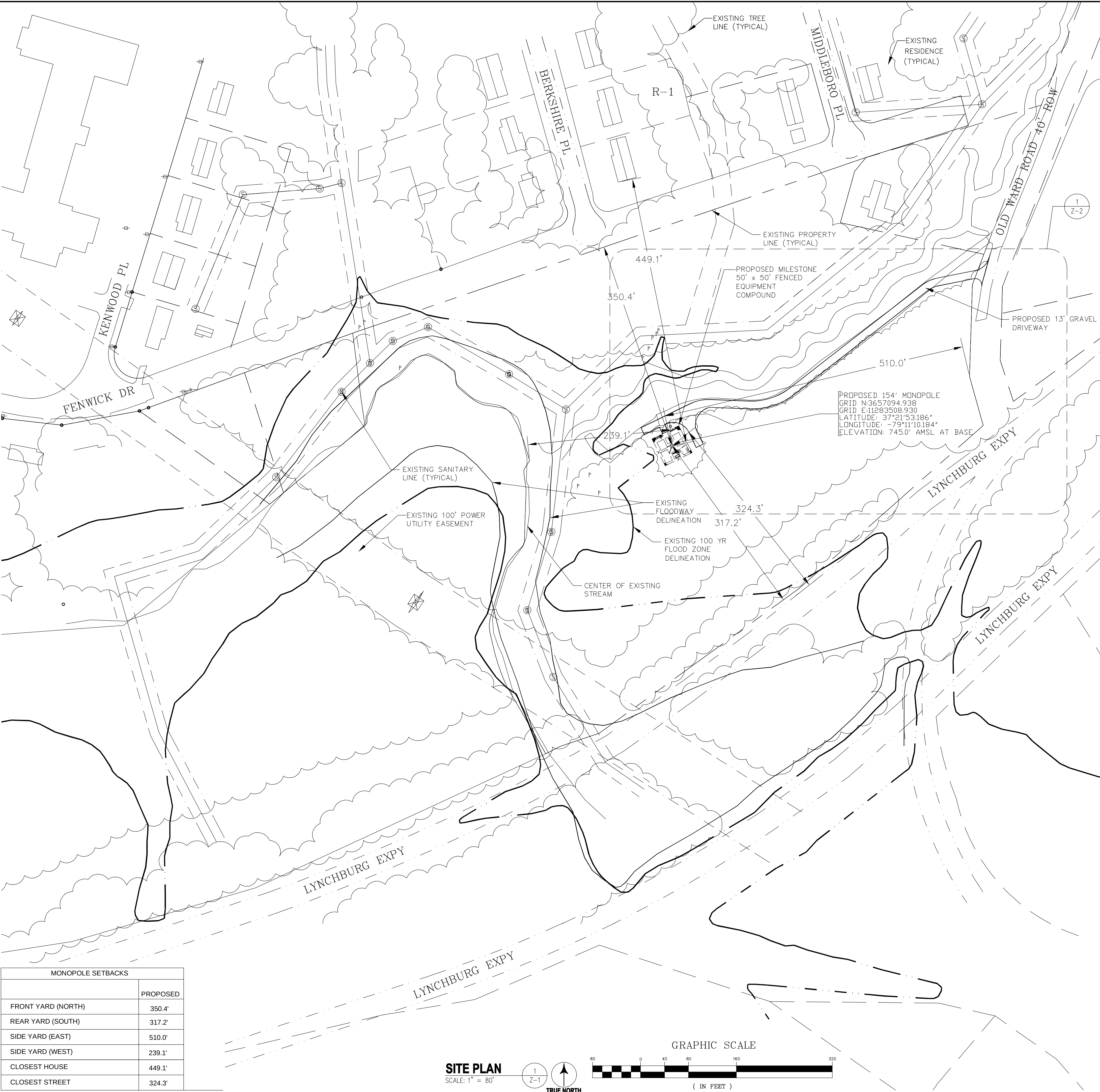
- 1.) SITE NAME: PT EDGEWOOD
- 2.) THIS IS NOT A BOUNDARY SURVEY AND IS NOT TO BE USED FOR THE TRANSFER OF PROPERTY.
- 3.) THE SUBJECT PARCEL INFORMATION;
OWNER: CITY OF LYNCHBURG
CITY MANAGER'S OFFICE
PREMISES ADDRESS: 1501 FENWICK DR
LYNCHBURG, VA 24502
MAILING ADDRESS: 900 CHURCH ST
LYNCHBURG, VA 24504
JURISDICTION: CITY OF LYNCHBURG
PARCEL ID: 16109001
NEIGHBORHOOD: 423 - SHEFFIELD
GIS ACREAGE: 7.4 AC
ZONING: R-1 AND R-C
- 5.) THE DATUM'S ARE NAD 83 AND NAVD 88, AND THE BEARING BASE IS STATE GRID.
- 6.) NO UNDERGROUND UTILITIES HAVE BEEN LOCATED, THE PRESENCE OF ANY SUCH UTILITIES MUST BE CONFIRMED BY THE CONTRACTOR BEFORE CONSTRUCTION.
- 7.) NO WETLANDS HAVE BEEN DEFINED AND ANY AREAS SHOWN AS MARSH, PONDS OR DITCHES ARE DONE SO FROM VISIBLE SURFACE FEATURES AND IN NO WAY CONSTITUTE A DEFINED WETLAND.
- 8.) THE FLOOD ZONE OF THE PROPOSED MONOPOLE IS AS FOLLOWS; FLOOD ZONE X, AREA OF MINIMUM FLOODING, SOURCE, FEMA FLOOD MAP FOR CITY OF LYNCHBURG, VA
COMMUNITY PANEL NUMBER 51009300106D
EFFECTIVE, JUNE 3, 2008
- 9.) A TITLE REPORT WAS REVIEWED FOR THIS PROPERTY.
- 10.) THE DATA COLLECTED AND SHOWN ON THIS DRAWING ARE FOR THE PURPOSES OF CONSTRUCTION OF A CELLULAR MONOPOLE, ANY NECESSARY ANOLLARY EQUIPMENT AND ALL APPROPRIATE EASEMENTS.
- 11.) NO UNRECORDED EASEMENTS ARE SHOWN ON THIS SURVEY AND IT IS POSSIBLE THAT SUCH EASEMENTS IMPACT THE SITE.
- 12.) THIS PROPERTY IS SUBJECT TO ALL MATTERS OF PUBLIC RECORD.
- 13.) THE LOCATION OF THE PROPOSED MONOPOLE IS AS FOLLOWS; THE VALUES LISTED BELOW ARE WITHIN ±50' HORIZONTAL AND ±20' VERTICAL.
LATITUDE: N 37° 21' 53.186"
LONGITUDE: W 79° 11' 10.184"
ELEVATION: 745.00' AMSL AT BASE

LINE TYPES

BOUNDARY LINE - PARENT PARCEL
RIGHT OF WAY BOUNDARY
EDGE OF ASPHALT
EDGE OF CONCRETE
FENCE LINE - CHAIN
1' CONTOUR LINE
5' CONTOUR LINE
TREE OR VEGETATION LINE

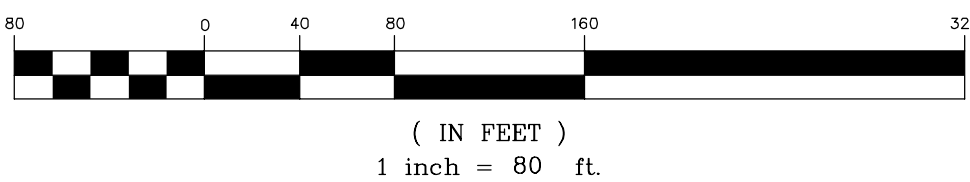
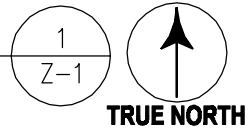
LEGEND

○	FOUND PROPERTY CORNER
△	BENCH MARKS
□	UTILITY POLE
—	SIGN
☆	LIGHT POLE
TP	TELEPHONE PEDESTAL
○	INDIVIDUAL TREE - DECIDUOUS



SITE PLAN

SCALE: 1" = 80'

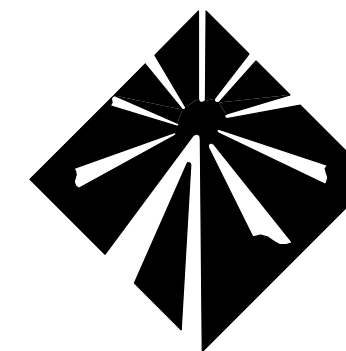
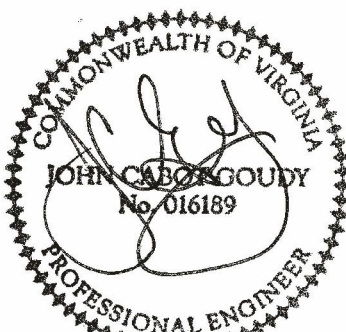


6100 Executive Boulevard
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Phone: (202)408-0960

SUBMITTALS

DATE	DESCRIPTION	REV.
12-27-19	ZONING REVIEW	
01-27-20	ZONING REVIEW	
02-25-20	MILESTONE COMMENTS	
05-22-20	ZONING REVIEW	
05-29-20	ZONING	

SEAL:



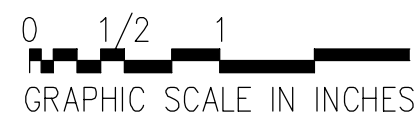
Milestone
COMMUNICATIONS

PROJECT NO: 1050.273

DESIGNER: R.S.

ENGINEER: M.M.

SCALE:



PT EDGEWOOD
1501 FENWICK DRIVE
LYNCHBURG, VA 24502

TITLE:

SITE PLAN

SHEET NUMBER:

Z-1

SUBJECT PARCEL

PARCEL ID: 16109001
N/F
CITY OF LYNCHBURG
CITY MANAGER'S OFFICE
PARCEL ADDRESS: 1501 FENWICK DRIVE
LYNCHBURG, VA 24502
MAILING ADDRESS: 900 CHURCH ST
LYNCHBURG, VA 24504-1620
DOCUMENT 050010293
LEGAL ACREAGE: 7.40
ZONING: R-1 AND R-C

ADJOINERS

1. PARCEL ID: 24607001
N/F
CITY OF LYNCHBURG
CITY MANAGER'S OFFICE
PARCEL ADDRESS: 1405 FENWICK DR
LYNCHBURG, VA 24502
MAILING ADDRESS: PO BOX 1259
LYNCHBURG, VA 24504-1620
LEGAL ACREAGE: 25.14
DOCUMENT 050010293
ZONING: R-1 AND R-C

2. PARCEL ID: 16107021
N/F
J B FOREHAND & CO INC
PARCEL ADDRESS: 1403 FENWICK DR
LYNCHBURG, VA 24502
MAILING ADDRESS: PO BOX 1259
LYNCHBURG, VA 24505-1259
GIS ACREAGE: 0.71
DEED BOOK N/A
ZONING: R-1 AND R-C

3. PARCEL ID: 16107023
N/F
MARTIN, KENNETH R & BURLEIGH, MARY E
PARCEL ADDRESS: 1402 FENWICK DR
LYNCHBURG, VA 24502
MAILING ADDRESS: 2608 W GRACE ST
RICHMOND, VA 23220-1944
LEGAL ACREAGE: 0.975
DOCUMENT 080007301
ZONING: R-1

4. PARCEL ID: 16108001
N/F
CASSIDY, MICHAEL W & WENDY R
PARCEL ADDRESS: 1406 FENWICK DR
LYNCHBURG, VA 24502
MAILING ADDRESS: 121 BERKSHIRE PL
LYNCHBURG, VA 24502-2138
GIS ACREAGE: 0.504
DOCUMENT 070012428
ZONING: R-1

5. PARCEL ID: 16108002
N/F
CASSIDY, NANCY W
PARCEL ADDRESS: 123 BERKSHIRE PL
LYNCHBURG, VA 24502
MAILING ADDRESS: 123 BERKSHIRE PL
LYNCHBURG, VA 24502-2138
GIS ACREAGE: 0.631
DOCUMENT 130008959
ZONING: R-1

6. PARCEL ID: 16108003
N/F
MARSHALL, ROBERT A & CONSTANCE T
PARCEL ADDRESS: 124 BERKSHIRE PL
LYNCHBURG, VA 24502
MAILING ADDRESS: 124 BERKSHIRE PL
LYNCHBURG, VA 24502-2110
GIS ACREAGE: 0.503
DOCUMENT 100003519
ZONING: R-1

7. PARCEL ID: 16108005
N/F
COCKE, MARSHALL L JR & HELEN M
PARCEL ADDRESS: 121 MIDDLEBORO PL
LYNCHBURG, VA 24502
MAILING ADDRESS: 121 MIDDLEBORO PL
LYNCHBURG, VA 24502-2121
GIS ACREAGE: 0.64
DEED BOOK 621 PAGE 741
ZONING: R-1

8. PARCEL ID: 16108006
N/F
STEINEMAN, ANDREW R & LAURIE A
PARCEL ADDRESS: 122 MIDDLEBORO PL
LYNCHBURG, VA 24502
MAILING ADDRESS: 108 LONDON DOWNS DR
FOREST, VA 24551-3020
GIS ACREAGE: 0.465
DOCUMENT 120003308
ZONING: R-1

9. PARCEL ID: 16109002
N/F
CHILDRESS, JIMMIE D & SHIRLEY
PARCEL ADDRESS: 200 MIDDLEBORO PL
LYNCHBURG, VA 24502
MAILING ADDRESS: 200 MIDDLEBORO PL
LYNCHBURG, VA 24502-2100
GIS ACREAGE: 1.004
DOCUMENT N/A
ZONING: R-1 AND B-3

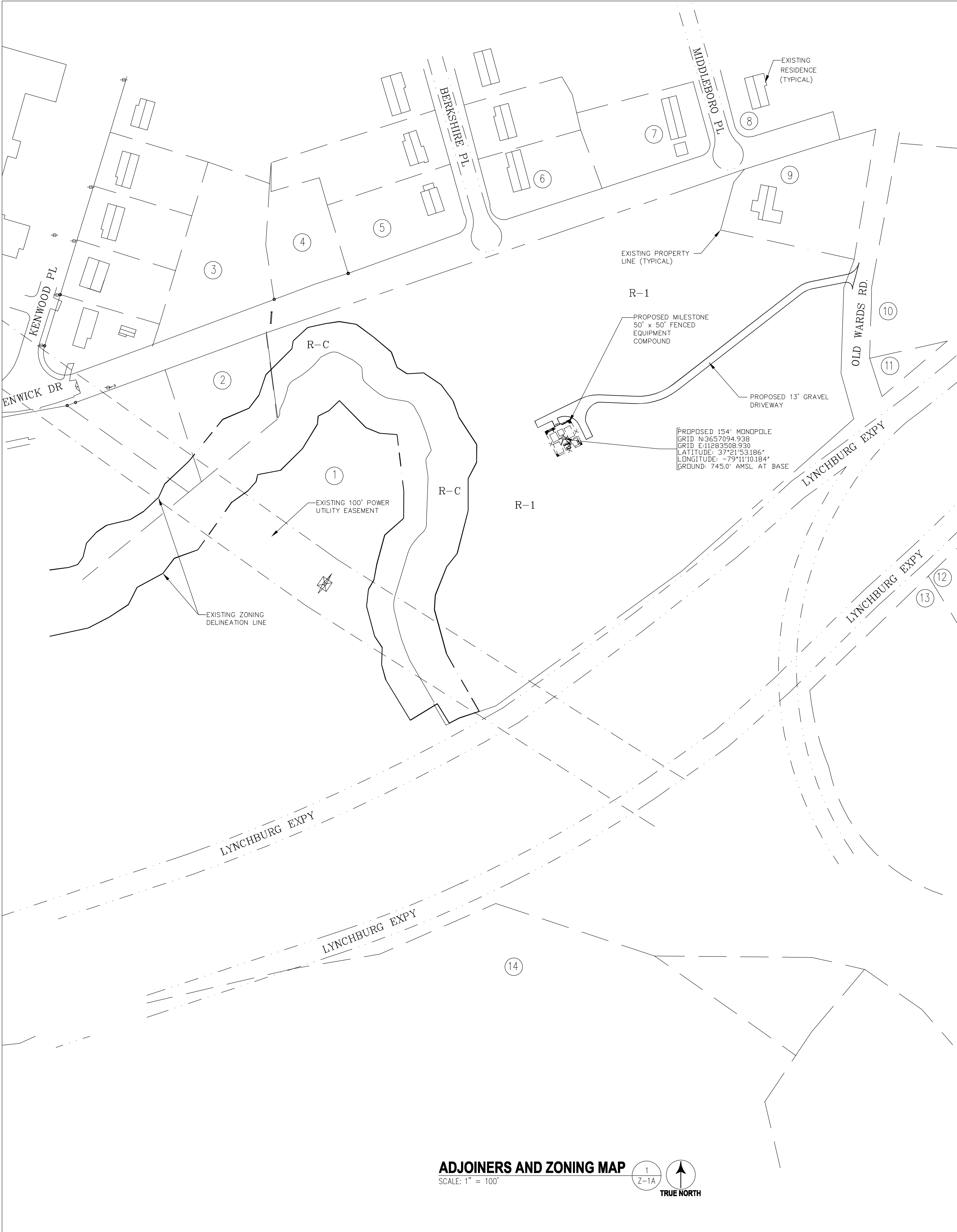
10. PARCEL ID: 16228001
N/F
TWENTY FIVE-05 WARDS ROAD ASSOCIATES
C/O GARY W CASE & CO INC
PARCEL ADDRESS: 2505 WARDS RD
LYNCHBURG, VA 24502
MAILING ADDRESS: 307 BROOK PARK PL
FOREST, VA 24551-2639
LEGAL ACREAGE: 3.088
DEED BOOK 694 PAGE 284
ZONING: B-3

11. PARCEL ID: 16228090
N/F
TWENTY FIVE-05 WARDS ROAD ASSOCIATES
C/O GARY W CASE & CO INC
PARCEL ADDRESS: 25019 OLD WARDS RD
LYNCHBURG, VA 24502
MAILING ADDRESS: 307 BROOK PARK PL
FOREST, VA 24551-2639
LEGAL ACREAGE: 0.534
DEED BOOK 760 PAGE 862
ZONING: B-3

12. PARCEL ID: 16228023
N/F
COMMERCIAL NET LEASE REALTY
ATTN: LEASE ADMINISTRATION
PARCEL ADDRESS: 2535 WARDS RD
LYNCHBURG, VA 24502
MAILING ADDRESS: 6600 N MILITARY TRL
BOCA RATON, FL 33496-2434
LEGAL ACREAGE: 2.715
DOCUMENT N/A
ZONING: B-5

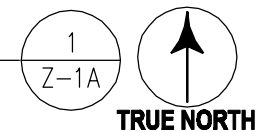
13. PARCEL ID: 16228035
N/F
WARDS ROAD PROPERTIES LC
PARCEL ADDRESS: 2601 OLD WARDS RD
LYNCHBURG, VA 24502
MAILING ADDRESS: PO BOX P7000
LYNCHBURG, VA 24505-7000
LEGAL ACREAGE: 5.314
DOCUMENT 010004496
ZONING: B-5

14. PARCEL ID: 24606003
N/F
CENTRAL VA COMMUNITY COLLEGE
C/O VCCS
PARCEL ADDRESS: 3506 WARDS RD
LYNCHBURG, VA 24502
MAILING ADDRESS: 101 N 14TH ST FL 16
RICHMOND, VA 23219-3662
LEGAL ACREAGE: 102.074
DOCUMENT N/A
ZONING: I-2/R-3/B-3C/B-3/R-C



ADJOINERS AND ZONING MAP

SCALE: 1" = 100'

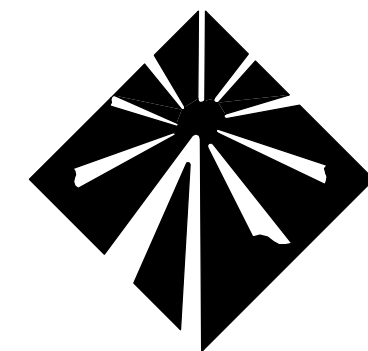
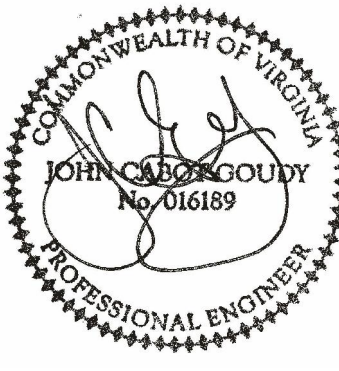


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05-22-20	ZONING REVIEW	
05-29-20	ZONING	

SEAL:



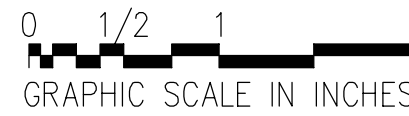
Milestone
COMMUNICATIONS

PROJECT NO: 1050.273

DESIGNER: M.A.

ENGINEER: M.M.

SCALE:



PT EDGEWOOD
1501 FENWICK DRIVE
LYNCHBURG, VA 24502

TITLE:

PROPERTY
ADJOINERS AND
ZONING MAP

SHEET NUMBER:

Z-1A

AREA TABULATION

SITE AREA: 7.40 AC
DISTURBED AREA: 20,069 SF

EXISTING TREE TO BE REMOVED

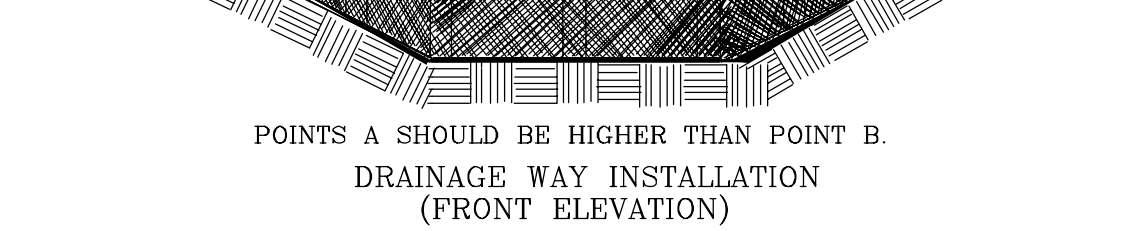
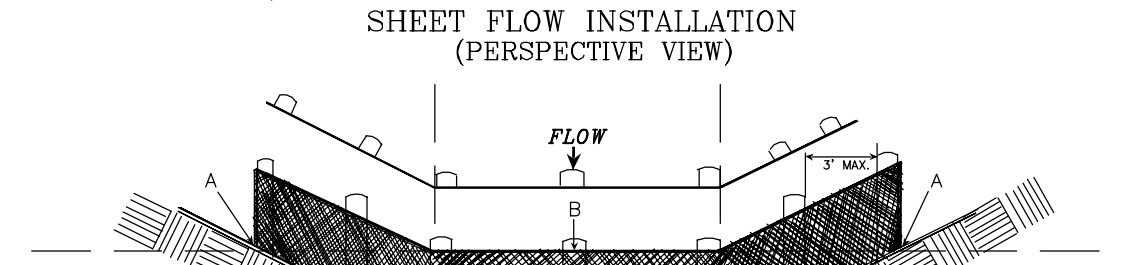
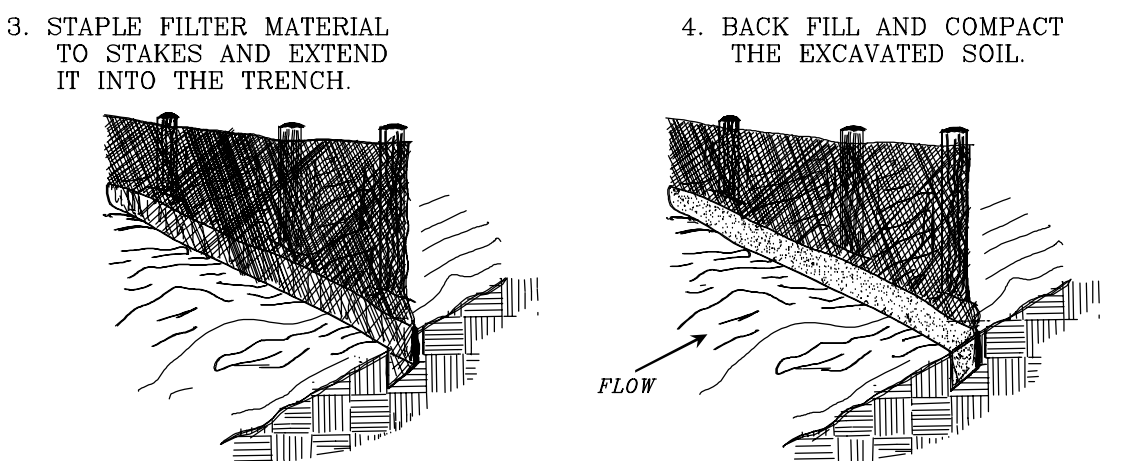
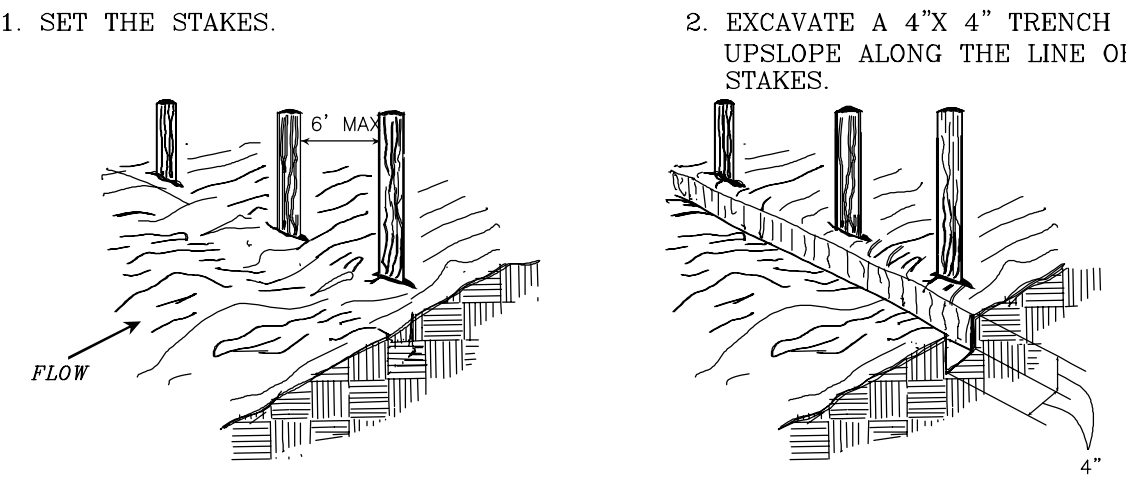
TREES TO BE REMOVED

COMPOUND AREA:
2 12" DIA. DECIDUOUS TREES
1 14" DIA. DECIDUOUS TREE
1 18" DIA. DECIDUOUS TREE
2 20" DIA. DECIDUOUS TREES

ACCESS ROAD AREA:
1 12" DIA DECIDUOUS TREE
1 16" DIA. DECIDUOUS TREE
1 20" DIA. DECIDUOUS TREE

SEE TREE CONSERVATION PLAN SHEET Z-3

CONSTRUCTION OF A SILT FENCE
(WITHOUT WIRE SUPPORT)



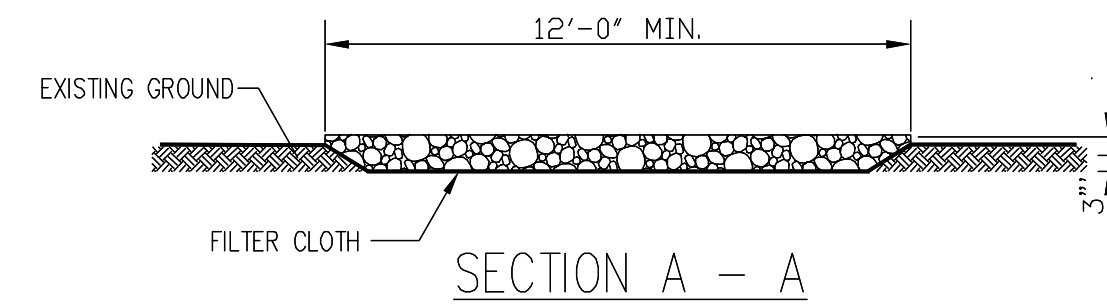
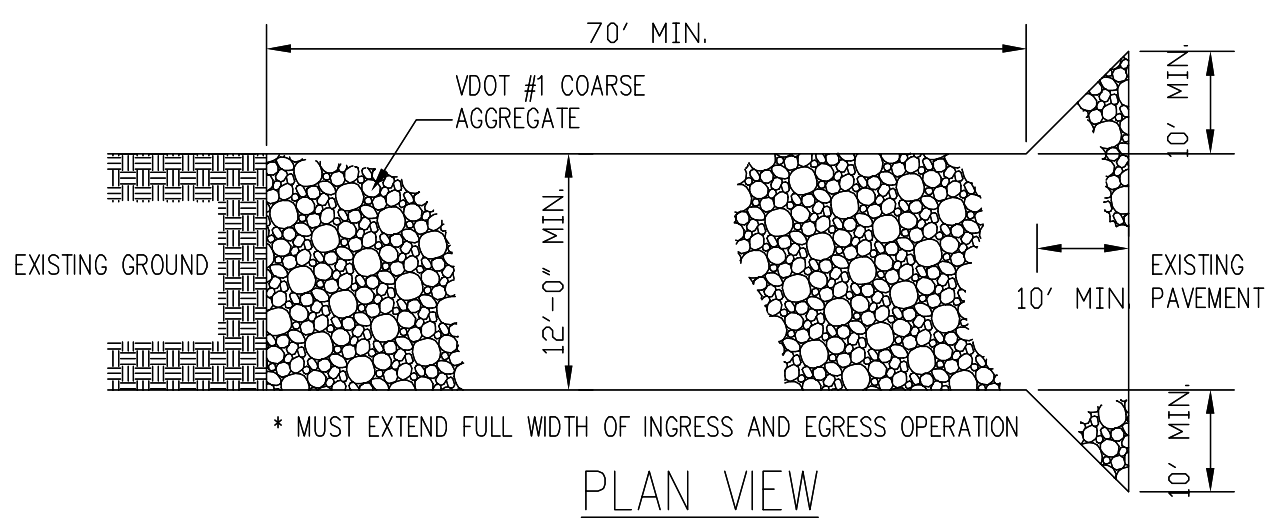
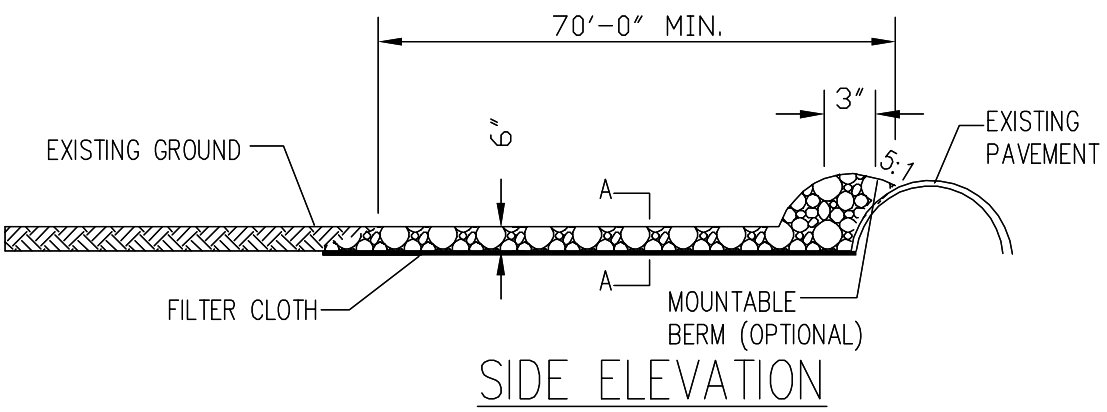
SILT FENCE

SCALE: N.T.S.

2
Z-2

NOTES:

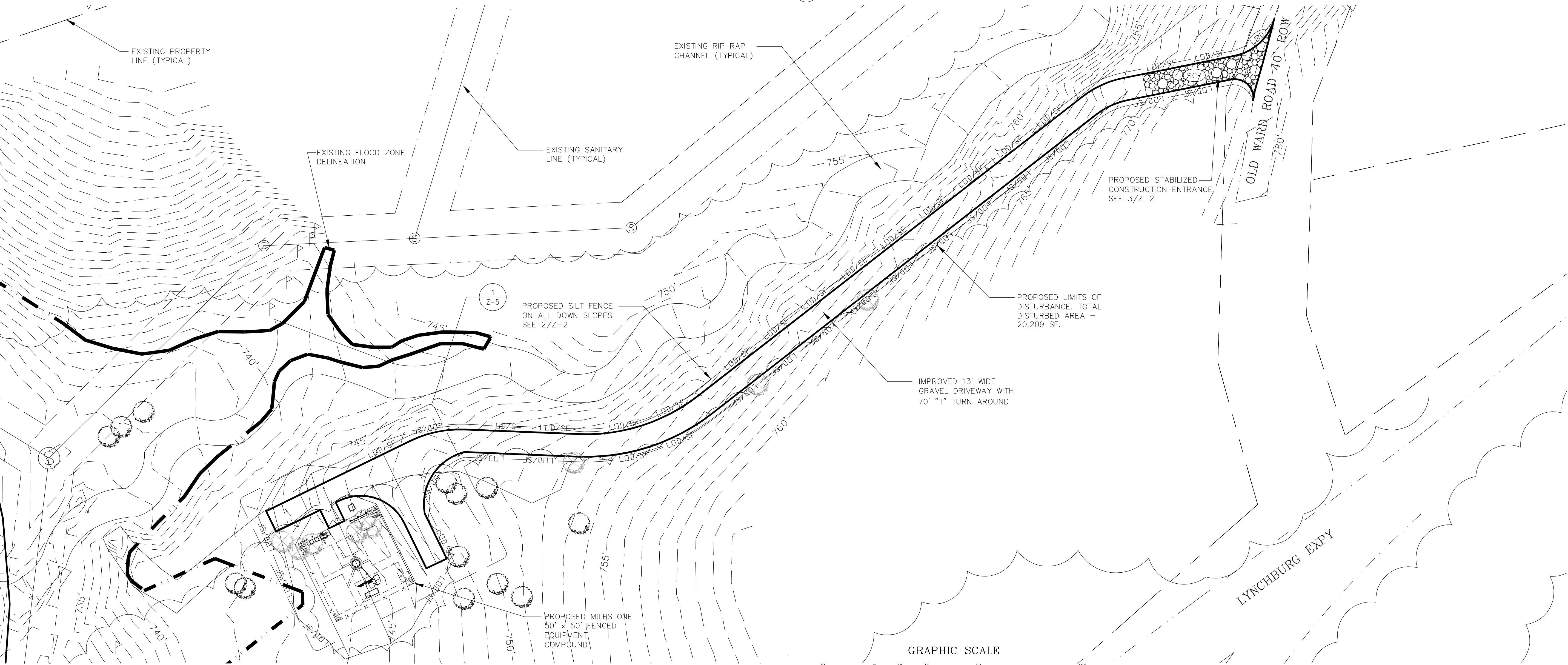
1. SILT FENCES SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
2. CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED SILT FENCE RESULTING FROM END RUNS AND UNDERCUTTING.
3. SHOULD THE FABRIC ON A SILT FENCE DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
4. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
5. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEED.



STONE CONSTRUCTION ENTRANCE

SCALE: N.T.S.

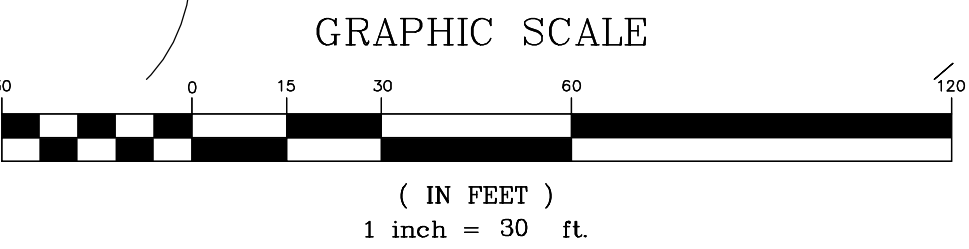
3
Z-2



EROSION AND SEDIMENT CONTROL PLAN

SCALE: 1" = 30'

1
Z-2

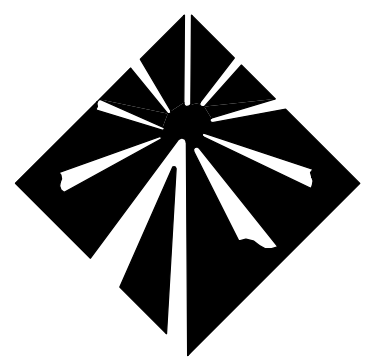


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02-25-20	MILESTONE COMMENTS	
05-22-20	ZONING REVIEW	
05-29-20	ZONING	

SEAL:



Milestone
COMMUNICATIONS

PROJECT NO: 1050.273
DESIGNER: R.S.
ENGINEER: M.M.

SCALE:



PT EDGEWOOD
1501 FENWICK DRIVE
LYNCHBURG, VA 24502

TITLE:

EROSION AND
SEDIMENT CONTROL
PLAN AND DETAILS

SHEET NUMBER:

Z-2

PRE-TO POST-CONSTRUCTION TREE PRESERVATION NOTES:

PRE-CONSTRUCTION REQUIREMENTS/TREATMENTS:
1. ALL WORK SHALL MEET OR EXCEED INDUSTRY STANDARDS AS MOST RECENTLY PUBLISHED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA), THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI), OR THE TREE CARE INDUSTRY ASSOCIATION (TCIA). IF THESE STANDARDS DO NOT COVER A PRESCRIBED TREATMENT, THE WORK SHALL MEET THE STANDARDS APPROVED BY URBAN FOREST MANAGEMENT (UFM).

2. THE LIMITS OF CLEARING AND GRADING SHALL BE CONFORMED TO AS SHOWN ON THE PLAN, SUBJECT TO ALLOWANCES FOR THE INSTALLTION OF FENCES, UTILITIES, AND/OR TRAILS WHICH SHALL BE LOCATED IN THE LEAST DISRUPTIVE MANNER NECESSARY AS DETERMINED BY THE UFMD.

3. ROOT PRUNING SHALL BE COMPLETED IN A SINGLE OPERATION WHERE INDICATED ON THIS PLAN. TRENCHES SHALL BE A MINIMUM 18 INCHES DEEP AND BAKCFILLED IMMEDIATLEY. IF TREE PROTECTION/SILT FENCE IS TO BE INSTALLED AT THE LIMITS, THE ROOT PRUNING TRENCH MAY BE USED FOR TREE PROTECTION/SILT FENCE INSTALLATION.

4. WOOD CHIPS OR OTHER SUITABLE MATERIAL SHALL BE PLACED IN THE FORESTED TREE PRESERVATION AREAS 3 TO 4 INCHES DEEP WITHIN 5 FEET OF AREAS DISTURBED BY TRENCHING. ANY VARIETY OF HARDWOOD OR PINE MULCH CAN BE USED IN ADDTIION TO ANY MULCH THAT HAS BEEN CHIPPED ONSITE FROM UNSAVED TREES OR DEAD LIMBS. ALL MULCH MUST BE PLACED BY HAND.

5. ALL FENCING SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION OF THE PROPOSED PHASE/PROJECT.

6. "TREE PRESERVATION AREA" SIGNS ARE TO BE SECURED TO THE TREE PROTECTION FENCING NO MORE THAN 50-FEET APART. SIGNS SHALL BE SECURED AS NEEDED THROUGHOUT FCONSTRUCTION.

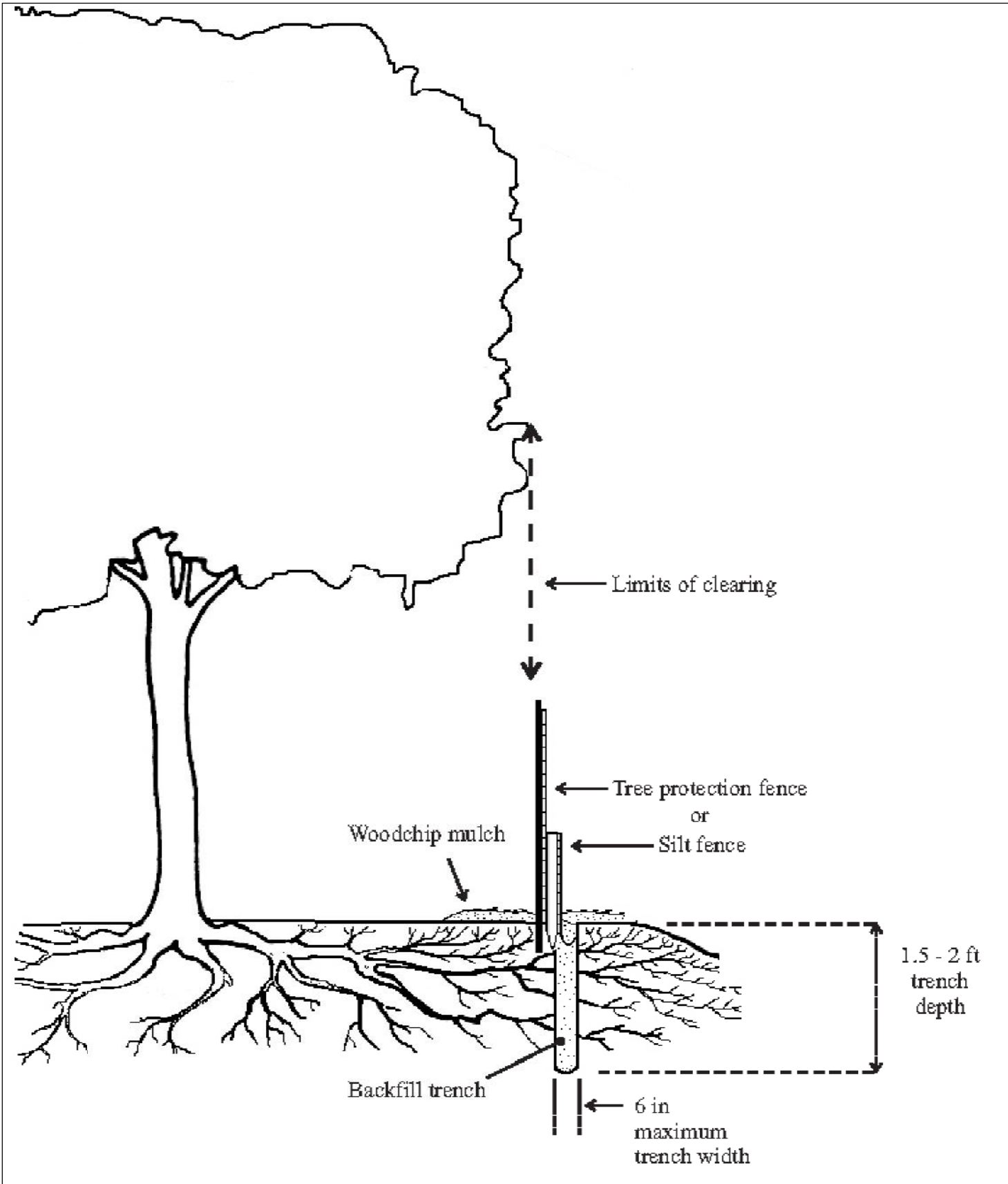
7. THE TREE PROTECTION SIGNS SHOULD BE POSTED IN ENGLISH AND SPANISH, AND READ "TREE PROTECTION ZONE - KEEP OUT - OFF LIMITS TO CONSTRUCTION EQUIPMENT, MATERIALS AND WORKERS" AND IN SPANISH, "ZONA DE PROTECCION DEL ARBOL - PROHIBIDO ENTRAR" (SEE TREE PRESERVATION SIGN DETAIL).

8. HEAVY EQUIPMENT, VEHICULAR TRAFFICE, AND STOCKPILING OF MATERIALS SHALL NOT BE PERMITTED OUTSIDE THE LCG.

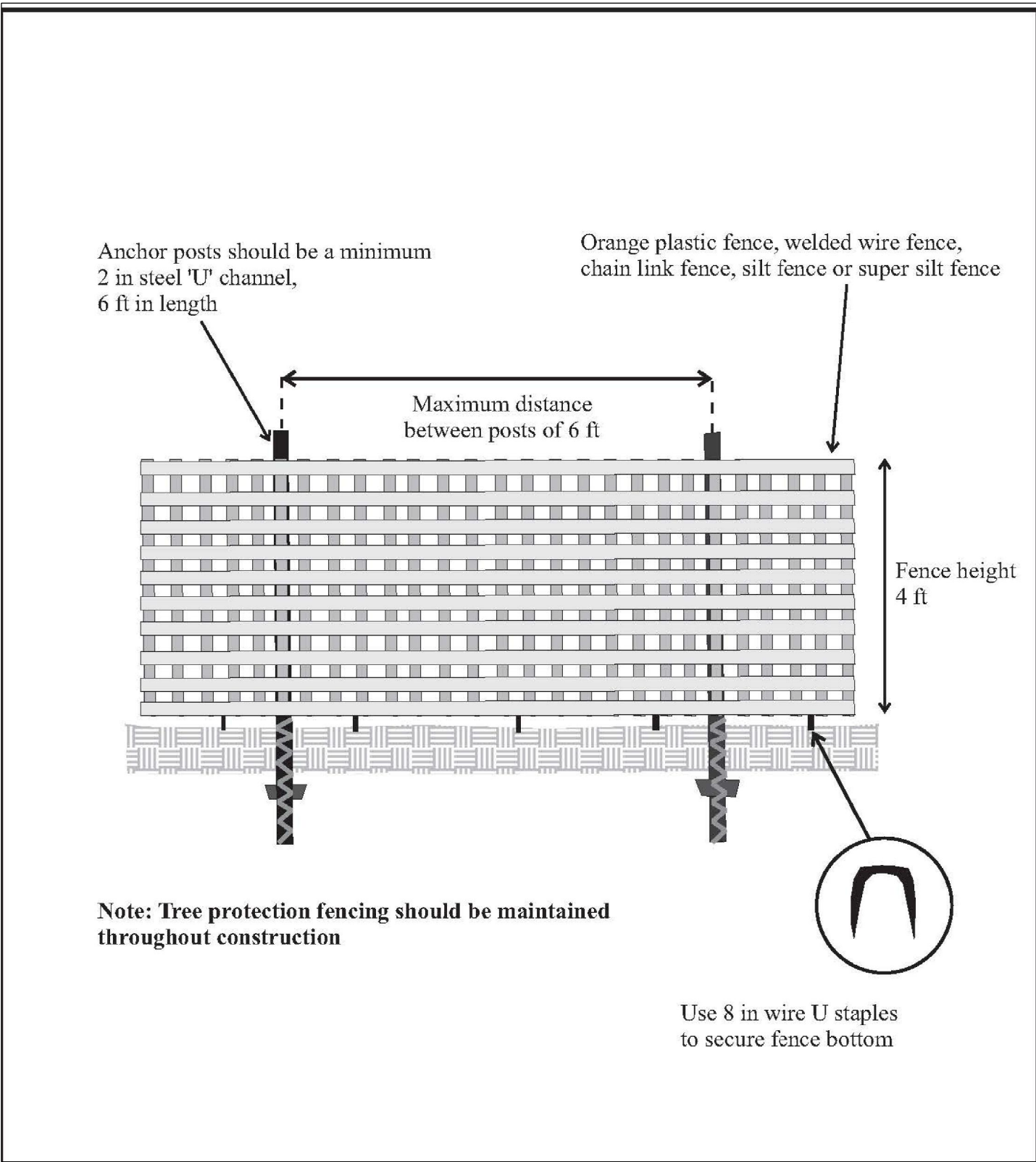
DURING CONSTRUCTION REQUIREMENTS/TREATMENTS:

1. UNDER NO CIRCUMSTANCES IS TRESPASS TO OCCUR WITHIN THE TREE PRESERVATION AREA WITHOUT THE CONSENT OF THE DIRECTOR. SHOULD DAMAGE OCCUR, EVERY EFFORT SHALL BE MADE BY THE CONTRACTOR TO HAVE A LICENSED ARBORIST ATTEMPT TO RESOLVE THE PROBLEM AS SOON AS POSSIBLE.

2. SHOULD ENTRY BE AUTHORIZED BY THE DIRECTOR, 3-4" OF MULCH SHALL BE PLACED WITHIN THE WORK AREA PRIOR TO ENTRY AND SHALL REMAIN IN PLACE THROUGHOUT CONSTRUCTION.



ROOT PRUNING DETAIL 1 Z-3 SCALE: N.T.S.



TREE PROTECTION FENCE DETAIL 2 Z-3 SCALE: N.T.S.

TREE PROTECTION ZONE – KEEP OUT
OFF LIMITS TO CONSTRUCTION
EQUIPMENT, MATERIALS AND WORKERS

AREA DE PRESERVACIÓN DE ARBOLES
MANTÉGASE FUERA
EQUIPO, MATERIALES DE CONSTRUCCIÓN Y
TRABAJDORES
SE LES PROHÍBE LA ENTRADA EN ESTA AREA

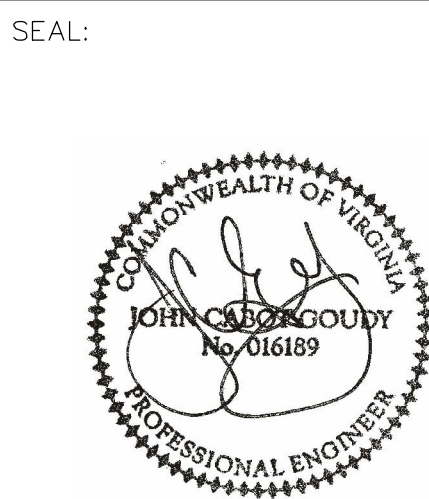
- NOTES:
1. SIGN DETAIL IS FOR INFORMATION PURPOSES ONLY AND MAY DIFFER IN APPEARANCE AND WORDING. CONTENT SHALL BE EQUAL. SIGNS MUST BE POSTED IN ENGLISH AND SPANISH.
2. SIGNS SHALL BE POSTED AT A MINIMUM OF 30 FEET INTERVALS.
3. SIGNS SHALL REMAIN POSTED THROUGHOUT ALL PHASES OF CONSTRUCTION, SHALL BE ATTACHED TO THE TREE PROTECTION FENCING AND SHALL NOT BE NAILED OR IN ANY MANNER ATTACHED TO THE TREES OR VEGETATION TO BE PRESERVED.

TREE PROTECTION SIGNAGE DETAIL 3 Z-3 SCALE: N.T.S.

entrex
communication services, inc.

6100 Executive Boulevard
Suite 350
Rockville, MD 20852
Phone: (202)408-0960

SUBMITTALS		
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05-29-20	ZONING	



PROJECT NO: 1050.273
DESIGNER: R.S.
ENGINEER: M.M.

SCALE:
0 1/2 1
GRAPHIC SCALE IN INCHES

PT EDGEWOOD
1501 FENWICK DRIVE
LYNCHBURG, VA 24502

TITLE:

TREE PROTECTION
PLAN

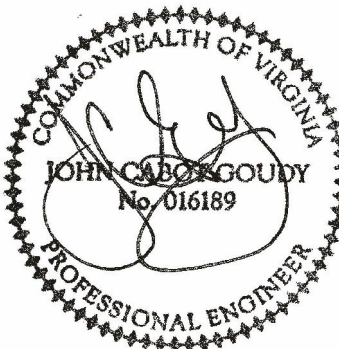
SHEET NUMBER:

Z-3

SUBMITTALS

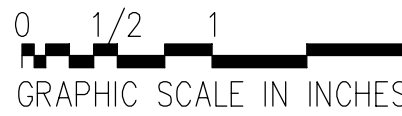
DATE	DESCRIPTION	REV.
12-27-19	ZONING REVIEW	
01-27-20	ZONING REVIEW	
02-25-20	MILESTONE COMMENTS	
05-22-20	ZONING REVIEW	
05-29-20	ZONING	

SEAL:



PROJECT NO: 1050.273
DESIGNER: R.S.
ENGINEER: M.M.

SCALE:



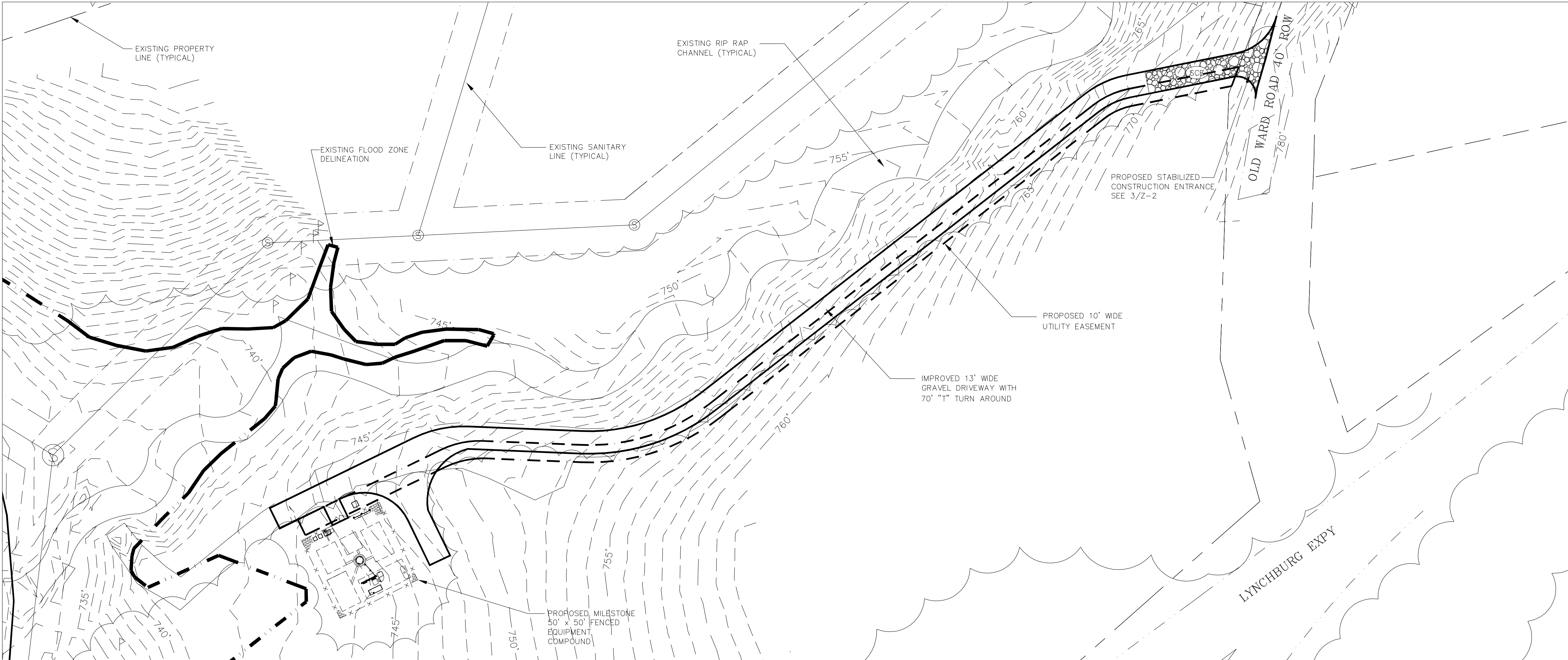
PT EDGEWOOD
1501 FENWICK DRIVE
LYNCHBURG, VA 24502

TITLE:

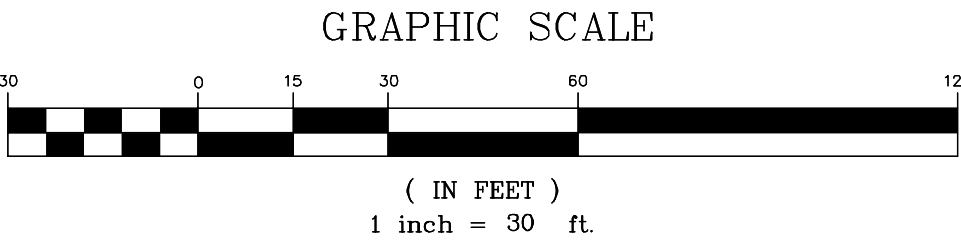
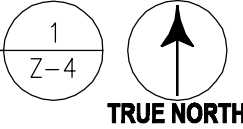
UTILITY EASEMENT
PLAN

SHEET NUMBER:

Z-4



UTILITY EASEMENT PLAN
SCALE: 1" = 30'



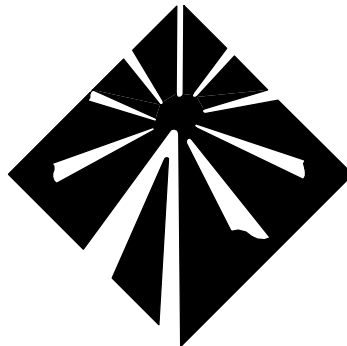
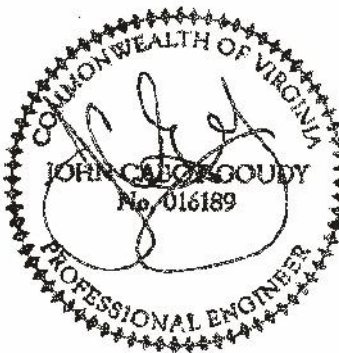


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SUBMITTALS

DATE	DESCRIPTION	REV.
12-27-19	ZONING REVIEW	
01-27-20	ZONING REVIEW	
02-25-20	MILESTONE COMMENTS	
05-22-20	ZONING REVIEW	
05-29-20	ZONING	

SEAL:



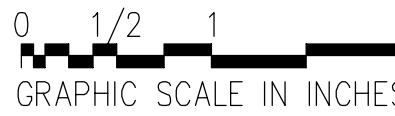
Milestone
COMMUNICATIONS

PROJECT NO: 1050.273

DESIGNER: R.S.

ENGINEER: M.M.

SCALE:



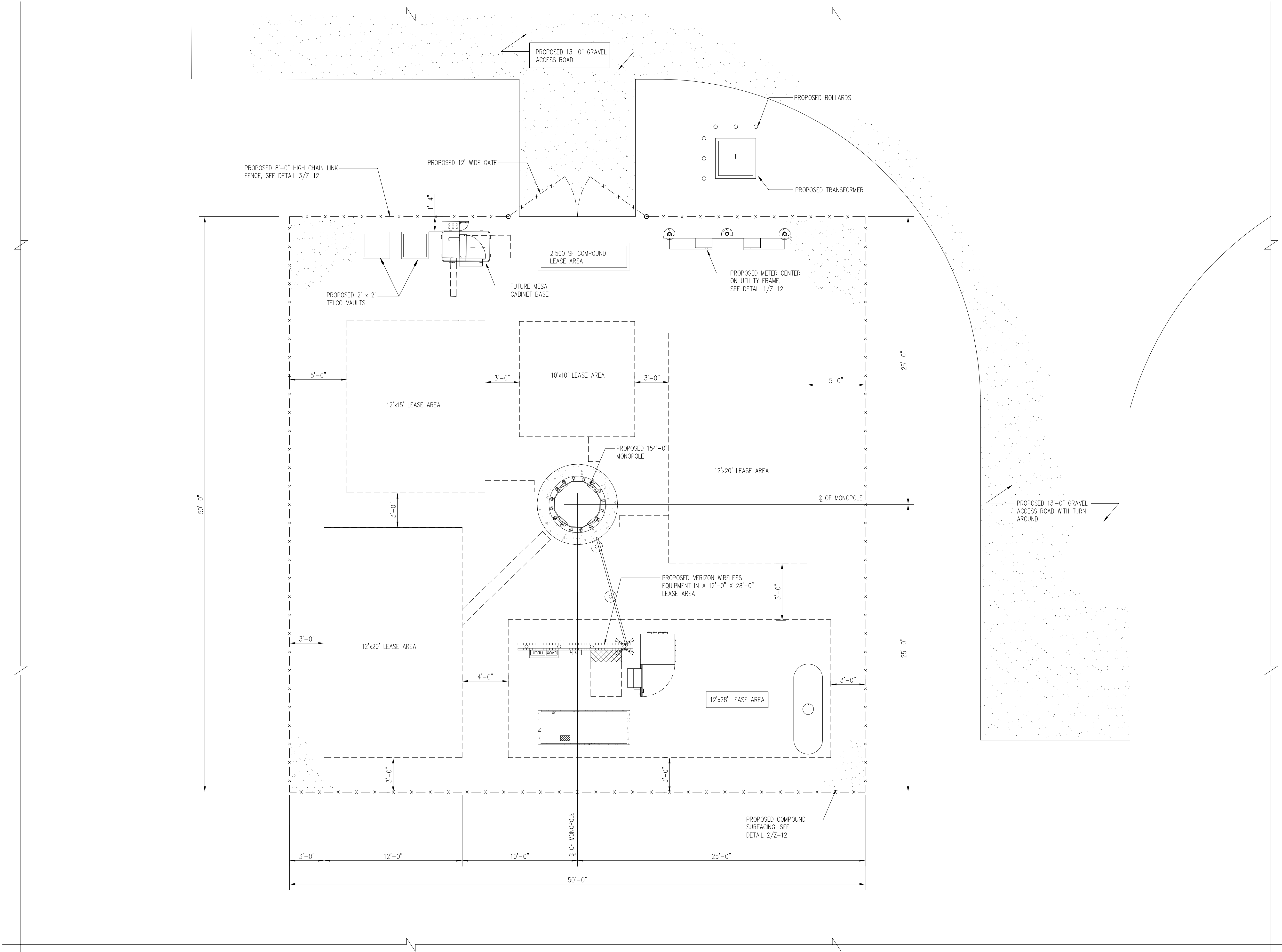
PT EDGEWOOD
1501 FENWICK DRIVE
LYNCHBURG, VA 24502

TITLE:

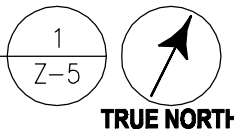
COMPOUND PLAN

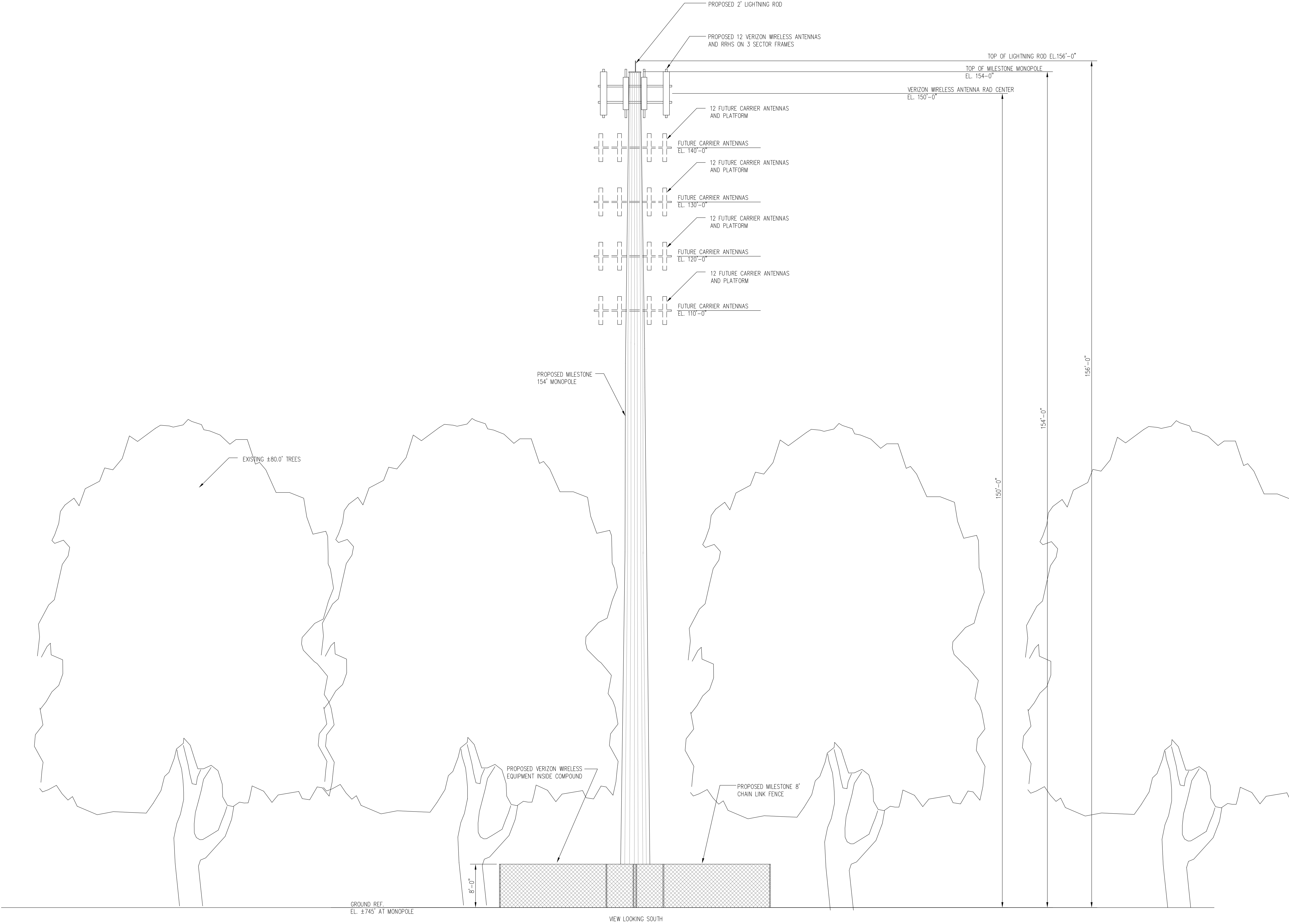
SHEET NUMBER:

Z-5



COMPOUND PLAN
SCALE: 1/4" = 1'-0"





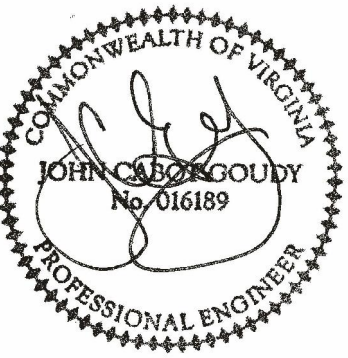
MONOPOLE ELEVATION
SCALE: 1/8" = 1'-0"

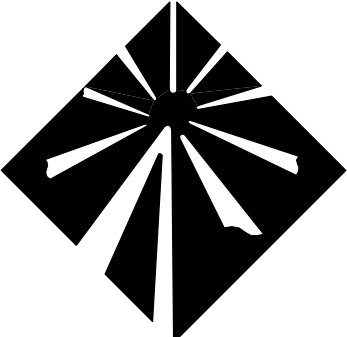


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SUBMITTALS		
DATE	DESCRIPTION	REV.
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01-27-20	ZONING REVIEW	
02-25-20	MILESTONE COMMENTS	
05-22-20	ZONING REVIEW	
05-29-20	ZONING	

SEAL:





Milestone
COMMUNICATIONS

PROJECT NO: 1050.273
DESIGNER: C.S.
ENGINEER: M.M.

SCALE:
0 1/2 1
GRAPHIC SCALE IN INCHES

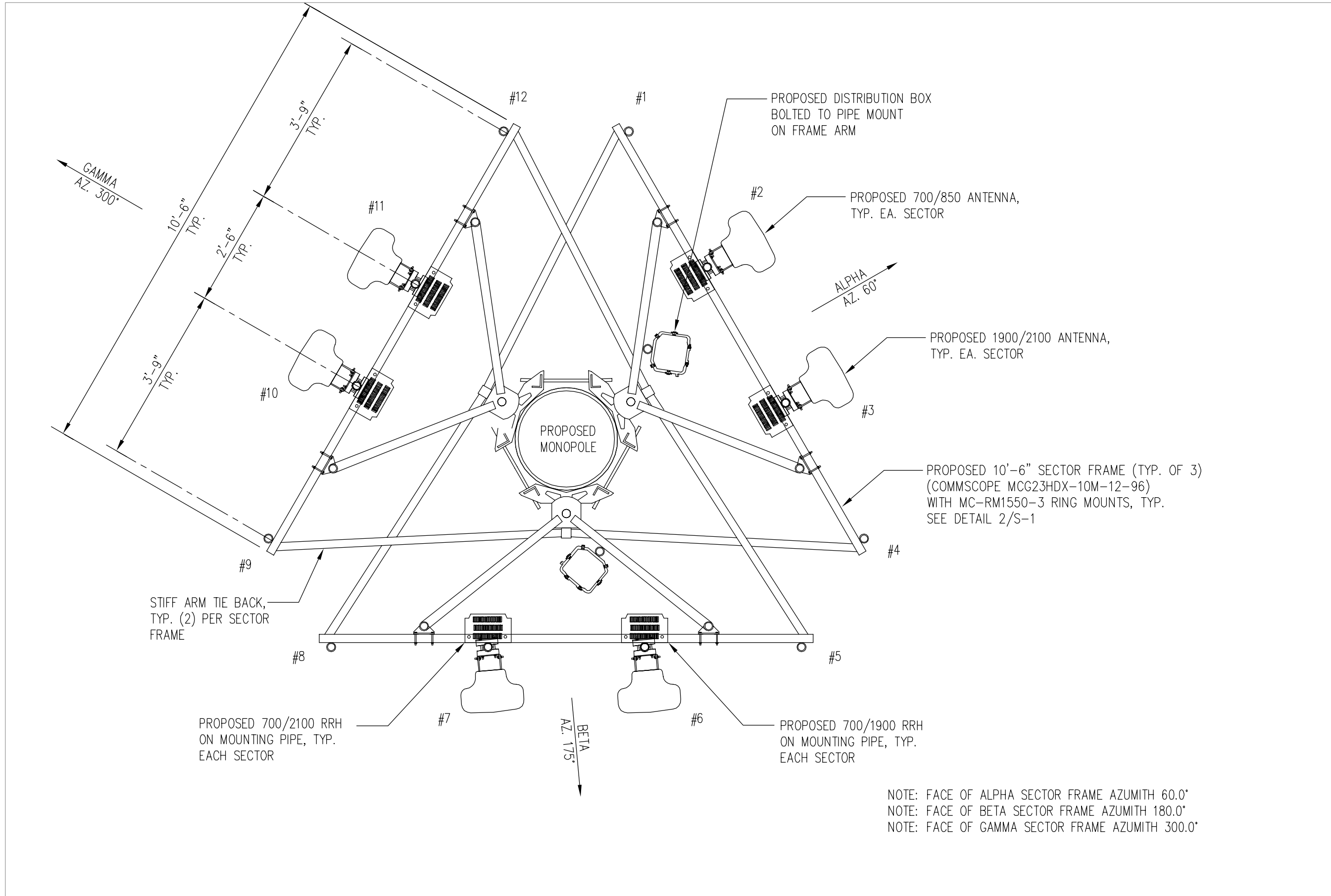
PT EDGEWOOD
1501 FENWICK DRIVE
LYNCHBURG, VA 24502

TITLE:

MONOPOLE ELEVATION

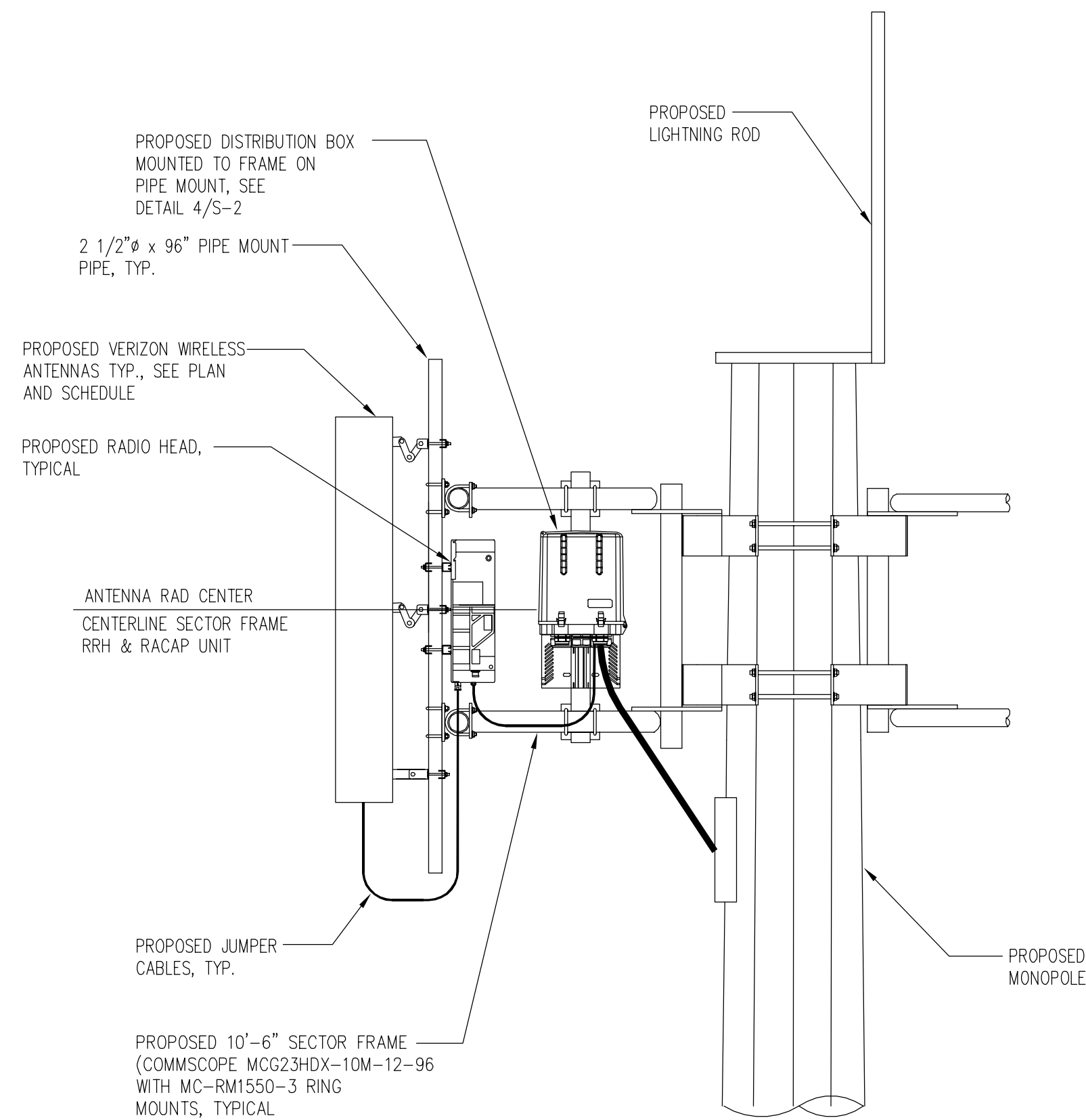
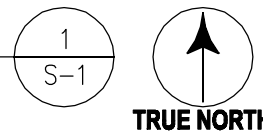
SHEET NUMBER:

Z-6



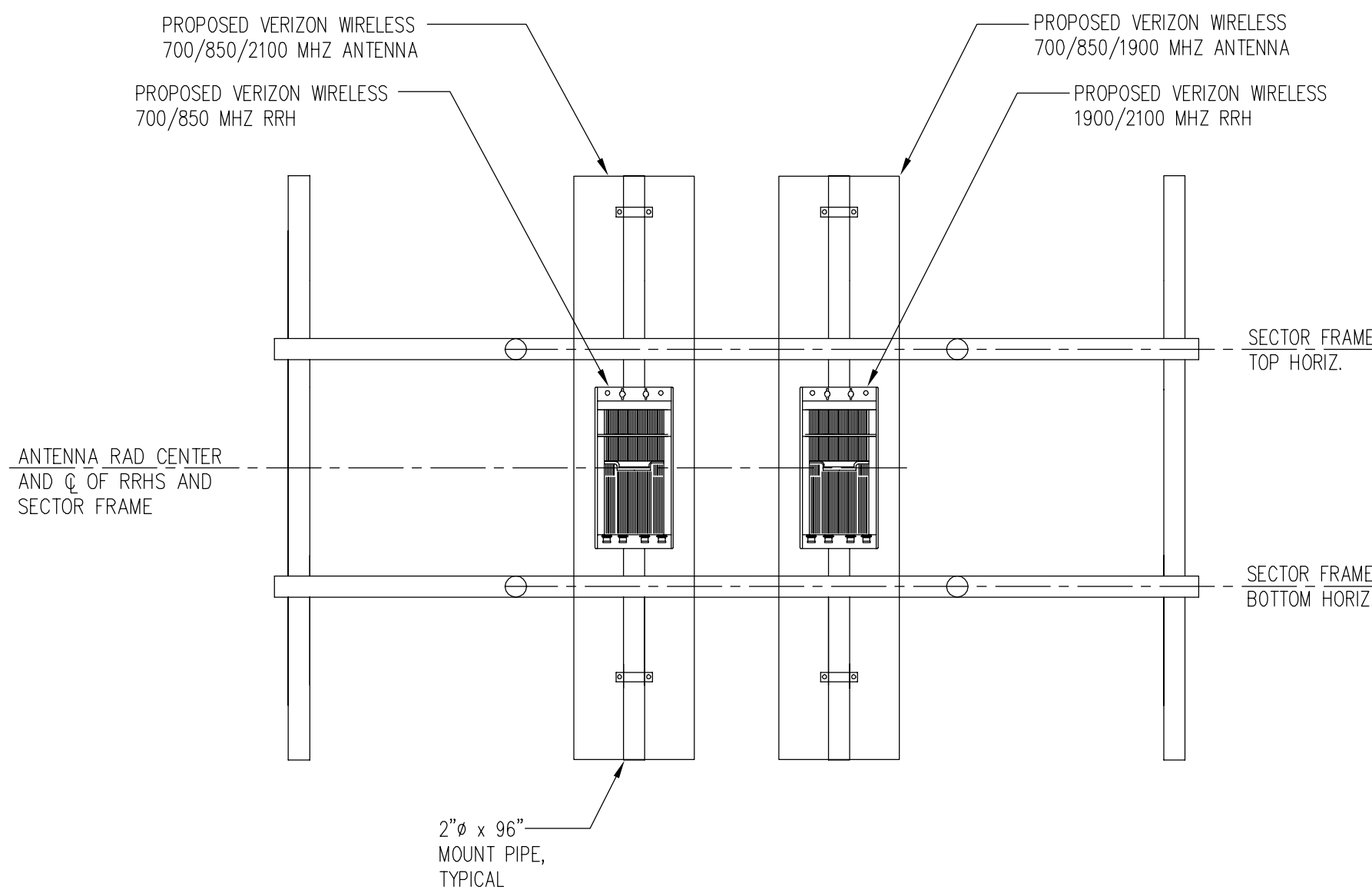
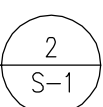
ANTENNA MOUNTING PLAN

SCALE: 1/2"=1'-0"



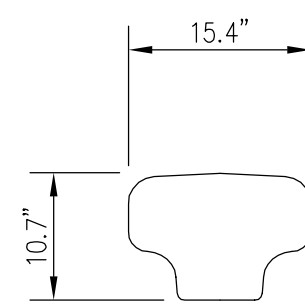
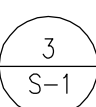
ANTENNA MOUNTING SECTION

SCALE: 1/2"=1'-0"



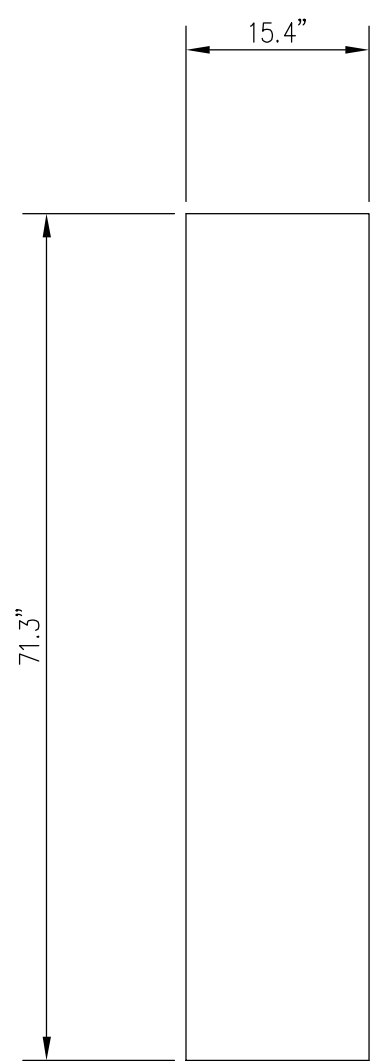
TYPICAL SECTOR RRH MOUNTING ELEVATION

SCALE: 1/2"=1'-0"

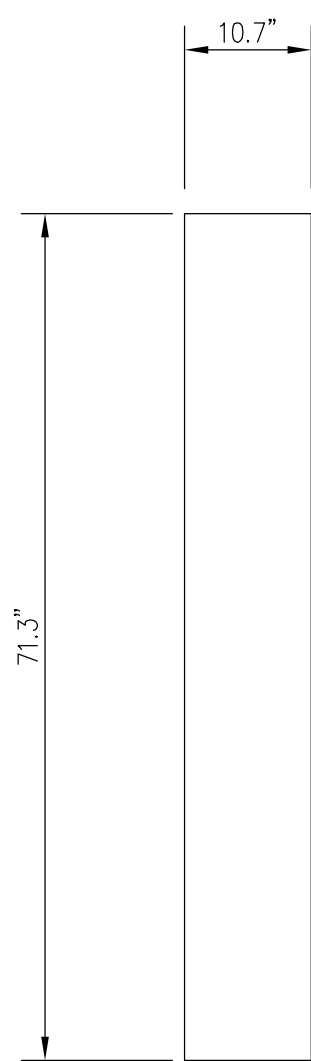


TOP VIEW

ANTENNA MFR.: JMA WIRELESS
MODEL: MX06FR0660-02
(71.3" H x 15.4" W x 10.7" D)
WT = 75 LBS WITH MTG BRACKETS



FRONT VIEW

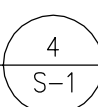


SIDE VIEW

700/1900/2100 MHZ ANTENNA

ANTENNA DETAILS

SCALE: 3/4"=1'-0"



ANTENNA AND CABLE SCHEDULE

ANTENNA SECTOR	ANTENNA MARK	RAD CENTER	ANTENNA	MECHANICAL DOWN-TILT	AZMUTH	CABLE LENGTH	COAXIAL CABLE SIZE	COLOR CODE	FREQUENCY
ALPHA	# 1	-	-	SEE NOTE 6	-	-	-	-	-
	# 2	150'-0"	MX06FR0660-02 (71.3" H x 15.4" W x 10.7" D)	-	60°	180'	(2) 6X12 HYBRID CABLES	G/R/G R/O/O	700 MHZ 850 MHZ 2100 MHZ
	# 3	150'-0"	MX06FR0660-02 (71.3" H x 15.4" W x 10.7" D)	-	60°	-	SHARED HYBRID CABLE	G/4R/G 4R/Br/R/Br	700 MHZ 850 MHZ 1900 MHZ
	# 4	-	-	-	-	-	-	-	-
BETA	# 5	-	-	-	-	-	-	-	-
	# 6	150'-0"	MX06FR0660-02 (71.3" H x 15.4" W x 10.7" D)	-	175°	-	SHARED HYBRID CABLE	G/B/G B/O/O	700 MHZ 850 MHZ 2100 MHZ
	# 7	150'-0"	MX06FR0660-02 (71.3" H x 15.4" W x 10.7" D)	-	175°	-	SHARED HYBRID CABLE	G/4B/G 4B/Br/R/Br	700 MHZ 850 MHZ 1900 MHZ
	# 8	-	-	-	-	-	-	-	-
GAMMA	# 9	-	-	-	-	-	-	-	-
	# 10	150'-0"	MX06FR0660-02 (71.3" H x 15.4" W x 10.7" D)	-	300°	-	SHARED HYBRID CABLE	G/Y/G Y/O/O	700 MHZ 850 MHZ 2100 MHZ
	# 11	150'-0"	MX06FR0660-02 (71.3" H x 15.4" W x 10.7" D)	-	300°	-	SHARED HYBRID CABLE	G/4Y/G 4Y/Br/Y/Br	700 MHZ 850 MHZ 1900 MHZ
	# 12	-	-	-	-	-	-	-	-
GPS	-	-	MAXRAD GPS-TMG-HR26NMSCLA (2) REQUIRED	-	-	-	1/2"Ø	-	-

NOTES:

- ALL ANTENNAS SHALL BE FURNISHED WITH DOWNTILT BRACKETS. CONTRACTOR SHALL COORDINATE REQUIRED MECHANICAL DOWNTILT FOR EACH ANTENNA WITH RF ENGINEER. ANTENNA DOWNTILT SHALL BE SET AND VERIFIED BY A SMART LEVEL.
- ANTENNA CENTERLINE HEIGHT IS IN REFERENCE TO ELEVATION 0.0'.
- FINAL CABLE LENGTHS SHALL BE DETERMINED AFTER INSTALLATION.
- COORDINATE THE ANTENNA DOWNTILT WITH THE RF ENGINEER.
- THE CABLE LENGTHS SHOWN ARE THE ACTUAL COMPUTED LENGTHS WITHOUT OVERAGE.
- REFER TO THE APS FOR THE ANTENNA DOWNTILT REQUIREMENTS.
- THE CABLE LENGTH IS MEASURED FROM THE RACAP OPV UNIT ON THE STRUCTURE TO THE RAYCAP OPV UNIT IN THE EQUIPMENT CABINET.

CABLE MINIMUM BEND RADIUS

7/8"Ø RF	1-1/4"Ø RF	1-5/8"Ø RF	2-1/4"Ø RF	1.1"Ø HYBRIFLEX
10"	15"	20"	22"	10"

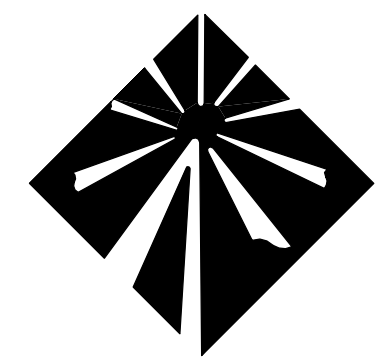
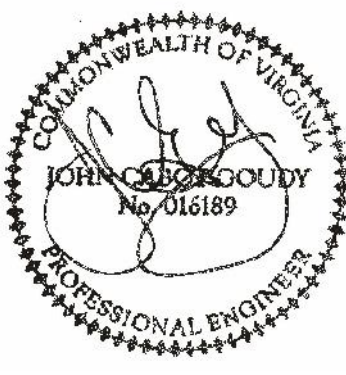


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05-22-20	ZONING REVIEW	
05-29-20	ZONING	

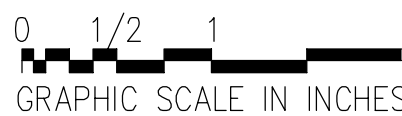
SEAL:



Milestone
COMMUNICATIONS

PROJECT NO: 1050.273
DESIGNER: M.A.
ENGINEER: M.M.

SCALE:



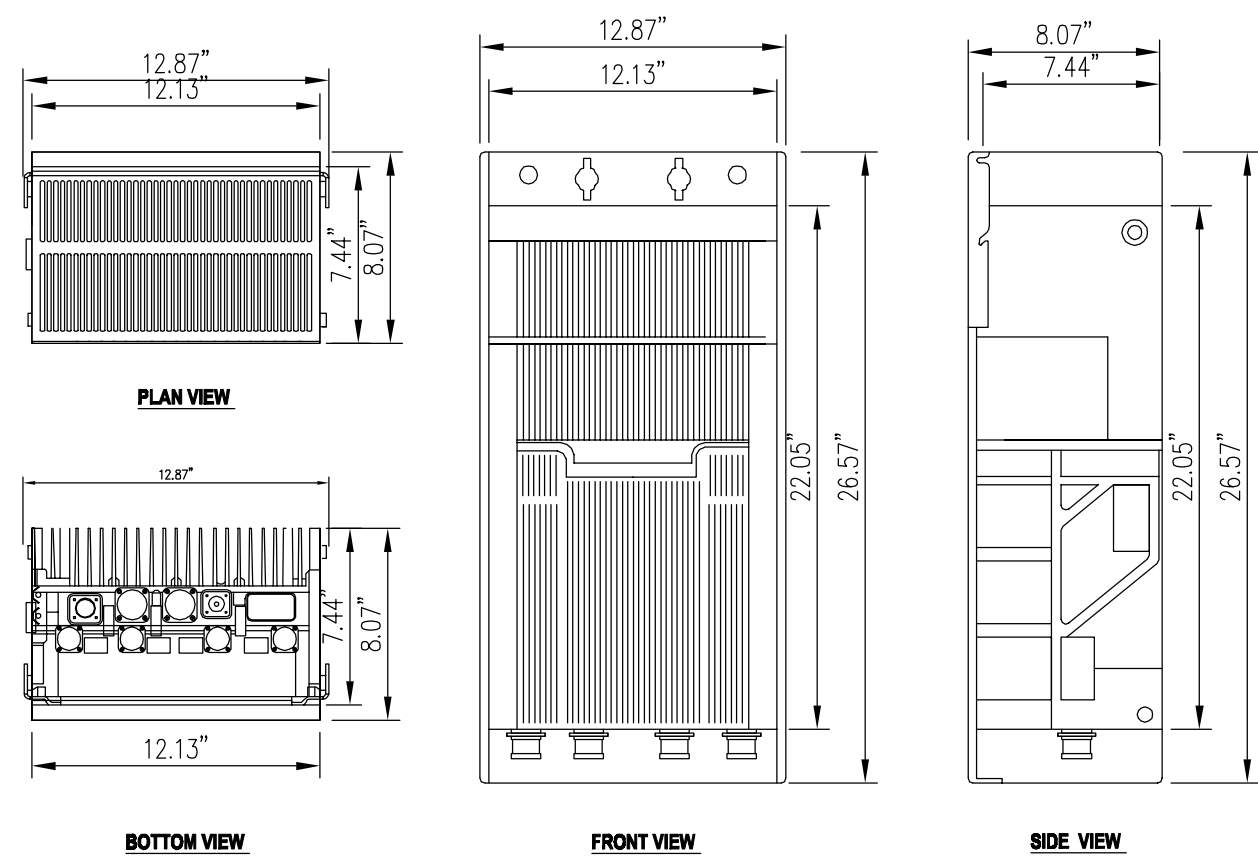
PT EDGEWOOD
1501 FENWICK DRIVE
LYNCHBURG, VA 24502

TITLE:

VZW ANTENNA
SCHEDULE
AND DETAILS

SHEET NUMBER:

Z-7

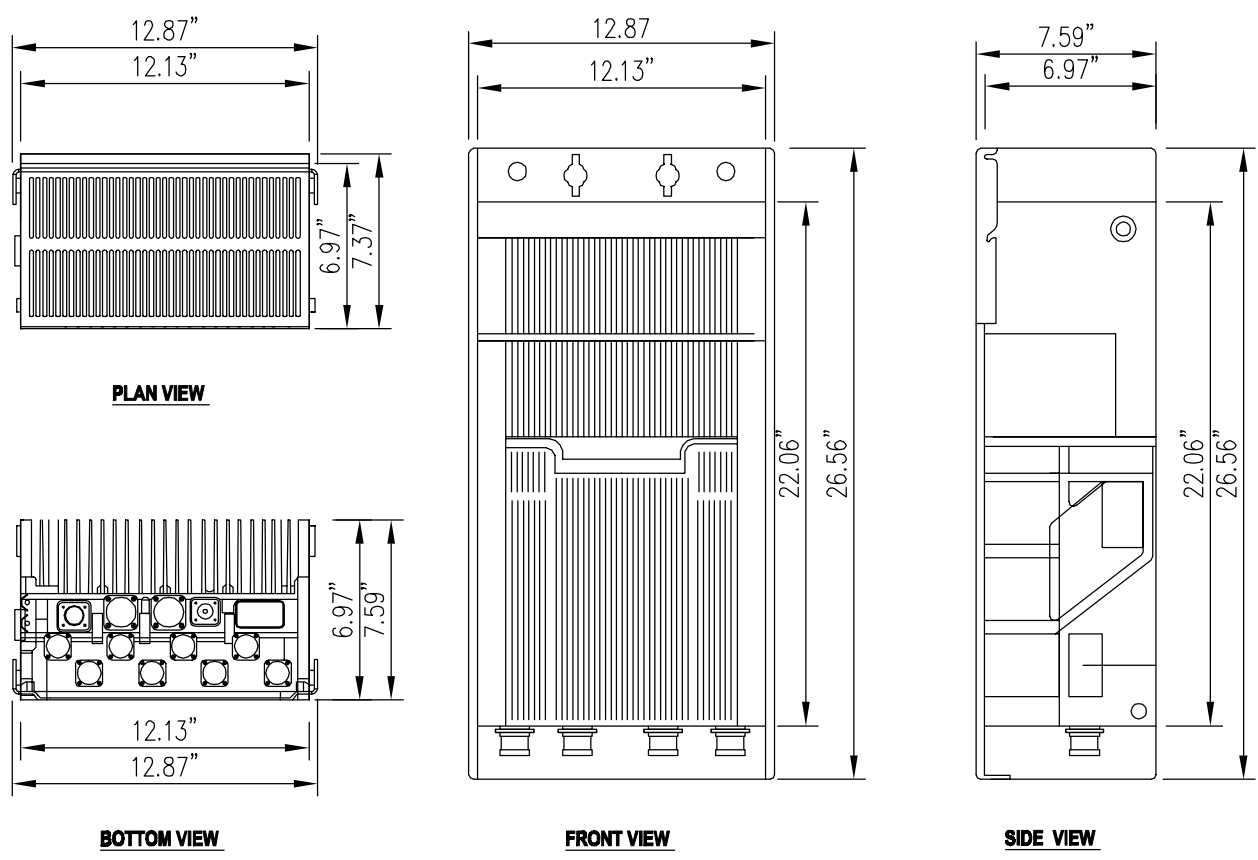


MANUFACTURER: NOKIA
MODEL: AHBCC AIRSCALE DUAL RRH 4T4R B5/13 320W
DIMENSION: 7.44"Dx12.13"W x22.05"H
DIMENSION: 8.07"Dx12.87"W x26.57"H W/MOUNTING BRACKETS
WEIGHT: 83.78 LBS
BAND 5 850 MHz
BAND 13 700 MHz

700 MHz AND 850 MHz
AHBCC AIRSCALE DUAL RRH 4T4R B5/13 320W

SCALE: 1-1/2"=1'-0"

1
Z-8

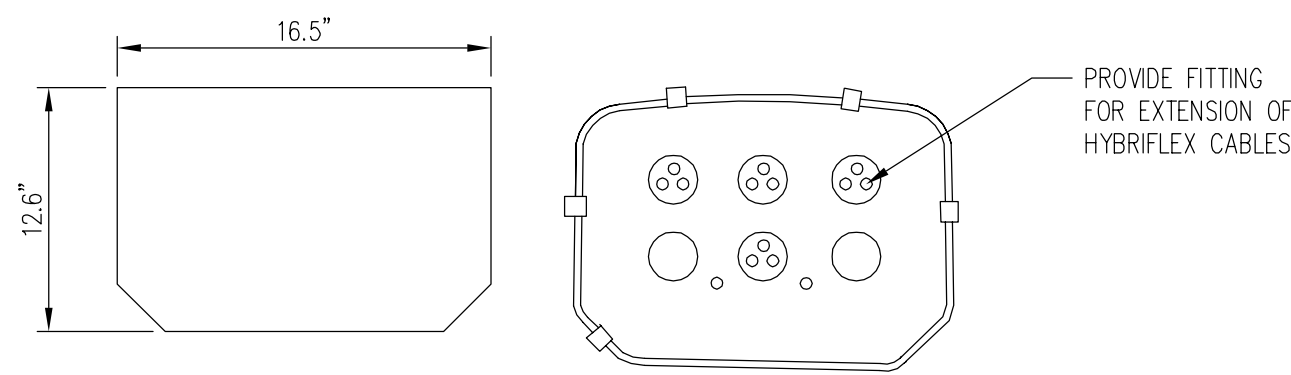


MANUFACTURER: NOKIA
MODEL: AHFC AIRSCALE DUAL RRH 4T4R B2/66a 320W
DIMENSION: 6.97"Dx12.13"W x22.05"H
DIMENSION: 7.59"Dx12.87"W x26.57"H W/MOUNTING BRACKETS
WEIGHT: 79.37 LBS
BAND 2 1900 MHz
BAND 66a 2100 MHz

1900 MHz AND 2100 MHz
AHFC AIRSCALE DUAL RRH 4T4R B2/66a 320W

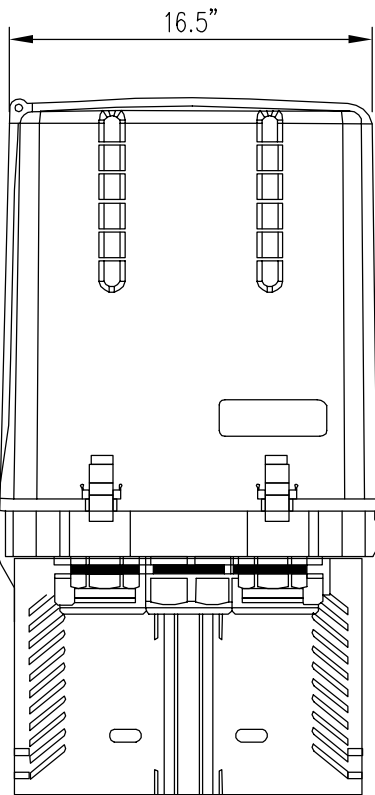
SCALE: 1-1/2"=1'-0"

2
Z-8

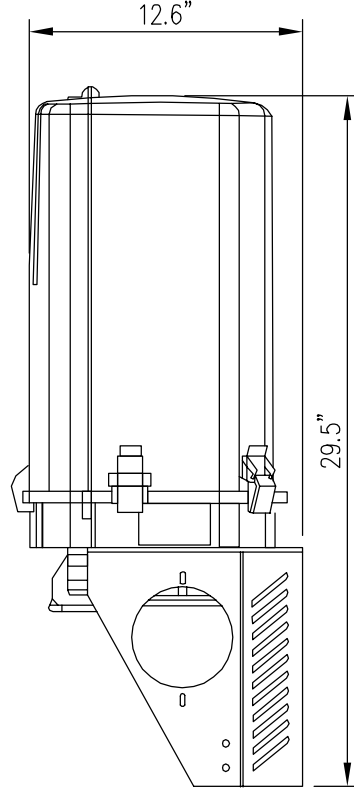


PLAN VIEW

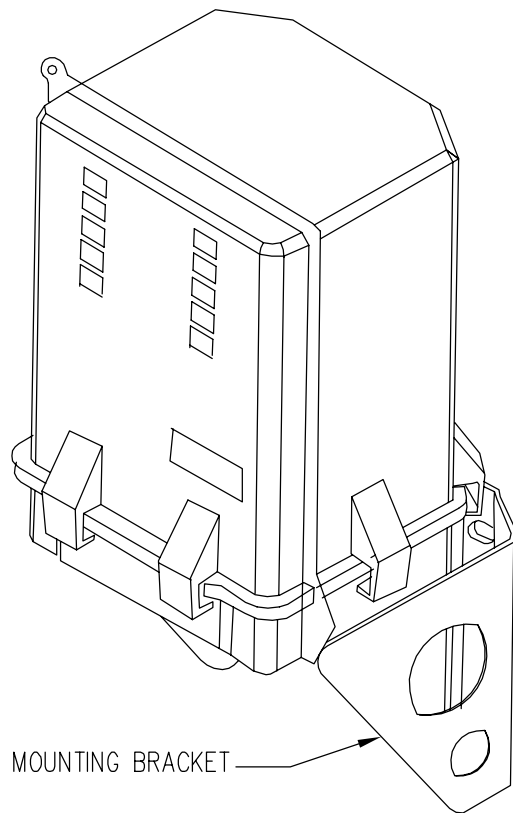
BOTTOM VIEW



FRONT VIEW



SIDE VIEW



MANUFACTURER: RAYCAP
MODEL: RVZDC-6627PF48
DIMENSIONS: 12.610x16.5Wx29.5"H
WEIGHT 32 LBS (TOTAL)

MAIN DISTRIBUTION BOX DETAILS

SCALE: 1-1/2"=1'-0"

3
Z-8

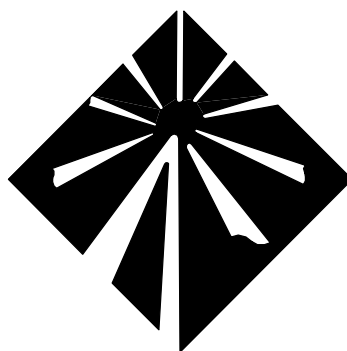
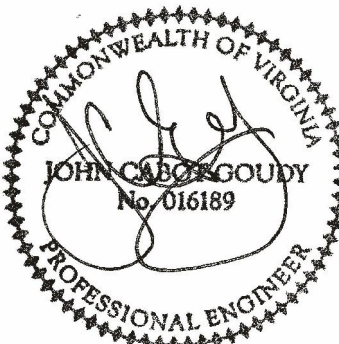


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02-25-20	MILESTONE COMMENTS	
05-22-20	ZONING REVIEW	
05-29-20	ZONING	

SEAL:



Milestone
COMMUNICATIONS

PROJECT NO: 1050.273
DESIGNER: M.A.
ENGINEER: M.M.

SCALE:
0 1/2 1
GRAPHIC SCALE IN INCHES

PT EDGEWOOD
1501 FENWICK DRIVE
LYNCHBURG, VA 24502

TITLE:

VZW RRH AND
DISTRIBUTION
BOX DETAILS

SHEET NUMBER:

Z-8

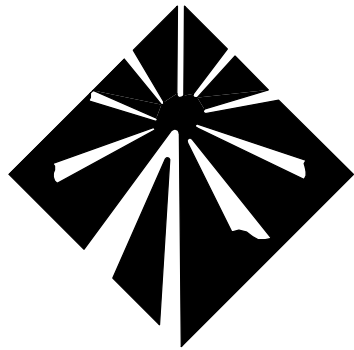
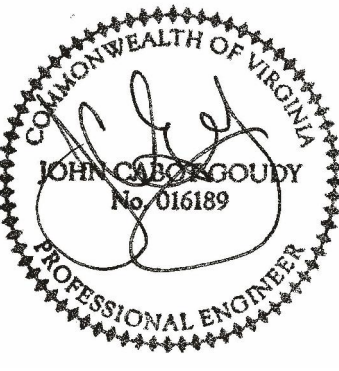


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SUBMITTALS

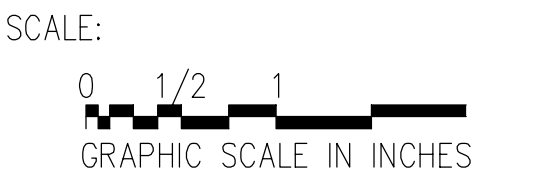
DATE	DESCRIPTION	REV.
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05-29-20	ZONING	

SEAL:



Milestone
COMMUNICATIONS

PROJECT NO:	1050.273
DESIGNER:	M. A.
ENGINEER:	M. M.



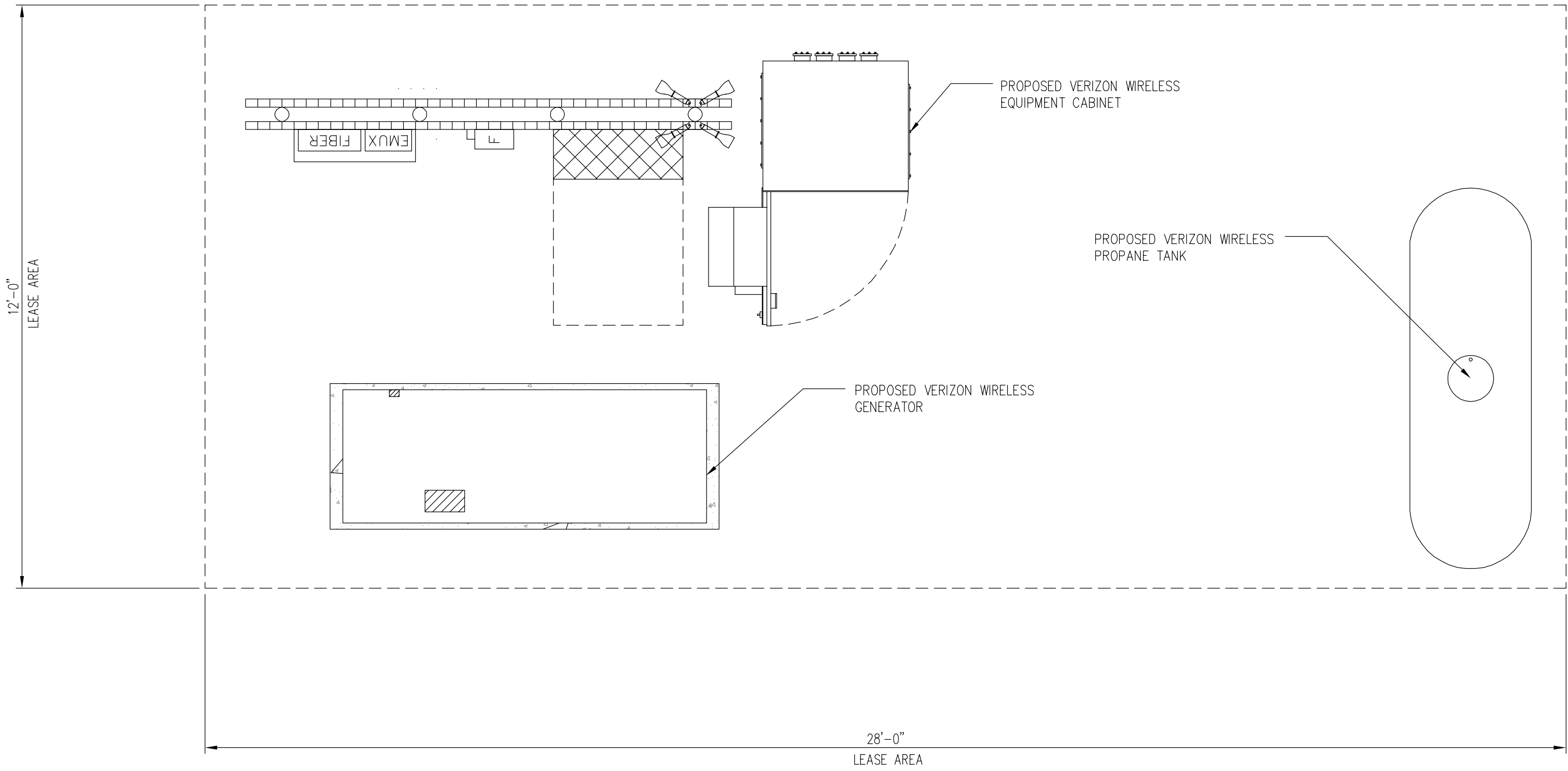
PT EDGEWOOD
1501 FENWICK DRIVE
LYNCHBURG, VA 24502

TITLE:

VZW EQUIPMENT
LAYOUT AND DETAILS

SHEET NUMBER:

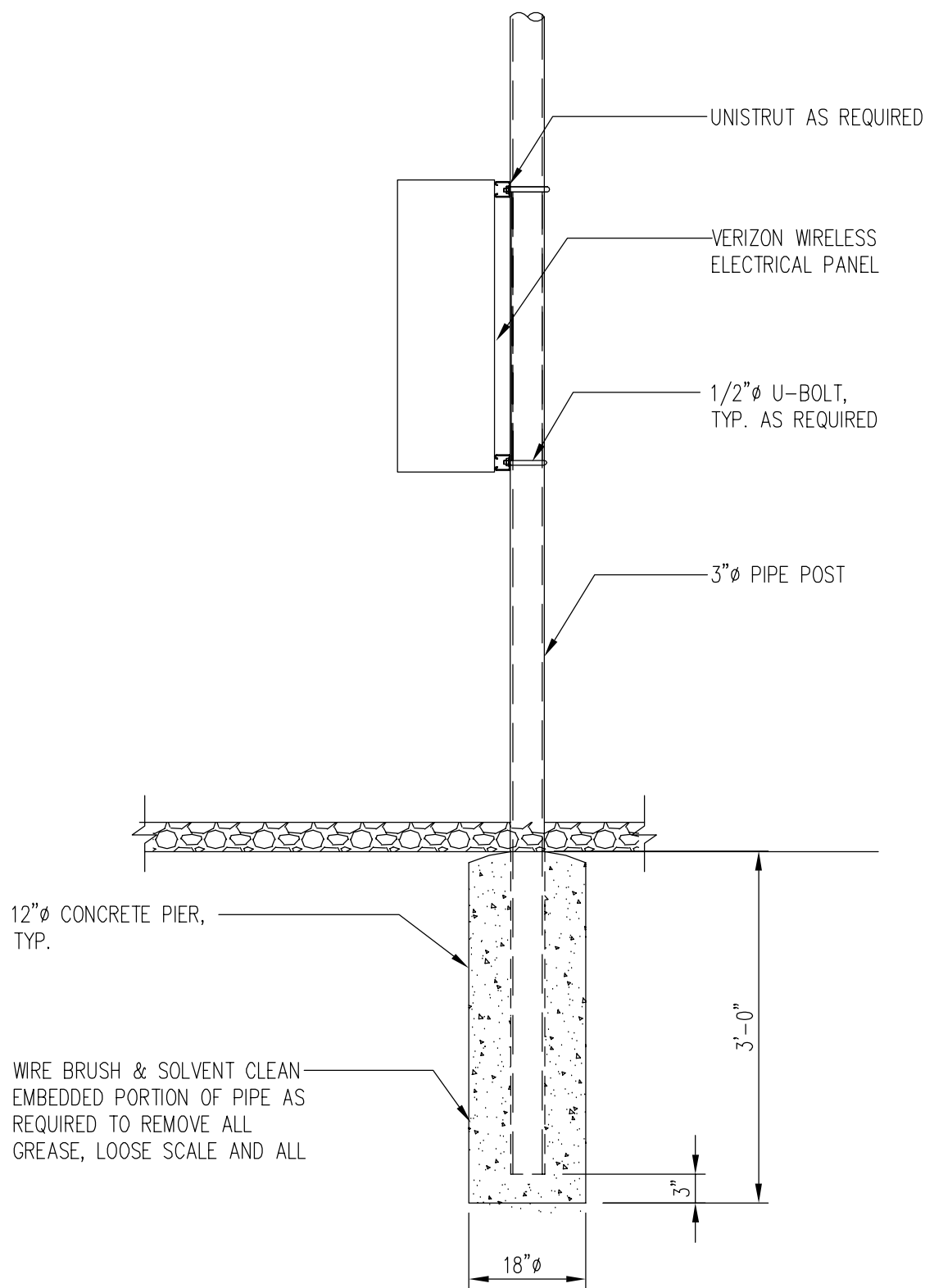
Z-9



EQUIPMENT LAYOUT PLAN

SCALE: 1/2"=1'-0"

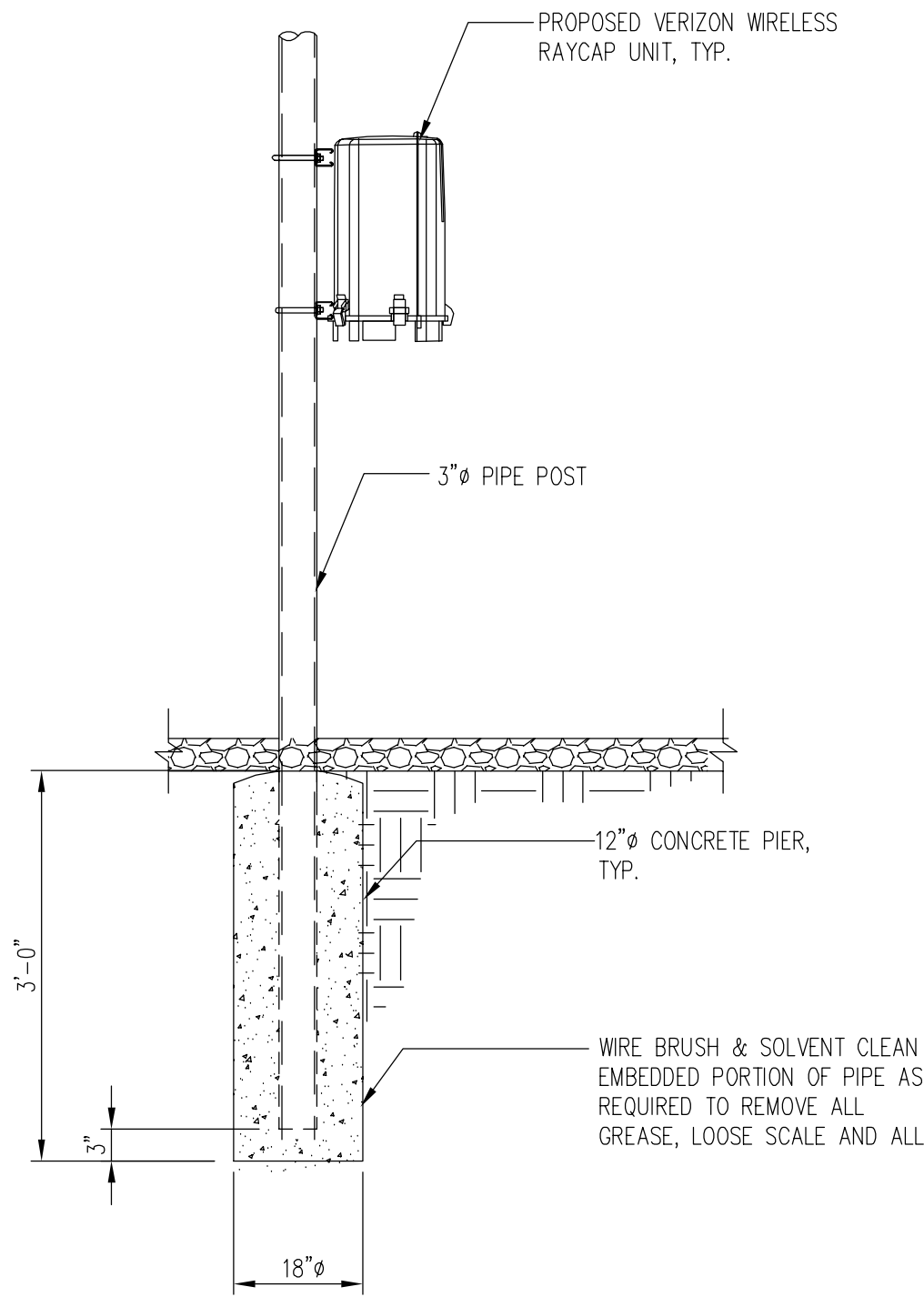
1
Z-9



EQUIPMENT SUPPORT POST ELEVATION

SCALE: 3/4"=1'-0"

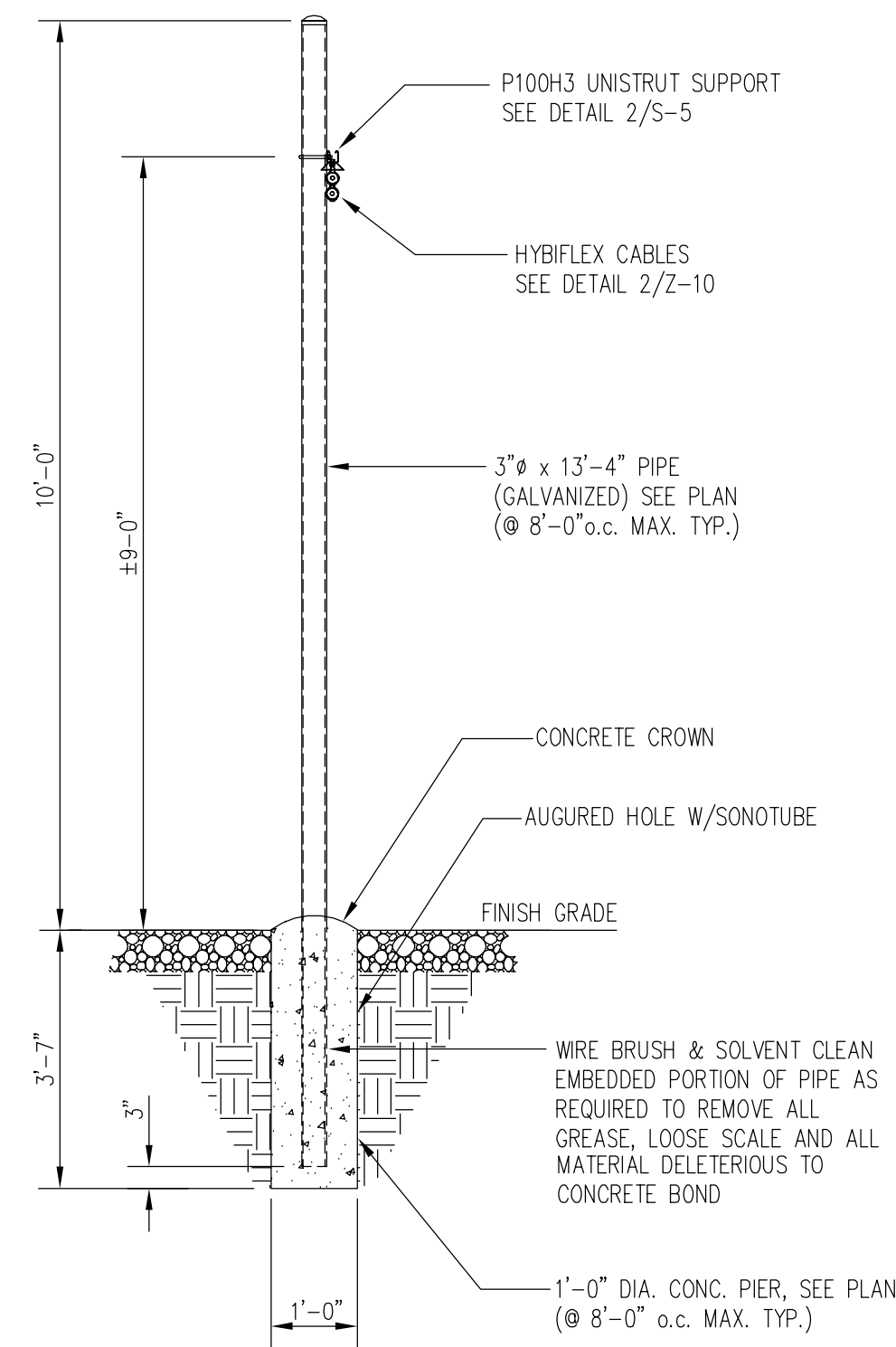
2
Z-9



EQUIPMENT SUPPORT POST ELEVATION

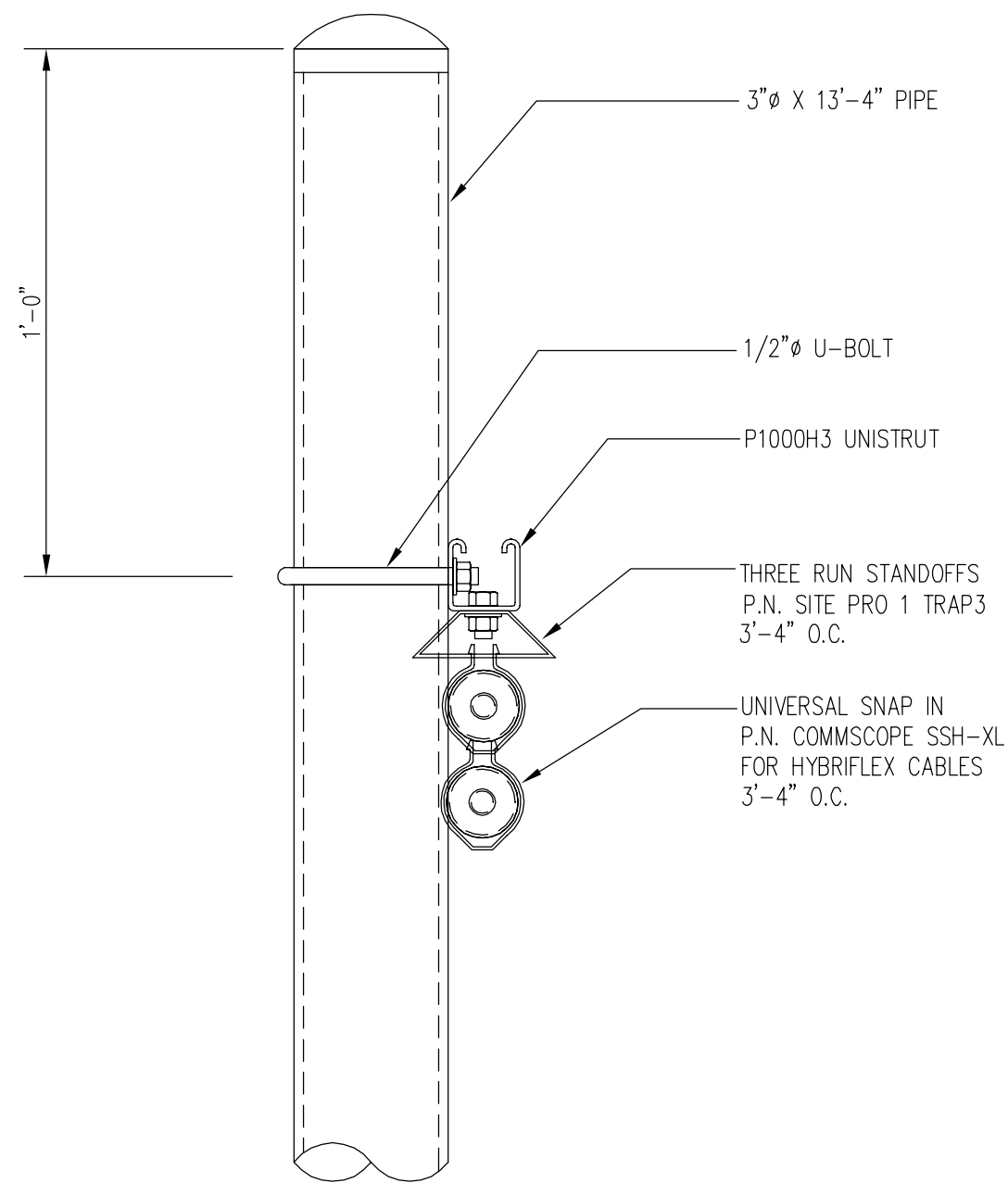
SCALE: 3/4"=1'-0"

3
Z-9



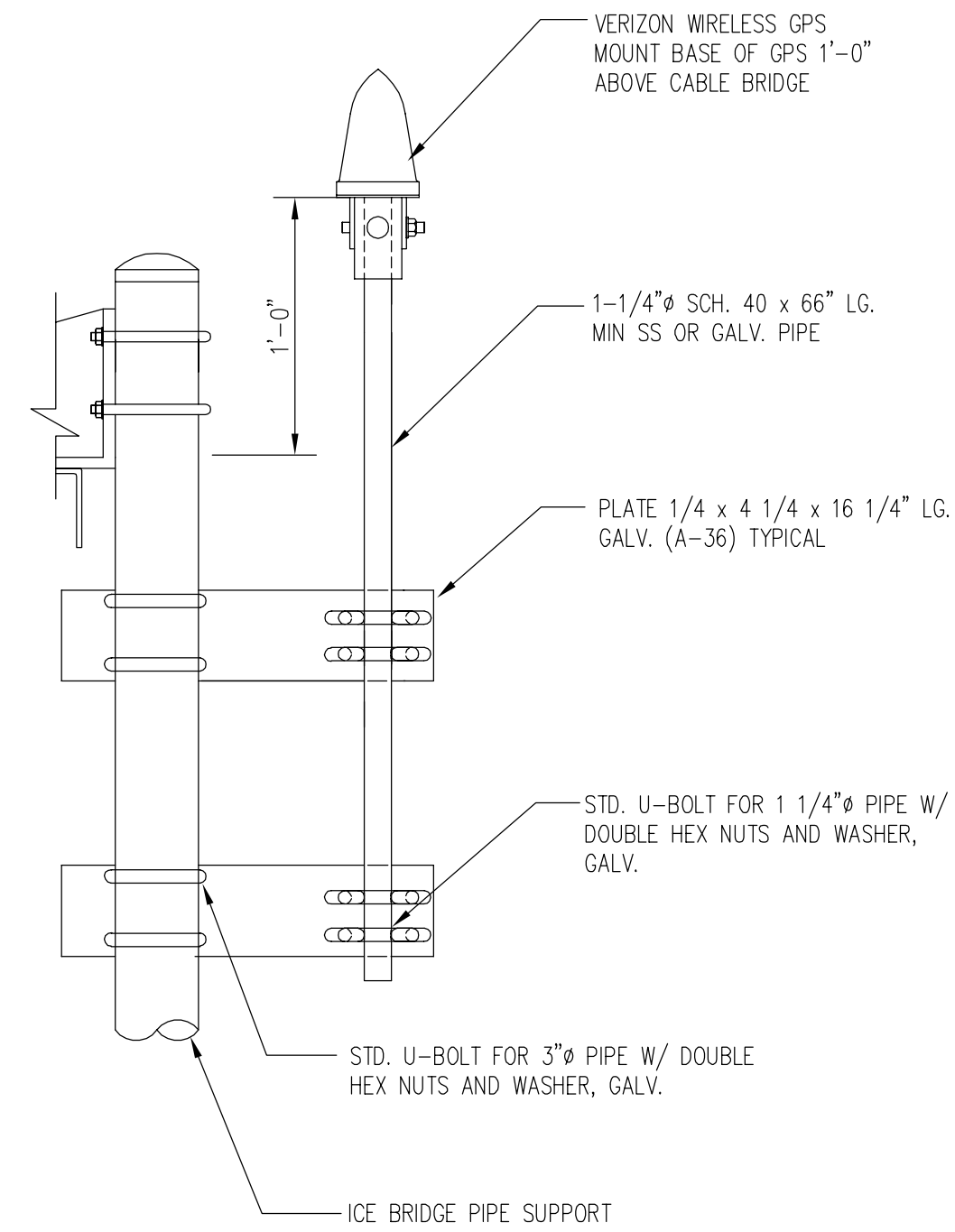
CABLE ICE BRIDGE DETAIL
SCALE: 3/4"=1'-0"

1
Z-10



CABLE SUPPORT DETAIL
SCALE: 3"=1'-0"

2
Z-10



NOTE: GPS MOUNTING DETAIL IS TYPICAL FOR TWO GPS LOCATIONS.

GPS MOUNTING DETAIL
SCALE: 1-1/2"=1'-0"

3
Z-10

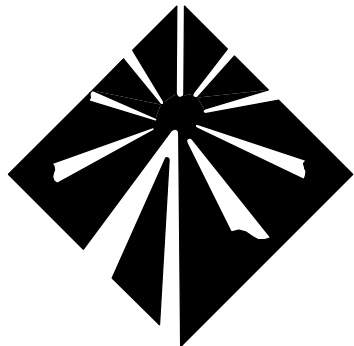
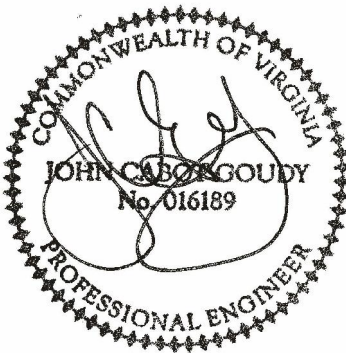


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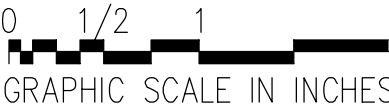
SEAL:



Milestone
COMMUNICATIONS

PROJECT NO: 1050.273
DESIGNER: M.A.
ENGINEER: M.M.

SCALE:



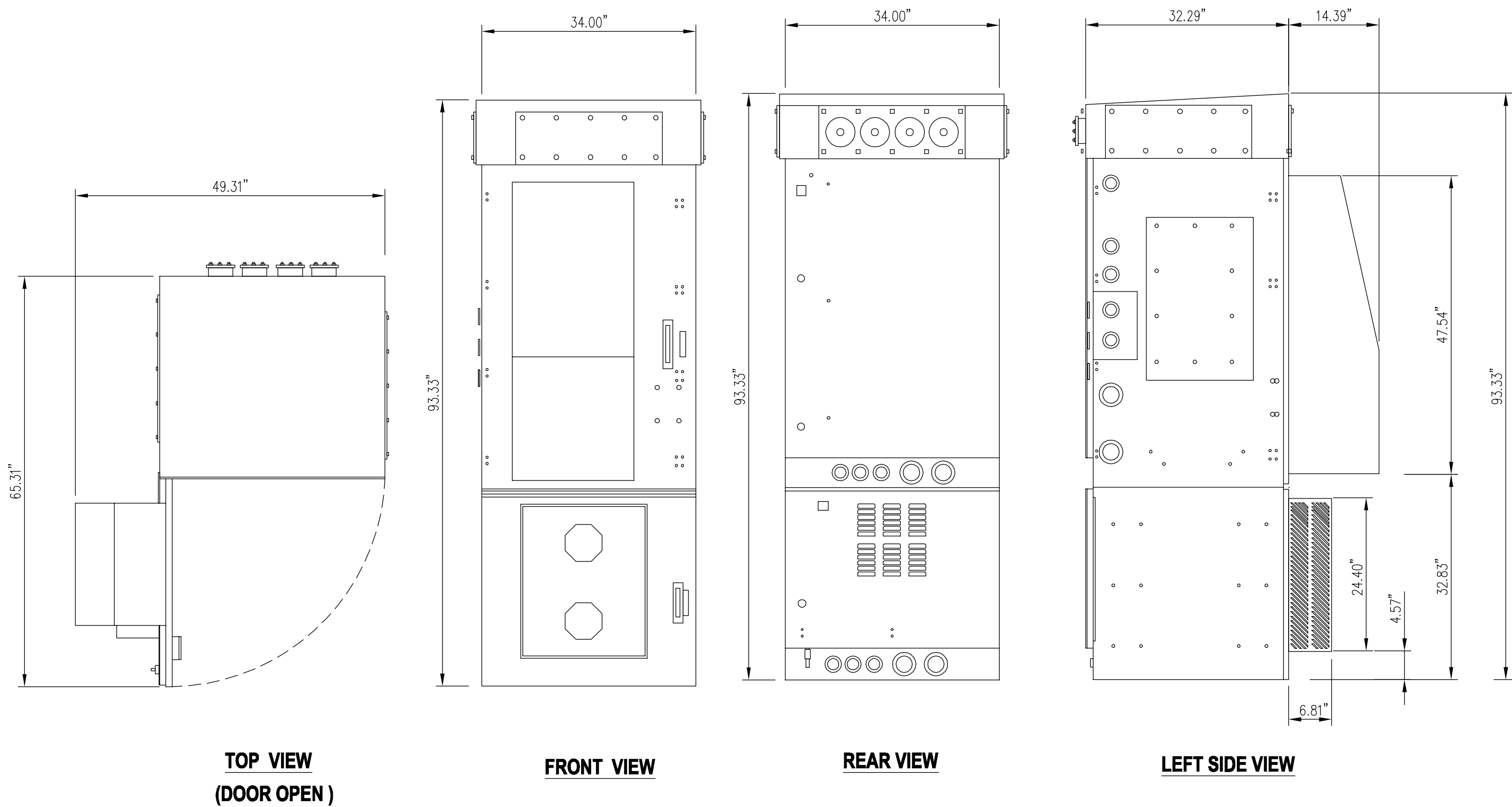
PT EDGEWOOD
1501 FENWICK DRIVE
LYNCHBURG, VA 24502

TITLE:

VZW SITE DETAILS

SHEET NUMBER:

Z-10

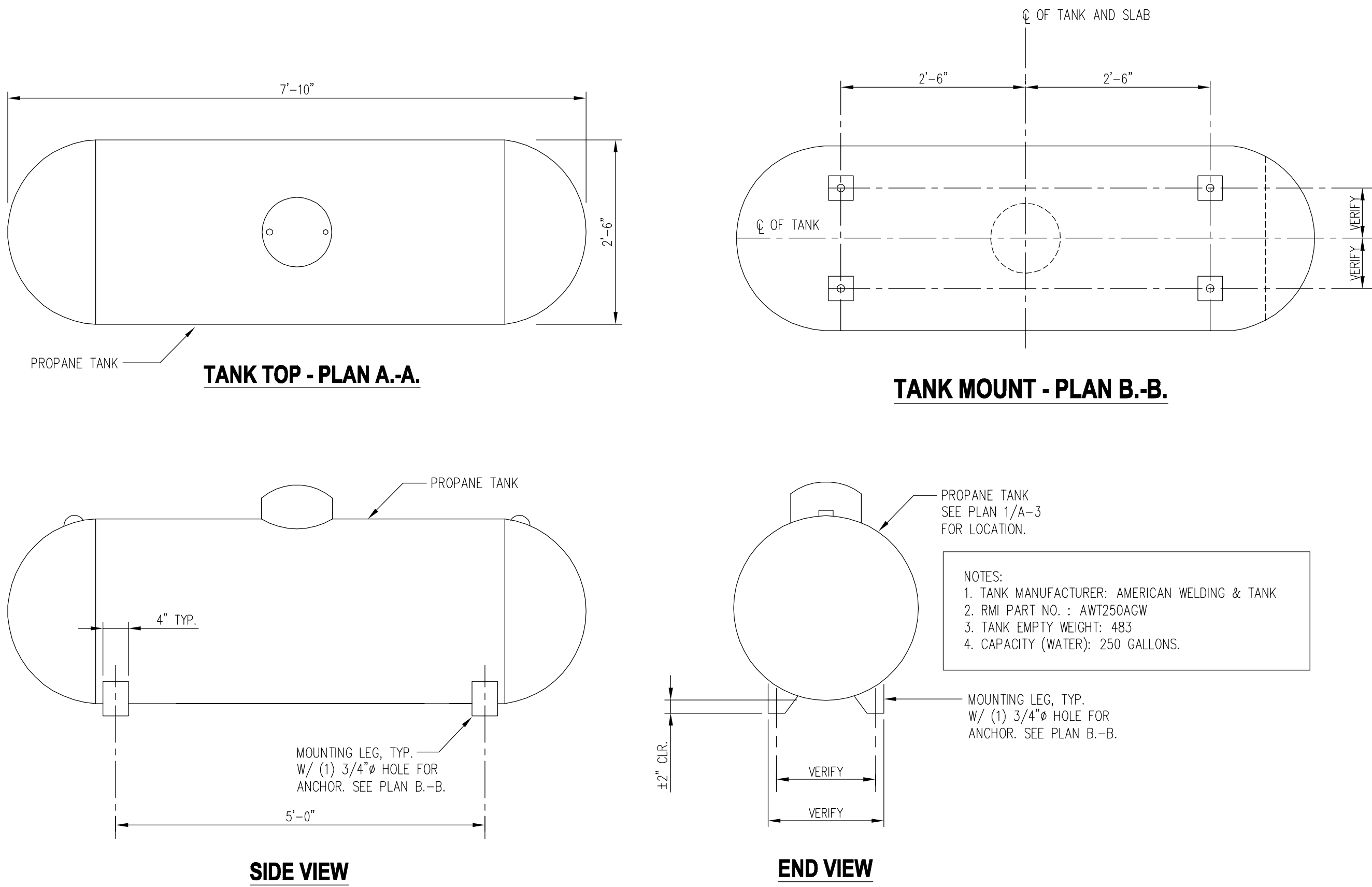


MANUFACTURER: CHARLES INDUSTRIES
MODEL: CUBE-SS4C228PX1
CABINET WEIGHT EMPTY = ±770 LBS
CABINET WEIGHT WITH EQUIPMENT = ± 2,800 LBS

CHARLES CUBE BROADBAND ENCLOSURE

SCALE: 3/4"=1'-0"

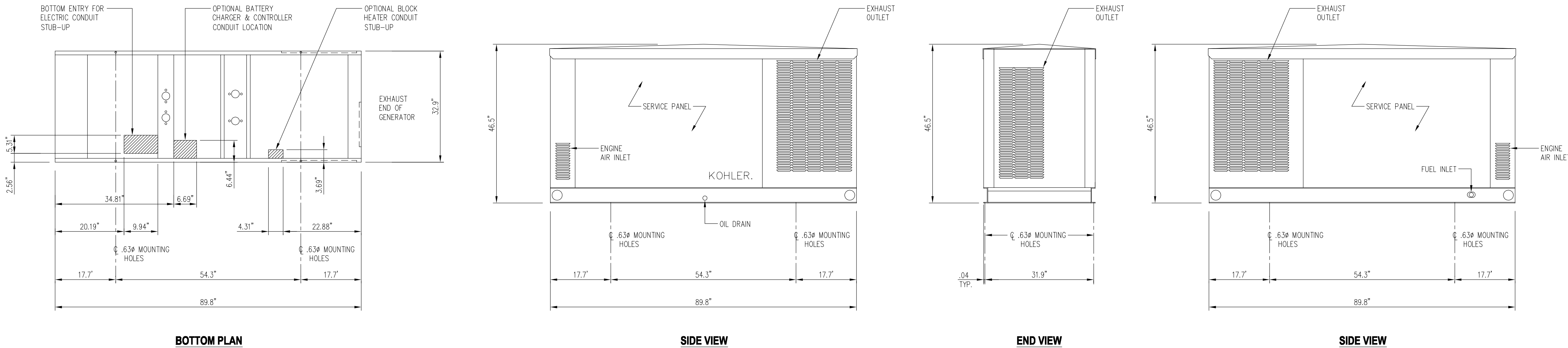
1
Z-11



PROPANE TANK DETAILS

SCALE: 3/8"=1'-0"

2
Z-11



KOHLER 30kW NATURAL GAS GENERATOR

SCALE: 3/4" = 1'-0"

1
Z-11

KOHLER MODEL 30CCL 30kW NATURAL GAS GENERATOR

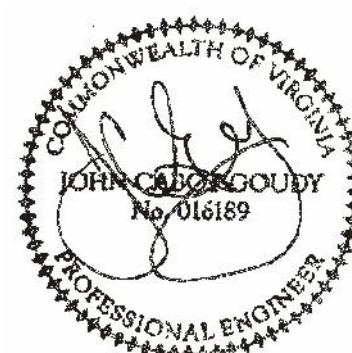
NOTES:
1. APPROXIMATE WEIGHT (WET): 635 LBS.
2. ENCLOSURE: ALUMINUM, SOUND-ATTENUATING
3. SOUND LEVEL: 57 dB(A) @ 23 FT.
4. FUEL INLET CONNECTION: 1" NPT
5. ANCHOR GENERATOR BASE TO CONCRETE SLAB AS RECOMMENDED BY GENERATOR MANUFACTURER.

entrex
communication services, inc.

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05-22-20	ZONING REVIEW	
05-29-20	ZONING	

SEAL:



PROJECT NO: 1050.273
DESIGNER: M.A.
ENGINEER: M.M.

SCALE:
0 1/2 1
GRAPHIC SCALE IN INCHES

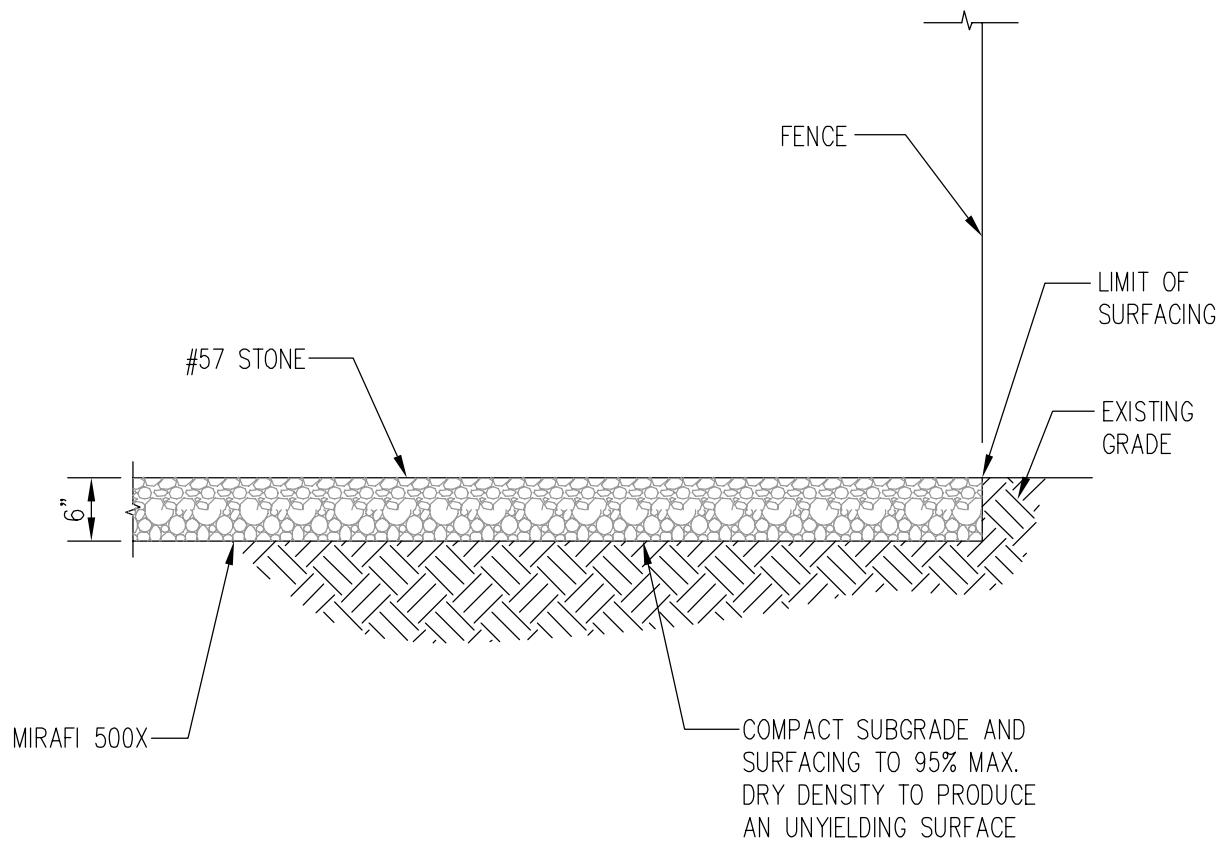
PT EDGEWOOD
1501 FENWICK DRIVE
LYNCHBURG, VA 24502

TITLE:

**VZW EQUIPMENT
DETAILS**

SHEET NUMBER:

Z-11

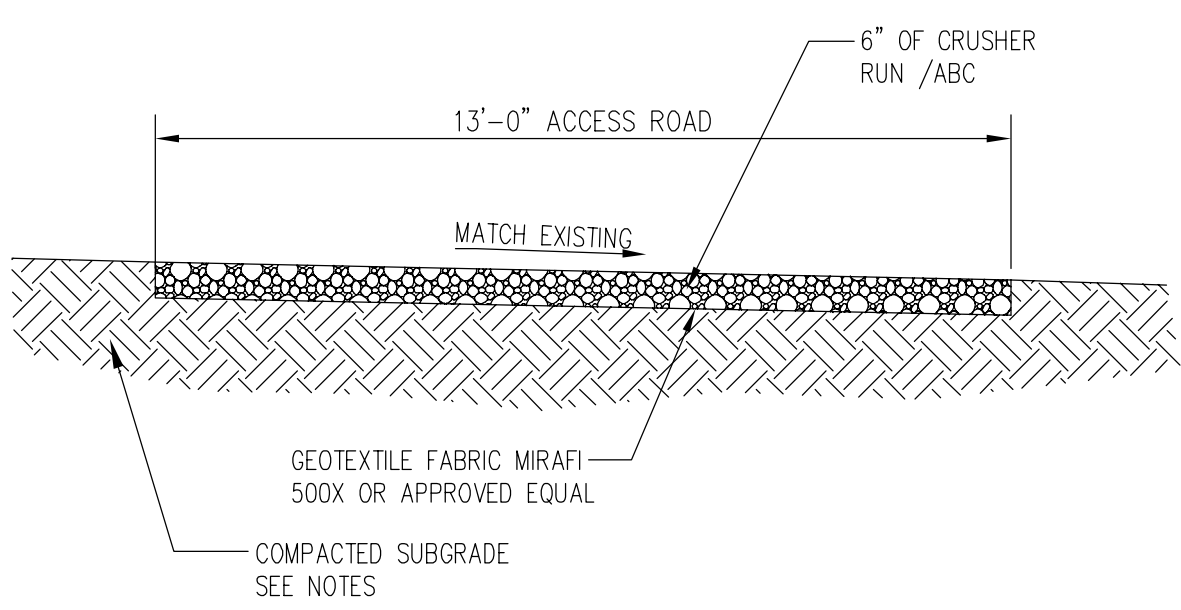


NOTE:
COMPOUND AREA SHALL BE CLEARED AND GRUBBED. REMOVE UNSUITABLE LOOSE OR SOFT SOIL, ORGANIC MATERIAL OR RUBBLE TO FIRM GRADE. FILL UNDERCUT AND COMPACT UP TO 6" BELOW FINISH GRADE. PLACE A MIRAFIX 500X SOIL STABILIZATION FABRIC ON SUBGRADE. FILL WITH 6" OF AASHTO 57 STONE TO FINISH GRADE.

SITE COMPOUND SURFACING DETAIL

SCALE: NTS

1
Z-12



CONTRACTOR SHALL INSTALL A TEMPORARY ACCESS ROAD, WHICH SHALL BE UTILIZED UNTIL HEAVY CONSTRUCTION WORK IS COMPLETE. THE CONTRACTOR SHALL THEN INSTALL THE ACCESS ROAD PER DETAIL SHOWN ABOVE.

TEMPORARY ACCESS ROAD NOTES:

CLEAR AND GRUB THE LIMITS OF THE TEMPORARY ACCESS ROAD AND REMOVE UNSUITABLE LOOSE OR SOFT SOIL, ORGANIC MATERIAL OR RUBBLE TO FIRM SUBGRADE. FILL, UNDERCUT AND COMPACT MATERIAL IN LAYERS NOT EXCEEDING 8 INCHES IN DEPTH IN ACCORDANCE WITH THE REQUIREMENTS IN THE GEOTECH REPORT. PLACE 6" OF 57 STONE AND PROOF ROLL IF TEMPORARY ROAD REQUIRES STABILIZATION.

ACCESS ROAD:

FILL, UNDERCUT AND COMPACT TEMPORARY ACCESS ROAD UP TO 6" BELOW FINISH GRADE. PLACE MIRAFIX 500X STABILIZATION FABRIC ON SUBGRADE. PULL TIGHT AND STAKE IN PLACE. PLACE AND COMPACT 6" DEPTH OF CRUSHER RUN/ABC TO FINISH GRADE IN ACCORDANCE WITH THE REQUIREMENTS IN THE GEOTECH REPORT.

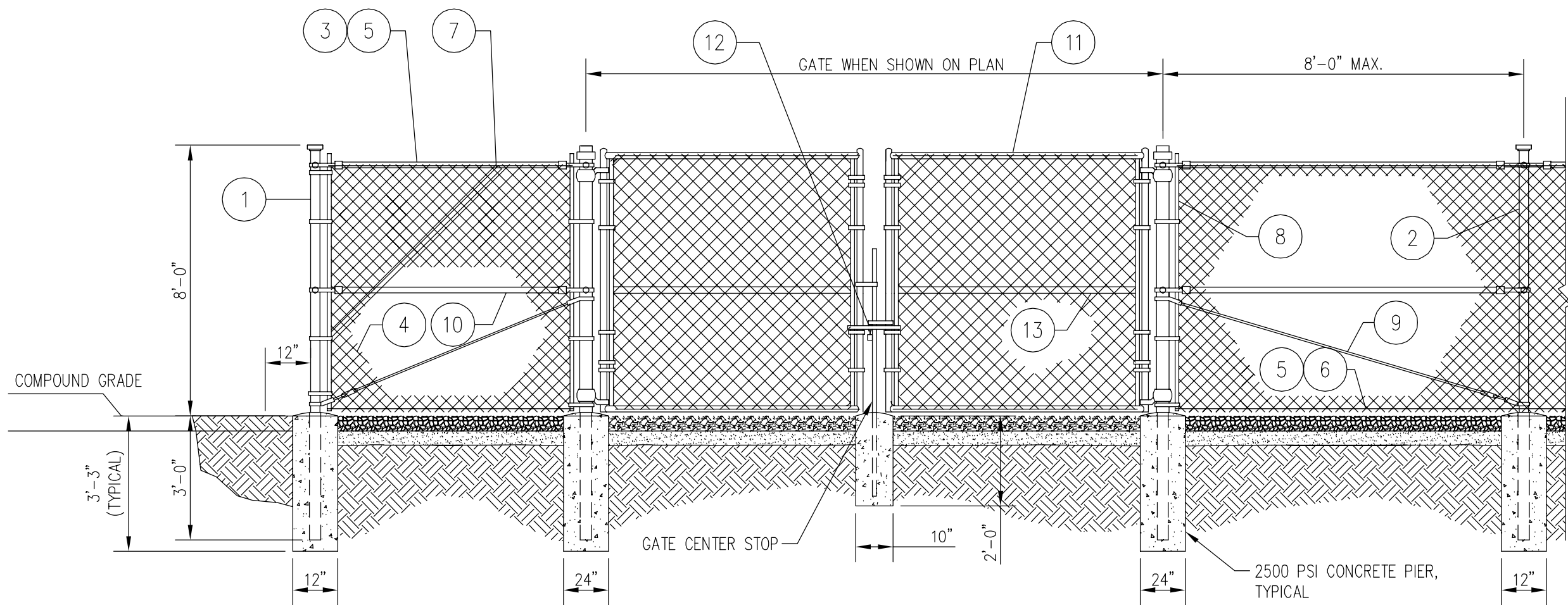
COMPACTION NOTES:

SOIL COMPACTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS IN THE GEOTECH REPORT.

GRAVEL ACCESS ROAD DETAIL

SCALE: NTS

2
Z-12



REFERENCE NOTES:

- 1 GATE POST: 4" NOMINAL SCHEDULE 40 PIPE. CORNER, END OR PULL POST: 3" NOMINAL SCHEDULE 40 PIPE.
- 2 LINE POST: 2 1/2" SCHEDULE 40 PIPE, PER ASTM-F1083. LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 8'-0" O.C.
- 3 TOP RAIL & BRACE RAIL: 1 1/2" PIPE, PER ASTM-F1083.
- 4 FABRIC: 9 GA CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392.
- 5 TIE WIRE: MINIMUM 11 GA GALVANIZED STEEL AT POSTS AND RAILS A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED MAX. 24" INTERVALS.
- 6 TENSION WIRE: 9 GA. GALVANIZED STEEL.
- 7 SLATS (COLOR CHOSEN OWNER)

- 8 STRETCHER BAR.
- 9 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD.
- 10 FENCE CORNER POST BRACE: 1 5/8" DIA. EACH CORNER EACH WAY.
- 11 GATE FRAME: 1 1/2" PIPE, PER ASTM-F1083.
- 12 STYMIE LOCK BY CONTACTOR
- 13 GATE FRAME BRACE: 1 5/8" DIAMETER.

GENERAL NOTES:

- 1. INSTALL FENCING PER ASTM F-567
- 2. INSTALL SWING GATES PER ASTM F- 900
- 3. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED.
- 4. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE 1 1/2" GALV. (HOT DIP, ASTM A120 GRADE "A" STEEL). ALL GATE FRAMES SHALL BE WELDED.
- 5. ALL OPEN POSTS SHALL HAVE END-CAPS.
- 6. ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL).

CHAIN LINK FENCE DETAIL

SCALE: NTS

5
S-1

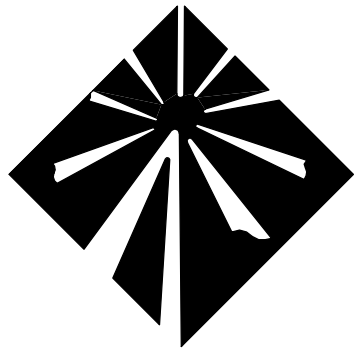
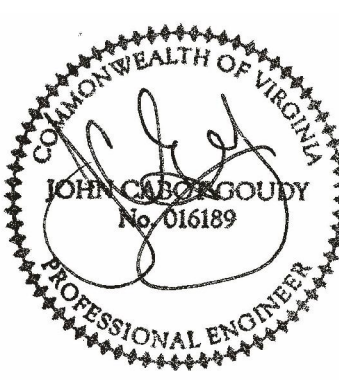


6100 Executive Boulevard
Suite 350
Rockville, MD 20852
Phone: (202)408-0960

SUBMITTALS

DATE	DESCRIPTION	REV.
12-27-19	ZONING REVIEW	
01-27-20	ZONING REVIEW	
02-25-20	MILESTONE COMMENTS	
05-22-20	ZONING REVIEW	
05-29-20	ZONING	

SEAL:



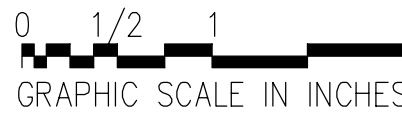
Milestone
COMMUNICATIONS

PROJECT NO: 1050.273

DESIGNER: M.A.

ENGINEER: M.M.

SCALE:



PT EDGEWOOD
1501 FENWICK DRIVE
LYNCHBURG, VA 24502

TITLE:

SITE DETAILS

SHEET NUMBER:

Z-12

Statement of Justification and Compliance for Proposed Telecommunications Facility at 1501 Fenwick Dr, Lynchburg, VA 24502

Milestone Tower Limited Partnership IV, d/b/a Milestone Communications, the Petitioner (Milestone), seeks to install a telecommunications facility, consisting of a 154' tall monopole (plus 2' lightning rod for total height of 156') with supporting ground equipment (the "Facility") on the property of the City of Lynchburg located at 1501 Fenwick Drive, Lynchburg VA 24502 (the "Property"). The Property parcel contains 7.4 acres and is located in the R-1 and R-C zones. The compound for the proposed facility (the "Site") would be entirely within the R-1 zoning district. Milestone seeks Conditional Use Permit approval for the proposed Facility.

As outlined below, the proposed Facility complies with the City of Lynchburg Zoning Ordinance, and specifically section 35.2-73.

I. Exhibits Attached

Exhibit A: Public Hearing Application
Exhibit B: Zoning Drawings including Site Development Plan
Exhibit C: Parcel Map
Exhibit D: Aerial Photo of Parcel w/ Tower Visibility Legend
Exhibit E: Photo Simulations
Exhibit F: RF Material Response Letter from Verizon Wireless (to be provided)
Exhibit G: Structural Letter
Exhibit H: FAA No-Hazard Determination
Exhibit I: Map of all Towers within One (1) Mile
Exhibit J: Fall-Zone Letter

II. Summary

A. Background: The Need for the Monopole

Milestone provides the ability for wireless service providers to enhance and upgrade service in addition to meeting coverage and propagation objectives. In this case, the subject area, near the confluence of Rt. 501 (Lynchburg Expressway) and Rt. 29 (business) was noted as having a deficiency of both coverage and capacity.

B. Milestone Communications' Request for a Conditional Use Permit

The Property is zoned R-1 and R-C. Other than the cleared area of a sanitary sewer line easement running through the property roughly north--south to the Expressway, the majority of the Property is forested and/or in a flood plain and undeveloped. A 100' wide power utility easement runs northwest to southeast southwest of the Site. Pursuant to Section 35.2-73.3.a of the City of Lynchburg Zoning Ordinance, a telecommunications tower is permitted by way of a conditional use upon approval of the Planning Commission and City Council subject to the additional standards set out in Section 35.2-73.3. Below, please find a detailed statement of

justification and code compliance, all of which is supported by documents attached as exhibits (and listed above) and will be confirmed at an upcoming public hearing. Milestone's compliance narratives and responses are in **bold** and *italics*.

III. Standards for Conditional Use Approval for Telecommunications Towers

35.2-73.3 Development and approval of towers.

(a) A tower and associated telecommunications facilities shall be a permitted use of land in business and industrial districts (B-1 through B3, B-5, and I-1 through I-3). A conditional use permit from the City Council shall be required for applicants seeking to locate towers, regardless of height, and related telecommunications facilities, in business districts zoned as B-4 and B-6 and in conservation and residential districts designated RC through R-5. No structure, regardless of design or material, shall be permitted in any residential district as a telecommunications facility, except small equipment cabinets located on the tower or on the ground immediately adjacent to a telecommunications facility, provided they do not exceed seventy-two cubic feet above ground, and six feet in height. If another company collocates its antenna on the same tower, each company is permitted to have a small equipment cabinet of this size. Any proposal exceeding these parameters shall be subject to review by the City Council as part of a conditional use permit application. Application shall be made to the City Planner in the manner provided in Article II of this Zoning Ordinance. In districts for which a conditional use permit is required, the City Council shall make its decision to grant or deny such permit in writing and in a manner consistent with applicable state and federal law. ***Milestone seeks to locate a monopole on a City-owned parcel located within the R-1 and R-C zones. The Site would be within the portion of the Property in the R-1 zoning district. As such, the proposed monopole is a permitted use via a City Council approved conditional use permit.***

(b) Existing towers are exempt from the maximum height restrictions of the districts where located. New towers shall not exceed a maximum height of fifty (50) feet in any residential district, one hundred (100) feet in a B-1 district, or one hundred fifty (150) feet in any other commercial or industrial district, unless the City Council approves a conditional use permit authorizing a maximum height in excess of these limits. ***Milestone seeks a conditional use permit in order to exceed the 50' height limit.***

(c) The City may authorize the use of City property in appropriately zoned districts in accordance with the procedures of the City charter and code. The City shall have no obligation whatsoever to use City property for such purposes. ***Milestone submits that the proposed Facility is located on City property.***

(d) No new tower shall be built, constructed, or erected in the City unless such tower, including the ground area for associated telecommunications facilities, is capable of supporting another person's operating telecommunications facilities comparable in

weight, size, and surface area to the applicant's telecommunications facilities. For purposes of this section, the "applicant's facilities" shall mean those installed within six months of completion of tower construction. These provisions are encouraged for, but need not apply to, towers no greater than 50 feet in height. *N/A*

(e) An application to develop a tower shall include:

1. The name, address, and telephone number of the applicant. If the applicant is not the owner of the parcel of land upon which the tower is situated, the written consent of the owner, and the name, address, telephone number of the owner, shall be evidenced in the application. The application shall also contain an affirmative statement indicating that both the owner and applicant are aware of and agree to comply with the provisions in section 35.2-73.19 of this Zoning Ordinance regarding abandonment. ***Milestone will comply with this application requirement. Please see the application enclosed with this project justification narrative.***

2. The legal description, valuation map number, and address of the parcel of land upon which the tower is situated. ***Milestone will comply with this application requirement. Please see the enclosed source deed and the project zoning drawings prepared by Entrex Communication Services, Inc., dated February 25, 2020 (the "Zoning Drawings").***

3. The names, addresses, and telephone numbers of all tower owners with towers or usable antenna support structures within a one (1) mile radius of the proposed new tower site, including City-owned property. ***Milestone submits that this information is provided in Exhibit I.***

4. Written documentation that the applicant made diligent, but unsuccessful, efforts for permission to install or collocate the applicant's telecommunications facilities on City-owned towers or usable antenna support structures located within a one (1) mile radius of the proposed tower site. ***Verizon Wireless ("Verizon") is the initial dedicated wireless provider for the proposed Facility. The Applicant is working with Verizon to obtain the details of this search. Based upon an ASR Tower Search, Milestone has identified six (6) towers within a one-mile radius of the Site. One (1) tower is unavailable for commercial wireless collocation, and one is only 60', which is too short for wireless service. Verizon is already collocated on all four (4) of the other towers in the area targeted for improved service. Please see the enclosed map (Exhibit I).***

5. Written documentation that the applicant made diligent, but unsuccessful, efforts to install or collocate the applicant's telecommunications facilities on existing or proposed towers, and their ground area, or usable support structures owned by other persons located within a one (1) mile radius of the proposed tower site. ***As noted above, there are no available vertical structures in the area to be served on which Verizon is not already collocated.***

6. Written, technical evidence from a radio frequency engineer that the proposed tower or telecommunications facilities cannot be installed or collocated on another person's tower or usable antenna support structure located within a one (1) mile radius of the proposed tower site and must be located at the proposed site in order to meet the coverage requirements of the applicant's wireless communications system. ***As noted above, Verizon is located on all usable antenna support structures within a one (1) mile radius of the proposed Site.***

7. Written, technical evidence from a structural engineer that the proposed structure meets the standards set forth in this code, including but not limited to the requirements set forth in sections Article I35.2-73.3(d) and 35.2-73.6. ***Milestone will comply with this requirement. Please see Exhibit G.***

8. Written, technical evidence from a radio frequency engineer that the proposed facilities meet the standards set forth in this code, including, but not limited to, the requirements set forth in section 35.2-73.4. ***Verizon will provide a letter certifying that it will meet all such standards.***

9. Written, technical evidence from an electrical engineer that the proposed site of the tower or telecommunications facilities does not pose a risk of explosion, fire, or other danger due to its proximity to volatile, flammable, explosive, or hazardous materials such as LP gas, propane, gasoline, natural gas, or corrosive or other dangerous chemicals. ***The Applicant will comply with all applicable Building Code and Fire Code requirements and federal, state, and local law pertaining to dangerous chemicals.***

10. A map of the City and the first half-mile of all bordering communities showing the design of the applicant's entire existing or proposed wireless telecommunications network. Such map shall, at minimum, indicate the general location of all proposed or existing tower and antenna sites, their dimensions, specifications, and signal area coverage. ***The enclosed map (Exhibit I) identifies the location of the closest existing Verizon communication facilities. Additional information regarding such facilities will be forthcoming.***

11. Color photo simulations showing the proposed site of the tower with a photorealistic representation of the proposed tower as it would appear viewed from the closest residential property or properties and from adjacent roadways. ***This item is included with the application package; see Exhibit C.***

12. An application fee that represents the site plan fee and conditional use fee otherwise required. The City reserves the right to employ an outside consultant to review any application. The applicant shall reimburse the City for the reasonable expenses related to such review as an additional application fee. ***The relevant application fees have been included with this submission.***

13. A site plan, including a description of the lot lines, setbacks, location of adjacent structures, proposed location of the tower, separation distances, proposed tower height, landscaping, screening, access, parking, and security. ***This item is included with the application package; see Exhibit B.***

14. An acknowledgment that the applicant currently complies and will continue to comply with all FCC standards, including reporting requirements regarding radio frequency emissions. ***Milestone complies and will continue to comply with all relevant FCC standards including reporting requirements regarding RF emissions.***

15. When seeking approval of a telecommunication tower or facility, the applicant shall furnish written documentation that:

a. The proposed communication tower is reasonably necessary to serve an adjacent residential area or areas; ***Please note that Va. Code § 15.2-2316.4:2.A.2, adopted in 2018, provides that “(i)n its receiving, consideration, and processing of a complete application ... for a standard process project, a locality shall not: (1) Disapprove an application on the basis of: (a) The applicant’s business decision with respect to its designed service, customer demand for service, or quality of its service to or from a particular site; (b) The applicant’s specific need for the project, including the applicant’s desire to provide additional wireless coverage or capacity; or (c) The wireless facility technology selected by the applicant for use at the project; (2) Require an applicant to provide proprietary, confidential or other business information to justify the need for the project, including propagation maps and telecommunications traffic studies, or information reviewed by a federal agency as part of the approval process for the same structure and wireless facility, provided that a locality may require an applicant to provide a copy of any approval granted by a federal agency, including conditions imposed by that agency....”***

b. Any variance (or conditional use permit) sought is the minimum necessary to address the need for the variance (or conditional use permit), subsequent to exploring all reasonable siting alternatives; ***The Applicant has been advised by the City Zoning Administrator that no variance is required for the proposed Site. Va. Code § 15.2-2316.4:2.A.9 provides that a locality shall not “(i)mpose a setback or fall zone requirement for a project that is larger than a setback or fall zone area that is imposed on other types of similar structures of a similar size, including utility poles.” The Zoning Administrator has advised that setbacks from all boundary lines equal to the height of the proposed monopole shall satisfy zoning requirements.***

A conditional use permit is required by the City’s Zoning Ordinance for the construction of a Telecommunications Tower in the R-1 zoning district.

c. The location of the communication tower in relation to the existing structures, trees and other visual buffers shall minimize, to the greatest extent reasonably practicable under the circumstances, any impact on affected residentially zoned property; ***The Property is located just north of the Lynchburg Expressway and is buffered on all sides by forested areas, which will screen all ground equipment and the monopole except the uppermost portions where the antennas must clear the trees to provide the needed service. The Site is located at a significantly lower elevation than the residential areas to the north and east, which will mitigate the visual impact of the upper portion of the monopole.***

d. The location of the communication tower will not have a significant detrimental impact on adjacent property values; ***The visual impact of the Facility should be minimal, and there are electric power towers in the immediate vicinity that are far more visually obtrusive. Many studies have shown that good, reliable wireless service is important for home sales and that the existence of a wireless facility within the viewshed of properties causes no negative effect on property values or home sales;*** and

e. Any other factors that the applicant deems to be relevant to the City's consideration of a tower or facility siting.

f. All information submitted with an application that is trade secret information or is for other reasons proprietary shall be clearly marked as such when submitted with an application. The City shall not disclose publicly, or to any third party, proprietary information unless compelled to do so by federal, state, or local law. ***Recently adopted state law, as noted above, prohibits the City from requiring the Applicant to submit proprietary information.***

35.2-73.4 Interference with Public Safety Radio Services

In order to ensure that the City's public safety radio services will be free from harmful or destructive interference, all applicants requesting a permit to site a tower or telecommunications facilities must:

- (a) Demonstrate compliance with good engineering practices; ***Milestone submits that the documentation submitted with this application demonstrates compliance with good engineering practices.***
- (b) Provide the City a copy of all intermodulation studies submitted to the FCC; ***Please note that Va. Code § 15.2-2316.4:2.A.2, adopted in 2018, provides that “(i)n its receiving, consideration, and processing of a complete application ... for a standard process project, a locality shall not: (1) Disapprove an application on the basis of: (a) The applicant’s business decision with respect to its designed service, customer demand for service, or quality of its service to or from a particular site;***

(b) The applicant's specific need for the project, including the applicant's desire to provide additional wireless coverage or capacity; or (c) The wireless facility technology selected by the applicant for use at the project; (2) Require an applicant to provide proprietary, confidential or other business information to justify the need for the project, including propagation maps and telecommunications traffic studies, or information reviewed by a federal agency as part of the approval process for the same structure and wireless facility, provided that a locality may require an applicant to provide a copy of any approval granted by a federal agency, including conditions imposed by that agency...."

(c) Not induce harmful or destructive interference to the City's public safety radio services; ***Milestone submits that the initial installation and subsequent colocations will not interfere with the City's public safety radio services.***

(d) Comply with FCC regulations regarding susceptibility to radio frequency interference, frequency coordination requirements, general technical standards for power, antenna, bandwidth limitations, frequency stability, transmitter measurements, operating requirements, and any and all other federal statutory and regulatory requirements relating to radio frequency interference (RFI); and ***Milestone submits that the installation and all subsequent colocations will comply with FCC regulations and any regulatory requirements relating to RFI.***

(e) In the case of co-location of telecommunications facilities either in the same location or on the same tower as the City's, comply with FCC emissions requirements and not radiate any RFI or any electromagnetic interference (EMI) that may interfere with the City's public safety radio services. *N/A*

35.2-73.5 Setbacks and Fall Zones

(a) Setbacks

1. All towers and any telecommunications facilities in any business and industrial zoning districts shall be set back on all sides a distance equal to the underlying building setback requirement in the applicable zoning district. All towers in residential zoning districts shall be set back on all sides a distance equal to the tower height. In addition, in order to preserve the aesthetics of residential areas and to maintain property values, whenever a tower is located in a residential district, the tower shall be located a distance at least equal to twice the height of the tower from any adjacent property lines. When a tower is located in a commercial district or industrial district, the tower shall be located a distance at least equal to twice the height of the tower from any residential district. ***The proposed monopole will be set back the height of the pole from all surrounding property lines; please note that, per the Zoning Administrator, the right-of-way for Fenwick Drive may be included in this setback area. The Zoning Administrator has advised the Applicant that the requirement for a 200% setback from residential zones has been deemed to be in violation of Va. Code § 15.2-2316.4:2.A.9, which provides that a locality shall not "(i)mpose a setback or fall zone requirement for a project that is larger than a setback or fall zone***

area that is imposed on other types of similar structures of a similar size, including utility poles.” The Zoning Administrator has advised that setback equal to the height of the proposed monopole shall satisfy zoning requirements.

2. Setback requirements for towers shall be measured from the base of the tower to the property line of the parcel on which it is located. ***Milestone concurs with the City’s method of measurement.***

(b) Fall Zones

1. Every tower shall be designed to fall within the boundaries of the parcel on which the tower is located. The applicant shall submit written certification and supporting documentation from a structural engineer that a tower proposed for a residential area will fall within the specified fall zone. In the case of towers located in commercial or industrial areas that are specified and certified by a structural engineer to be collapsible or incapable of failure, the Zoning Administrator may reduce the fall zone accordingly. ***The monopole shall be designed to fall within the boundaries of the parcel.***

2. In those instances, in which there is a conflict between the required setback and the required fall zone, the greater distance shall apply. ***The required setback and fall zone are both equal to the height of the proposed monopole, which the proposed project shall meet.***

35.2-73.6 Structural Requirements

All towers must be designed and certified by a structural engineer to be structurally sound and, at minimum, in conformance with the statewide uniform building code, and any other standards outlined in this article. ***The monopole will be structurally certified by a structural engineer. Please refer to exhibit G for the structural certification letter.***

35.2-73.7 Separation or Buffer Requirements

(a) Towers shall be separated from all residentially zoned lands and all residences (irrespective of zoning classification) by a minimum distance equal to one hundred percent (100%) of the height of the proposed tower. ***The tower shall maintain setbacks of at least 100% of the tower height from all residentially zoned lands. The distance to the residential parcels to the north is 189’, and the distance to the residential parcels to the east is 554.5’.***

(b) Tower separation distances for the purpose of compliance with this article shall be measured from the base of a tower to the closest point of a designated area. The minimum tower separation distance shall be calculated and applied irrespective of City and county jurisdictional boundaries. ***Milestone concurs with the City’s method of measurement.***

35.2-73.8 Method of Determining Tower Height

Measurement of tower height for the purpose of determining compliance with all requirements of this article shall include the tower structure itself, the base pad, and any

other telecommunications facilities attached thereto which extend over the top of the tower structure itself. Tower height shall be measured from grade. ***The proposed monopole from grade to the top of the structure itself and any telecommunications facilities shall be 154'. A 2' lightning rod atop the tower is also proposed, for a total height of 156'.***

35.2-73.9 Illumination

Towers shall not be artificially lighted except as required by the federal aviation administration ("FAA"). Upon commencement of construction of a tower, in cases where there are residential uses located within a distance equal to the height of the tower from the tower, and when required by federal law, dual mode lighting shall be requested from the FAA. ***The proposed monopole will not have any artificial lighting.***

35.2-73.10 Exterior Finish

Towers not requiring FAA painting or marking shall be painted a neutral color (galvanized finish is considered a neutral color). ***Milestone will maintain a neutral finish (brown) on the monopole to ensure maximum blending in this wooded location.***

35.2-73.11 Landscaping

All landscaping on parcels containing towers, antenna support structures, or telecommunications facilities shall be designed to screen the tower, antenna support structure, and telecommunications facilities to a height of at least six (6) feet from grade. This requirement may be waived at the discretion of the inspections division if the base of the tower and facilities to be screened are not located in and not visible from any business or residential districts or visible from public streets. All landscaping must be continually maintained in a healthy and attractive manner. ***Milestone maintains that, because of topography and heavy tree cover, the lower portion of monopole and compound will not be visible from any business or residential districts or visible from public streets and therefore should not require additional screening methods.***

35.2-73.12 Security

All towers must be reasonably posted and secured to protect against trespass. ***Milestone will keep the compound posted and secured.***

35.2-73.13 Access

All parcels upon which towers are located must provide access during normal business hours to at least one (1) paved vehicular parking space(s) on site. ***Milestone will provide space for the parking of one (1) vehicle.***

35.2-73.14 Certifications and Inspections

(a) All towers shall be certified by an engineer to be structurally sound and in conformance with the requirements of the City building code and all other construction standards set forth by the City code and federal and state law. For new monopole towers, such certification shall be submitted with an application pursuant to section 35.2-73.3(e) and every five (5) years thereafter; for existing monopole towers, such certification shall be submitted within sixty (60) days of the effective date of this article and then every five

(5) years thereafter; for new lattice or guyed towers, such certification shall be submitted with an application pursuant to section 35.2-73.3(e) and every two (2) years thereafter; and for existing lattice or guyed towers, such certification shall be submitted within sixty (60) days of the effective date of this article and then every two (2) years thereafter. The tower owner may be required by the City to submit more frequent certifications should there be reason to believe that the structural and electrical integrity of the tower is jeopardized. ***Milestone will submit structural certification from a licensed structural engineer to ensure the integrity of the monopole.***

(b) The City and its agents shall have authority to enter onto the property upon which a tower is located, between the inspections and certifications required above, to inspect the tower for the purpose of determining whether it complies with the statewide building code and all other construction standards provided by the City code and federal and state law. ***Milestone recognizes the City's authority to enter the property for purposes of inspection.***

(c) The City reserves the right to conduct such reasonable and necessary inspections, upon reasonable notice to the tower owner. All expenses by the City related to such inspections shall be borne by the tower owner if any unresolved defects exist. ***Milestone recognizes the City's authority to enter the property for purposes of inspection.***

(d) The tower or telecommunication facilities owner shall certify to the City on an annual basis that it is in compliance with all of the requirements of this article, including the requirements set forth in Sec. 35.2-73.15. ***Milestone shall provide this certification.***

35.2-73.15 Maintenance

(a) Tower owners shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. ***Milestone always seeks to utilize best practice methods with regard to construction and maintenance.***

(b) Tower owners shall install and maintain towers, telecommunications facilities, wires, cables, fixtures, and other equipment in substantial compliance with the requirements of the national electric safety code and all FCC, state, and local regulations, and in such manner that will not interfere with the use of other property. ***Milestone will ensure compliance with any and all code and regulatory requirements.***

(c) All towers, telecommunications facilities, and antenna support structures shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of any person. ***Milestone will at all times keep and maintain the monopole in good condition, order, and repair.***

(d) All telecommunication facilities shall maintain compliance with current radio frequency emission standards of the FCC. ***Milestone will ensure that collocators on the monopole shall maintain compliance with FCC RF emission standards.***

(e) In the event the use of a tower is discontinued by the tower owner, or in the event a tower owner files notice to the FCC of its interest to cease operating the tower owner shall provide written notice to the City of its intent to discontinue use and the date when the use shall be discontinued. ***Milestone will comply with this requirement.***

35.2-73.16 Stealth

All towers and telecommunications facilities in business and residential districts shall be of stealth design. ***Milestone submits that the proposed monopole shall be painted brown to blend with the existing tree canopy, thus reducing visual impact.***

IV. Conclusion

Milestone looks forward to the opportunity to add and enhance wireless service in and around this portion of Lynchburg. Milestone appreciates your attention to and consideration of this proposal. The evidence outlined above and supported in the attached exhibits highlights that Milestone's proposal is substantially in conformance with every relevant code requirement. At the upcoming public hearing, Milestone will elaborate on and present additional supporting evidence to demonstrate why, as a matter of fact and law, this application for a Conditional Use Permit should be granted. Thank you.



NOT VISIBLE



PHOTO #1

PT EDGEWOOD
PROPOSED MONOPOLE



PHOTO #2

PT EDGEWOOD
PROPOSED MONOPOLE

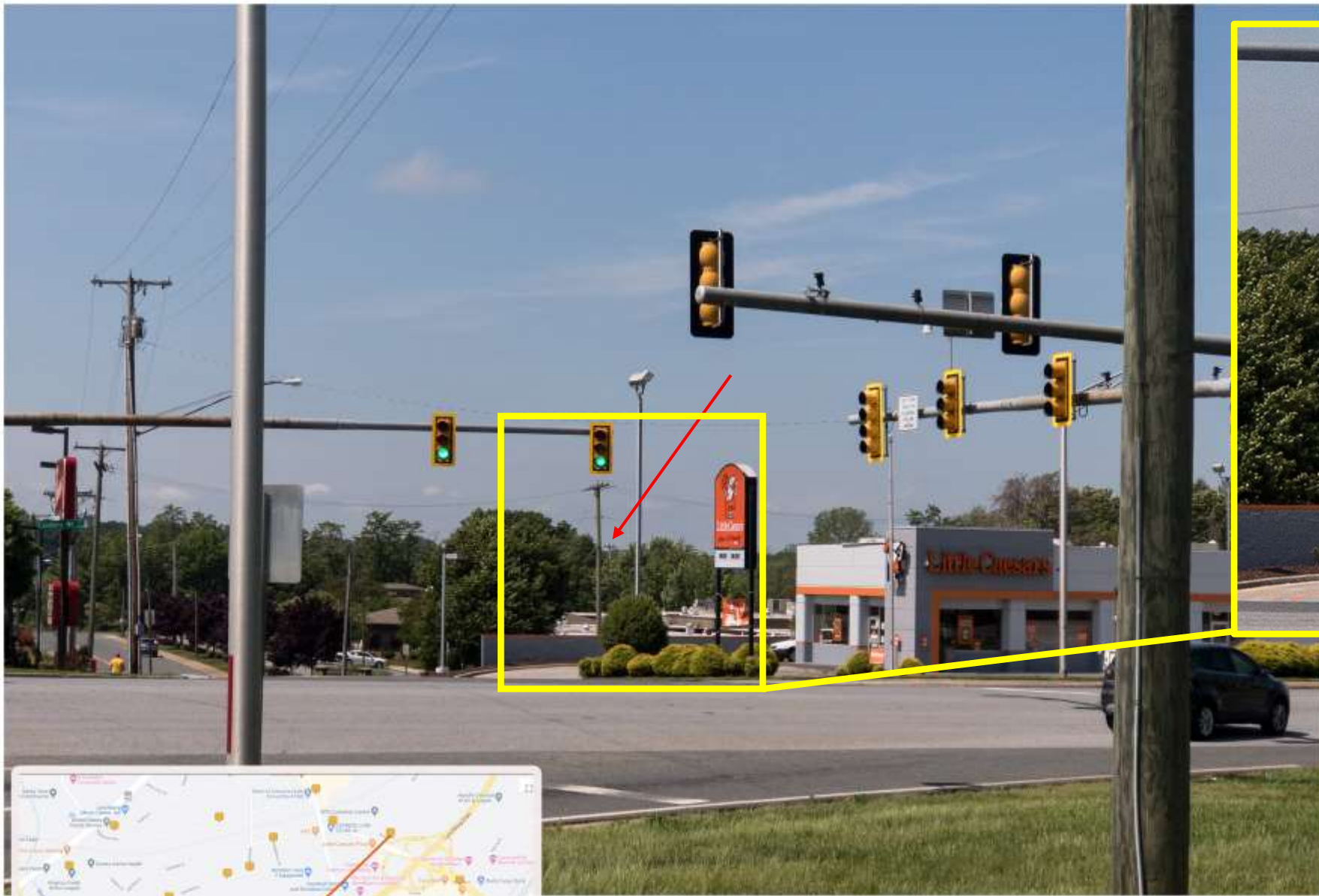


PHOTO #3

PT EDGEWOOD
PROPOSED MONOPOLE



PHOTO #4

PT EDGEWOOD
PROPOSED MONOPOLE



PHOTO #5

PT EDGEWOOD
PROPOSED MONOPOLE



PHOTO #6

PT EDGEWOOD
PROPOSED MONOPOLE



PHOTO #7

PT EDGEWOOD
PROPOSED MONOPOLE



PHOTO #8

PT EDGEWOOD
PROPOSED MONOPOLE



PHOTO #9

PT EDGEWOOD
PROPOSED MONOPOLE



PHOTO #10

PT EDGEWOOD
PROPOSED MONOPOLE



NOT VISIBLE



PHOTO #11

PT EDGEWOOD
PROPOSED MONOPOLE



PHOTO #12

PT EDGEWOOD
PROPOSED MONOPOLE



PHOTO #13

PT EDGEWOOD
PROPOSED MONOPOLE



NOT VISIBLE

PHOTO #14

PT EDGEWOOD
PROPOSED MONOPOLE



PHOTO #15

PT EDGEWOOD
PROPOSED MONOPOLE



NOT VISIBLE

PHOTO #16

PT EDGEWOOD
PROPOSED MONOPOLE



PHOTO #17

PT EDGEWOOD
PROPOSED MONOPOLE



PHOTO #18

PT EDGEWOOD
PROPOSED MONOPOLE



PHOTO #19

PT EDGEWOOD
PROPOSED MONOPOLE



PHOTO #20

PT EDGEWOOD
PROPOSED MONOPOLE



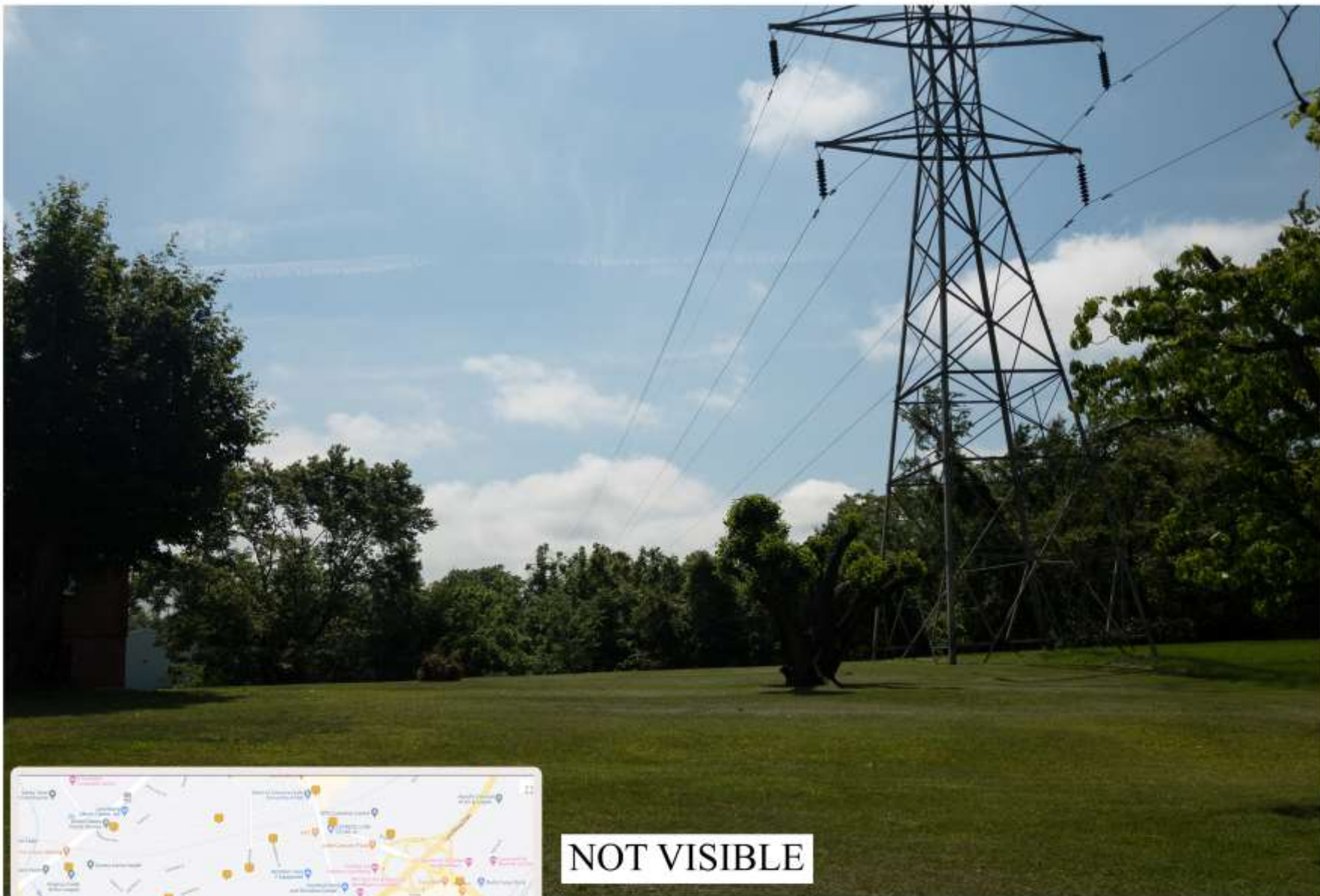
PHOTO #21

PT EDGEWOOD
PROPOSED MONOPOLE



PHOTO #22

PT EDGEWOOD
PROPOSED MONOPOLE



NOT VISIBLE

PHOTO #23

PT EDGEWOOD
PROPOSED MONOPOLE



NOT VISIBLE

PHOTO #24

PT EDGEWOOD
PROPOSED MONOPOLE



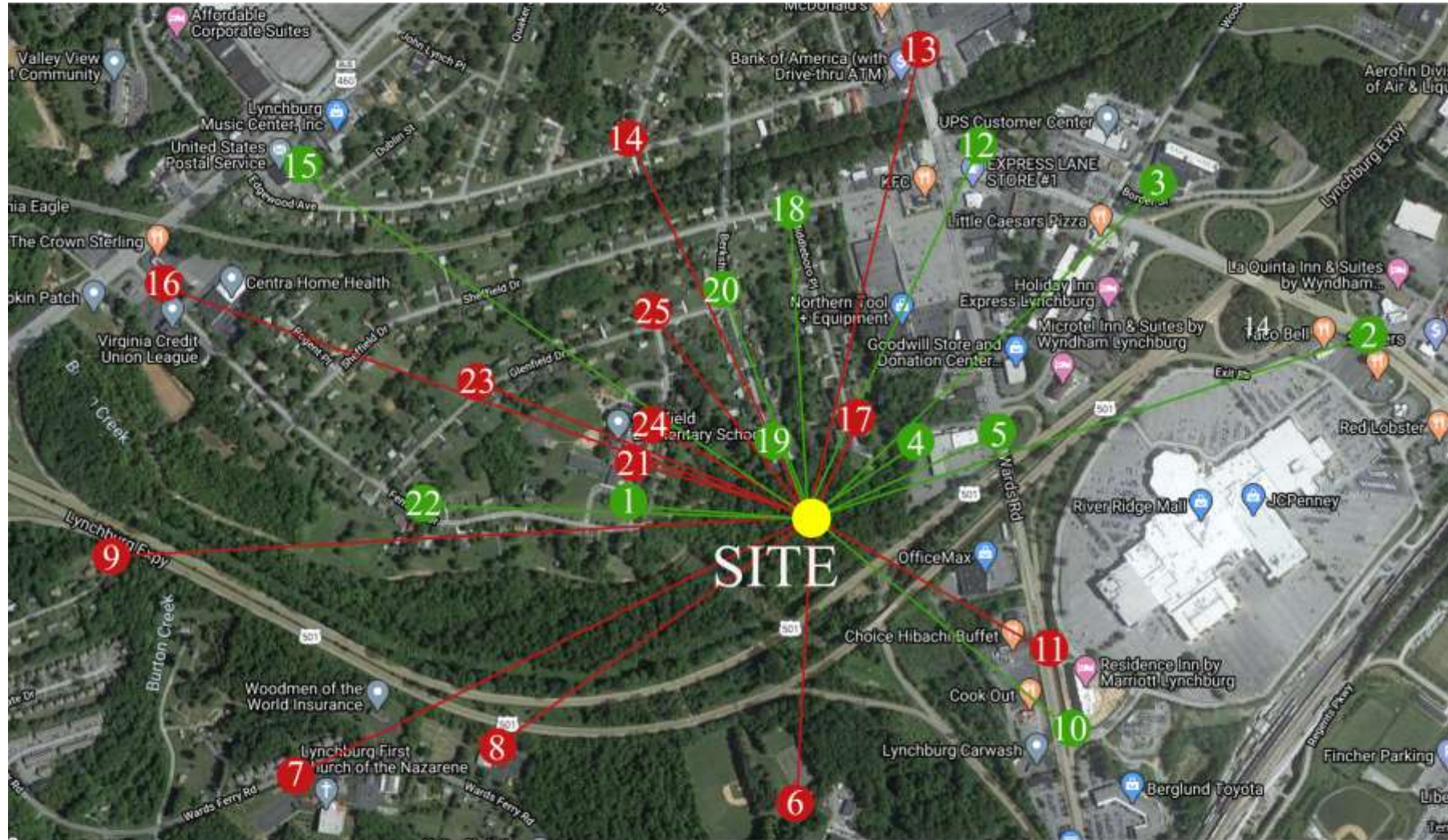
NOT VISIBLE

PHOTO #25

PT EDGEWOOD
PROPOSED MONOPOLE

BALLOON VISIBILITY

- Positive line of sight Location
- Negative line of sight Location





**1501 Fenwick Drive - Milestone
Conditional Use Permit
July 8, 2020**

PLEASE PRINT

[illegible]

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **August 11, 2020**

AGENDA ITEM #: **18**

CONSENT:
ACTION: **X**

REGULAR: **X**
INFORMATION:

WORK SESSION:

CLOSED SESSION:
(Confidential)

ITEM TITLE: Lease of City Property at 1501 Fenwick Drive to Milestone Communication for the Operation of a Telecommunications Monopole

KEY ELEMENTS:

___Economic Development **X**Excellent Government ___Natural and Built Environment ___Safe Community ___Vibrant Community

RECOMMENDATION: Hold a public hearing and grant a lease to Milestone Communication to operate a telecommunications monopole at 1501 Fenwick Drive.

SUMMARY: Milestone communications has requested to lease a portion City – owned property at 1501 Fenwick Drive for the construction, operation, and maintenance of a telecommunications monopole under the terms of the franchise agreement between the City and Milestone.

PRIOR ACTION: September 10, 2013: City Council approved a franchise agreement with Milestone Communications.

August 11, 2020: City Council will consider a Conditional Use Permit for this project

FISCAL IMPACT: The City will receive a site fee of \$25,000 and 40% of gross revenue, not less than \$1000 per month for this site.

CONTACT(S): Gaynelle Hart, Director of Public Works - 455-4406
Walter Erwin, City Attorney – 455-3973

ATTACHMENT(S):
Resolution
Milestone Lease Agreement

REVIEWED BY: raw

086A

RESOLUTION:

BE IT RESOLVED that the Lynchburg City Council hereby approves a lease agreement between the City of Lynchburg and Milestone Communications Management III, Inc., for the lease of City owned property at 1501 Fenwick Drive. The property will be used for the installation, maintenance, and operation of a telecommunication monopole and associated facilities as provided in the Franchise Agreement between the City and Milestone; and,

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the lease agreement and any other documents embodying the terms approved herein on behalf of the City.

Adopted:

Certified:

Interim Clerk of Council

LEASE AGREEMENT

SITE: 1501 Fenwick Drive
Lynchburg, VA 24502

THIS LEASE AGREEMENT (hereinafter, the "Lease"), made and entered into this ____ day of _____, 2020, by and between the CITY OF LYNCHBURG, a Municipal Corporation of the Commonwealth of Virginia, with an address of 900 Church Street, Lynchburg, VA, 24504, herein referred to as the "City," and MILESTONE TOWER LIMITED PARTNERSHIP-IV, a Delaware limited partnership, with an address of 12110 Sunset Hills Road, Suite 100, Reston, VA 20190, herein referred to as "Milestone," recites and provides as follows:

RECITALS

1. City is the owner of the parcel of improved real estate located in Lynchburg, Virginia known as City of Lynchburg Tax Map Parcel 16109001 and described in Exhibit A attached hereto and incorporated herein by reference (the "Site"). The Site is presently operated by City for government and public use.

2. City and Milestone are parties to that certain City-wide Lease dated September 11, 2013 (the "Master Franchise") pursuant to which the requirements of Virginia Constitution Article VII § 9 and Virginia Code § 15.2-2100 relating to the lease of this Site were satisfied.

3. Milestone is a limited partnership duly organized, validly existing and in good standing under the laws of the state of Delaware, and is duly authorized to do business in the City of Lynchburg, Virginia; and has all requisite power and authority to accept, execute, deliver and perform this Lease and all agreements entered into or delivered in connection with or as contemplated hereby.

4. Milestone intends to construct a free-standing monopole satisfying the requirements of this Lease and all applicable laws (the "Monopole"), and to lease from City land on which Milestone intends to construct an equipment compound in the size, location and dimensions as shown on Exhibit A, attached hereto and made a part hereof, for the installation of equipment operated by Milestone or the Carriers (as defined below) on the Site (the "Compound"). Milestone intends to lease space on the Monopole and in the Compound to telecommunications or other wireless communications providers (the "Carriers" and each individually, a "Carrier") in compliance with the terms hereof. Such Carriers may install antennas on the Monopole and construct equipment platforms (each, an "Equipment Platform") to support their communications equipment within the Compound (the Monopole, the Compound, each Equipment Platform and all antennas, dishes, lines, cables and other equipment or items shall collectively be referred to herein as the "Base Station" or "Facilities").

5. The parties now desire to set forth the terms pursuant to which City shall lease a portion of the Site to Milestone for the purposes just described.

NOW, THEREFORE, in reliance of the Recitals set forth above and for and in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. LEASE AGREEMENT:

a. Subject to and in accordance with the provisions of this Lease, City hereby leases to Milestone and Milestone hereby leases from City that space within the Site in the size, location and dimensions as shown on Exhibit A and designated on Exhibit A as the “Lease Area” (the “Lease Area”) all as shown and described in Exhibit A attached hereto, which, together with the Appurtenant Easements (defined in Section 2), shall be referred to collectively as the “Leased Premises.” Subject to and in accordance with the provisions of this Lease, the City hereby grants to Milestone the nonexclusive right, privilege, franchise, and authority, to install, operate, and maintain a telecommunication Monopole and ground telecommunications equipment on the Site, and to lease space on the Monopole and the Leased Premises to Carriers.

b. Except for those portions of the Leased Premises that are fenced with the permission of City (which portions shall generally be the area immediately surrounding the Compound) and the actual space occupied by the Monopole (the “Exclusive Leased Premises”), the Leased Premises shall be demised to Milestone on a non-exclusive basis. City and its invitees, permittees, agents and contractors expressly reserve the right to have, and shall have, free and full use of the Non-Exclusive Leased Premises, including, without limitation, the right of pedestrian and vehicular ingress and egress over and through the Non-Exclusive Leased Premises in accordance with the terms hereof. City shall also have free and full access to the Monopole (at City’s risk) for the purpose of maintaining, repairing and replacing any lights on the Monopole, to the extent it is required to do so. Without the prior written consent of City, Milestone shall not alter, relocate or modify the lights on the Monopole (if any). Milestone and Carriers shall erect no signs on the Site except on the Exclusive Leased Premises or with the City’s prior express permission in writing. This Lease grants Milestone no right to use City-owned useable antenna support structures such as City-owned water tanks, buildings, etc. or other structures, facilities or equipment belonging to City except as expressly stated herein.

c. Milestone acknowledges that with the exception of the air space over the land actually occupied by the Monopole, the Leased Premises shall include the air rights over the land only to a height which is the lesser of ten (10) feet above the ground elevation or the bottom of the bleachers or other structure that is situated above the Leased Premises. City and Milestone acknowledge that the exact location of the Leased Premises is, as of the date of the execution hereof, the parties current intent with respect thereto, however the final location may be subject to modification (by agreement of the City Manager and an authorized agent of Milestone) based upon the Milestone’s governmental approval process. Milestone and City therefore each covenant and agree, subject to each party’s approval as required in the immediately preceding sentence, to execute an addendum hereto at such time as the final location of the Leased Premises is determined in the event that such location differs from that as set forth on Exhibit A. **Milestone hereby accepts the Leased Premises “AS IS” and in their present condition without any representation or warranty of City except any that may be expressly set forth in this Lease.**

d. Notwithstanding the foregoing, Milestone acknowledges and agrees that it is solely responsible for performing all necessary due diligence regarding the Site and the Leased Premises, including confirming by way of a title report and examination that City holds legal title to the Site and that no matters affecting title to the Site prohibit, impair or require third party consent to the leasing of the Leased Premises to Milestone, the construction of the improvements contemplated hereunder or any other matter relating or pertaining to this Lease (the “Due Diligence Matters”). In no event shall City have any responsibility for or liability with respect to the Due Diligence Matters, all of which are hereby waived by Milestone. Milestone agrees to strictly comply, at its sole cost and expense, with all recorded documents, instruments and agreements affecting title to the Site, and defend, indemnify and hold harmless City against any cost, expense, claim, demand, obligation, cause of action or liability with respect to any violation thereof by Milestone or its agents or sublessees.

e. Until the termination or expiration of this Lease, title to the Monopole and the portions of the Base Station owned by Milestone shall remain with Milestone except that title to the Monopole and/or those portions of the Base Station owned by Milestone that City has required to remain on the Leased Premises shall, at the option of City, vest in City after the termination or expiration of this Lease, and Milestone agrees to promptly execute such further assurances thereof as shall be requested by City.

2. EASEMENTS SERVING LEASED PREMISES:

a. City hereby grants to Milestone such easements as may be needed to install, operate, and maintain telecommunication Monopole and ground telecommunications equipment as easements appurtenant to the leasehold granted to Milestone in this Lease (such easements collectively, the “Appurtenant Easements”). With the exception of Milestone’s grant of use of the Appurtenant Easements to Carriers and utility providers (as applicable), the Appurtenant Easements may not be assigned or otherwise transferred in whole or in part separately from the leasehold granted under this Lease, and any such attempted assignment or transfer shall be void.

i. City grants Milestone a nonexclusive, temporary construction easement of varying dimensions over, on, and through adjoining and adjacent portions of each Site, as shown on Exhibit B (Easements) and identified as the “Temporary Construction Easement”, for construction and installation of the Base Station upon the Leased Premises. Such temporary construction easement shall terminate upon the completion of Milestone’s construction described in Section 7 provided that such term shall be extended for such period of time as Milestone may be prevented from constructing the Base Station by reason of force majeure, and may be extended for such further period as City in its discretion may agree.

ii. Milestone shall be permitted the non-exclusive use of a right-of-way twenty feet (20’) in width, as shown on Exhibit B (Easements) hereof and described as the “20’ Wide Access and Utility Easement,” or such other right-of-way of similar dimensions as City may designate during the term of this Lease, to construct, erect, install, operate and maintain underground communication cables from the Leased Premises, over, across and through that portion of the Site.

iii. City hereby agrees to grant to the local utility and telephone companies, on terms acceptable to City in its reasonable discretion, the non-exclusive easements and rights-of-way to construct, maintain, operate and repair communication and electric power lines, conduits and systems over those portions of the Site designated on Exhibit B (Easements) hereof and described as the “20’ Wide Access and Utility Easement,” or such other right-of-way of similar dimensions as City may designate during the term of this Lease, and the right-of-way of Milestone provided for in Subsection 2 a(ii) during the term of this Lease for purposes of installation and provision of telephone and electric service to the Base Station.

iv. City hereby grants Milestone a non-exclusive easement and right-of-way twenty feet (20’) in width for ingress to and egress from the Leased Premises by Milestone and the Carriers, for vehicular traffic for constructing, installing, maintaining, operating and repairing the Base Station, over that portion of the Site designated on Exhibit B (Easements) hereof and described as the “20’ Wide Access and Utility Easement”, or such other right-of-way of similar width as may be designated by City to provide such access to the Leased Premises and the Base Station.

b. City shall have the right to direct Milestone to relocate any of the Appurtenant Easements (provided that there shall be no termination thereof, and no interruption of service or access as a result thereof other than such short term interruption as is necessary to effectuate the physical relocation, provided that City and Milestone shall attempt to ensure that the replacement Appurtenant Easement is in place prior to such relocation such that any such interruption shall be as minimal as reasonably practicable). If such relocation occurs after the installation of utilities or facilities therein, such relocation shall be at Milestone’s expense. However, Milestone will only be required to relocate its facilities in connection with a City project that is undertaken by the City in order to provide a public use. In planning its projects the City will make reasonable efforts to design them in such a way that it will not be necessary for Milestone to have to relocate its facilities. In the event it is necessary for Milestone to relocate its facilities because of a City project, the City will work with Milestone to find another suitable location for the relocation of Milestone’s facilities and the City will waive any permit or other fees associated with the relocation.

c. With the exception of the temporary construction easement provided for in Section 2 a(i), which may expire sooner as provided in such section, and any utility easements to third-party utility or power companies, which shall expire in accordance with their terms, the term of all Appurtenant Easements shall automatically expire upon termination of this Lease without the need for further act of any party. Notwithstanding the foregoing, if requested by City, Milestone shall execute and deliver to City, in recordable form, such documents as City may request to evidence of record the termination of all Appurtenant Easements as just provided.

3. USE OF LEASED PREMISES:

a. Milestone shall use the Leased Premises solely for construction, operation and leasing of the Base Station as provided herein, and shall use the Appurtenant Easements solely for the applicable purposes described in Section 2. City makes no representation or warranty whether such use is permitted by any laws or regulations applicable to the Leased Premises, and Milestone

is solely responsible for determining whether such use is permitted, and for securing all necessary licenses, permits and approvals therefor.

b. Notwithstanding any other provision of this Lease, Milestone acknowledges the absolute primacy of the City's use of the Site, for government and public use, and that Milestone's rights under this Lease (and, accordingly, any Carrier rights under a Carrier Sublease (as defined below) are subject and subordinate to City's use and operation of the Site. Accordingly, in exercising their rights under this Lease, Milestone shall use commercially reasonable efforts to avoid any adverse construction, operational or other such impact on the Site or the City's use and operation thereof, whether such impacts arise from work or activities being performed or undertaken on or off of the Site (utility outages arising from off-site utility relocation, for example), and, notwithstanding any other provision of this Lease, Milestone will use commercially reasonable efforts to cause such entry, work or activities to be performed or undertaken at such times, and to occur in such manner, as City may reasonably require, in its reasonable discretion, to avoid any adverse impacts to the Site or the City's use thereof. Further, Milestone agrees that it will cause each Carrier to comply with the provisions of this Section 3. Pursuant to the provisions of Section 8b, Milestone shall be responsible for repairing all damage to the Base Station, the Leased Premises or the Site caused by Milestone or any of Milestone's employees, contractors or agents. In case of emergencies threatening life or safety or any component of the Base Station, Milestone may enter the Leased Premises without prior notice to City, provided Milestone notifies City of such entry, and the nature of the work performed or undertaken as a result of such emergency, as soon as practicable after Milestone's entry. Notwithstanding the foregoing, Milestone shall have the right to make customary and routine inspections of the Leased Premises upon one (1) business day prior notice, provided that (i) such entry is only for the purpose of inspecting the Leased Premises, conducting routine maintenance and repairs (provided such maintenance and/or repairs do not require alteration of the structural elements to the Base Station or the Monopole or the addition or substitution of any electrical cabinet or equipment shelter) and (ii) the worker or workers who make such inspections check-in with the appropriate personnel at the Site prior to accessing the Leased Premises and, in all cases, follow all procedures required by Site personnel.

c. The City, shall be permitted to lease, without the requirement for payment of any compensation to Milestone, one (1) platform on the Monopole (which lease shall include a ground location for the City to construct a facility to install its ground based facilities appurtenant thereto) at locations on the ground and on the Monopole mutually agreed upon by the City and Milestone, provided that the transmissions do not interfere with those of any Approved Carrier on the Site (or under a letter of intent) at the time such lease is granted, and further, City shall be entitled to lease space within the Site to any other governmental agency for construction of a monopole for its own use (but not for commercial resale), in accordance with Section 10 hereof. In addition to the platform provided on a Monopole to the City, if requested to do so, Milestone will also provide a platform on a Monopole at a height/location mutually agreed upon the City and Milestone that will allow the Central Virginia Radio Communications Board which operates the regional emergency communications system for Amherst County, Bedford County and the City of Lynchburg, to install its communications facilities on the Monopole and ground based facilities without the payment of any compensation to Milestone. Notwithstanding anything to the contrary contained herein, the size, type, number, height and weight of the City's antennas, facilities, shelters, platforms and any

other equipment to be installed by the City is subject to Milestone's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

4. TERM:

a. This Lease shall be effective for a term of thirty (30) years beginning on _____, 2020 ("Commencement date"), and ending on _____, 2050, unless sooner terminated or extended pursuant to the provisions of this Lease. Notwithstanding the foregoing, if the Monopole is not constructed within twelve (12) months after the date Milestone obtains all required governmental approvals and permits, this Lease may be terminated by City with thirty (30) days written notice to Milestone. Further, in the event that at any time after the initial construction of the Monopole on the Site, the Monopole remains vacant (i.e., with no Carrier Sublease applicable thereto) or no Carrier is paying rent therefor for a period of six (6) consecutive months, this Lease may be terminated by City with thirty (30) days written notice to Milestone. In the event that City elects to terminate this Lease due to the conditions described in the previous two sentences, then during the sixty (60) day period after receipt of City's termination notice, Milestone shall be permitted to elect to pay the City the amount that would have been due if one (1) Carrier Sublease was executed and paying full rent and, if Milestone begins the payment of such amount prior to the date that is sixty (60) days after receipt of City's termination notice, then City's termination notice shall be deemed null and void and the lease for the site shall continue in full force and effect. In addition, Milestone or City may terminate this Lease with sixty (60) days prior notice to City if (i) Milestone is unable to obtain or maintain in force all necessary governmental approvals or (ii) interference by or to Milestone's operation cannot, despite good faith negotiations between Milestone and City in accordance with the terms hereof, be resolved. In addition, Milestone may terminate this Lease with sixty (60) days prior notice to City if (i) a material change in government regulations makes it impractical, unlawful, impossible or uneconomic for Milestone to continue to operate the Facilities under such lease, (ii) Milestone is unable to lease space within the Base Station to Carriers for a period of twelve (12) months after the date Milestone obtains all required governmental approvals and permits, (iii) the Site or the Facilities are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) sufficient in Milestone's reasonable judgment, adversely to affect Milestone's use of the Site or (iv) if, after the execution of this Lease, Milestone is unable to operate the Base Station due to the action of the F.C.C. or by reason of any law, physical calamity, governmental prohibition or other reasons beyond Milestone's control, subject to Milestone's restoration obligations under Section 4b hereof.

b. At the end of the term of this Lease, whether by the passage of time or the exercise by any party of any right of termination, Milestone shall surrender the Leased Premises to City in the condition specified in this Section 4b. Within sixty (60) days after the end of the term of this Lease, City shall notify Milestone of its election to (i) have Milestone dismantle and remove the Base Station, or any component thereof, including, but not limited to, any or all of Milestone's facilities from the Leased Premises and the Site (except for underground cables which do not and will not present a health or safety risk, and any other improvements which are 2 feet or more below grade) or (ii) have the Monopole and/or Base Station (other than those portions of the Base Station owned by the Carriers) remain on the Leased Premises. If City fails to make such an election within the sixty (60) day period, Milestone shall inform City in writing, and City shall have an additional thirty (30) days to make the election. If City fails to make an election, it shall be deemed

to have elected option (i). If City elects or is deemed to elect option (i), Milestone shall promptly (and in any event within one hundred twenty (120) days) remove the designated facilities from the Site, at Milestone's sole cost and expense; provided, however, that Milestone shall, with City's approval, be entitled to leave in place underground cables which City determines do not and will not present a health or safety risk, and any other improvements which are two (2) feet or more below grade. If City elects option (ii), title to the facilities designated by City shall immediately vest in City, without the necessity of further action by City or Milestone, and City agrees to assume all responsibility and liability for the facilities and any damages or claims related thereto arising from and after the date of title vesting in the City. Notwithstanding the foregoing, if so requested by City, Milestone shall execute such further assurances thereof as shall be requested by City. Further, nothing herein contained shall be deemed to prohibit or restrict any Carrier from removing its equipment to the extent permitted to do so under any Carrier Sublease.

c. Subject to Section 4b, the Base Station, including the Monopole, and other equipment, shall during the term of this Lease be deemed the personal property of Milestone and/or the Carriers, as applicable.

5. RENT & ACCESS FEE:

a. Beginning on the Commencement Date, and thereafter on the tenth day of each calendar month during the term and any extension term of this Lease, Milestone shall pay to the City, in legal tender of the United States of America without demand, setoff or deduction whatsoever, as monthly rent for the Leased Premises, an amount equal to forty percent (40%) of the Monthly Gross Rental Revenues (as defined below) derived from the use, leasing or occupancy of any portion of the Monopole or Base Station for the preceding calendar month. The term "Monthly Gross Rental Revenues" shall mean all revenue actually collected by Milestone from Carriers with respect to the Site, except as provided below, payable for such period (or the pro rata share thereof applicable to such period) by Milestone on the Leased Premises or the Base Station. All rental payments shall be made by check payable to City at the City's Billings and Collections Division, City Hall Building, 900 Church Street, Lynchburg, VA 24504, Attention: Billings and Collections Manager, or such other address as the City may from time to time provide. In no event will Milestone's payment to City under this provision be less than one thousand (\$1,000.000) per site. All expenses related to the Facilities shall be borne by Milestone; provided however that in the event any real estate related ad valorem or other taxes are assessed against the Facilities (as opposed to personal property or the income derived from the Facilities) the same shall be deducted from Monthly Gross Revenue Rental revenues for purposes of the calculation of compensation payable to City hereunder. The following reimbursable expenses paid by Carriers to Milestone are one-time payments and shall be excluded from the calculation of Monthly Gross Rental Revenues (provided that such reimbursable expenses are not in lieu of or in substitution for any rent under the Carrier Sublease): (a) expenses incurred to extend power, telecommunication lines/equipment and any other utilities to the Facilities, (b) any extraordinary expenses incurred to clear, grade and construct the vehicular access from the nearest road to the Facilities and (c) any expenses incurred to purchase and install a stealth monopole (i.e. tree, clock tower or any other nonstandard monopole) above and beyond the expenses for a standard monopole. The expenses described in the preceding sentence shall include, but not be limited to, engineering, construction administration, application and legal fees and expenses. The compensation hereunder to City shall

be accompanied by a statement, signed by an officer of Milestone, verifying the calculation of the compensation for the applicable month.

b. In addition to the rent described in the preceding paragraph, any other amounts payable under a lease or this Lease to City, however denominated, shall be deemed additional rent, and City shall have all rights and remedies in respect of payment and collection thereof as are applicable to rent. Any amounts payable hereunder by Milestone that are not paid when due shall (a) be subject to a late charge of five percent (5%) of the amount due and (b) bear interest from the date due at a rate of fifteen percent (15%) per annum.

c. Within ten (10) days after the earlier to occur of that date on which (i) Milestone receives all necessary governmental approvals for the Site or (ii) Milestone commences construction-related work on the Site, Milestone shall pay City a Site Fee of Twenty-five Thousand and No/100 Dollars (\$25,000.00) ("Site Fee"). Additionally, Milestone shall pay City an additional five thousand and No/100 Dollars (\$5,000.00) collocation fee for each Carrier after the first Carrier that installs on the Monopole within ten (10) days of the earlier to occur of (i) the collocation occurring or (ii) Milestone's receipt of its first payment from the Carrier for collocation. In the event Milestone fails to timely pay any Site Fee due hereunder, Milestone shall, in addition to owing City such Site Fee, pay to City interest on the amount thereof from the date due through the date of payment of such Site Fee to City, in an amount equal to the Prime Rate of interest as published from time to time by The Wall Street Journal plus four percent (4%).

d. To ensure Milestone's proper removal of the Monopole and Base Station from the Site at the end of the term of this Lease in accordance with Section 4b (as elected by City), and to ensure the removal work is done in a proper manner without undue damage to the Site or other property of the City, Milestone shall furnish to the City a security deposit in the amount of Twenty Thousand Dollars (\$20,000.00) (together with all accrued interest thereto, the "Security Deposit") prior to commencing construction on the Site. The Security Deposit shall be in the form of cash. The Security Deposit shall not in any way be considered to limit Milestone's obligations or liabilities hereunder. The City may draw upon the Security Deposit upon failure by Milestone to remove Milestone's Facilities from the Site in accordance with Section 4b. The Security Deposit shall be held by City in an interest bearing escrow account and the Security Deposit (together with all accrued interest thereto) will be returned to Milestone within thirty (30) days of Milestone's substantial completion of the removal requirements contained in Section 4b (as elected by City) or at such other time as the City determines the Security Deposit is no longer needed.

6. REAL ESTATE TAXES, UTILITIES, MAINTENANCE:

a. Milestone shall be solely responsible for all costs and expenses relating to the connection, disconnection, consumption and use of any utilities and/or services in connection with Milestone's construction, installation, operation and maintenance of the Base Station on the Leased Premises including, without limitation, any electric consumption by its equipment, and Milestone agrees to pay all costs for service and installation of an electric meter directly to the local utility company.

b. Milestone shall be responsible for the declaration and payment of any applicable taxes or assessments against the Base Station or other equipment owned or used by Milestone or

allocable (on a pro rata basis) to the Leased Premises, including but not limited to any sales and property taxes, as well as any taxes based on the rent payable hereunder, including gross receipts taxes. During the term, Milestone shall be responsible for the timely payment of all taxes levied upon the improvements on the Leased Premises.

c. Milestone shall at all times during the term of this Lease, at its own expense, maintain the Base Station and the Leased Premises in proper operating condition and maintain same in reasonably good condition, and will repair any damage except that caused by City, its agents or servants. Milestone shall keep the Leased Premises and the Base Station free of debris at all times. Milestone agrees that it will inspect the Leased Premises and the Base Station no less frequently than once every three months.

d. Milestone shall maintain the Leased Premises at all times in compliance with City's rules and regulations and all governmental rules, regulations and statutes, whether currently in force or subsequently adopted, including, without limitation, those relating to the lighting and painting of the Base Station, and requirements of the Federal Communications Commission (the "FCC"), the Federal Aviation Administration (the "FAA"), and other federal, state or local government authorities having jurisdiction over the Base Station.

e. Milestone shall be solely responsible, at its sole cost and expense, for keeping the Monopole at all times in reasonably good order, condition and repair, and in compliance with all applicable laws, ordinances and rules. Milestone shall cause the Monopole to be regularly inspected and preventative maintenance to be performed in accordance with the standards of the industry, but in no event less frequently than once every three (3) years. In no event shall City be required to maintain or repair the Monopole, or pay or reimburse Milestone for any costs associated therewith.

f. If applicable, City shall be responsible for the maintenance and repair of any lighting fixtures installed by City (or by Milestone on behalf of City) on the Monopole.

g. Milestone is responsible for constructing and maintaining any access driveway or road that may be needed to provide access to its facilities and the Base Station. Any driveways and roadways installed on City or private property shall be installed according to City standards and maintained in a safe passable condition. Whenever Milestone fails to maintain a driveway or roadway in a safe condition, the City may notify Milestone of the need to do so and it is Milestone's responsibility to make necessary repairs or improvements. If Milestone fails to make the necessary repairs or improvements in a timely manner, the City may do so and bill Milestone for the actual and reasonable costs incurred by the City.

7. CONSTRUCTION BY MILESTONE:

a. Milestone shall use good faith and commercially reasonable efforts to obtain all necessary approvals, including, without limitation, those required by the FAA and the FCC, for construction and operation of the Base Station. After obtaining the necessary permits and approvals therefor, Milestone, at its sole cost and expense, shall perform or cause to be performed all of the following work:

i. If applicable, replacing the existing light standard with a Monopole with a height as shown on the attached Exhibit A.

ii. Installing the utility and equipment compound with dimensions of 8 high' x 50' 0" wide x 50' 0" deep.

iii. At the request of City, at the commencement of the term of this Lease, Milestone shall install a chain link or wood fence or brick and mortar fence, with a locked gate, or natural screening whichever material best matches nearby buildings around the facilities or at the City's option, Milestone will install a chain link fence or natural screening on each side and on top of the Compound or any other portion of the Base Station.

iv. Subject to City's approval thereof as provided in Section 7d hereof, performing or causing to be performed all other improvements and work associated with the work described above that may lawfully be required by the City of Lynchburg or any other governmental body or official having jurisdiction, as part of or in connection with the work described above.

v. As provided by the City's Zoning Ordinance, all landscaping on parcels containing towers or monopoles, antenna support structures, or telecommunications facilities shall be designed to screen the tower, antenna support structure, and telecommunications facilities to a height of at least six (6) feet from grade. This requirement may be waived at the discretion of the inspections division if the base of the tower and facilities to be screened are not located in and not visible from any business or residential districts or visible from public streets. All landscaping on sites containing towers, antenna support structures, or telecommunications facilities shall be designed to screen the tower, antenna support structure, and telecommunications facilities to a height of at least six (6) feet from grade. This requirement may be waived at the discretion of the inspections division if the base of the tower and facilities to be screened are not located in and not visible from any business or residential districts or visible from public streets. All landscaping must be continually maintained in a healthy and attractive manner.

b. Milestone's agreement to perform or cause to be performed at its expense all of the work described above, all at Milestone's cost and expense, shall be construed broadly to provide for all costs and liabilities of such work, whether or not such costs are anticipated and without regard to Milestone's present estimates for the cost of same, so that all of such work is fully and properly performed and paid for by Milestone, and upon completion of same the Site, as altered by such work, is as fully functional and suitable for continued use by City as it was prior to the start of Milestone's work. Accordingly, the phrase "all work" shall include, without limitation, all of the following work, and Milestone's promise to pay for such work shall include, without limitation, all of the costs and liabilities associated with the following all labor and materials; design work; legal and professional fees of Milestone's consultants; permit drawings and materials; construction costs; construction equipment and materials; utilities extension or relocation; provision of protective fencing and other safety measures; maintenance; removal of construction related debris from the Site; liability, property and workers' compensation insurance premiums; bond fees; development and construction permits; inspections and approvals; replacement or relocation of landscaping; re-paving or re-striping of any damaged or disturbed paved areas whether for traffic control, parking or otherwise; relocation, replacement or provision of new safety and traffic/directional signage; connection of new sidewalks, drives, parking areas

and other facilities to City's existing facilities; and the repair and restoration of any item, place or thing required as a result of any damage to the Site caused in the prosecution of the work contemplated by this Lease or this Lease.

c. Milestone shall cause construction of the Base Station (other than components which may be constructed by any future Carrier) to be commenced as soon as practicable after receipt of all necessary permits and approvals and to be completed within a reasonable time thereafter, not to exceed twelve (12) months from the date Milestone obtains all required governmental approvals, certificates and permits, excepting periods of delay caused by *force majeure*. Once its work on the Base Station is initiated, Milestone shall diligently and continuously prosecute such work to final completion (including obtaining all required inspections and approvals) in a timely manner in accordance with a schedule to be agreed upon in advance by City and Milestone (the "Initial Construction Schedule"). Such schedule shall limit construction activities to such days and times as City may require to avoid any material and adverse impacts on the use and operation of the Site. Milestone shall keep City fully apprised of any events that might impact the Initial Construction Schedule.

d. The Base Station, and each component thereof constructed by Milestone, shall be constructed by Milestone in a good and workmanlike manner and in accordance with the plans, drawings and specifications prepared and provided by Milestone for City's prior review and written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Construction and installation of the Base Station by Milestone shall be in compliance with all applicable rules and regulations including, without limitation, the customary specifications and requirements of City and those of the Occupational Safety and Health Administration ("OSHA"), the FCC, the FAA, and regulations of any governmental agency (town, county, state or federal) including, but not limited to the applicable requirements of the local planning and zoning and building, electrical, communications and safety codes of the City. Milestone, at its sole cost and expense, shall secure all necessary permits and approvals required to permit the construction and operation of the Base Station. City agrees to cooperate reasonably with Milestone in any necessary applications or submissions required to permit construction and operation of Milestone's Base Station as described herein, provided that City shall be reimbursed for all reasonable expenses incurred in providing such cooperation within thirty (30) days of incurring the expenses, and provided further that obtaining Milestone's permits, certificates and approvals shall not result in the imposition of any material restrictions or limitations or adverse impacts on the Site or City's use, operation improvement or redevelopment thereof. All of Milestone's work and facilities shall be installed free of mechanics', materialmen's and other liens, and claims of any person. Milestone agrees to defend, with counsel approved by City, and to indemnify and save City harmless, from all loss, cost, damage or expense including, without limitation, reasonable attorneys' fees, occasioned by or arising in any connection with the work contemplated by this Lease, and shall bond off or discharge any such liens or other claims within thirty (30) days after written notice from City.

e. Prior to commencing any activities on the Site pursuant to this Lease, Milestone shall provide City with evidence satisfactory to City that Milestone and its contractors and agents who will be working on the Site are covered by insurance as required by Section 14 hereof.

f. Milestone shall, upon City's request, fence and buffer the Base Station and/or the Leased Premises or any portion thereof. In addition, in the event the Base Station is to be constructed near any existing structure or structures on the Site, Milestone shall, prior to commencing any such construction, provide City, at its request, with a report prepared by an independent third-party professional engineer confirming the structural integrity of the existing structure or structures following the construction of the Base Station.

g. Milestone shall restore in compliance with the Federal Americans with Disabilities Act (and any state or local law counterpart or implementation thereof) any of City's facilities physically altered by Milestone's work.

h. Milestone shall be allowed to make further additions and improvements to the Base Station or the Monopole within the Leased Premises without first obtaining City's written consent.

i. It is understood by Milestone that before constructing any Monopole and Base Station on a specific Site, Milestone will have to obtain the needed zoning approvals from the City.

8. OPERATION OF BASE STATION:

a. Milestone and the Carriers shall operate the Base Station in strict compliance with all applicable statutes, codes (including the City's Zoning Ordinance), rules, regulations, standards and requirements, whether currently in force or subsequently adopted, of all federal, state and local governmental, authorities and agencies including, without limitation, OSHA (including, without limitation, OSHA regulations pertaining to RF radiation), the FCC and the FAA, as well as such reasonable rules and regulations which City may publish for the Site from time to time. Milestone has the responsibility of carrying out the terms of its FCC license in all respects, including, without limitation, those relating to supporting structures, lighting requirements and notification to FAA. Milestone, prior to constructing the Base Station, shall have, and shall deliver to City, copies of all required permits, leases, licenses and consents to construct and operate the Base Station. In the event that the operation of any of the Base Station violates any of the terms or conditions of this Lease, Milestone agrees to suspend operation of the Base Station within twenty-four (24) hours after notice of such violation and not to resume operation of the Base Station until such operation is in strict compliance with all of the requirements of this Lease. Milestone shall be responsible for ensuring that each Carrier complies with the terms of this Section 8.

b. Other than with respect to entries established pursuant to the Initial Construction Schedule, and prior to any entry upon the Leased Premises, Milestone shall provide not less than two (2) business days prior notice to City which notice shall specify the type of work or other activities that are to be performed or undertaken on the Leased Premises or which may impact the Site. Milestone further agrees and covenants that the Base Station, transmission lines and appurtenances thereto, and the construction, installation, maintenance, operation and removal thereof, will in no way damage City's property or materially interfere with the use of the Site by City, its successors and assigns. Notwithstanding the foregoing, Milestone agrees (i) to repair any damage Milestone directly caused to the Site or the Leased Premises, including, but not limited to, any damage to utility lines, drains, waterways, pipes, grass fields or paved surfaces by such installation, construction, maintenance, operation or removal to the condition the Site or the Leased Premises were in immediately prior to such damage, (ii) that any repair work undertaken on the

Site or the Leased Premises shall be completed as soon as possible after the occurrence of such damage, and (iii) that it shall be responsible for the full and timely payment of any actual and reasonable costs incurred in connection with the repairs described in clauses (i) and (ii) of this sentence.

9. PERMITS AND SITE SPECIFICATIONS:

It is understood and agreed by the parties that Milestone's ability to use the Leased Premises is contingent upon its obtaining after execution of this Lease, all of the certificates, permits and other approvals that may be required by federal, state or local authorities for Milestone's use of the Leased Premises as set forth in this Lease. Milestone shall use all reasonable efforts promptly to obtain such certificates, permits and approvals, at Milestone's sole expense. City will cooperate reasonably with Milestone at Milestone's sole cost and expense, in its effort to obtain such approvals. In the event any such applications should be finally rejected or any certificate, permit, lease, license or approval issued to Milestone is canceled, expires or lapses, or is otherwise withdrawn or terminated by governmental authority, or soil boring tests are found to be unsatisfactory so that Milestone will be unable to use the Leased Premises for the purposes set forth herein, either Milestone or City shall have the right to terminate this Lease for the Site by giving the other party thirty (30) days' prior notification of termination within sixty (60) days after the date of the event which is the basis of termination. Upon such termination, the parties shall have no further obligations for charges and liabilities which accrue after the effective date of termination under such lease, including the payment of monies, to each other except as otherwise provided herein, but Milestone shall be liable to restore the Leased Premises in accordance with Section 4b.

10. INDEMNIFICATION:

Milestone shall defend, with counsel acceptable to City, and indemnify and hold harmless, City from all losses, costs, claims, causes of actions, demands and liabilities arising from (a) any event of default by Milestone under this Lease; (b) any misrepresentation by Milestone contained in this Lease and/or any breach of any warranty contained in this Lease; and (c) any occurrence, of any kind or nature, arising from (i) Milestone's or any Carrier's construction, installation, maintenance, repair, operation, replacement or removal of the Base Station or any other equipment, or any other activities of Milestone or any Carrier on the Site or the Leased Premises of any kind or nature, (ii) the condition of the Base Station or the Leased Premises and (iii) any personal injury, death, or accident caused by Milestone's or any Carrier's use, operation or maintenance of the Leased Premises, the Site, the Base Station, or any equipment or antennas contained therein or on the Monopole or the Leased Premises. Such indemnification shall include the actual, reasonable and documented cost of investigation, all expenses of litigation, and the cost of appeals, including, without limitation, attorneys' fees and court costs, and shall be applicable to Milestone's and each Carrier's activities on the Site and the Leased Premises whether prior to the Commencement Date or after the termination of this Lease. In addition to the City, City's Council members, staff, officers, agents, servants, employees, volunteers, business invitees, customers and guests shall be beneficiaries of Milestone's indemnification.

11. BOOKS AND RECORDS

To the extent necessary to determine Milestone's compliance with this Lease or to carry out the City's authority to manage its property, Milestone shall make available to the City for inspection, examination and/or audit upon reasonable prior notice to Milestone, such complete and accurate books of account, records, documents and other information as the City may reasonably need with respect to any sublease, including, without limitation, books of account, records, documents and other information adequate to enable Milestone to demonstrate, at all times throughout the Term that it is, and has been, in compliance with each term and condition of this Lease. If the inspection, examination and/or audit reveals a discrepancy of greater than 3%, then in addition to the late charges and penalties due hereunder Milestone shall reimburse the City for all reasonable and actual costs associated with the inspection, examination and/or audit.

12. INTERFERENCE:

Milestone agrees to install (and shall cause each Carrier to install) equipment of a type and frequency which will not cause frequency interference with other forms of radio frequency communications existing on City's property as of the date of this Lease (so long as reasonably prevalent). All such equipment shall fully comply with all FCC, FAA, OSHA and other governmental (whether federal, state, or county) rules and regulations. In the event Milestone's or any Carrier's equipment causes such interference, Milestone agrees it will take all steps necessary, or shall cause all such steps to be made, to correct and eliminate the interference consistent with all government rules and regulations upon receipt of written notification of the interference. Milestone shall be obligated, and shall cause each Carrier, to correct the problem of interference within forty-eight (48) hours of receipt of written notice from City. If the interference is not corrected within such forty-eight (48) hour period, City shall have the right, or shall have the right to cause Milestone, to disconnect or terminate power to any interfering equipment or turn such equipment off (other than for short tests to determine the nature of the interference, provided that City reasonably approves of such tests in advance). Thereafter, such interfering Carrier may attempt to correct such interference, which may include reactivating the equipment or restoring power thereto, provided that City reasonably approves of such reactivation or restoration in advance, for a period of one hundred and twenty (120) days. If such interference cannot be cured within such one hundred and twenty (120) period, City shall have the right, or shall have the right to cause Milestone to, immediately remove the interfering equipment from the Monopole. Notwithstanding the forgoing, and to the extent any City approved test requires the facilitation or cooperation of City, City agrees, subject to the other provisions hereof, to act reasonably with such facilitation or cooperation.

13. EVENT OF DEFAULT:

- a. Each of the following shall be an event of default by Milestone under this Lease:
 - i. If the rent or any installment thereof shall remain unpaid after it becomes due and payable, and is not paid within five (5) business days after City gives written notice of non-payment;

ii. If Milestone or its assigns shall fail or neglect to keep and perform any one of the terms of this Lease and such failure or neglect continues for more than thirty (30) days (or such longer period as may be reasonable, provided Milestone is attempting a cure with all due diligence, not to exceed one hundred twenty (120) days plus any period of where cure is prevented by *force majeure*) after City gives written notice specifying the default;

iii. If Milestone abandons the Leased Premises as a whole or abandons the Site for a period of more than twelve (12) consecutive months; and

iv. If Milestone files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved or makes an assignment for the benefit of creditors, or if involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Milestone are instituted against Milestone, or a receiver or trustee is appointed for all or substantially all of Milestone's property, and the proceeding is not dismissed or the receivership or trusteeship is not vacated within sixty (60) days after institution or appointment.

v. If any final judgment or judgments in an aggregate amount (including interest and costs) of more than \$500,000.00 is entered against Milestone, and any such judgment or judgments shall not have been paid or otherwise discharged within sixty (60) days after all applicable appeal periods have terminated.

b. In the case of any event of default, City shall have the right to terminate this Lease upon thirty (30) days notice and shall have any additional rights and remedies that may be available at law or in equity.

c. The foregoing notwithstanding, in the event of any such default by Milestone hereunder, such shall not provide City the right to attach, utilize, distrain upon or otherwise take possession of any equipment located on the Monopole or within the Base Station owned by any Carrier, and such shall at all times be free from any claim by City hereunder.

d. City may enforce any provision of this Lease by self-help or an action for mandamus or injunction. If the City uses self-help to enforce any provision of this Lease or to obtain possession after termination of this Lease or this Lease, Milestone shall, upon demand, pay the City its reasonable and actual costs of obtaining possession and enforcing the provisions of this Lease. If the City obtains a judgment, writ of mandamus, or an injunction to enforce any provision of this Lease, Milestone shall pay the City its cost of litigation, including a reasonable attorney's fee and expert witness fees.

14. INSURANCE REQUIREMENTS:

a. All property of Milestone, its employees, agents, business invitees, licensees, customers, clients, guests or trespassers, including, without limitation, the Carriers, in and on the Leased Premises shall be and remain at the sole risk of such party, and City shall not be liable to them for any damage to, or loss of such personal property arising from any act of God or any persons, nor from any other reason, nor shall the City be liable for the interruption or loss to

Milestone's business arising from any of the above described acts or causes. The City shall not be liable for any personal injury to the Milestone, its employees, agents, business invitees, licensees, customers, clients, guests or trespassers, including, without limitation, the Carriers, arising from the use, occupancy and condition of the Leased Premises unless such injury is caused by the gross negligence or willful act on the part of the City or its employees.

b. During the term, Milestone will maintain a policy of commercial general liability insurance insuring the City and Milestone against liability arising out of the use, operation or maintenance of the Leased Premises and the installation, repair, maintenance, operation, replacement and removal of the Base Station. The insurance will be maintained for personal injury and property damage liability, adequate to protect City against liability for injury or death of any person in connection with the use, operation and condition of the Leased Premises, and to insure the performance of Milestone's indemnity set forth in Section 10, in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence/aggregate. During the term, Milestone shall also maintain workers' compensation and employers' liability insurance, and such other insurance relating to the installation, repair, maintenance, operation, replacement and removal of the Base Station, and the ownership, use, occupancy or maintenance of the Leased Premises as City may reasonably require. The limits of the insurance will not limit the liability of Milestone. If the Milestone fails to maintain the required insurance the City may, but does not have to, maintain the insurance at Milestone's expense. The policy shall expressly provide that it is not subject to invalidation of the City's interest by reason of any act or omission on the part of Milestone.

c. Insurance carried by Milestone will be with companies acceptable to the City. Milestone will deliver to the City certificate evidencing the existence and amounts of the insurance. The policies required by this Lease shall require that Milestone and/or the Carrier Sublease holder must give the City ten (10) calendar days advance written notice of any cancellation, nonrenewal, or modification of coverage, and a binder or certificate verifying new coverage in accordance with the requirements herein prior to any change, cancellation or nonrenewal date. In the event of such cancellation or nonrenewal notice, Milestone and/or the Carrier Sublease holder shall obtain, pay all premiums for the renewal or replacement of the insurance required hereunder. Milestone shall, at least sixty (60) days prior to the expiration of the policies, furnish City with renewals or "binders" for the policies, or City may order the required insurance and charge the cost to Milestone.

d. Milestone will not knowingly do anything or permit anything to be done or any hazardous condition to exist ("Increased Risk") which shall invalidate or cause the cancellation of the insurance policies carried by City or Milestone. If Milestone does or permits any Increased Risk which directly causes an increase in the cost of insurance policies, then Milestone shall reimburse City for additional premiums directly attributable to any act, omission or operation of Milestone causing the increase in the premiums. Payment of additional premiums will not excuse Milestone from termination or removing the Increased Risk unless City agrees in writing. Absent agreement, Milestone shall promptly terminate or remove the Increased Risk.

e. The City shall be named as an "additional insured" on Milestone's liability policies and it shall be stated on all required policies that this coverage "is primary to all other coverage the City may possess."

f. Notwithstanding any provisions herein to the contrary, Milestone waives all rights to recover against City for any loss or damage arising from any cause covered by any insurance required to be carried by Milestone pursuant to this Section 14, or any other insurance actually carried by Milestone. Milestone will request its insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Leased Premises.

g. All insurance required by this Section 14 shall be written by insurers, in such forms, and shall contain such terms, as City may reasonably require.

h. Any deductible or self-insured retention applicable to required coverages shall be paid by Milestone and the City shall not be required to participate therewith.

i. The insurance required of Milestone herein shall be primary, and any insurance or self-insurance maintained by the City shall be in excess of the insurance required of Milestone and shall not contribute therewith.

j. Milestone's liability to the City shall not be limited to the amounts of the insurance coverage provided herein.

k. Notwithstanding any of the other provisions of this Lease, Milestone's failure to maintain the required insurance coverage throughout the term of this Lease or the failure of Milestone to deliver a new and valid binder or certificate verifying coverage is grounds for the immediate termination of this Lease without prior notice.

l. Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law.

15. HAZARDOUS MATERIALS:

a. Neither Milestone nor any Carrier shall cause or permit any hazardous or toxic wastes, substances or materials (collectively, "Hazardous Materials") to be used, generated, stored or disposed of on, under or about, or transported to or from, the Leased Premises (collectively "Hazardous Materials Activities") without first receiving City's written consent, which may be withheld for any reason whatsoever and which may be revoked at any time, and then only in compliance (which shall be at Milestone's sole cost and expense) with all applicable legal requirements and using all necessary and appropriate precautions. Milestone shall indemnify, defend with counsel acceptable to City and hold City harmless from and against any claims, damages, costs and liabilities, including court costs and legal fees, arising out of Milestone's or Carrier's Hazardous Materials Activities on, under or about the Leased Premises, regardless of whether or not City has approved Milestone's Hazardous Materials Activities. For the purposes of this Lease, Hazardous Materials shall include but not be limited to oil, radioactive materials, PCBs, and substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq.; and Resources Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., and those substances defined as "hazardous wastes" in the regulations adopted and publications promulgated pursuant to said laws. Subject to the foregoing provisions of this Section, Milestone shall, prior to the

Commencement Date, submit to City for City's review and approval, a list of Hazardous Materials Activities, including types and quantities, which list to the extent approved by City shall be attached hereto as Exhibit C. Prior to conducting any other Hazardous Materials Activities, City shall update such list as necessary for continued accuracy. City shall also provide Milestone with a copy of any Hazardous Materials inventory statement required by any applicable legal requirements. If Milestone's activities violate or create a risk of violation of any legal requirements, Milestone shall cease such activities immediately upon notice from City. City, City's representatives and employees may enter the Leased Premises at any time during the term to inspect Milestone's compliance herewith, and may disclose any violation of legal requirements to any governmental agency with jurisdiction. The provisions of this Section 15 shall survive termination or expiration of the term of this Lease.

b. City acknowledges that Milestone's equipment cabinets shall contain batteries for back-up power and that, provided Milestone's use of same is in compliance with this provision, the presence of such batteries does not violate this provision if such batteries comply with all laws, regulations and ordinances relating to Hazardous Materials.

c. Milestone will immediately notify City and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Leased Premises or compliance with environmental laws. Milestone shall promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of City. Milestone will keep the Leased Premises free of any lien imposed pursuant to any environmental laws.

d. City shall have the right at all reasonable times and from time to time to conduct environmental audits of the Leased Premises, and Milestone shall cooperate in the conduct of those audits. The audits may be conducted by City or a consultant of City's choosing, and if any Hazardous Materials generated, stored, transported or released by Milestone are detected or if a violation of any of the representations or covenants in this Section 15 is discovered, the fees and expenses of such consultant will be borne by Milestone.

e. If Milestone fails to comply with any of the foregoing representations and covenants, City may cause the removal (or other cleanup acceptable to City) of any Hazardous Materials from the Leased Premises. The actual and reasonable costs of removing Hazardous Materials and any other cleanup (including transportation and storage costs) shall be reimbursed by Milestone promptly after City's demand and will be additional rent under this Lease. Milestone will give City access to the Leased Premises to remove or otherwise clean up any Hazardous Materials. City, however, has no affirmative obligation to remove or otherwise clean-up any Hazardous Materials, and this Lease will not be construed as creating any such obligation.

f. Notwithstanding the foregoing, City represents and warrants that to the best of its knowledge and belief there are no Hazardous Materials on, in or under the Leased Premises. City covenants not to bring onto the Leased Premises any Hazardous Materials.

16. NO PARTNERSHIP:

Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between City and Milestone, or to create any other relationship between the parties hereto other than that of City and Milestone.

17. NOTICES:

All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given three (3) days after the date when mailed by the United States Postal Service by First Class, Registered or Certified Mail, postage prepaid, or upon receipt when delivered by nationally recognized overnight courier or hand delivery, and addressed to the City as follows:

City of Lynchburg
900 Church Street
Lynchburg, VA 24504
Attn: City Manager

with a copy, which will not constitute notice to:

Public Works Department
17000 Memorial Avenue
Lynchburg, VA 24501
Attn: Director of Public Works

and to Milestone as follows:

Milestone Tower Limited Partnership-IV
12110 Sunset Hills Road, Suite 100
Reston, Virginia 20190
Attn: Leonard Forkas, Jr.

with a copy, which will not constitute notice to:

Edinger Associates PLLC
1725 I Street, NW, Suite 300
Washington, DC 20006
Attn: J. Ladd Johnson, Esquire

or to such other addresses as either of the parties may designate from time to time by giving written notice as herein required.

18. ASSIGNMENT OR SUBLETTING; FINANCING:

a. Milestone may assign this Lease, without City's consent, to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with Milestone; (ii) shall merge or consolidate with or into Milestone; (iii) shall succeed to all or substantially all the assets, property and business of Milestone; (iv) in which Milestone Communications Management IV, Inc., or a wholly owned affiliate of Milestone Communications Management IV, Inc., is at all times the general partner; or (v) together with its affiliates, has a net worth or market capitalization of at least \$100,000,000. Any assignment as a result of a merger or consolidation under paragraphs (i), (ii), (iii) and (iv) above, must be to an entity into which Milestone is merged or consolidated and such entity shall have a tangible net worth equal to or greater than Milestone as of the date of this Lease and such entity shall be fully bound by the all of the terms and conditions of this Lease. In the event of such an assignment or sublease, Milestone

shall provide to City at least ten (10) days before the proposed transfer (a) the name and address of the assignee; (b) a document executed by the assignee by which it acknowledges the assignment and assumption of all of Milestone's obligations hereunder; and (c) such other information regarding the proposed assignee as shall be reasonably requested by City. Milestone may also, without City's consent, sublease or lease portions of space on the Monopole and within the Base Station to Carriers in accordance with and subject to the terms and conditions of Section 18b hereof. Such assignee shall each be fully and primarily liable for the obligations of "Milestone" hereunder. Notwithstanding anything to the contrary contained herein, Milestone shall not sell the Monopole until after the date that is thirty-six (36) months after the date construction is commenced on the Site without the prior consent of City.

b. Milestone may, without City's prior consent, sublease or lease space on the Monopole or within the Compound to Carriers under and subject to the terms of this Section 18. Specifically, Milestone shall be entitled to sublease or lease space on the Monopole or in the Compound without City's prior approval provided that (a) the Carrier Subleases shall be in a form utilized by Milestone in the ordinary course of Milestone's business, which may not be altered, modified, revised, amended or otherwise changed without City's prior written approval which may be withheld in City's sole discretion, (b) the sublessee is an Approved Carrier (as defined below), (c) no event of default exists hereunder, (d) the term of the Carrier Sublease Agreement does not exceed the term of this Lease and (e) Milestone submits an engineering report to City definitively showing that the Monopole is capable of supporting the proposed Carrier. Otherwise, any lease, sublease, lease or other occupancy agreement with respect to the Site shall be in form approved by City, which approval may be given or withheld in City's sole and absolute discretion. As used herein, the term "Approved Carrier" shall mean a telecommunications service provider licensed by the F.C.C. and any other governmental agencies for which approval is needed to conduct such company's business.

c. The termination of this Lease shall automatically terminate all Carrier Subleases that are applicable to same Site; provided, however, that City agrees that, provided that Milestone has complied with the provisions of Section 18 hereof, upon a termination hereof as a result of Milestone's default hereunder, and the failure by any Mortgagee (as defined in Section 18e. hereof) to either succeed to Milestone's interest hereunder or to enter into a new this Lease with City in accordance with the terms of an Approved Financing Agreement (as defined in Section 18e. hereof), City shall provide such Carrier the opportunity to continue such Carrier's occupancy of the Monopole for the unexpired term of the Carrier Sublease (including any renewals) at the same rental rate contained in its Carrier Sublease under terms and conditions required by City in its sole and absolute discretion including, but not limited to, that (i) Carrier is not in default under the Carrier Sublease; (ii) upon request by City, Carrier will provide to City a certified true and correct copy of the Carrier Sublease; (iii) there have been no modifications, amendments or assignments of the Carrier Sublease; (iv) Carrier agrees, in writing, that City shall not be liable for any act or omission of Milestone under the Carrier Sublease; (v) Carrier executes within thirty days of receipt from City, City's then standard form of lease agreement; (vi) upon execution of such lease agreement, Carrier posts with City a security deposit in the amount of two (2) months' rent under the Carrier Sublease and (vii) City obtains ownership of the Monopole.

d. Milestone shall cause the Carriers to comply with, and not violate, the terms and conditions of this Lease. Milestone shall enforce all of the terms and provisions of any Carrier

subleases, leases or other similar documents (each, a “Carrier Sublease”). Without limiting the generality of the foregoing, Milestone shall exercise any or all of its rights and remedies under the Carrier Sublease immediately if requested to do so by City. Milestone shall, at its sole cost and expense, perform all obligations of the landlord under the Carrier Sublease. City shall have no liability whatsoever under the Carrier Sublease.

e. Milestone shall not grant a security interest in this Lease to any party unless, by separate written agreement between the parties, City gives its consent to do so. The separate written agreement shall be an “Approved Financing Agreement” for purposes of this Lease and the secured party shall be a “Mortgagee” for purposes of this Lease.

19. ACCESS AND INSPECTIONS:

City shall have full access to the Leased Premises and the Base Station for operating, repairing, removing, installing and otherwise working with communications equipment owned by City or any third party permitted to use the Base Station pursuant to this Lease or this Lease. In addition, Milestone shall allow City, upon prior notification to Milestone, or without notice in the event of any emergency, to enter the Leased Premises or any part thereof at any reasonable time and in a manner so as not to interfere more than reasonably necessary with Milestone’s use of the Base Station, for the purpose of inspecting the Leased Premises. Milestone shall at all times provide the City copies of all keys needed to unlock all of the gates and locks to the fences to the Compound or in the Leased Premises.

20. QUIET ENJOYMENT:

Milestone shall be entitled to use and occupy the Leased Premises during the term hereof for the purposes herein permitted and subject to the terms and conditions herein contained, without molestation or interference by City. City may, however, without the requirement for payment of any compensation to Milestone, lease one (1) platform on the Monopole on each Site to governmental entities (which lease shall include a ground location for City to construct a facility to install its ground based facilities appurtenant thereto), provided that the transmissions do not interfere with those of any Carrier on the Site (or under a letter of intent) at the time such lease is granted, and further, City shall be entitled to lease space within the Site to any other governmental agency for construction of a monopole for its own use (but not for commercial resale).

21. DAMAGE AND DESTRUCTION:

a. If the Leased Premises or the Base Station are damaged or destroyed by reason of fire or any other cause, or if damage to the Leased Premises or the Base Station causes damage to portions of the Site or other property of City, Milestone will immediately notify City and will promptly repair or rebuild the Base Station, incidental improvements, and other damage to City’s property to its condition immediately prior to such damage, at Milestone’s expense.

b. Monthly rent and additional rent will not abate pending the repairs or rebuilding except to the extent to which City receives a net sum as proceeds of any rental insurance, or continues to receive income from Carrier Sublease Agreements.

c. If at any time the Leased Premises or the Base Station are so damaged by fire or otherwise that the cost of restoration exceeds fifty percent (50%) of the replacement value of the Base Station immediately prior to the damage, Milestone may, within thirty (30) days after such damage, give notice of its election to terminate the Lease Agreement for that specific Site and, subject to the further provisions of this Section 21, such Lease Agreement will cease on the tenth (10th) day after the delivery of that notice. Monthly rent will be apportioned and paid to the time of termination. If this Lease is so terminated, Milestone will have no obligation to repair or rebuild. Notwithstanding the foregoing, if Milestone elects to terminate a specific Lease Agreement, Milestone shall be required to comply with the provisions of Section 4b with respect removing and dismantling each component of the Base Station and returning the Leased Premises to the condition stated in such section.

22. CONDEMNATION:

If all or any part of the Site is taken by eminent domain or sale in lieu thereof, and if said taking or sale renders the Site unusable for its intended purpose hereunder, then, at City's or Milestone's option, this Lease may be terminated upon sixty (60) days prior written notice to the other party and there will be no further payment of rents for the Site except that which may have been due and payable at the time of said taking or sale. In the event of a partial taking or sale of the Site and Milestone, subject to mutual agreement with City, wishes to maintain its operation, Milestone may continue to use and occupy the Compound and Leased Premises under the terms and conditions hereunder, provided City's and Milestone's obligations under this Lease are not otherwise altered, and provided Milestone, at its sole cost, restores so much of the Base Station and Leased Premises as remains to a condition substantially suitable for the purposes for which it was used immediately before the taking. Upon the completion of restoration, City shall pay Milestone the lesser of the net award made to City on account of the taking (after deducting from the total award attorneys', appraisers', and other costs incurred in connection with obtaining the award), or Milestone's actual out-of-pocket cost of restoring the Leased Premises, and City shall keep the balance of the net award. In connection with any taking subject to this Section, Milestone may prosecute its own claim, by separate proceedings against the condemning authority for damages legally due to it (such as the loss of fixtures which Milestone was entitled to remove and moving expenses) only so long as Milestone's award does not diminish or otherwise adversely affect City's award.

23. SALE OF SITE:

Any sale by City of all or part of the Leased Premises to a purchaser other than Milestone shall be under and subject to this Lease and Milestone's right hereunder. City shall be released from its obligations under this Lease in the event of a sale and the assignee assumes City's obligations hereunder (including the recognition of Milestone's rights hereunder).

24. GOVERNING LAW:

The execution, performance and enforcement of this Lease shall be governed by the laws of Commonwealth of Virginia without application of conflicts of law principles. Any legal action

or proceeding with respect to this Lease or any document related hereto or thereto shall be brought in the courts of the State of Virginia in the City of Lynchburg and in no other courts.

25. MISCELLANEOUS:

This Lease plus any Exhibits that may be attached hereto contain the entire agreement between the parties and may not be amended, altered or otherwise changed except by a subsequent writing signed by the parties to this Lease. The invalidation of any one of the terms or provisions of this Lease by judgment or court order shall in no way affect any of the other terms of this Lease which shall remain in full force and effect. City and Milestone agree to execute any additional documents necessary to further implement the purposes and intent of this Lease. Time is of the essence with respect to each provision of this Lease. The headings contained in this Lease are to facilitate reference only, do not form a part of this Lease, and shall not in any way affect the construction or interpretation hereof. Terms such as “hereby,” “herein,” “hereof,” “hereinafter,” “hereunder,” and “hereto” refer to this Lease as a whole and not to the particular sentence or paragraph where they appear, unless the context otherwise requires. The term “may” is permissive; the terms “shall” and “will” are mandatory, not merely directive. All references to any gender shall be deemed to include all others, as the context may require. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires. Nothing in this Lease is intended to interfere with any tariffs, contracts or other arrangements between the Milestone and a third party or between the City and a third party, or to create any third party beneficiary rights.

26. BINDING EFFECT:

This Lease shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

27. CITY’S RIGHT TO PERFORM:

If Milestone fails to perform any obligations under this Lease beyond all applicable notice and cure periods, City shall be entitled, but shall not be obligated, to perform any or all of such obligations and any actual and reasonable cost of performing same shall be payable by Milestone to City upon written demand as additional rent hereunder. Any actual and reasonable amounts so incurred by City and not repaid by Milestone within thirty (30) days after demand shall bear interest at a rate of ten percent (10%) per annum.

28. HOLDING OVER:

If Milestone remains in possession of the Leased Premises after the end of this Lease, Milestone will occupy the Leased Premises as a Milestone from month to month, subject to all conditions, provisions, and obligations of this Lease and the Lease Agreement in effect on the last day of the term.

29. ESTOPPEL CERTIFICATES:

Within no more than two weeks after written request by either party, the other will execute, acknowledge, and deliver a certificate stating:

- a. that the Lease is unmodified and in full force and effect, or, if this Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement;
- b. the date to which rental and other sums payable under this Lease have been paid;
- c. that no notice has been received of any default which has not been cured, or, if the default has not been cured, what such party intends to do in order to effect the cure, and when it will do so;
- d. (if from Milestone) that Milestone has accepted and occupied the Leased Premises;
- e. (if from Milestone) that Milestone has no claim or offset against City, or, if it does, stating the date of the assignment and assignee (if known to Milestone); and
- f. other matters as may be reasonably requested.

Any certificate may be relied upon by any prospective purchaser, lender or other person with a bona fide interest in the Leased Premises.

30. NO WAIVER:

No waiver of any condition or agreement in this Lease by either City or Milestone will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by City during the term of this Lease will be deemed an acceptance of surrender of the Leased Premises, and no agreement to accept the surrender will be valid unless in writing signed by City. The delivery of Milestone's keys to City will not constitute a termination of this Lease unless City has entered into a written agreement to that effect. No payment by Milestone, or receipt from City, of a lesser amount than the rent or other charges stipulated in this Lease will be deemed to be anything other than a payment on account of the earliest stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent will be deemed an accord and satisfaction. City will accept the check for payment without prejudice to City's right to recover the balance of the rent or to pursue any other remedy available to City.

31. AUTHORITY:

Each of the persons executing this Lease on behalf of Milestone warrants to City that Milestone is a duly organized and existing limited partnership under Delaware law, that Milestone is authorized to do business in the State of Virginia, that Milestone has full right and authority to

enter into this Lease, and that each and every person signing on behalf of Milestone is authorized to do so. Upon City's request, Milestone will provide evidence satisfactory to City confirming these representations.

City and the person executing and delivering this Lease on City's behalf each represents and warrants to Milestone that such person is duly authorized to so act and has the power and authority to enter into this Lease; and that all action required to authorize City and such person to enter into this Lease has been duly taken.

32. LIMITED LIABILITY:

Milestone's sole recourse against City, and any successor to the interest of City in the Leased Premises, is to the interest of City, and any successor, in the Leased Premises. Milestone will not have any right to satisfy any judgment which it may have against City, or any successor, from any other assets of City, or any successor, or from any of City's Council members, staff, officers, agents, servants, employees, volunteers, business invitees, customers, or guests. In no event shall City be liable for consequential or punitive damages, economic losses or losses derived from future expected revenues. The provisions of this Section 32 are not intended to limit Milestone's right to seek injunctive relief or specific performance.

33. RECORDATION:

Milestone may record, at Milestone's expense, a memorandum or short form hereof in the form attached hereto as Exhibit D.

IN WITNESS WHEREOF, the parties hereto executed this Lease in two parts on the dates indicated.

CITY:

CITY OF LYNCHBURG

By: _____

Name: _____

Its: City Manager

Date: _____

MILESTONE:

MILESTONE TOWER LIMITED PARTNERSHIP-IV, a
Delaware limited partnership

By: **MILESTONE COMMUNICATIONS
MANAGEMENT IV, Inc.**, a Delaware
corporation, its general partner

By: _____

Name: Leonard Forkas, Jr.

Its: President

Date: _____

EXHIBIT A

**Description/Depiction of the Monopole and Leased Premises
[Attached]**

EXHIBIT A
MILESTONE LP IV - PT EDGEWOOD SITE

PARCEL ID: 16109001
1501 FENWICK DRIVE
LYNCHBURG, VA 24502

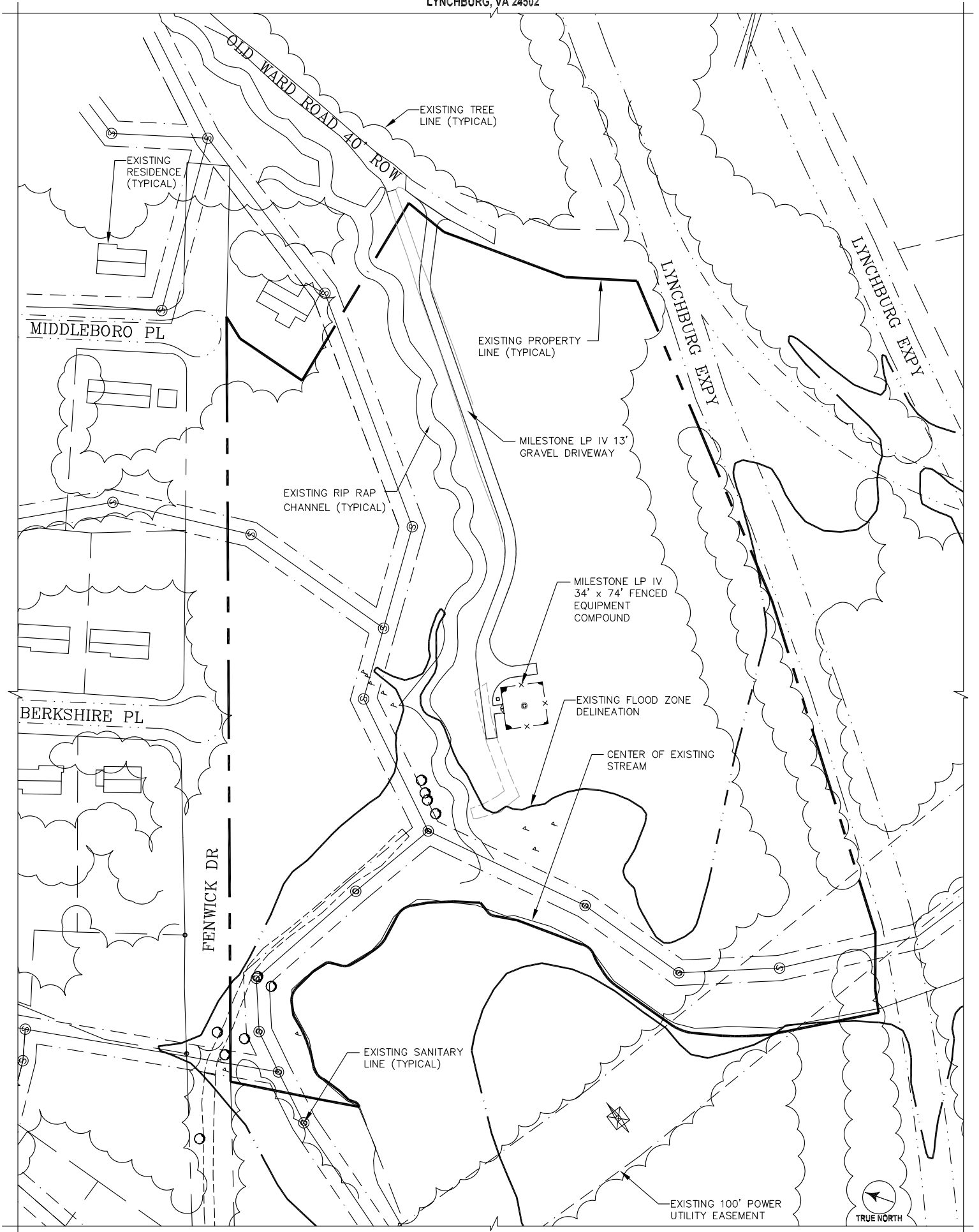


EXHIBIT A-1
MILESTONE LP IV - PT EDGEWOOD SITE
LEASED PREMISES

PAGE 1 OF 3

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00	N63°37'02"E
L2	50.00	S26°22'58"E
L3	50.00	S63°37'02"W
L4	50.00	N26°22'58"W

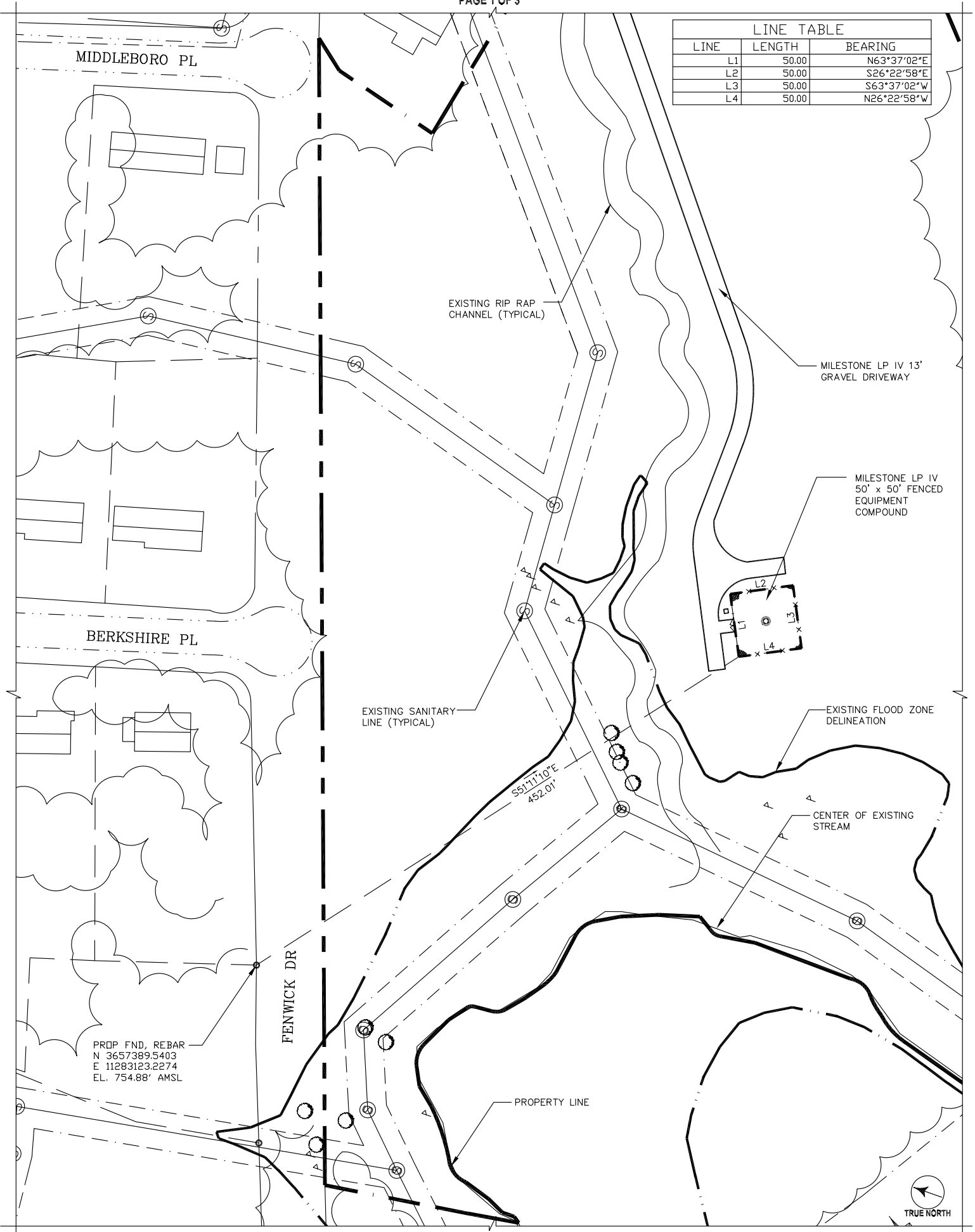


EXHIBIT A-1
MILESTONE LP IV - PT EDGEWOOD SITE
LEASED PREMISES

PAGE 2 OF 3

MILESTONE LP IV 13'-0"
GRAVEL ACCESS DRIVE

MILESTONE LP IV
154'-0" MONOPOLE

MILESTONE LP IV 50' X50'
LEASE AREA

50'-0"

50'-0"



EXHIBIT A-1
MILESTONE LP IV - PT EDGEWOOD SITE
LEASED PREMISES
PAGE 3 OF 3

LEGAL DESCRIPTION FOR 50' x 50' LEASE AREA

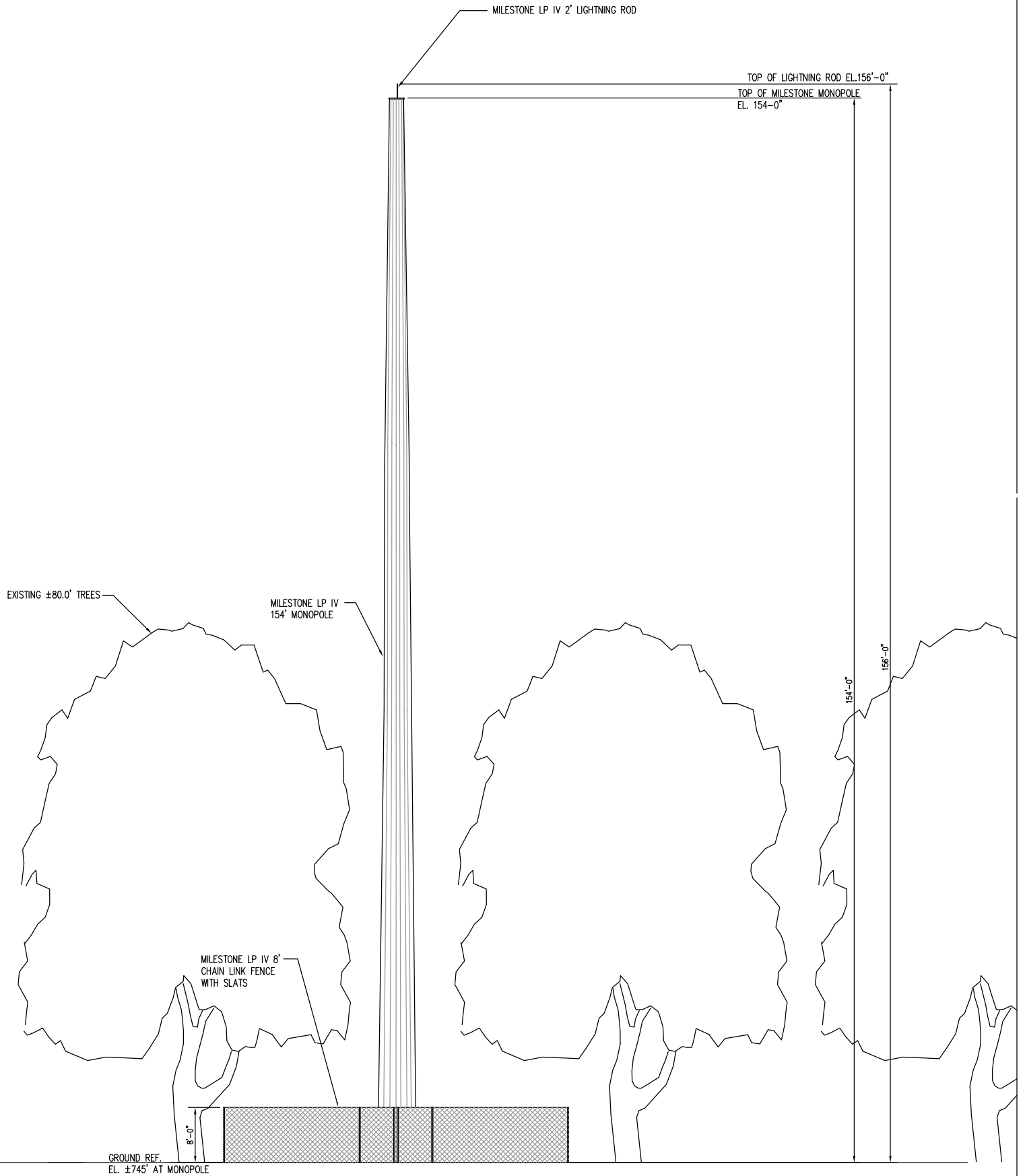
BEING A PORTION OF A PARCEL OF LAND IN THE CITY OF LYNCHBURG IN THE COMMONWEALTH OF VIRGINIA WITH PARCEL ID NUMBER 16109001, AND ACQUIRED BY THE CITY OF LYNCHBURG AS RECORDED IN THE LAND RECORDS OF CLERK OF THE CIRCUIT COURT OF THE CITY OF LYNCHBURG, VIRGINIA, IN INSTRUMENT NUMBER 050010293, SUCH PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE MOST NORTHERLY RIGHT OF WAY LINE OF FENWICK DRIVE, SAID POINT BEING MOST SOUTH WESTERN PROPERTY CORNER OF A PARCEL WITH ID NUMBER 16108002, AND ACQUIRED BY NANCY W CASSIDY, SAID POINT BEING THE COMMON MOST SOUTH EASTERLY PROPERTY CORNER OF A PARCEL WITH ID NUMBER 16108001, AND ACQUIRED BY MICHAEL AND WENDY CASSIDY, SAID POINT BEING A FOUND REBAR HAVING VIRGINIA STATE SOUTH ZONE COORDINATES OF NORTH 3657389.5403 AND EAST 11283123.2274, THENCE DEPARTING SAID POINT SOUTH 51° 11' 10" EAST A DISTANCE OF 452.01' TO A POINT, SAID POINT BEING THE MOST EASTERLY CORNER AND THE TRUE POINT OF BEGINNING OF A 50' x 50' LEASE AREA;

THENCE NORTH 63° 37' 02" EAST A DISTANCE OF 50.00' TO A POINT;
THENCE SOUTH 26° 22' 58" EAST A DISTANCE OF 50.00' TO A POINT;
THENCE SOUTH 63° 37' 02" WEST A DISTANCE OF 50.00' TO A POINT;
THENCE NORTH 26° 22' 58" WEST A DISTANCE OF 50.00' TO THE TRUE POINT OF BEGINNING AND TERMINUS OF SAID 50' x 50' LEASE AREA;

THE ABOVE DESCRIBED LEASE AREA CONTAINING 2,500 SQUARE FEET OR 0.0574 ACRES MORE OR LESS IS DEDICATED TO THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL EQUIPMENT REQUIRED FOR TELECOMMUNICATIONS SERVICE AND IS SUBJECT TO ALL MATTERS OF PUBLIC RECORD AS STILL MAY BE IN FORCE AND APPLICABLE. ALL OF THE ABOVE BEARINGS ARE NAD83 VIRGINIA STATE PLANES SOUTH ZONE AND THE DISTANCES ARE GROUND.

EXHIBIT A-2
MILESTONE LP IV - PT EDGEWOOD SITE
TOWER PROFILE



VIEW LOOKING SOUTHEAST

EXHIBIT B

**Description/Depiction of the Appurtenant Easements
[Attached]**

EXHIBIT B
MILESTONE LP IV - PT EDGEWOOD SITE
APPURTENANT EASEMENT
ACCESS EASEMENT
PAGE 1 OF 3

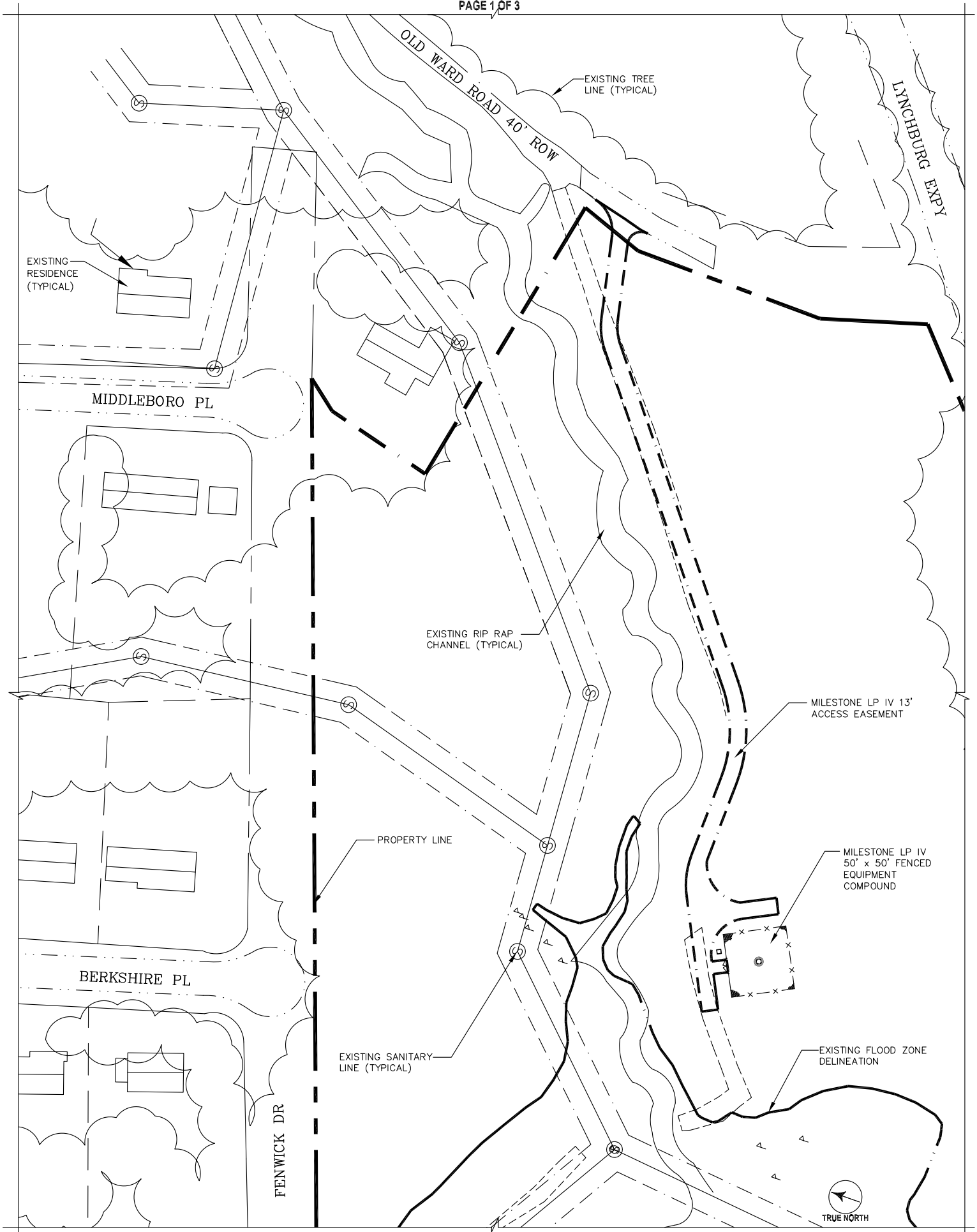


EXHIBIT B
MILESTONE LP IV - PT EDGEWOOD SITE
APPURTENANT EASEMENT
UTILITY EASEMENT
PAGE 2 OF 3

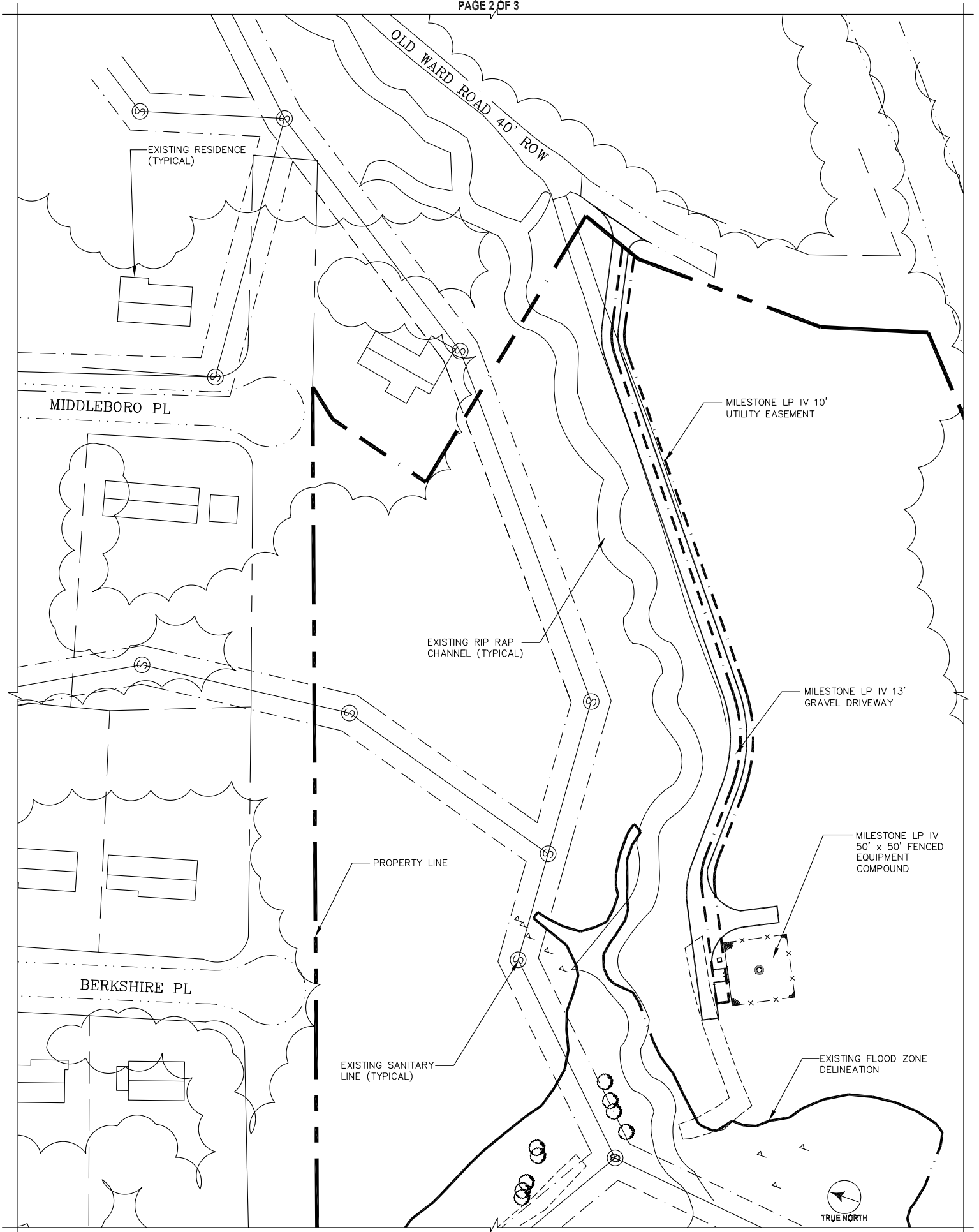


EXHIBIT B
MILESTONE LP IV - PT EDGEWOOD SITE
APPURTENANT EASEMENT
CONSTRUCTION EASEMENT
PAGE 3 OF 3

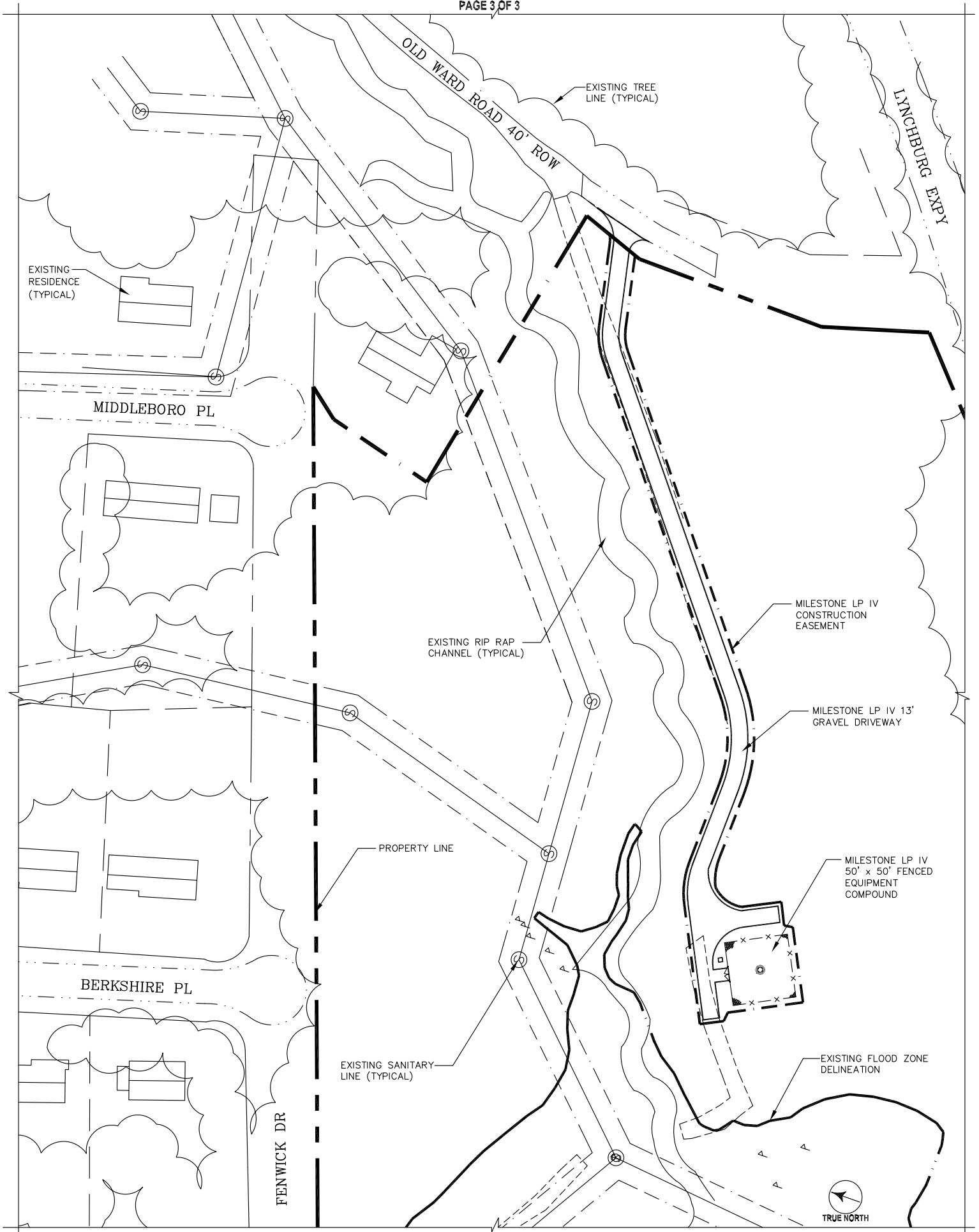


EXHIBIT C

Hazardous Materials

EXHIBIT D

Form Memorandum of Lease

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into as of the ____ day of _____, 2020, by and between Milestone Tower Limited Partnership-IV, a Delaware limited partnership ("Milestone"), and the City of Lynchburg, a Municipal Corporation of the Commonwealth of Virginia hereinafter ("City").

RECITALS:

A. City and Milestone are parties to a Lease Agreement, dated _____, 2020 (the "Lease"), pursuant to which City has leased to Milestone certain real property in Lynchburg, Virginia described in Exhibit "A" attached hereto.

B. City and Milestone wish to enter into this Memorandum of Lease.

NOW, THEREFORE, in consideration of the premises, the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Milestone hereby agree as follows:

1. The name of the City under the Lease is City of Lynchburg.
2. The name of Milestone under the Lease is Milestone Tower Limited Partnership-IV.
3. The address of City, as stated in the Lease, is City of Lynchburg, 900 Church Street, Lynchburg, VA, 24504, Attn: City Manager. The address of Milestone, as stated in the Lease, is Milestone Communications, 12110 Sunset Hills Road, Suite 100, Reston, VA 20190.
4. The leased premises, as described in the Lease, consists of a portion of the property owned by the City located at 1501 Fenwick Dr., Lynchburg, Virginia 24502, and as more particularly described on the attached Exhibit A.
5. The term of the Lease is thirty (30) years. The date of commencement of the term of the Lease was _____, 2020, and the date of termination of the term of the Lease is thirty (30) years thereafter, subject to any applicable renewal period.
6. Accordingly, the latest date to which the term of the Lease may be extended is _____.

(Signatures on the following 2 pages)

IN WITNESS WHEREOF, the undersigned MILESTONE has duly executed this Memorandum of Lease under seal as of the first date stated above.

ATTEST:

MILESTONE TOWER LIMITED PARTNERSHIP-IV, a Delaware limited partnership

By: **MILESTONE COMMUNICATIONS MANAGEMENT IV, Inc.**, a Delaware corporation, its general partner

By: _____
Name: Leonard Forkas, Jr.
Its: President
Date: _____

STATE OF _____)
COUNTY OF _____)

TO WIT:

I hereby certify that on this ____ day of _____, 20__, before me, a Notary Public for the state and county aforesaid, personally appeared Leonard Forkas, Jr., known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, acting in his capacity as President of MILESTONE COMMUNICATIONS MANAGEMENT IV, Inc., the general partner of MILESTONE TOWER LIMITED PARTNERSHIP-IV for the purposes therein set forth.

Notary Public

My Commission Expires: _____

**Exhibit A to
Memorandum of Lease**

(Legal Description)

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **August 11, 2020**

AGENDA ITEM #: **19**

CONSENT:
ACTION: **X**

REGULAR: **X**
INFORMATION:

WORK SESSION:

CLOSED SESSION:
(Confidential)

ITEM TITLE: Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 Funding

KEY ELEMENTS:

☒ Economic Development ☒ Excellent Government ☐ Natural and Built Environment ☒ Safe Community ☐ Vibrant Community

RECOMMENDATION: Following a public hearing,

1. Adopt a resolution to amend the FY 2021 City/Federal/State Aid Fund budget and appropriate \$7,168,841 with resources from the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 to fund public health and safety, continuity of operations, and business and community support initiatives related to the Coronavirus Disease 2019 (COVID-19); and,
2. Adopt an ordinance to provide for the payment of a monetary bonus to the employees of the City of Lynchburg, Virginia for exemplary service during the pandemic and appropriate \$2,141,327 from the General Fund for such payment.

SUMMARY: The Commonwealth of Virginia has received approximately \$3.1 billion as its share of the Coronavirus Relief Fund (CRF). The City has received a second allocation, based on population, in the amount of \$7,168,841.

These funds have the same requirements as the first distribution and may be used for qualifying expenses of state and local governments. The CARES Act provides that payments from the CRF only may be used to cover costs that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019;
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

The City Manager tasked the Long-Term Recovery Team (Emergency Support Function 14 [ESF 14]) to manage requests for use of these funds from departments. These requests were categorized into three priorities:

1. Public Health and Safety – consists of appropriate cleaning, personal protective equipment (PPE), and items to allow for required social distancing;
2. Continuity of Operations – consists primarily of a one-time compensation award for all employees based on scheduled hours, technology related items, and community outreach;
3. Business and Community Support – consisting of additional grants to businesses impacted by COVID-19 requirements, community support grants through partner agencies and Greater Lynchburg Transit Company (GLTC) Sunday transportation offset.

PRIOR ACTION(S): May 26, 2020, Council Meeting informing Council of the CARES Act funds.
June 23, 2020 Council Meeting appropriating the first distribution of the CARES Act funds.

FISCAL IMPACT: \$7,168,841 to address public health and safety, continuity of operations, and business and community support initiatives related to the Coronavirus Disease 2019 (COVID-19)

CONTACT(S): Donna Witt, Chief Financial Officer, 455-3968
Long Term Recovery Team (Kent White-Director of Community Development;
Jeff Bandy-City Assessor; Marjette Upshur-Director of Economic Development and
Tourism; Mitch Nuckles, Commissioner of Revenue; Victoria Glasgow-Planner,
Department of Community Development; Terry Hutchens, Director of Information
Technology)

ATTACHMENT(S): Resolution
COVID-19 Funding – City of Lynchburg
ESF 14: Long Term Recovery Funding Recommendations: CARES Act
Ordinance

REVIEWED BY: bms

097A

RESOLUTION:

BE IT RESOLVED that the FY 2020 City/Federal/State Aid Fund budget is amended and \$7,168,841 is appropriated with resources from the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 to fund public health and safety, continuity of operations, and business and community support initiatives related to the Coronavirus Disease 2019.

Introduced:

Adopted:

Certified:

Interim Clerk of Council

COVID-19 Funding – City of Lynchburg

Category	CARES ¹ Act Round 2 Funding Recommendation	Additional COVID-19 Funding (Round 1 and Other Sources)	% of CARES Act Round 2 Funding	% of Total Lynchburg COVID Funding (excludes GLTC ² and Airport operational funding, Lynchburg private school funding, GEER ³ funding and any additional dedicated schools funding)
Public Health and Safety	\$1,895,893	\$2,406,498	26.45%	24.62%
Continuity of Operations	\$2,802,948	\$965,599	39.10%	21.56%
Business and Community Support	\$2,470,000	\$2,430,000	34.45%	28.03%
Public Education	\$0	\$4,507,444 ⁴	0%	25.79%
Total	\$7,168,841	\$10,309,541	100%	100%

¹ Coronavirus Aid Relief and Economic Security

² Greater Lynchburg Transit Company

³ Governor's Emergency Education Relief

⁴ Excludes \$700,000 available for Lynchburg Private Schools, as well as GEER Fund allocation and any additional CARES funding dedicated for schools

Emergency Support Function-14 Long Term Recovery Funding Recommendations: CARES¹ Act - Round 2

<u>Public Health and Safety</u>	\$1,895,893
• Disinfection and Sanitation – additional deep clean “misters”; prior cleaning costs; dishwashers for fire stations; portable toilets for job sites	\$145,996
• Personal Protective Equipment – reusable masks, temperature screeners; conditioned supply storage	\$125,145
• Facility Retrofits – additional emergency communication console; physical distancing retrofits for public buildings; additional touchless fixtures; security and access upfits	\$1,624,752
<u>Continuity of Operations</u>	\$2,802,948
• Technology/Alternative Service Delivery – laptops/tablets; kiosks; touchless parking deck technology; virtual museum technology; City employment services; library “drop box” return; IT support associated with increased mobility	\$621,621
• Emergency Response – utilizing public safety payroll reimbursement as allowed by the CARES Act provide a one-time compensation award for all employees (\$1,700) prorated based on scheduled hours; Public Safety overtime	\$2,141,327
• Community Outreach – COVID outreach requirements; additional portable message boards	\$40,000
<u>Business and Community Support</u>	\$2,470,000
• Business Support– additional grants to businesses impacted by COVID-19 requirements;	\$2,000,000
• Community Support - grants through partner agencies for additional utility/housing assistance; GLTC Sunday transportation offset	\$470,000

¹ Coronavirus Aid, Relief, and Economic Security

AN ORDINANCE TO PROVIDE FOR THE PAYMENT OF A MONETARY
BONUS TO THE EMPLOYEES OF THE CITY OF LYNCHBURG, VIRGINIA
AND APPROPRIATE \$2,141,327 FROM THE GENERAL FUND FOR SUCH
PAYMENT

WHEREAS, the ongoing Coronavirus pandemic has *significantly* impacted the economy and citizens of the City of Lynchburg, Virginia, the Commonwealth of Virginia, and the United States of America, and continues to do so; *and*

WHEREAS, employees of the City of Lynchburg, Virginia have been among those impacted by the effects of the said pandemic, and all such employees have demonstrated an exceptional commitment to the City of Lynchburg, Virginia and its citizens by ensuring municipal services continue to be steadily and faithfully provided during the said pandemic; *and*

WHEREAS, prior to the said impact of the Coronavirus pandemic, the City Council was considering a 3% wage increase for all employees of the City of Lynchburg, Virginia who met or exceeded performance expectations; however, due to the said pandemic, such an expenditure was not practical and ultimately not approved by the City Council; *and*

WHEREAS, the City Council now desires to express its appreciation to all the employees of the City of Lynchburg, Virginia, and further desires to provide for and pay a one-time lump-sum monetary bonus to each employee of the City of Lynchburg, Virginia as authorized under Section 15.2-1508 of the Code of Virginia (1950) as amended.

THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

1. That every employee of the City of Lynchburg, Virginia shall be provided and paid a one-time monetary bonus of \$1,700 prorated based on scheduled hours.
2. That the General Fund of the adopted FY 2021 budget of the City of Lynchburg, Virginia is hereby amended, \$2,141,327 from such fund is appropriated therefrom for the payment of the above said monetary bonuses, and such payments shall be supervised by the said City's Chief Financial Officer and City Manager.
3. That this ordinance shall become effective upon its adoption.

Introduced:

Adopted:

Certified: _____
Interim Clerk of Council

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **August 11, 2020**

AGENDA ITEM #: **20**

CONSENT:
ACTION: **X**

REGULAR: **X**
INFORMATION:

WORK SESSION:

CLOSED SESSION:
(Confidential)

ITEM TITLE: Resolution Authorizing the Issuance of Bonds for Centra Health, Inc.

KEY ELEMENTS:

☒ Economic Development ☐ Excellent Government ☐ Natural and Built Environment ☐ Safe Community ☐ Vibrant Community

RECOMMENDATION: Adopt the attached resolution authorizing the issuance of up to \$200,000,000 in bonds through the Economic Development Authority (EDA) of the City of Lynchburg for the benefit of Centra Health, Inc.

SUMMARY: Centra has requested the EDA to issue its revenue bonds in an aggregate principal amount not to exceed \$200,000,000 (the "Bonds"), in one or more series. These funds will be used to: (a) finance (i) the acquisition, construction, developing and equipping of a new, six-story Women's Center at Lynchburg General for use in obstetrics and pediatric services, which also includes connectivity and bridge improvements to link the new Women's Center with the existing facilities of Lynchburg General, (ii) the construction of surface parking with approximately 350 spaces (the "Lynchburg General Surface Parking Project") and a parking deck with approximately 400 spaces (the "Lynchburg General Parking Deck Project") for Lynchburg General and related connectivity improvements, (iii) the acquisition, construction, developing and equipping of expansion of and improvement to the emergency department at Lynchburg General, (iv) the renovation and improvement of existing facilities and shell space within the existing Lynchburg General footprint, (v) sitework and other improvements on the Campus related to the foregoing, and (vi) construction of routine capital improvements at Lynchburg General and (b) Pay certain expenses incurred in connection with the issuance of the Bonds (collectively, the "2020 Project").

The Economic Development Authority of the City of Lynchburg has conducted the requisite public hearing and adopted a resolution recommending that City Council authorize the bonds.

PRIOR ACTION(S): July 16, 2020: The EDA held a public hearing and recommended approval

FISCAL IMPACT: The Economic Development Authority of the City of Lynchburg, in accordance with Federal and State law, serves as a conduit for the bonds and assumes no financial responsibility or costs. The issuance of the bonds through the Economic Development Authority of the City of Lynchburg places no obligation on the City.

CONTACT(S): Marjette Upshur, Director of Economic Development and Tourism – 455-4492
Ted Craddock, Counsel to the Economic Development Authority – 846-2731

ATTACHMENT(S):

Proposed Resolution
Letter from William Lovern, Secretary, Economic Development Authority of the City of Lynchburg
Inducement EDA Resolution
Bond Application
Certificate of Publication of Public Hearing
EDA Resolutions
Fiscal Impact Statement

REVIEWED BY: raw

088A

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LYNCHBURG, VIRGINIA WITH RESPECT TO ECONOMIC
DEVELOPMENT AUTHORITY OF THE CITY OF LYNCHBURG,
VIRGINIA REVENUE BOND FINANCING FOR CENTRA HEALTH, INC.**

WHEREAS, the City of Lynchburg, Virginia (the “City”) is a municipal corporation of the Commonwealth of Virginia exercising public and essential governmental functions pursuant to the Constitution and laws of the Commonwealth of Virginia; and

WHEREAS, the Economic Development Authority of the City of Lynchburg, Virginia (the “Authority”) is a political subdivision of the Commonwealth of Virginia and is authorized under Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the “Act”) , to borrow money for the purpose of providing funds to finance the acquisition, construction, equipping, expansion, enlargement and improvement of medical facilities in order to provide modern and efficient medical services to the inhabitants of the Commonwealth of Virginia, to refinance medical facilities in order to reduce the costs to residents of the Commonwealth of utilizing such facilities and to issue its revenue bonds for the purpose of carrying out any of its powers; and

WHEREAS, Centra Health, Inc. (“Centra”) is a nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates medical facilities located in the City of Lynchburg, Virginia, including without limitation Lynchburg General Hospital ("Lynchburg General"); and

WHEREAS, Centra has requested that the Authority issue its revenue bonds in an aggregate principal amount not to exceed \$200,000,000 (the “Bonds”), in one or more series, at one or more times, and pursuant to a common plan of finance, for the purpose of providing funds to make one or more loans to Centra the proceeds of which, together with other available funds, will be used to (a) finance (i) the acquisition, construction, developing and equipping of a new, up to six-story structure at Lynchburg General to improve and expand patient capacity, which also includes connectivity and bridge improvements to link the new structure with the existing facilities of Lynchburg General, (ii) the construction of a surface parking lot (the "Lynchburg General Surface Parking Project") and/or an up to six-story parking deck (the "Lynchburg General Parking Deck Project") for Lynchburg General and related connectivity improvements, (iii) the acquisition, construction, developing and equipping of expansion of and improvement to the existing facilities and structures on the Lynchburg General Campus, (iv) sitework and other improvements on the Lynchburg General Campus related to the foregoing, and (v) construction of routine capital improvements at Lynchburg General and related facilities and (b) pay certain expenses incurred in connection with the issuance of the Bonds (collectively, the "2020 Project"); and

WHEREAS, the Lynchburg General Campus, is located at 1901 Tate Springs Drive, and is defined to include the buildings and facilities related to Lynchburg General and situated in close proximity to Lynchburg General, which are located on or near Tate Springs Drive or Thomson Drive, with the Lynchburg General Parking Deck Project and Lynchburg General Surface Parking Project expected to be located across Tate Springs Road or Hillsdale Road from the existing Lynchburg General Campus; and

WHEREAS, the Authority has by separate series resolutions adopted on July 16, 2020 (the “Authority Resolutions”) approved the issuance of two series of Bonds, in an aggregate principal amount not exceeding \$200,000,000, at one or more times, and pursuant to a common plan of finance, for the purpose of providing funds to make one or more loans to Centra, the proceeds of which, together with other available funds, will be used to finance the 2020 Project; and

WHEREAS, the City Council of the City of Lynchburg (the “Lynchburg City Council”) must first approve the issuance of the Bonds before the Authority can proceed with the financing; and

WHEREAS, the Authority has delivered or caused to be delivered to the Lynchburg City Council the following: (i) a reasonably detailed summary of the comments expressed at the public hearing held by the Authority in connection with the issuance of the Bonds, (ii) a fiscal impact statement in the form specified in Section 15.2-4907 of the Act, and (iii) copies of the Authority Resolutions, which constitute the recommendation of the Authority that the Lynchburg City Council approve the issuance of the Bonds; and

WHEREAS, the Lynchburg City Council has determined that it is necessary at this time to approve the issuance by the Authority of not to exceed \$200,000,000 aggregate principal amount of the Bonds to promote the improvement of the health and living conditions of the people of the City and the Commonwealth of Virginia, increase opportunities for gainful employment, improve health care and otherwise aid in improving the prosperity and welfare of said City and Commonwealth and its inhabitants by financing and refinancing the facilities of Centra;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lynchburg, Virginia:

1. The Lynchburg City Council hereby approves the issuance by the Authority of the Bonds, in an aggregate principal amount not to exceed \$200,000,000, in one or more series, at one or more times, and pursuant to a common plan of finance, for the purpose of providing funds to make one or more loans to Centra, the proceeds of which, together with other available funds, will be used to finance the 2020 Project.

2. The Mayor or the City Manager and the Clerk or any Deputy Clerk to the Lynchburg City Council are hereby authorized and directed, on behalf of the City, to take any and all action necessary, including the execution of any documents, to consummate the issuance and sale of the Bonds in conformity with the provisions of this resolution.

3. The approval of the issuance of the Bonds, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, and the Act, does not constitute an endorsement to any prospective purchaser of the Bonds or the creditworthiness of Centra and, as required by the Act, the Bonds shall provide that neither the Commonwealth of Virginia, the City nor the Authority shall be obligated to pay the principal of, the redemption premium, if any, or the interest on the Bonds or other costs incident thereto except from the revenues and funds pledged therefor and neither the faith or credit nor the taxing power of the Commonwealth of Virginia, the City or the Authority shall be pledged thereto.

4. This resolution shall take effect immediately upon its passage.

ATTEST:

City Clerk

July 24, 2020

DELIVERED BY HAND

Honorable Mayor and Members of the
Council of the City of Lynchburg
c/o Bonnie Svrcek, City Manager
900 Church Street
Lynchburg, VA 24504

**Re: Economic Development Authority of the City of Lynchburg, Virginia,
proposed financing for Centra Health, Inc.**

Dear Madam Mayor and Members of Council:

Centra Health, Inc. (the “Applicant”) has requested the Economic Development Authority of the City of Lynchburg, Virginia (the “Authority”), to issue its revenue bonds or notes, the principal obligation not to exceed \$200,000,000, (the “Bonds”), in one or more series, at one or more times, and pursuant to a common plan of finance, for the purpose of providing funds to make one or more loans to the Applicant, the proceeds of which, together with other available funds, will be used to (i) finance the 2020 Project as described in the Authority’s Resolution Approving Issuance, and (ii) pay certain expenses incurred in connection with the issuance of the Bonds.

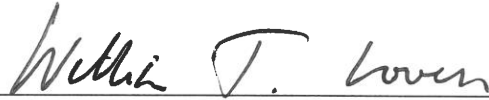
As set forth in the enclosed Authority’s Inducement Resolution, Series Resolutions, and Authority’s Resolution Approving Issuance, the Authority has agreed to issue its Bonds as requested. The Authority has conducted a public hearing on the proposed financing of the Project and has recommended that the City Council approve the issuance of the Bonds as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, and Section 15.2-4906 of the Code of Virginia (1950), as amended.

Attached hereto is a copy of the Applicant's application for financing and (1) a Certificate evidencing the conduct of the meeting and the action taken by the Authority, (2) the Fiscal Impact Statement required pursuant to Section 15.2-4907 of the Code of Virginia (1950), as amended, and, (3) proposed form of Council Resolution suggested by counsel to evidence your approval.

It is requested that consideration of the proposed Council Resolution be placed on the Council agenda for the meeting scheduled for Tuesday, August 11, 2020. Marjette Upshur, Director of the Office of Economic Development & Tourism, or another representative of the Authority will be present at the meeting.

Honorable Mayor and Members of the
Council of the City of Lynchburg
July 24, 2020
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Respectfully submitted,



William T. Lovern, Secretary,
Economic Development Authority of
the City of Lynchburg, Virginia

/ahd

Enclosures

cc: Walter C. Erwin, III, Esquire
City Attorney
City of Lynchburg

Marjette G. Upshur, Director
Office of Economic Development & Tourism
City of Lynchburg

J. Kevin Dougherty, Esquire
T.W. Bruno, Esquire
Bond Counsel
McGuireWoods LLP

**INDUCEMENT RESOLUTION OF THE ECONOMIC
DEVELOPMENT AUTHORITY OF THE CITY OF LYNCHBURG, VIRGINIA**

WHEREAS, the Economic Development Authority of the City of Lynchburg, Virginia (the "Authority") is a political subdivision of the Commonwealth of Virginia and is authorized under Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"), to enter into loan agreements, contracts, deeds and other instruments for the purpose of financing the acquisition, construction, equipping, expansion, enlargement and improvement of medical facilities to the end that the Authority may protect and promote the health and welfare of the inhabitants of the Commonwealth of Virginia, and to issue its revenue bonds for the purpose of carrying out any of its powers; and

WHEREAS, Centra Health, Inc. ("Centra") is a nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates medical facilities located in the City of Lynchburg, Virginia and surrounding areas, including without limitation Lynchburg General Hospital ("Lynchburg General"), which is located at 1901 Tate Springs Drive, and certain buildings and facilities related to Lynchburg General and situated in close proximity to Lynchburg General, which are located on or near Tate Springs Drive or Thomson Drive (the "Campus"); and

WHEREAS, Centra has requested the Authority to issue its revenue bonds in an aggregate principal amount not to exceed \$200,000,000 (the "Bonds"), in one or more series, for the purpose of providing funds to (a) finance (i) the acquisition, construction, developing and equipping of a new, up to six-story structure at Lynchburg General Hospital ("Lynchburg General") to improve and expand patient capacity, which also includes connectivity and bridge improvements to link the new structure with the existing facilities of Lynchburg General, (ii) the construction of associated parking for Lynchburg General and related connectivity improvements, (iii) the acquisition, construction, developing and equipping of expansion of and improvement to the existing facilities and structures on the Lynchburg General Campus, (iv) sitework and other improvements on the Lynchburg General Campus related to the foregoing, and (v) construction of routine capital improvements at Lynchburg General and related facilities and (b) pay certain expenses incurred in connection with the issuance of the Bonds (collectively, the "2020 Project"); and

WHEREAS, the 2020 Project will be located on or near the Campus, all within the City of Lynchburg; and

WHEREAS, Centra will own and operate all components of the 2020 Project; and

WHEREAS, Centra has described the benefits of the 2020 Project and has requested the Authority to agree to issue the Bonds, under the Act, in such amount or amounts as may be necessary to provide funds to undertake the 2020 Project; and

WHEREAS, the Authority is meeting telephonically in accordance with Chapter 1289, Acts of Assembly of 2020, because the Governor of the Commonwealth of Virginia has issued Executive Order Fifty-One (2020) declaring a state of emergency, and the nature of such

emergency makes it impracticable or unsafe for the Directors of the Authority to assemble in a single location;

NOW, THEREFORE, BE IT RESOLVED by the Economic Development Authority of the City of Lynchburg, Virginia:

1. It is hereby found and determined that the 2020 Project will promote the health and welfare of the residents of the City of Lynchburg, Virginia, and surrounding areas, will be in the public interest and will be consistent with the purposes of the Act.

2. To induce Centra to undertake the 2020 Project, the Authority hereby agrees, subject to required approvals and the compliance of the proposed issue with applicable Virginia and federal law, to assist Centra in every reasonable way to finance the 2020 Project and, in particular, to undertake the issuance of the Bonds therefor, upon terms and conditions to be agreed upon by the Authority and Centra. The Authority will enter into such agreements and other instruments necessary to provide payments to the Authority sufficient to pay the principal of and premium, if any, and interest on the Bonds and to pay all other expenses in connection with the 2020 Project. The Bonds shall be issued in such forms and pursuant to such terms as shall be hereafter approved by the Authority in the proceedings under which the Bonds shall be issued.

3. It having been represented to the Authority that it is necessary to proceed with the 2020 Project, the Authority hereby agrees that Centra may proceed with plans for the 2020 Project, enter into contracts for the construction and equipping of the 2020 Project and take such other steps as Centra may deem appropriate in connection therewith, provided that nothing herein shall be deemed to authorize Centra to obligate the Authority without its consent in each instance to the payment of any monies or the performance of any acts in connection with the 2020 Project. The Authority agrees that Centra may be reimbursed from the proceeds of the Bonds for all costs so incurred by Centra in connection with the acquisition, construction, renovation or equipping of the 2020 Project to the extent permitted by law.

4. All costs and expenses in connection with the financing of the 2020 Project, including the fees and expenses of bond counsel, shall be paid from the proceeds of the Bonds to the extent permitted by law. If for any reason the Bonds are not issued, it is understood that all such expenses shall be paid by Centra and that the Authority shall have no responsibility therefor.

5. Centra shall indemnify and save harmless the Authority, its officers, directors, employees and agents, from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses in any way connected with the issuance of the Bonds.

6. In adopting this inducement resolution, the Authority intends to take "official action" toward the issuance of bonds within the meaning of the regulations issued by the Internal Revenue Service pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended.

7. The Authority confirms the findings and determinations contained in the recitals to this Resolution setting forth the reason for the need to meet by electronic means without requiring board members to physically assemble at one location during the current declared state of emergency by the Governor of the Commonwealth arising from COVID-19.

8. The Authority shall perform such other acts and adopt such further resolutions as may be required to implement its undertakings as hereinabove set forth.

9. This inducement resolution shall take effect immediately upon its passage.

CERTIFICATE

The undersigned, Secretary of the Economic Development Authority of the City of Lynchburg, Virginia (the "Authority"), hereby certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Directors of the Authority present and voting at a meeting duly called and held on July 1, 2020, in accordance with law, and that such resolution has not been repealed, revoked, rescinded or amended and is in full force and effect on the date hereof.

WITNESS the following signature this 1st day of July, 2020.



Secretary, Economic Development Authority of the
City of Lynchburg, Virginia

**ECONOMIC DEVELOPMENT AUTHORITY
OF THE CITY OF LYNCHBURG, VIRGINIA**

APPLICATION FOR AUTHORITY FINANCING

Section 1
Information Concerning Applicant

1. Legal Name(s) of Applicant(s):
Centra Health, Inc.
Mailing Address:
1920 Atherholt Road
Lynchburg, Va 24501
Applicant's Tax ID No.: 54-0715569
2. Name of applicant's representative to be contacted for additional information:
Name: Doug Davenport
Mailing Address if Different from Applicant's:
Telephone No. 434-200-4708
Telefax No.
3. Type of business presently conducted by applicant, if any:
Healthcare
4. Present location of applicant's principal place of business, if any:
1920 Atherholt Rd Lynchburg, VA 24501
5. In what year was business started: 1986
6. If a corporation, give state of incorporation: Virginia
7. If a subsidiary of another corporation, give name, mailing address, and state of incorporation of parent corporation:
Name:
Address:
State of incorporation:
8. If applicant is a partnership, give:
(a) Name of state under whose laws it is organized:
(b) City or County in which its principal office is located:

9. If a partnership, state whether general or limited: _____
10. If a partnership, give names and residence addresses of all present partners and indicate whether general or limited:

11. If applicant is a joint venture or other business entity (other than a corporation or partnership), describe and give names and residence addresses of all principals:

12. If applicant proposes to undertake the facility sought to be financed through a subsidiary corporation, a new corporation, or other entity to be formed by applicant, give details:

13. If applicant intends to lease the facility to some other corporation or entity or if some other entity is to otherwise occupy and use the facility, so state and give the full proper name of such entity, its principal place of business, and if a corporation, the state of incorporation.

- Lessee's Tax ID No.: _____

Section 2
Information Concerning Facility Sought To Be Financed

1. Type of facility:
- _____ (a) industrial
 - _____ (b) facility for commercial enterprise
 - X (c) parking facility
 - _____ (d) pollution control facility
 - _____ (e) multi-state, regional or national headquarters or operations center
 - _____ (f) facility for the residence and care of the aged
 - _____ (g) facility for private accredited and non-profit institutions of collegiate education
- Acquisition, construction, developing and equipping of a new, up to six-story structure at Lynchburg General Hospital; acquisition, construction, developing and equipping of expansion of and improvement to existing facilities and structures on the Lynchburg General Campus
- X (h) Other - if so, describe: _____

2. Indicate whether facility sought to be financed is a:

- ☒ (a) new facility
☒ (b) existing facility
☒ (c) addition to or modification of existing facility

3. Type of business or activity to be conducted and purpose of facility sought to be financed. Explain proposed use of facility by applicant and/or others and, if a manufacturing plant, the type of products to be manufactured.

A combination of projects to acquire, construct, renovate and equip medical facilities located on the Lynchburg General Campus to provide expanded access to key service lines and other medical services to the communities that Centra Health services.

4. Specific site location, including street number, if available and approximate acreage or size of site: The projects will be located at, or adjacent to, 1901 Tate Springs Road, Lynchburg, Virginia, except the LGH Parking Deck Project will be located at 1815 Thomson Drive or 1900 Tate Springs Road, Lynchburg, Virginia, as determined by Centra, the LGH Surface Parking Project will be located at 1808 Hillsdale Road, Lynchburg, Virginia.

5. General description of proposed facility (describe type of construction, square footage, amount for each operation such as manufacturing, storage, office, etc.) :

(i) the acquisition, construction, developing and equipping of a new, up to six-story structure at Lynchburg General Hospital ("Lynchburg General") to improve and expand patient capacity, which also includes connectivity and bridge improvements to link the new structure with the existing facilities of Lynchburg General, (ii) the construction of a surface parking lot (the "Lynchburg General Surface Parking Project") and an up to six-story parking deck (the "Lynchburg General Parking Deck Project") for Lynchburg General and related connectivity improvements, (iii) the acquisition, construction, developing and equipping of expansion of and improvement to the existing facilities and structures on the Lynchburg General Campus, (iv) sitework and other improvements on the Lynchburg General Campus related to the foregoing

6. Name and address of architect, if retained:

Telephone No.

7. Give name of present owners(s) of site: All locations are currently owned by Centra Health, Inc. or its subsidiaries

8. If an existing facility:

- Existing facilities are used for the provision of medical and educational services
- (a) what is its present use _____
- (b) number of regular employees presently employed on year-round basis _____
- (c) average annual salary per such employee \$ _____

9. If applicant is not the present owner of the site, state what, if anything, has been done concerning the location and acquisition of a site by or on behalf of the applicant.

10. State the present zoning classification of the site under the Zoning Ordinance of the City of Lynchburg:

LGH is zoned B-1

11. Is a zoning change required? _____ YES _____ NO
- If yes, state the zoning classification required: _____

12. Estimated number of regular employees to be employed on year-round basis after acquisition or completion of facility: _____
13. Average annual salary per such employee: \$ _____
14. _____ Bonds are anticipated to be placed at the end of July.
- If application is approved by the Authority, when would applicant anticipate issuance of bonds and work on the facility started? _____

Section 3
Cost of Facility and Financing

1. Estimated total cost of proposed facility: \$ _____
2. Maximum amount of financing sought through the Authority: \$ Up to \$200 million
3. Items of cost to be paid from Authority financing (i.e., land, equipment, legal, etc.):
Acquisition, construction, renovation, and equipment
4. If financing is approved, does applicant expect the Authority bonds to be sold by
X (a) private placement
_____ (b) public offering
5. If by private placement, has applicant received a commitment or other assurance from a bank or others with respect to the sale of the bonds?
X YES _____ NO
Elaborate: Bonds will be placed directly with Barclays Capital Inc
6. If by public offering, name and address of underwriter(s) desired:
Name Mailing Address

Telephone No. _____
7. Name and address of bond counsel desired:
Name Mailing Address

Kevin Dougherty
McGuireWoods LLP

1345 Avenue of the Americas, 7th Floor,
New York, New York 10105.
Telephone No. 212 548 2123

Section 4
Tax Information

1. State the current assessed value for real estate tax purposes comprising the site and existing improvements thereon.

Land	\$ Not subject to real estate taxes
Improvements	\$ Not subject to real estate taxes
TOTAL	\$ _____

2. Current yearly real property tax on the proposed site: \$ _____
3. Estimated taxable value of the facility's real property (buildings and improvements) to be constructed: \$ _____
4. Estimated real property tax per year with respect to the facility when completed (buildings and improvements) using present City of Lynchburg tax rates: \$ _____
5. Estimated personal property tax per year with respect to the facility when completed, using present City of Lynchburg tax rates: \$ _____
6. Estimated merchants' capital tax per year with respect to the facility completed, using present tax rates: \$ _____
7. Estimated business license tax per year with respect to the facility when completed and in use, using, present City of Lynchburg license tax rates: \$ _____
8. Estimated dollar value per year of goods and services that will be purchased locally by applicant or other users of the facility: \$ _____

Section 5
Inducement

1. Explain how the requested financing by the Authority will enable or induce applicant to locate in or remain in the City of Lynchburg and the Commonwealth of Virginia?
The financing facilitates Centra's ability to continue to provide high quality, cost effective medical services with needed access points for the residents of the City of Lynchburg and the other communities that Centra serves. In addition to the direct benefit to Centra, by keeping funding costs low, the financing enables Centra to maintain high quality, comprehensive, low cost healthcare services that make the City of Lynchburg and other areas where projects are located attractive to other business that are considering locating in these communities and encourages those already located here to maintain and expand their facilities.
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It is understood and agreed by the Applicant, as evidenced by the execution and filing hereof, that Applicant will (a) upon the filing of this application, pay to the Authority a non-refundable fee as calculated according to the schedule shown on the "INFORMATION AND INSTRUCTIONS FOR APPLICANTS FOR AUTHORITY FINANCING AND FOR BOND COUNSEL" included herewith, which fee consists of the application fee, advance against costs of copying and other incidental costs, and advance against the Authority's Counsel fees and, in addition, (b) pay, when billed, all other costs and expenses of the Authority, including the reasonable fees of its counsel, with respect to this application and any Authority or Lynchburg City Council meetings held in connection therewith.

Applicant also understands and agrees that in the event the Authority approves the application and adopts an inducement resolution and/or enters into an inducement contract with respect thereto and thereafter authorizes the issuance of its bonds or notes to finance a facility on behalf of the Applicant, all costs of the Authority in connection with any such issue, including the reasonable fees of its counsel and bond counsel, will be paid either from the proceeds of the issue or directly by the Applicant or, if such bonds or notes are not issued for any reason, then directly by the Applicant.

The Applicant understands that the approval or disapproval of this application is within the discretion of the Authority and that if approved by the Authority the requested financing will also have to be approved by the City Council of the City of Lynchburg and a proper allocation (bond issuing authority) made to the Authority for the issuance of such bonds or notes under the state limit for the issuance of such bonds or notes as provided in Section 103 of the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder, and as provided by any applicable state legislation, executive order, administrative rules or regulations; that the Authority and/or City Council may require additional financial and other information from the Applicant; that the Authority reserves the right to approve or disapprove bond counsel with respect to each issue; that if this application is approved and Authority bonds or notes are thereafter issued all financing documents shall be in form and substance satisfactory to the Authority, its counsel and bond counsel for the issue and shall include provisions satisfactory to the Authority and its counsel with respect to indemnifying the Authority and payment by Applicant to the Authority of (i) its reasonable costs and expenses, including the reasonable fees of its counsel, bond counsel and other advisers, directly related to the Project or the Bond and (ii) annually, when billed, an annual administrative fee of 1/10th of 1% of the outstanding principal amount of the Bond on each anniversary date of the Closing Date (provided that the amounts so paid shall not equal or exceed an amount that would cause the "yield" on the Note or any other "acquired purpose obligation" to be "materially higher" than the "yield" on the Bond, as such terms are defined under Section 148 of the Code); and that if the Authority adopts an inducement resolution and/or enters into an inducement contract with respect to the issuance of bonds or notes on behalf of Applicant and thereafter before the issuance of its bonds or notes determines (1) that any material information furnished the Authority or the City Council by or on behalf of the Applicant is false or misleading, or (2) if after

the adoption of such resolution the proposed financing is not thereafter approved by the City Council of the City of Lynchburg or a proper allocation of bond issuing authority is not made, or (3) if approved by the Authority and the City Council and a proper allocation of bond issuing authority is made, Applicant has not, within the calendar year or other period of time with respect to which the bond issuing authority is made applicable, made all necessary arrangements required of it with respect to the issuance and sale of the bonds or notes and the undertaking of the facility to be financed thereby, or if for any other reason the bonds or notes have not been issued within any such applicable time period, the Authority, in any such event, reserves and shall have the right in its sole discretion to revoke or rescind such inducement resolution and/or inducement contract which the Authority has entered into with the Applicant, after not less than ten (10) days written notice of the Authority's intention so to do, addressed and mailed to the Applicant at its address given in this Application.

Respectfully submitted this 26th day of June, 2020.

By [Signature], SVPCFO

CERTIFICATE

The undersigned Secretary of the Economic Development Authority of the City of Lynchburg, Virginia ("Authority") certifies as follows:

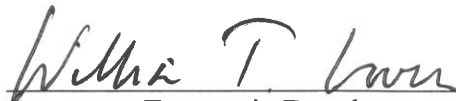
1. A meeting of the Authority was duly called and held on July 16, 2020, at 8:30 o'clock a.m. in City Council Chambers, 1st Floor, City Hall, 900 Church Street, Lynchburg, Virginia, pursuant to proper notice given to each Director of the Authority before such meeting. The meeting was open to the public. The time of the meeting and the place at which the meeting was held provided a reasonable opportunity for persons of differing views to appear and be heard.

2. The Chairman announced the commencement of a public hearing on the application of Centra Health, Inc. and that a notice of the hearing was published once a week for two successive weeks in a newspaper having general circulation in the City of Lynchburg, Virginia ("Notice"), with the second publication appearing not less than seven days nor more than twenty-one days prior to the public hearing date. A copy of the Certificate of Publication with Notice of Public Hearing is attached as Exhibit A.

3. The names of the individuals who appeared and addressed the Authority, along with a summary of their statements, is attached as Exhibit B.

4. Attached hereto as Exhibit C are true, correct and complete copies of Resolutions ("Resolutions") adopted at the meeting of the Authority by a majority of the Directors present at the meeting. The Resolutions constitute all formal action taken by the Authority at the meeting relating to matters referred to in the Resolutions. The Resolutions have not been repealed, revoked, rescinded or amended and are in full force and effect.

WITNESS my hand and the seal of the Authority, this 16th day of July, 2020.


Secretary, Economic Development Authority
of the City of Lynchburg, Virginia



A - Copy of Certificate of Publication with Notice of Public Hearing
B - Summary of Statements
C - Authority Resolutions

The News & Advance

Advertising Affidavit

101 Wyndale Drive
Lynchburg, Virginia 24501
(434) 385-5400

Account Number

6120740

Date

July 08, 2020

MCGUIRE WOODS LLP
800 EAST CANAL STREET
GATEWAY PLAZA
RICHMOND, VA 23219-3916

Date	Category	Description	Ad Size	Total Cost
07/17/2020	Legal Notices	NOTICE OF PUBLIC HEARING BY THE ECONOMIC DEVELOPMENT	2 x 78 L	1,137.00

Publisher of the News & Advance

This is to certify that the attached NOTICE OF PUBLIC HEARING was published by the News & Advance in the city of Lynchburg, in the State of Virginia, on the following dates:

07/01, 07/08/2020

The First insertion being given ... 07/01/2020

Newspaper reference: 0001109350

Brenda Bunn
Billing Representative

Given under my hand on July 08, 2020

Kimberly B. Harris
Notary Public

State of Virginia
City/County of Hanover

Kimberly B. Harris
NOTARY PUBLIC
Commonwealth of Virginia
Notary Registration Number 356753
Commission Expires January 31, 2021

My Commission Expires _____

THIS IS NOT A BILL. PLEASE PAY FROM INVOICE. THANK YOU

EXHIBIT

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**NOTICE OF PUBLIC HEARING BY THE ECONOMIC
DEVELOPMENT AUTHORITY OF THE CITY OF
LYNCHBURG, VIRGINIA,
REGARDING PROPOSED REVENUE BOND FINANCING**

Notice is hereby given that the Economic Development Authority of the City of Lynchburg, Virginia (the "Authority") will hold a public hearing on the application of Centra Health, Inc. ("Centra"), a Virginia nonstock corporation, for the Authority to issue, pursuant to the Virginia Industrial Development and Revenue Bond Act, as amended (the "Act"), revenue bonds in an aggregate principal amount not to exceed \$200,000,000 (the "Bonds"), in one or more series, at one or more times, and pursuant to a common plan of finance, for the purpose of providing funds to make one or more loans to Centra, the proceeds of which, together with other available funds, will be used to (a) finance (i) the acquisition, construction, developing and equipping of a new, up to six-story structure at Lynchburg General Hospital ("Lynchburg General") to improve and expand patient capacity, which also includes connectivity and bridge improvements to link the new structure with the existing facilities of Lynchburg General, (ii) the construction of a surface parking lot (the "Lynchburg General Surface Parking Project") and/or up to six-story parking deck (the "Lynchburg General Parking Deck Project") for Lynchburg General and related connectivity improvements, (iii) the acquisition, construction, developing and equipping of expansion of and improvement to the existing facilities and structures on the Lynchburg General Campus, (iv) sitework and other improvements on the Lynchburg General Campus related to the foregoing, and (v) construction of routine capital improvements at Lynchburg General and related facilities and (b) pay certain expenses incurred in connection with the issuance of the Bonds (collectively, the "2020 Project"). The Bonds are expected to be issued as qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986, as amended.

The 2020 Project will be located on or at the Lynchburg General Campus, which is located at 1901 Tate Springs Drive, and is defined to include the buildings and facilities related to Lynchburg General and situated in close proximity to Lynchburg General, which are located on or near Tate Springs Drive or Thomson Drive, with the Lynchburg General Parking Deck Project and Lynchburg General Surface Parking Project expected to be located across Tate Springs Road or Hillsdale Road from the existing Lynchburg General Campus. Centra will own and operate all components of the 2020 Project.

As required by the Act, the Bonds will not constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia, or the City of Lynchburg, Virginia. Neither the Commonwealth of Virginia nor any political subdivision thereof, including the Authority, or the City of Lynchburg, Virginia, will be obligated to pay the Bonds, or the interest thereon, or other costs incidental thereto, except from the revenues and monies pledged therefor. Neither the faith and credit nor the taxing power of the Commonwealth of Virginia nor any political subdivision thereof will be pledged to the payment of principal of the Bonds or the interest thereon or other costs incidental thereto. The public hearing will be held by the Authority as part of the approval process with respect to the issuance of the Bonds. If, following the hearing, the Authority recommends approval of the issuance of the Bonds, a record of the public hearing will be forwarded to the City Council of the City of Lynchburg, which will be asked to approve the issuance of the Bonds.

The public hearing, which may be continued or adjourned, will be held at 8:30 A.M. on Thursday, July 16, 2020, before the Authority in the City Council Chambers, 1st Floor, 900 Church Street, Lynchburg, Virginia, 24504.

Residents of the City of Lynchburg, as well as any other persons interested in the Bonds or the projects to be financed by the Bonds, may attend and present their views or submit written comments prior to the hearing to the Secretary of the Economic Development Authority of the City of Lynchburg Virginia, 900 Church Street, Lynchburg, Virginia 24504. A copy of Centra's application may be inspected at the Authority's offices. The address of the Economic Development Authority of the City of Lynchburg, Virginia is Economic Development Office, City Hall, 2nd Floor, 900 Church Street, Lynchburg, Virginia 24504.

ECONOMIC DEVELOPMENT AUTHORITY OF
THE CITY OF LYNCHBURG, VIRGINIA
By: William T. Lovern, Secretary-Treasurer

EXHIBIT “B” TO CERTIFICATE

SUMMARY OF STATEMENTS

The Chairman declared the public hearing open. Mr. Ted Craddock, counsel for the Authority, reminded the Directors that an application had been made to the Authority by Centra Health, Inc. (“Centra Health”) for assistance in the issuance of revenue bonds in the amount not to exceed \$200,000,000. Mr. Craddock advised that notice of this public hearing had been published as required by law, on July 1 and July 8, 2020. Mr. Craddock also reminded the Directors that the Authority at its special meeting on July 1, 2020, adopted a resolution to induce Centra Health to undertake the project, subject to required approvals, and that the Authority took official action toward the issuance of the Bonds.

The Chairman then asked if there was anyone to speak in favor of the application for Authority financing.

Mr. Douglas Davenport, Chief Financial Officer of Centra Health, addressed the Authority. He stated the purpose of the Bonds would be to finance the construction and equipping of a new up-to-six-story structure at Lynchburg General Hospital at 1901 Tate Springs Road to improve and expand patient capacity at the hospital. Mr. Davenport stated that the construction of a parking structure and related connectivity improvements with the new facility and other improvements on the Lynchburg General campus would also improve efficiency and patient care. The proceeds of the Bonds would also be used to finance improvements to existing facilities and structures at the Lynchburg General campus.

Mr. T. W. Bruno of McGuire Woods, Bond Counsel for the project, answered questions from the Directors.

The Chairman then asked if anyone wished to speak in opposition to the application. No one appeared or spoke in opposition to the application.

The Chairman declared the public hearing closed.

EXHIBIT “B”

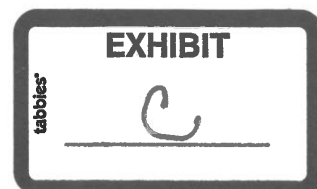
**RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF
THE CITY OF LYNCHBURG, VIRGINIA APPROVING THE ISSUANCE,
IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED
\$200,000,000, OF ITS REVENUE BONDS IN ONE OR MORE SERIES
PURSUANT TO A COMMON PLAN OF FINANCE TO MAKE ONE OR
MORE LOANS TO CENTRA HEALTH, INC.**

WHEREAS, the Economic Development Authority of the City of Lynchburg, Virginia (the "Authority") is a political subdivision of the Commonwealth of Virginia and is authorized under Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"), to borrow money for the purpose of providing funds to finance the acquisition, construction, equipping, expansion, enlargement and improvement of medical facilities in order to provide modern and efficient medical services to the inhabitants of the Commonwealth of Virginia, to refinance medical facilities in order to reduce the costs to residents of the Commonwealth of utilizing such facilities and to issue its revenue bonds for the purpose of carrying out any of its powers; and

WHEREAS, Centra Health, Inc. ("Centra") is a nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates medical facilities located in the City of Lynchburg, Virginia, including without limitation Lynchburg General Hospital ("Lynchburg General"); and

WHEREAS, Centra has requested that the Authority issue its revenue bonds in an aggregate principal amount not to exceed \$200,000,000 (the "Bonds"), in one or more series, at one or more times, and pursuant to a common plan of finance, for the purpose of providing funds to make one or more loans to Centra the proceeds of which, together with other available funds, will be used to (a) finance (i) the acquisition, construction, developing and equipping of a new, up to six-story structure at Lynchburg General to improve and expand patient capacity, which also includes connectivity and bridge improvements to link the new structure with the existing facilities of Lynchburg General, (ii) the construction of a surface parking lot (the "Lynchburg General Surface Parking Project") and/or an up to six-story parking deck (the "Lynchburg General Parking Deck Project") for Lynchburg General and related connectivity improvements, (iii) the acquisition, construction, developing and equipping of expansion of and improvement to the existing facilities and structures on the Lynchburg General Campus, (iv) sitework and other improvements on the Lynchburg General Campus related to the foregoing, and (v) construction of routine capital improvements at Lynchburg General and related facilities and (b) pay certain expenses incurred in connection with the issuance of the Bonds (collectively, the "2020 Project"); and

WHEREAS, the Lynchburg General Campus, is located at 1901 Tate Springs Drive, and is defined to include the buildings and facilities related to Lynchburg General and situated in close proximity to Lynchburg General, which are located on or near Tate Springs Drive or Thomson Drive, with the Lynchburg General Parking Deck Project and Lynchburg General Surface Parking Project expected to be located across Tate Springs Road or Hillsdale Road from the existing Lynchburg General Campus; and



WHEREAS, prior to the issuance of the Bonds, it is required by applicable Virginia and federal law that a public hearing be held during which members of the public are given an opportunity to express their views on the proposed issuance of the Bonds; and

WHEREAS, the Authority held a public hearing today at 8:30 A.M. with respect to the issuance of the Bonds in accordance with applicable Virginia and federal law; and

WHEREAS, the City Council of the City of Lynchburg, Virginia (the “Lynchburg City Council”) must first approve (to the extent required by applicable Virginia and federal law) the issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Economic Development Authority of the City of Lynchburg, Virginia:

1. It is hereby found and determined that the issuance of the Bonds will promote the health and welfare of the residents of the City of Lynchburg, Virginia, and surrounding areas, will be in the public interest and will be consistent with the purposes of the Act.

2. Pursuant to the authority granted to it by the Act, the Authority hereby approves the issuance of the Bonds, in an aggregate principal amount not exceeding \$200,000,000, in one or more series, at one or more times, and pursuant to a common plan of finance, for the purpose of providing funds to make one or more loans to Centra the proceeds of which, together with other available funds, will be used to finance the 2020 Project.

3. The Chairman or Vice Chairman of the Authority, either of whom may act, and the Secretary of the Authority are each hereby authorized and directed to deliver to the Lynchburg City Council (i) a reasonably detailed summary of the comments expressed at the public hearing held in connection with the issuance of the Bonds, (ii) a fiscal impact statement concerning the Bonds in the form specified in Section 15.2-4907 of the Act and (iii) a copy of this resolution, which constitutes the recommendation of the Authority that the Lynchburg City Council approve (to the extent required by applicable Virginia and federal law) the issuance of the Bonds.

4. The Authority shall perform such other acts and adopt such further resolutions as may be necessary or appropriate to implement this resolution.

5. This resolution shall take effect immediately upon its passage.

CERTIFICATE

The undersigned, Secretary of the Economic Development Authority of the City of Lynchburg, Virginia (the "Authority"), hereby certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Directors of the Authority present and voting at a meeting duly called and held on July 16, 2020, in accordance with law, and that such resolution has not been repealed, revoked, rescinded or amended and is in full force and effect on the date hereof.

WITNESS the following signature this 16th day of July, 2020.



Secretary-Treasurer, Economic Development
Authority of the City of Lynchburg, Virginia

**SERIES RESOLUTION OF THE ECONOMIC DEVELOPMENT
AUTHORITY OF THE CITY OF LYNCHBURG, VIRGINIA
AUTHORIZING, AMONG OTHER THINGS, THE ISSUANCE OF
ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF
LYNCHBURG, VIRGINIA HOSPITAL REVENUE BONDS (CENTRA
HEALTH OBLIGATED GROUP), SERIES 2020A**

WHEREAS, the Economic Development Authority of the City of Lynchburg, Virginia (the "Authority") is a political subdivision of the Commonwealth of Virginia and is authorized under Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"), to borrow money for the purpose of providing funds to finance the acquisition, construction, equipping, expansion, enlargement and improvement of medical facilities in order to provide modern and efficient medical services to the inhabitants of the Commonwealth of Virginia, to refinance medical facilities in order to reduce the costs to residents of the Commonwealth of utilizing such facilities and to issue its revenue bonds for the purpose of carrying out any of its powers; and

WHEREAS, Centra Health, Inc. ("Centra") is a nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates medical facilities located in the City of Lynchburg, Virginia, including without limitation Lynchburg General Hospital ("Lynchburg General"); and

WHEREAS, Centra has previously requested that the Authority issue its revenue bonds, for the purpose of providing funds to make one or more loans, among other things, to Centra the proceeds of which, together with other available funds, will be used to (a) finance (i) the acquisition, construction, developing and equipping of a new, up to six-story structure at Lynchburg General to improve and expand patient capacity, which also includes connectivity and bridge improvements to link the new structure with the existing facilities of Lynchburg General, (ii) the construction of a surface parking lot (the "Lynchburg General Surface Parking Project") and/or an up to six-story parking deck (the "Lynchburg General Parking Deck Project") for Lynchburg General and related connectivity improvements, (iii) the acquisition, construction, developing and equipping of expansion of and improvement to the existing facilities and structures on the Lynchburg General Campus, (iv) sitework and other improvements on the Lynchburg General Campus related to the foregoing, and (v) construction of routine capital improvements at Lynchburg General and related facilities and (b) pay certain expenses incurred in connection with the issuance of the Bonds (collectively, the "2020 Project"); and

WHEREAS, the Lynchburg General Campus, is located at 1901 Tate Springs Drive, and is defined to include the buildings and facilities related to Lynchburg General and situated in close proximity to Lynchburg General, which are located on or near Tate Springs Drive or Thomson Drive, with the Lynchburg General Parking Deck Project and Lynchburg General Surface Parking Project expected to be located across Tate Springs Road or Hillsdale Road from the existing Lynchburg General Campus; and

WHEREAS, the Authority has determined that the public will best be served by the proposed financing and has determined to issue its Hospital Revenue Bonds (Centra Health

Obligated Group), Series 2020A (the “Bonds”) for the purpose of providing funds, together with other available funds, to finance the 2020 Project; and

WHEREAS, there have been presented at this meeting draft copies of the following documents relating to the issuance of the Bonds:

(a) the Purchase Contract, to be dated on or about the date the Bonds are sold (the “Bond Purchase Agreement”), relating to the sale and purchase of the Bonds, between the Authority, Centra and Barclays Capital Inc. (the “Purchaser”);

(b) the Trust Agreement, to be dated as of August 1, 2020 (the “Trust Agreement”), between the Authority and U.S. Bank National Association, as Bond Trustee (the “Bond Trustee”), securing the Bonds;

(c) the Loan Agreement, to be dated as of August 1, 2020 (the “Loan Agreement”), between the Authority and Centra, relating to the Bonds;

(d) the Supplemental Indenture for Obligation No. 40, dated as of August 1, 2020 (“Supplemental Indenture No. 40”), between Centra, Bedford Memorial Hospital (“BMH”), Southside Community Hospital (“Southside”), CCRC, Inc. (“CCRC”), and Centra Medical Group, LLC (“Centra Medical” and together with Centra, BMH, Southside and CCRC, the “Members of the Obligated Group”) and U.S. Bank National Association, as master trustee (the “Master Trustee”), which supplements the Amended and Restated Master Trust Indenture, dated as of July 1, 2017 (as further supplemented, the “Master Indenture”), by and among the Members of the Obligated Group and the Master Trustee, and pursuant to which Obligation No. 40 will be issued to secure the obligations of Centra under the Loan Agreement; and

WHEREAS, the Authority has determined that adequate provision has been made for the payment of the principal of, redemption premium, if any, and interest on the Bonds; and

WHEREAS, the Authority hereby finds that the use of the proceeds of the Bonds as set forth above will accomplish the public purposes set forth in the Act;

NOW, THEREFORE, BE IT RESOLVED by the Economic Development Authority of the City of Lynchburg, Virginia:

Section 1. Capitalized words and terms used in this Series Resolution and not defined herein shall have the same meanings in this Series Resolution as such words and terms are given in the Trust Agreement or the Loan Agreement.

Section 2. Pursuant to the authority granted to it by the Act, the Authority hereby authorizes the issuance of the Bonds in an aggregate principal amount not to exceed \$100,000,000.

The Bonds shall be issued as fully registered bonds initially in denominations of \$100,000 or any integral multiple of \$5,000 in excess. The Bonds shall be issuable in book-entry form, as provided in the Trust Agreement. Payments of principal of and interest on the Bonds shall be made by the Bond Trustee to the registered owners of the Bonds in such manner as is set forth in

the Trust Agreement. Interest on the Bonds shall be payable semiannually on each January 1 and July 1, commencing on January 1, 2021.

Section 3. The Bonds shall be subject to redemption and purchase in lieu of redemption, and optional and mandatory tender for purchase, at the times, upon the terms and conditions, and at the prices set forth in the Trust Agreement.

Section 4. The Board hereby delegates to the Chairman of the Authority or, in his absence or unavailability, the Vice Chairman of the Authority, subject to the limitations and guidelines contained herein, the power to determine and carry out the following with respect to the Bonds:

(A) To determine the aggregate principal amount of the Bonds; the aggregate principal amount of the Bonds, not to exceed \$100,000,000, to be sufficient for the purposes described in the preamble to this Series Resolution;

(B) To determine the interest rate per annum to be borne by each Bond, together with the original issue premium or discount thereon, if any, provided that the initial interest rate of the Bonds shall not exceed 5.50% per annum;

(C) To determine which Bonds are Serial Bonds, if any, and which Bonds are Term Bonds, if any, and the Sinking Fund Requirements for any such Term Bonds;

(D) To determine the maturities and maturity amounts of the Bonds, no such maturity to extend beyond January 1, 2055;

(E) To determine the optional redemption provisions for the Bonds; provided, however, that the Bonds shall be made callable not later than 10 ½ years from their date; and

(F) To determine any other terms or provisions for the Bonds deemed advisable and not in conflict with the terms and provisions of this Series Resolution.

The execution and delivery of the Trust Agreement, the Loan Agreement, the Bond Purchase Agreement and the Bonds, pursuant to Sections 6, 7 and 9, respectively, of this Series Resolution, shall be conclusive evidence of the determinations or other actions taken by the Chairman of the Authority or, in his absence or unavailability, the Vice Chairman pursuant to the authority granted in this Series Resolution.

Section 5. The proceeds of the Bonds shall be applied as provided in Section 2.07 of the Trust Agreement.

Section 6. The forms, terms and provisions of the Trust Agreement and the Loan Agreement are hereby approved in all respects, and the Chairman or Vice Chairman of the Authority are hereby authorized and directed to execute and deliver the Trust Agreement and the Loan Agreement in substantially the forms presented to this meeting, together with such changes, modifications and deletions as he, with the advice of counsel, may deem necessary or appropriate,

including but not limited to changes, modifications and deletions necessary to incorporate the final terms of the Bonds as shall be set forth in the Bond Purchase Agreement; and such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the Authority.

Section 7. The form, terms and provisions of the Bond Purchase Agreement are hereby approved in all respects, and the Chairman or Vice Chairman of the Authority is hereby authorized and directed to execute and deliver the Bond Purchase Agreement in substantially the form presented to this meeting, together with such changes, modifications, insertions and deletions as the Chairman or Vice Chairman, with the advice of counsel, may deem necessary or appropriate; and such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the Authority.

Section 8. The form, terms and provisions of Supplemental Indenture No. 40 are hereby approved in substantially the forms presented at this meeting, together with such changes, modifications and deletions as the Chairman or Vice Chairman, with the advice of counsel, may deem necessary or appropriate; and the execution and delivery of the Trust Agreement pursuant to Section 6 of this Series Resolution shall be conclusive evidence of the approval of Supplemental Indenture No. 40 by the Authority.

Section 9. The forms of the Bonds set forth in the Trust Agreement are hereby approved in all respects, and the Chairman or Vice Chairman and the Secretary-Treasurer or the Assistant Secretary-Treasurer of the Authority are hereby authorized and directed to execute, by manual or facsimile signature, as provided in such forms of the Bonds, and to deliver to the Bond Trustee for authentication on behalf of the Authority, the Bonds in definitive form, which shall be in substantially the forms presented to this meeting together with such changes, modifications and deletions as they, with the advice of counsel, may deem necessary, appropriate and consistent with the Trust Agreement; and such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the Authority.

Section 10. Upon their execution in the form and manner set forth in the Trust Agreement, the Bonds shall be deposited with the Bond Trustee for authentication, and the Bond Trustee is hereby authorized and directed to authenticate the Bonds and deliver the Bonds to the Purchaser against payment therefor.

Section 11. U.S. Bank National Association, Richmond, Virginia, is hereby appointed Bond Trustee for the Bonds.

Section 12. The Depository Trust Company ("DTC"), New York, New York is hereby appointed as the initial Securities Depository for the Bonds, with Cede & Co., a nominee thereof, being the initial Securities Depository Nominee and initial registered owner of the Bonds.

Section 13. Mark Strosnider, Chairman of the Authority, John M. Stone, Vice Chair of the Authority, William T. Lovern, Secretary-Treasurer of the Authority, and Gerard E. Swienton, Assistant Secretary-Treasurer of the Authority, are each hereby appointed an Authority Representative, with full power to carry out the duties set forth in the Trust Agreement and the Loan Agreement.

Section 14. The Chairman, the Vice Chairman, the Secretary-Treasurer and the Assistant Secretary-Treasurer of the Authority are authorized and directed (without limitation except as may be expressly set forth herein) to take such action and to execute and deliver any such documents, certificates, undertakings, agreements, letters of instructions or other instruments, including any such documents, certificates, or other undertakings, as they, with the advice of counsel, may deem necessary or appropriate to effect the transactions contemplated by the Trust Agreement, the Loan Agreement, the Bond Purchase Agreement, the Master Indenture, and Supplemental Indenture No. 40, and such execution and delivery shall be conclusive evidence of the authorization and approval thereof by the Authority.

Section 15. This Series Resolution shall take effect immediately upon its passage.

CERTIFICATE

The undersigned, Secretary-Treasurer of the Economic Development Authority of the City of Lynchburg, Virginia (the "Authority"), hereby certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Directors of the Authority present and voting at a meeting duly called and held on July 16, 2020, in accordance with law, and that such resolution has not been repealed, has not been repealed, revoked, rescinded or amended and is in full force and effect on the date hereof.

WITNESS the following signature this 16th day of July, 2020.



William T. Hoover

Secretary-Treasurer, Economic Development
Authority of the City of Lynchburg, Virginia

**SERIES RESOLUTION OF THE ECONOMIC DEVELOPMENT
AUTHORITY OF THE CITY OF LYNCHBURG, VIRGINIA
AUTHORIZING, AMONG OTHER THINGS, THE ISSUANCE OF
ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF
LYNCHBURG, VIRGINIA HOSPITAL REVENUE BONDS (CENTRA
HEALTH OBLIGATED GROUP), SERIES 2020B**

WHEREAS, the Economic Development Authority of the City of Lynchburg, Virginia (the "Authority") is a political subdivision of the Commonwealth of Virginia and is authorized under Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"), to borrow money for the purpose of providing funds to finance the acquisition, construction, equipping, expansion, enlargement and improvement of medical facilities in order to provide modern and efficient medical services to the inhabitants of the Commonwealth of Virginia, to refinance medical facilities in order to reduce the costs to residents of the Commonwealth of utilizing such facilities and to issue its revenue bonds for the purpose of carrying out any of its powers; and

WHEREAS, Centra Health, Inc. ("Centra") is a nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates medical facilities located in the City of Lynchburg, Virginia, including without limitation Lynchburg General Hospital ("Lynchburg General"); and

WHEREAS, Centra has previously requested that the Authority issue its revenue bonds, for the purpose of providing funds to make one or more loans, among other things, to Centra the proceeds of which, together with other available funds, will be used to (a) finance (i) the acquisition, construction, developing and equipping of a new, up to six-story structure at Lynchburg General to improve and expand patient capacity, which also includes connectivity and bridge improvements to link the new structure with the existing facilities of Lynchburg General, (ii) the construction of a surface parking lot (the "Lynchburg General Surface Parking Project") and/or an up to six-story parking deck (the "Lynchburg General Parking Deck Project") for Lynchburg General and related connectivity improvements, (iii) the acquisition, construction, developing and equipping of expansion of and improvement to the existing facilities and structures on the Lynchburg General Campus, (iv) sitework and other improvements on the Lynchburg General Campus related to the foregoing, and (v) construction of routine capital improvements at Lynchburg General and related facilities and (b) pay certain expenses incurred in connection with the issuance of the Bonds (collectively, the "2020 Project"); and

WHEREAS, the Lynchburg General Campus, is located at 1901 Tate Springs Drive, and is defined to include the buildings and facilities related to Lynchburg General and situated in close proximity to Lynchburg General, which are located on or near Tate Springs Drive or Thomson Drive, with the Lynchburg General Parking Deck Project and Lynchburg General Surface Parking Project expected to be located across Tate Springs Road or Hillsdale Road from the existing Lynchburg General Campus; and

WHEREAS, the Authority has determined that the public will best be served by the proposed financing and has determined to issue its Hospital Revenue Bonds (Centra Health

Obligated Group), Series 2020B (the “Bonds”) for the purpose of providing funds, together with other available funds, to finance the 2020 Project; and

WHEREAS, there have been presented at this meeting draft copies of the following documents relating to the issuance of the Bonds:

(a) the Purchase Contract, to be dated on or about the date the Bonds are sold (the “Bond Purchase Agreement”), relating to the sale and purchase of the Bonds, between the Authority, Centra and Barclays Capital Inc. (the “Purchaser”);

(b) the Trust Agreement, to be dated as of August 1, 2020 (the “Trust Agreement”), between the Authority and U.S. Bank National Association, as Bond Trustee (the “Bond Trustee”), securing the Bonds;

(c) the Loan Agreement, to be dated as of August 1, 2020 (the “Loan Agreement”), between the Authority and Centra, relating to the Bonds;

(d) the Supplemental Indenture for Obligation No. 41, dated as of August 1, 2020 (“Supplemental Indenture No. 41”), between Centra, Bedford Memorial Hospital (“BMH”), Southside Community Hospital (“Southside”), CCRC, Inc. (“CCRC”), and Centra Medical Group, LLC (“Centra Medical” and together with Centra, BMH, Southside and CCRC, the “Members of the Obligated Group”) and U.S. Bank National Association, as master trustee (the “Master Trustee”), which supplements the Amended and Restated Master Trust Indenture, dated as of July 1, 2017 (as further supplemented, the “Master Indenture”), by and among the Members of the Obligated Group and the Master Trustee, and pursuant to which Obligation No. 41 will be issued to secure the obligations of Centra under the Loan Agreement; and

WHEREAS, the Authority has determined that adequate provision has been made for the payment of the principal of, redemption premium, if any, and interest on the Bonds; and

WHEREAS, the Authority hereby finds that the use of the proceeds of the Bonds as set forth above will accomplish the public purposes set forth in the Act;

NOW, THEREFORE, BE IT RESOLVED by the Economic Development Authority of the City of Lynchburg, Virginia:

Section 1. Capitalized words and terms used in this Series Resolution and not defined herein shall have the same meanings in this Series Resolution as such words and terms are given in the Trust Agreement or the Loan Agreement.

Section 2. Pursuant to the authority granted to it by the Act, the Authority hereby authorizes the issuance of the Bonds in an aggregate principal amount not to exceed \$50,000,000.

The Bonds shall be issued as fully registered bonds initially in denominations of \$100,000 or any integral multiple of \$5,000 in excess. The Bonds shall be issuable in book-entry form, as provided in the Trust Agreement. Payments of principal of and interest on the Bonds shall be made by the Bond Trustee to the registered owners of the Bonds in such manner as is set forth in

the Trust Agreement. Interest on the Bonds shall be payable semiannually on each January 1 and July 1, commencing on January 1, 2021.

Section 3. The Bonds shall be subject to redemption and purchase in lieu of redemption, and optional and mandatory tender for purchase, at the times, upon the terms and conditions, and at the prices set forth in the Trust Agreement.

Section 4. The Board hereby delegates to the Chairman of the Authority or, in his absence or unavailability, the Vice Chairman of the Authority, subject to the limitations and guidelines contained herein, the power to determine and carry out the following with respect to the Bonds:

(A) To determine the aggregate principal amount of the Bonds; the aggregate principal amount of the Bonds, not to exceed \$50,000,000, to be sufficient for the purposes described in the preamble to this Series Resolution;

(B) To determine the interest rate per annum to be borne by each Bond, together with the original issue premium or discount thereon, if any, provided that the initial interest rate of the Bonds shall not exceed 5.50% per annum;

(C) To determine which Bonds are Serial Bonds, if any, and which Bonds are Term Bonds, if any, and the Sinking Fund Requirements for any such Term Bonds;

(D) To determine the maturities and maturity amounts of the Bonds, no such maturity to extend beyond January 1, 2055;

(E) To determine the optional redemption provisions for the Bonds; provided, however, that the Bonds shall be made callable not later than 10 ½ years from their date; and

(F) To determine any other terms or provisions for the Bonds deemed advisable and not in conflict with the terms and provisions of this Series Resolution.

The execution and delivery of the Trust Agreement, the Loan Agreement, the Bond Purchase Agreement and the Bonds, pursuant to Sections 6, 7 and 9, respectively, of this Series Resolution, shall be conclusive evidence of the determinations or other actions taken by the Chairman of the Authority or, in his absence or unavailability, the Vice Chairman pursuant to the authority granted in this Series Resolution.

Section 5. The proceeds of the Bonds shall be applied as provided in Section 2.07 of the Trust Agreement.

Section 6. The forms, terms and provisions of the Trust Agreement and the Loan Agreement are hereby approved in all respects, and the Chairman or Vice Chairman of the Authority are hereby authorized and directed to execute and deliver the Trust Agreement and the Loan Agreement in substantially the forms presented to this meeting, together with such changes, modifications and deletions as he, with the advice of counsel, may deem necessary or appropriate,

including but not limited to changes, modifications and deletions necessary to incorporate the final terms of the Bonds as shall be set forth in the Bond Purchase Agreement; and such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the Authority.

Section 7. The form, terms and provisions of the Bond Purchase Agreement are hereby approved in all respects, and the Chairman or Vice Chairman of the Authority is hereby authorized and directed to execute and deliver the Bond Purchase Agreement in substantially the form presented to this meeting, together with such changes, modifications, insertions and deletions as the Chairman or Vice Chairman, with the advice of counsel, may deem necessary or appropriate; and such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the Authority.

Section 8. The form, terms and provisions of Supplemental Indenture No. 41 are hereby approved in substantially the forms presented at this meeting, together with such changes, modifications and deletions as the Chairman or Vice Chairman, with the advice of counsel, may deem necessary or appropriate; and the execution and delivery of the Trust Agreement pursuant to Section 6 of this Series Resolution shall be conclusive evidence of the approval of Supplemental Indenture No. 41 by the Authority.

Section 9. The forms of the Bonds set forth in the Trust Agreement are hereby approved in all respects, and the Chairman or Vice Chairman and the Secretary-Treasurer or the Assistant Secretary-Treasurer of the Authority are hereby authorized and directed to execute, by manual or facsimile signature, as provided in such forms of the Bonds, and to deliver to the Bond Trustee for authentication on behalf of the Authority, the Bonds in definitive form, which shall be in substantially the forms presented to this meeting together with such changes, modifications and deletions as they, with the advice of counsel, may deem necessary, appropriate and consistent with the Trust Agreement; and such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the Authority.

Section 10. Upon their execution in the form and manner set forth in the Trust Agreement, the Bonds shall be deposited with the Bond Trustee for authentication, and the Bond Trustee is hereby authorized and directed to authenticate the Bonds and deliver the Bonds to the Purchaser against payment therefor.

Section 11. U.S. Bank National Association, Richmond, Virginia, is hereby appointed Bond Trustee for the Bonds.

Section 12. The Depository Trust Company ("DTC"), New York, New York is hereby appointed as the initial Securities Depository for the Bonds, with Cede & Co., a nominee thereof, being the initial Securities Depository Nominee and initial registered owner of the Bonds.

Section 13. Mark Strosnider, Chairman of the Authority, John M. Stone, Vice Chair of the Authority, William T. Lovern, Secretary-Treasurer of the Authority, and Gerard E. Swienton, Assistant Secretary-Treasurer of the Authority, are each hereby appointed an Authority Representative, with full power to carry out the duties set forth in the Trust Agreement and the Loan Agreement.

Section 14. The Chairman, the Vice Chairman, the Secretary-Treasurer and the Assistant Secretary-Treasurer of the Authority are authorized and directed (without limitation except as may be expressly set forth herein) to take such action and to execute and deliver any such documents, certificates, undertakings, agreements, letters of instructions or other instruments, including any such documents, certificates, or other undertakings, as they, with the advice of counsel, may deem necessary or appropriate to effect the transactions contemplated by the Trust Agreement, the Loan Agreement, the Bond Purchase Agreement, the Master Indenture, and Supplemental Indenture No. 41, and such execution and delivery shall be conclusive evidence of the authorization and approval thereof by the Authority.

Section 15. This Series Resolution shall take effect immediately upon its passage.

CERTIFICATE

The undersigned, Secretary-Treasurer of the Economic Development Authority of the City of Lynchburg, Virginia (the "Authority"), hereby certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Directors of the Authority present and voting at a meeting duly called and held on July 16, 2020, in accordance with law, and that such resolution has not been repealed, revoked, rescinded or amended and is in full force and effect on the date hereof.

WITNESS the following signature this 16th day of July, 2020.



Secretary-Treasurer, Economic Development
Authority of the City of Lynchburg, Virginia

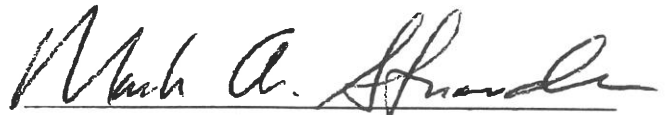
**FISCAL IMPACT STATEMENT
FOR PROPOSED BOND FINANCING***

Date: July 16, 2020

Applicants: Centra Health, Inc.
Facilities: Lynchburg General Hospital

	<u>City of Lynchburg</u>
1. Maximum amount of financing sought.	\$200,000,000
2. Estimated taxable value of the facility's real property to be constructed in the locality.	n/a
3. Estimated real property tax per year using present tax rates.	n/a
4. Estimated personal property tax per year using present tax rates.	n/a
5. Estimated merchants' capital tax per year using present tax rates.	n/a
6. (a) Estimated dollar value per year of goods that will be purchased from Virginia companies within the locality.	\$10,000,000 - \$15,000,000
(b) Estimated dollar value per year of goods that will be purchased from non-Virginia companies within the locality.	\$5,000,000
(c) Estimated dollar value per year of services that will be purchased from Virginia companies within the locality.	\$50,000,000- \$75,000,000
(d) Estimated dollar value per year of services that will be purchased from non-Virginia companies within the locality.	\$15,000,000 - \$25,000,000
7. Estimated number of regular employees on year round basis (FTEs).*	8,500
8. Average annual salary per employee.*	\$79,000

* Includes on all Centra facilities.



Chairman
Economic Development Authority of the
City of Lynchburg, Virginia

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: August 11, 2020

AGENDA ITEM #: 21

CONSENT:
ACTION: X

REGULAR: X
INFORMATION:

WORK SESSION:

CLOSED SESSION:
(Confidential)

ITEM TITLE: Campbell County Request to join Central Virginia Radio Communications Board

KEY ELEMENTS:

☐ Economic Development ☒ Excellent Government ☐ Natural and Built Environment ☒ Safe Community ☐ Vibrant Community

RECOMMENDATION: Adopt a resolution approving the First Amendment to the 2011 Emergency Communications Regional Cooperative Agreement, allowing Campbell County to join the Regional Radio System.

SUMMARY: The Central Virginia Radio Communications Board (Radio Board) was formed in May of 1996 by an agreement between Amherst County, Bedford County, the then named City of Bedford (now the Town of Bedford), the City of Lynchburg, and the Virginia's Region 2000 Local Government Council, now named the Central Virginia Planning District Commission, to jointly operate a regional communications system.

Campbell County has requested to join the Regional Radio System and negotiations have been ongoing for approximately one year. On Tuesday, June 16, 2020, the Campbell County Board of Supervisors approved the attached amendment to the 2011 Emergency Communications Regional Cooperation Agreement and formally requested to join the Regional Radio System. The Radio Board gave unanimous support for this request on July 10, 2020 during their monthly meeting.

The Amendment provides for incorporating Campbell County as an equal voting member of the Regional Radio Board and fully incorporating their new communications equipment into the Regional Radio System. The addition of Campbell County to the Radio Board will mean that there are 5 voting members in the future.

Campbell County will pay a one-time buy-in fee of \$1,620,883 to join the Radio Board. The County will be responsible for paying for all of the equipment necessary to integrate into the system, though Campbell also will realize some savings by integrating into the regional system sharing equipment and capacity. Campbell County's radios will also become interoperable with Lynchburg's, Amherst's and Bedford's, for improved communications between public safety agencies. Once the necessary work is completed at the tower sites and the additional equipment is installed, the Radio Board will begin maintaining all of Campbell County's radios and equipment just as it does for current Radio Board member agencies.

Each of the current member jurisdictions and the Planning District Commission must give their approval for Campbell County to join the system.

PRIOR ACTION(S): N/A

FISCAL IMPACT: N/A

CONTACT(S): Melissa D. Foster, Director of Emergency Services – 455-4285

ATTACHMENT(S):

Resolution

Region 2000 Emergency Communications Regional Cooperative Agreement

First Amendment to the 2011 Emergency Communications Agreement

Support Letter from Chief Wormser

Support Letter from Chief Zuidema

REVIEWED BY: raw

087A

RESOLUTION:

WHEREAS, Amherst County, Bedford County, the Town of Bedford, and the City of Lynchburg, collectively the “Member Jurisdictions”, have been operating a regional emergency communication system under the auspices of the Central Virginia Radio Communications Board (“CVRCB”); and

WHEREAS, in 2011, the Member Jurisdictions entered into an Agreement with Virginia’s Region 2000 Local Government Council, now known as the Central Virginia Planning District Commission (“CVPDC”), to allow for system upgrades or replacements in order to maintain or improve the levels of emergency services currently provided by the Member Jurisdictions (“Agreement”); and

WHEREAS, the County of Campbell, Virginia wishes to become a party to the Agreement and join and participate in the use, management, and operation of the regional communication system; and

WHEREAS, Lynchburg City has determined that it would be beneficial to accomplishing the goals of maintaining or improving the levels of emergency services provided to allow for the County of Campbell to become a party to the Agreement; and

BE IT RESOLVED, by the City Council of the City of Lynchburg, the Council hereby approves the addition of the County of Campbell as a party to the Agreement.

Introduced:

Adopted:

Certified:

Interim Clerk of Council

**REGION 2000 EMERGENCY COMMUNICATIONS
REGIONAL COOPERATIVE AGREEMENT**

This Agreement is entered into by and between Amherst County, Virginia ("Amherst County"), Bedford County, Virginia ("Bedford County"), the City of Bedford, Virginia ("Bedford City"), and the City of Lynchburg, Virginia ("Lynchburg"), collectively the "Member Jurisdictions", and Virginia's Region 2000 Local Government Council ("Council"), all political subdivisions or public bodies corporate and politic of the Commonwealth of Virginia, and all of which collectively may be referred to as the "Parties".

RECITALS

WHEREAS, the Member Jurisdictions have been jointly operating a Regional Emergency Communications System ("System") under the auspices of the Central Virginia Radio Communications Board ("CVRCB"), which the Member Jurisdictions formed pursuant to the May 1, 1996 Intergovernmental Agreement ("Intergovernmental Agreement"); and

WHEREAS, the System was financed primarily through a 1996 bond issuance by the Industrial Development Authority of the Town of Amherst, Virginia ("Amherst IDA") in the amount of \$9,931,000.00 as described in the Intergovernmental Agreement; and

WHEREAS, the Member Jurisdictions have paid the interest and principal on the 1996 Bonds pursuant to the May 1, 1996 Lease Agreement ("Lease Agreement") between the Amherst IDA and the Member Jurisdictions, with the final payment having occurred and such bonds having been fully paid; and

WHEREAS, the Member Jurisdictions have determined that the System is in need of significant upgrades or replacement before January 1, 2014 (the "Project") in order to maintain or improve the level of emergency services currently provided by the Member Jurisdictions and expected by the residents of the community before the current System becomes unserviceable and obsolete; and

WHEREAS, the Project will require debt financing in an amount similar to the debt issued in 1996, which financed the current System; and

WHEREAS, the Member Jurisdictions and the Council have determined that in order to manage the Project operations and maintenance in an efficient and cost effective manner, the CVRCB should be dissolved upon repayment of the 1996 Bonds and replaced by a new Region 2000 Radio Communications Board ("Board"), established as a committee by the Council and consisting of representatives from each of the Member Jurisdictions; and

WHEREAS, the Parties have determined that the Council will finance the Project through the issuance of debt to be paid by the Council through payments received from the Member Jurisdictions; and

WHEREAS, the Council's purpose under §15.2-4207 of the Act is to encourage and facilitate local government cooperation, including physical infrastructure development, criminal justice and emergency management through regional cooperative arrangements for the facilitation of revenue sharing, joint service delivery, and joint government purchasing, such as is set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual and reciprocal benefits inuring to the Parties, and in further consideration of the duties imposed upon the Parties hereby, the Parties covenant and agree as follows:

ARTICLE I DEFINITIONS

Unless otherwise defined, each capitalized term in this Agreement shall have the meaning set forth below.

"1996 Assets" means all System assets and equipment financed jointly with the 1996 Bonds.

"1996 Bonds" means the Series 1996 Bonds issued by the Amherst IDA in the original principal amount of \$9,931,000.00, as described in the Intergovernmental Agreement, for the original financing of the System.

"Act" means the Regional Cooperation Act, Chapter 42, Subtitle IV, Title 15.2, Code of Virginia, 1950, as now in effect or as hereafter amended.

"Agreement" means this agreement entered into by the Parties.

"Annual Budget" means the budget adopted each fiscal year by the Board to cover the annual Operating and Capital Costs associated with the Project and System.

"Annual Deficit" means any actual deficit at the end of a Fiscal Year consisting of an excess of Operating and Capital Costs over Operating Revenues for such Fiscal Year incurred by the Council acting pursuant to the Annual Budget and any amendments.

"Applicable Law" means any law, regulation, requirement (including but not limited to permit and governmental approval requirements) or order of any local, state or federal agency, court or other governmental body, applicable from time to time to the acquisition, design, construction, equipping, testing, start-up, financing, ownership, possession or operation of any of

the Facilities, the System or the performance of any obligations under any agreement entered into in connection therewith.

“Board” means the Region 2000 Radio Communications Board as set forth herein.

“Bonds” means any bonds, notes, financing leases or other obligations issued by the Council to finance the acquisition, construction and equipping of the Project, including any bonds issued to refund such bonds.

“Capital Costs” means all capital-related costs associated with the Project and System, including but not limited to Debt Service Payments and Capital Expenditures necessary for compliance with Applicable Law, necessary for normal maintenance and reasonable periodic expansion of improvements to the Facilities, or incurred in connection with Uncontrollable Circumstances.

“Capital Expenditure” means any expenditure of a capital nature made directly to support the Project or System, and which will be amortized or depreciated over more than one Fiscal Year.

“Chairman” means chairman of the Board.

“Council” means Virginia’s Region 2000 Local Government Council, a planning district commission and a public body corporate and politic, organized under the Act.

“Debt Service Payments” means the payments of principal, premium, if any, and interest required to be made by Council but funded from the Member Jurisdictions by the terms of any Bonds. It shall also include any payments to Member Jurisdictions that have advanced funding for the Project pursuant to a reimbursement resolution for such payments as may be approved by the Board and Council.

“Event of Default” means any of the events of default set forth in Article VIII of this Agreement.

“Executive Director” means Executive Director of the Council.

“Facility” or “Facilities” means all hardware, software, infrastructure, terminal equipment, and other tangible equipment comprising the System or associated with the Project, including all radio frequency licenses necessary for the operation of the System.

“Fiscal Year” means the period from July 1 of one year to June 30 of the next year.

“Indenture” means any Indenture of Trust, loan or financing agreement, financing lease or other agreement entered into between the Council and a corporate trustee or lender, pursuant to which the Bonds are issued.

“Member Jurisdiction” means each political subdivision that enters into this Agreement as of its effective date, and any additional political subdivision that subsequently enters into this Agreement as a Member Jurisdiction.

“Operating Costs” means all costs approved by the Board as properly allocable to acquiring, constructing, equipping, maintaining and operating the Facilities, other than any costs qualifying as Capital Costs, including, but not limited to:

- (1) Salaries and fringe benefits of employees;
- (2) Utilities, fuel, equipment (including but not limited to trucks and heavy equipment) tools and supplies;
- (3) All costs incurred for engineering services, and other services, which may include design, permitting, operation, testing, and monitoring;
- (4) All costs for compliance with all permit conditions and compliance with Applicable Law;
- (5) All costs incurred for legal services, which may include zoning, permitting, financing, issues related to the operation of the Facilities, and defense of claims related to the operation of the Facilities;
- (6) Insurance costs and the costs of bonds, letters of credit, escrows or other financial assurance or allowance for environmental assessments or property value guarantees, or for compliance with Applicable Law;
- (7) Purchase and maintenance costs of equipment and maintenance of the Facilities;
- (8) All accounting, bookkeeping and financial advisory fees and charges;
- (9) All costs associated with uncollectible accounts;
- (10) All amounts necessary to create funds required by an Indenture, or to replenish deficits in any such funds;
- (11) Any payments made by the Member Jurisdictions to the Council or any other governmental entity for Project-related services;

(12) Amounts paid to reserve accounts created by the Board pursuant to Section 4.11 of this Agreement; and

(13) Amounts paid to maintain Facilities, including but not limited to costs for generator maintenance and fuel, pest control, and fire suppression.

“Operating Revenues” means all income and revenues resulting from the ownership or operation of the Facilities and the System, including any payments of a Member Jurisdiction’s Pro Rata Share.

“Parties” means Amherst County, Bedford County, the City of Bedford, the City of Lynchburg, Virginia’s Region 2000 Local Government Council (“Council”), and any political subdivision that may join this Agreement subsequent to the Effective Date.

“Pro Rata Share” means each Member Jurisdiction’s proportional share of the Annual Deficit, Capital Costs and Operating Costs.

“Project” means the Facilities financed with Bonds, and any interest in real estate and equipment that are common facilities required to upgrade, manage and operate the System.

“Shortfall” means an expected lack of funds required for any Debt Service Payment pursuant to Section 6.1(c) of this Agreement.

“System” means the regional emergency communications system operated and managed by the Board.

“System Customer” means a non-Member Jurisdiction entity authorized to access and utilize the System pursuant to an agreement with the Board.

“Uncontrollable Circumstance” means any event or condition, whether affecting the Facilities, any Member Jurisdiction or the Council, that interferes with the acquisition, design, construction, equipping, start-up, operation, ownership or possession of the Facilities or the System, or other performance required hereunder, if such event or condition is beyond the reasonable control, and not the result of willful action of the party relying thereon as justification for any nonperformance including but not limited to an act of God, storm, flood, landslide, earthquake, fire or other casualty, war blockade, insurrection, riot, the order or judgment of any local, state, or federal court, administrative agency or governmental officer or body (other than such an officer or body of the party relying thereon), a strike, lockout or other similar labor action.

ARTICLE II EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 2.1. Effective Date. This Agreement shall become effective upon its execution by authorized officers of all Member Jurisdictions and the Council ("Effective Date"), subject to the terms and conditions contained herein. The initial term of this Agreement shall be 20 years following the Effective Date; provided, however, that the initial term may be extended by unanimous agreement of the Parties.

Section 2.2. Withdrawal of Member Jurisdiction. In the event a Member Jurisdiction withdraws from this Agreement while there is outstanding Project or System related debt, such withdrawal shall require unanimous consent of the other Parties. In the event a Member Jurisdiction withdraws from this Agreement while there is no outstanding debt, then such withdrawal shall not require the consent of the other Parties. In the event of any withdrawal from this Agreement, the withdrawing Member Jurisdiction shall have no right to any portion of the System or the Facilities without the consent of the other Member Jurisdictions. In order to be effective, any withdrawal shall require at least one year advance written notice to the Parties, and shall be approved by the resolution or ordinance of the governing body.

Section 2.3. Dissolution. In the event that the Member Jurisdictions unanimously agree, prior to the end of the term of the Agreement, to voluntarily dissolve the Board and discontinue joint ownership and operation of the System, or in the event that, at the end of the Term of the Agreement, the Member Jurisdictions determine not to extend the Agreement for another term, the Council shall, after the payment of all debts relating to the System that have been approved by the Board, transfer title to all System Facilities to the Member Jurisdictions in proportion to the respective shares of capital costs established in Section 4.7 of this Agreement. The consent of Council to the dissolution shall be required if there is any outstanding indebtedness attributable to the Bonds at the time dissolution is proposed. The determination as to which specific assets of the System or the Facilities shall be given to each Member Jurisdiction shall be determined by agreement of all of the Member Jurisdictions, or if there is no agreement, then the assets shall be sold and the funds transferred to the Member Jurisdictions in proportion to the respective shares of capital costs established in Section 4.7 of this Agreement. In the event that any portion of the System or Facilities is sold prior to Dissolution, the proceeds from such sale shall be divided among the Member Jurisdictions in the same manner as provided in the event of Dissolution.

Section 2.4. Termination of Intergovernmental Agreement. As of the Effective Date of this Agreement, the Member Jurisdictions agree that the Intergovernmental Agreement shall terminate.

**ARTICLE III
EFFECTIVE DATE OF CERTAIN PROVISIONS**

Section 3.1. Cost Allocation: Member Jurisdictions' Pro Rata Share. Notwithstanding any provision herein to the contrary, for the purposes of determining the proportional amounts owed by each Member for annual Capital Costs, Operational Costs, and any Annual Deficit, the provisions of Section 4.7 shall not take effect until July 1, 2013. Until that time, the Member Jurisdictions shall be responsible for such costs pursuant to the terms and conditions of the Intergovernmental Agreement and the Lease Agreement, such terms being incorporated herein solely for the purposes of this section and which establish the following percentages for which each Member Jurisdiction is responsible:

Amherst County	24.8%
Bedford County	38.2%
City of Bedford	3.9%
City of Lynchburg	33.1%

Section 3.2. Reserved.

**ARTICLE IV
CENTRAL VIRGINIA RADIO COMMUNICATIONS BOARD; MEMBER
JURISDICTION RIGHTS AND DUTIES**

Section 4.1. Creation of Board. As authorized by the Act, the Council hereby creates with the agreement of the Member Jurisdictions, the Region 2000 Radio Communications Board ("Board") as a committee of the Council to manage the Facilities, the Project and the System as provided herein. Original membership shall consist of the Member Jurisdictions as defined herein as of the Effective Date. The principal office of the Board shall be at the office of the Executive Director of the Council, unless otherwise designated by the Member Jurisdictions. The Board is authorized to manage the day to day operations of the Facilities, the Project and the System as set forth herein.

Section 4.2. Board Membership; Bylaws. The members of the Board shall consist of one representative from each of the Member Jurisdictions who shall be the chief public safety communications officer for that jurisdiction. If a Member Jurisdiction does not have a chief public safety communications officer, then the Board member from such jurisdiction shall be its chief law enforcement officer. Each Member Jurisdiction shall appoint an alternate Board member, who shall be the jurisdiction's chief administrative officer or his or her designee, to attend meetings in the absence of the primary Board member. Alternates shall be entitled to vote on any matter before the Board in the absence of the primary member. The Board may establish

bylaws or procedures governing the election of officers, the scheduling of meetings and notice thereof, and other procedural matters.

Section 4.3. Powers and Duties of Board. The Board shall be responsible for overseeing the management, operation and administration of the Facilities, the Project and the System. Approval of the Board shall be required prior to the incurrence of Bonds related to the Project, the Facilities or the System.

Section 4.4. Reserved.

Section 4.5. Procedures to Add New Member. Any eligible local government entity or other political subdivision in Virginia may, with the approval of its governing body and with the consent of all of the Member Jurisdictions, join and participate in the use, management and operation of the Project and the System as a Board member under the provisions of this section and pursuant to any additional terms and conditions for membership as may be prescribed by the Board. New members shall be responsible for all costs associated with connecting their existing emergency communications infrastructure to the System, for purchasing their own portable and mobile radio equipment, and for other all applicable costs under this Agreement. The Board reserves the right to examine and test any equipment prior to connection to the System, and may, in its sole discretion, refuse to connect any such equipment to the System. Unless otherwise agreed to by the Board, legal title to any infrastructure being contributed and connected to the System by the new member shall be transferred to the Council and committed to use as a part of the System. A new member shall be responsible for providing and contributing any required infrastructure and equipment needed in such new member's jurisdiction, and in no event shall the Council or Member Jurisdictions be required to compensate a new member for the value of any infrastructure owned by the new member or transferred by the new member to the Council.

Section 4.6. Decisions Requiring Consent of Member Jurisdictions. None of the following decisions may be taken by the Board without the unanimous consent of all the Member Jurisdictions:

- (a) Any amendment of this Agreement;
- (b) Any change in the Cost Allocation Methodology used to determine the Pro Rata Share owed by any Member Jurisdiction; and
- (c) The addition of a Member Jurisdiction.

Section 4.7. Allocation of Annual Deficit, Capital Costs and Operating Costs: Member Jurisdictions' Pro Rata Share. Beginning July 1, 2013, Each Member Jurisdiction shall pay its share of (i) any Annual Deficit, (ii) Capital Costs and (iii) Operating Costs associated with the Project and the System, as determined pursuant to the following Cost Allocation Methodology:

A. Capital Costs. Each Member Jurisdiction's share of Capital Costs shall be as follows:

Amherst County:	28.0%
Bedford County:	36.8%
City of Bedford:	5.1%
City of Lynchburg:	30.1%

B. Operating Costs. Each Member Jurisdiction's share of Annual Operating Costs shall be based on the number of radios on the System attributable to the Member Jurisdiction as a percentage of total Member Jurisdiction radios on the System.

C. Annual Deficit. Each Member Jurisdiction's share of any Annual Deficit shall be based on the formulas for determining its share of Capital Costs or Operating Costs, or a combination of both formulas as appropriate, depending on the type of costs constituting the Annual Deficit. Any unforeseen Operating Costs not included in the Annual Budget shall be treated as part of the Annual Deficit.

D. The total share of annual Capital Costs, Operating Costs, and Annual Deficit attributable to each Member Jurisdiction pursuant to the formulas set forth in this section shall constitute each Member Jurisdiction's respective "Pro Rata Share", which shall be set forth in the Annual Budget.

E. The Pro Rata Shares shall be re-calculated each fiscal year based on the methodology set forth in this section. However, if the Pro Rata Shares are not re-calculated in any particular fiscal year, then the Pro Rata Shares from the prior fiscal year shall continue to remain in effect.

F. For the purposes of determining each Member Jurisdiction's share of Operating Costs in subsection B, the number of radios shall be based on the total number attributable to each Member Jurisdiction as of July 1, in the fiscal year prior to the fiscal year for which the Annual Budget is being adopted.

G. Hand held and mobile radios for use on the System shall be purchased and owned separately by each respective Member Jurisdiction, unless otherwise agreed to by the Parties.

Section 4.8. System Customers. With approval of the Board, the Council may contract with System Customers for the use of the System. System Customers shall pay a proportional share of the Board's annual Operating Costs, based on the number of radios the System Customer uses on the System as a percentage of the total number of radios on the System, or as may otherwise be required by the Board. Any amounts received from System Customers shall be used for the Project or System. Such amounts may be used to offset Member Jurisdiction's Pro Rata Shares

or any other payment obligations or expenses under this Agreement. However, such amounts shall in no way relieve any Member Jurisdiction of its obligations under this Agreement.

Unless otherwise agreed to in writing by the Board, individual hand held and mobile radios shall be purchased directly by each System Customer and shall remain the property of the System Customer.

Section 4.9. Annual Budget. On or before November 1 of each year the Board shall adopt a budget to cover all anticipated Operating Costs, Capital Costs and Annual Deficit for the ensuing fiscal year ("Annual Budget"), and communicate to each Member Jurisdiction the respective Pro Rata Shares due for the ensuing fiscal year. The Board shall itemize each Member Jurisdiction's Pro Rata Share by category of costs (Capital, Operating, Annual Deficit). Each Member Jurisdiction shall include its Pro Rata Share, as adopted in the Annual Budget and communicated by the Board, in its proposed annual budget for consideration by its governing body.

Section 4.10. Member Jurisdiction Payments. Each Member Jurisdiction agrees to pay its Pro Rata Share to the Council by July 30 each year.

Section 4.11. Reserve Accounts. Member Jurisdictions agree to appropriate monies into and maintain reserve accounts as may be required by the terms of any financing for the Project, to cover a certain percentage of Capital Costs, Operating Costs or other Project expenses as determined by the Board to be appropriate.

Section 4.12. City of Bedford; Reversion to Town Status. As of the execution of this Agreement, the City of Bedford has plans to revert to town status. Such reversion shall not affect the rights and obligations hereunder or any other agreement related to the Project or the System to which the City of Bedford is a party as of the date such Reversion becomes effective, unless agreed to in writing by the Parties. As long the Pro Rata Share attributable to the County and Town of Bedford combined continues to be paid in full (by either or both of such county and town), then the Parties agree to amend this Agreement in the event of the City of Bedford reverting to town status in order for this Agreement to be consistent with relevant terms and conditions of any reversion agreement(s) between Bedford County and City/Town of Bedford.

Section 4.13. Lease of tower space or radio spectrum. The Board, by majority vote and with the approval of the member of the Board from the jurisdiction where the tower is located, may lease space for the collocation of equipment on any System tower by entities that are not Member Jurisdictions or System Customers. Additionally, the Board may lease available radio spectrum to entities that are not Member Jurisdictions or System Customers. The Council agrees that in the event the System tower or System radio spectrum is owned by the Council, that it shall enter into any lease or co-location agreement approved by the Board pursuant to this section.

Section 4.14. Distribution of revenues from tower co-location or spectrum leases. Any revenues generated from the lease of System tower space or radio frequency spectrum shall either be used directly for the Project and System, or the Board may vote to divide such revenues according to the respective shares of Capital Costs set forth in Section 4.7.A and distribute them accordingly to the Member Jurisdictions. If there is outstanding indebtedness attributable to the Bonds at the time of the distribution, then such distribution shall be subject to the terms and conditions of the Bonds and any security therefor.

Section 4.15. Distribution of Operating Revenues. Operating revenues shall be used to pay Operating Costs, and to the extent appropriate be used as a credit towards Member Jurisdictions' respective Pro Rata Shares, once apportioned, or any other payment obligations or expenses under this Agreement. However, such amounts shall in no way relieve any Member Jurisdiction of its obligations under this Agreement.

ARTICLE V REGION 2000 LOCAL GOVERNMENT COUNCIL RIGHTS AND DUTIES; OWNERSHIP OF SYSTEM

Section 5.1. Fiscal Responsibilities. The Council shall be the fiscal agent with regard to the Project and the System unless the Member Jurisdictions exercise their authority under Section 5.6. The Council shall deposit all Operating Revenues to a separate account or accounts established solely for the purposes of paying for all costs associated with the Project and the System. The Council shall not be liable or responsible for costs or other payments that are the responsibility of the Member Jurisdictions. The Executive Director is authorized to act on behalf of the Council in order to fulfill the responsibilities set out in this section. Pursuant to the Council's responsibilities as fiscal agent under this Agreement, the Council shall:

- (i) Procure, upon approval by the Board, all contracts with vendors, service providers, contractors, engineers, attorneys, governmental agencies or other entities related to the Project and the System;
- (ii) Provide professional, technical and clerical support to the Board on all matters related to planning, operations, monitoring, oversight, and evaluation of the Radio Board programs, activities and services as directed by the Board;
- (iii) Assist the Board in developing an operations budget for the Board's approval and submission to the Member Jurisdictions;
- (iv) Receive, account for and manage all of the Board's finances, including but not limited to accounts payables and receivables, audits and bond-related finances;

- (v) Provide grant writing and management services;
- (vi) Provide administrative staffing services for Board meetings; and
- (vii) Perform such other duties as may be assigned by the Board from time to time.

Section 5.2. Ownership and Disposal of System and Project Facilities. Upon the Effective Date, the Member Jurisdictions shall transfer to the Council title to all 1996 Assets. The Council shall be the owner of and hold title to the System Facilities purchased with the Bonds, including the 1996 Assets, until such time as the Bonds are fully paid. Upon repayment of the Bonds, ownership of the System Facilities purchased with the Bonds and the 1996 Assets shall transfer to the Member Jurisdictions, who shall own jointly own such assets in proportion to the respective shares of Capital Costs set forth in Section 4.7. However, the Board, by unanimous vote, may agree for the Council to continue holding title to such assets.

Except as otherwise provided in the event of dissolution under Section 2.3, unanimous approval of the Board shall be required for the Council to sell, transfer or otherwise dispose of any of the System or Facilities to which it holds title. Upon such sale or disposal, any income derived therefrom shall be distributed to the Member Jurisdictions in proportion to the respective shares of Capital Costs set forth in Section 4.7.

Section 5.3. Continued access to towers. In the event that a Member Jurisdiction owns the land on which a System tower is located, or owns the land and the tower, then such Member Jurisdiction shall allow access over and across such property, at no cost, to the Board, the other Member Jurisdictions, the Council and any employee, contractor or agent thereof for the purposes of accessing such tower in the course of operating and maintaining the System.

Section 5.4. Ownership of Portable and Mobile Radios. Individual hand held and mobile radios shall be purchased directly from the vendor by each Member Jurisdiction and shall remain the property of the purchasing locality. Notwithstanding the above, the parties may agree to finance such equipment through Council-issued debt. In that case, such hand held and mobile radios shall be owned by the Council until such time as the debt is paid in full at which point such ownership of such equipment shall transfer to the appropriate Member Jurisdiction. Any Member Jurisdiction financing radios through the Council shall be solely responsible to the Council for the repayment of all associated debt and other expenses.

Section 5.5. Decisions Requiring Consent of Council.

- (a) Any amendment of this Agreement.

- (b) Any issuance of Bonds by the Council in relation to the Project, if the funds to cover such obligation have not previously been appropriated to the Board as a part of its Annual Budget or otherwise.

Section 5.6. Discharge of Fiscal Agent. The Member Jurisdictions, by majority vote, may discharge the Council as fiscal agent at any time during the initial term of this Agreement or during any extended term. Such discharge shall not affect Council's rights and obligations as the issuer of the Bonds.

ARTICLE VI PROJECT FINANCING

Section 6.1. Project Financing.

- (a) **General.** As soon as practicable after the retirement of the 1996 Bonds, the Council shall proceed to secure financing for the costs of the Project and its acquisition, construction and equipping. The Council shall, with all reasonable dispatch after Project costs are established, issue and sell the Bonds pursuant to the authority granted to it under the Act in an amount, together with other available funds, which will be sufficient to pay the costs of the Project, including the repayment of any interim financing; provided, however, that nothing contained in this Agreement shall require the Council to issue the Bonds other than upon terms deemed reasonable by it and in accordance with the terms of this Agreement, or other agreement relating to the Bonds. Any issuance of Bonds for the Project shall require unanimous approval by the Board in addition to approval of the Council.
- (b) **Moral Obligation.** Each Member Jurisdiction hereby agrees that it has a moral, but non-binding, obligation to pay the Debt Service Payments in the event that the Council fails to make such payments. As such, each Member Jurisdiction agrees to direct its chief administrative officer to include in each proposed annual general fund budget submitted to the governing bodies for the Member Jurisdictions an amount equal to its share of the Debt Service Payments, as a component of Capital Costs, determined pursuant to section 4.7. Each Member Jurisdiction agrees to consider whether to include such amounts in its final general fund budget for the ensuing fiscal year.

Further, each Member Jurisdiction agrees to direct their chief administrative officer to submit a budget amendment or other appropriate ordinance or resolution to the respective governing body whenever the chief administrative officer receives a notice from the Council that there is a Shortfall as described in paragraph (c) below. Each Member Jurisdiction agrees to consider whether to make an appropriation to the Council in the amount requested each time that such a budget amendment or other appropriate ordinance or resolution is presented to it.

The obligation of the respective governing bodies to consider making any such appropriations constitutes neither a debt of the Member Jurisdictions within the meaning of any constitutional or statutory limitation nor a lien or charge upon any property or funds of such Member Jurisdiction. The governing body for each Member Jurisdiction has full discretion as to whether it wishes to make any such appropriation.

(c) Notification of Shortfall to Member Jurisdictions. Until the Bonds have been paid in full, the Council will ascertain whether it has or is likely to have on hand Operating Revenues sufficient to pay the principal of and interest due on the Bonds during the next succeeding Fiscal Year. If sixty (60) days prior to a Debt Service Payment being due, the Council determines that it does not and will not have on hand an amount sufficient to make such payment, then it will immediately notify the chief administrative officer of each Member Jurisdiction of the amount of any expected shortfall ("Shortfall") and request each to submit to their respective governing bodies immediately a budget amendment or other appropriate ordinance or resolution described in paragraph (b) above in an amount equal to the amount of the deficiency. When ascertaining whether it has or will have a sufficient amount on hand, the Council may take into account moneys in the Board accounts created pursuant to this Agreement, to extent such moneys have not been and need not be allocated to other expenditures on the Project or System.

(d) Payment upon Appropriation. If any Member Jurisdiction agrees to make a payment under this section, then it shall make such payment directly to the Council. The Council agrees that once it has received a payment from the Member Jurisdiction pursuant to its Moral Obligation Agreement, it shall immediately transfer the amount of such payment to the holder or holders of the Bonds, as appropriate, to be applied to the payment of the principal of and interest on the Bonds.

(e) Council not bond issuer after debt retired. Notwithstanding any other provision herein to the contrary, once the Bonds are paid in full, the Council's rights and duties as the Bond issuer shall terminate and shall be assumed by the Member Jurisdictions.

Section 6.2. Reimbursement Resolution. Member Jurisdictions and Council agree that any funds advanced by Member Jurisdictions for Capital Expenditures, Operating Costs or other costs related to the Project in advance of the Bonds being issued may be reimbursed out of the proceeds of the Bonds to such Member Jurisdiction. The Council may execute a Resolution or other agreement required to effectuate this provision.

ARTICLE VII SYSTEM USE AND OPERATION

Section 7.1. Use of Emergency Communications System by Member Jurisdictions. Member Jurisdictions shall have exclusive rights to use the System; except that other entities, including System Customers shall be entitled to use the System pursuant to terms and conditions as may be established by the Board. Each Member Jurisdiction shall use the System as its primary emergency communications network as long as this Agreement is in effect, and as long as there are any outstanding Bonds on the Project. Failure to utilize the System as its primary emergency communications network shall not relieve any Member Jurisdiction of its duties and obligations under this Agreement unless agreed to in writing by all Parties. Notwithstanding the above, Member Jurisdictions may utilize other emergency communications network in emergency situations or as otherwise required to meet the public safety needs of such Member Jurisdiction, as long as the Member Jurisdiction continues to use the System as its primary emergency communications network.

Section 7.2. Reserved.

Section 7.3. Liability of Council. The financial obligations of the Council with regard to the Project and the System are not general obligations of the Council but are limited obligations payable solely from payments from the Member Jurisdictions. No director, officer, employee or agent of the Council shall be personally liable for the Council's obligations hereunder. The Council shall not be liable for the actions of any Member Jurisdiction.

**ARTICLE VIII
DEFAULT AND REMEDIES**

Section 8.1. Default by Council. Notwithstanding the provisions of Section 7.3 or any other provisions to the contrary, the occurrence of any one or more of the following events will constitute an "Event of Default" by the Council ("Council Default") and the Member Jurisdictions may pursue any appropriate legal or equitable action against the Council as a result of any such default that is not cured as provided below:

- (a) Failure of the Council to pay principal or interest when due on any Bonds or other temporary or permanent financing for the Project issued or obtained by the Council pursuant to this Agreement when all required monies for such payment have been paid to the Council by the Member Jurisdictions;
- (b) The Council is for any reason rendered incapable of performing any of its material obligations under this Agreement;
- (c) The Council makes an assignment of all or a portion of its obligations under this Agreement without the prior consent of the Member Jurisdictions;

- (d) The Council defaults on any of its material obligations under any agreement pursuant to which any Bonds, or other temporary or permanent financing for the Project are issued or obtained by the Council pursuant to this Agreement and such default is not cured within the applicable cure period;
- (e) Any proceeding is instituted, with the consent or acquiescence of the Council, for the purpose of effecting a compromise between the Council and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the funds of the Council; or
- (f) The Council defaults in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in this Agreement, and the default continues for 30 days after written notice specifying the default and requiring it to be remedied has been given to the Council by any Member Jurisdiction, unless the curing of such default is being diligently pursued, but in no event more than 60 days following such notice of default.

Section 8.2. Default by Member Jurisdictions. The occurrence of any one or more of the following events will constitute an "Event of Default" by any Member Jurisdiction ("Member Jurisdiction Default"):

- (a) Failure of any Member Jurisdiction to pay its Pro Rata Share when due under this Agreement;
- (b) Any Member Jurisdiction is for any reason rendered incapable of performing any of its material obligations under this Agreement;
- (c) Any proceeding is instituted, with the consent or acquiescence of any Member Jurisdiction, for the purpose of effecting a compromise between such Member Jurisdiction and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the funds of such Member Jurisdiction; or
- (d) Any Member Jurisdiction defaults in the due and punctual performance of any of the other covenants, conditions, agreements, and provisions contained in this Agreement, and the default continues for 30 days after written notice specifying the default and requiring it to be remedied has been given to such Member Jurisdiction by another Member Jurisdiction or by the Council, unless the curing of such default is being diligently pursued, but in no event more than 60 days following such notice of default.

Any Member Jurisdiction in default of this Agreement shall not be entitled to vote on the Board. Moreover, upon a majority vote of the non-defaulting members of the Board, access to and use of the System by the defaulting Member Jurisdiction may be limited or discontinued until such default is cured.

Section 8.3. Remedies of Member Jurisdictions. Upon the occurrence of any default, any party, after giving notice of such default to all parties, may bring suit by mandamus or other appropriate proceeding to require the defaulting party to perform its duties under the Act and this Agreement or to enjoin any acts in violation of the Act or this Agreement.

Section 8.4. Remedies of Council. Upon the occurrence of a Member Jurisdiction Default, the Council, after giving notice of such Member Jurisdiction Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the Member Jurisdiction to perform its duties under the Act and this Agreement or to enjoin any acts in violation of the Act or this Agreement.

Section 8.5. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute.

ARTICLE IX MISCELLANEOUS

Section 9.1. Entire Agreement; Modification. This Agreement represents the entire agreement between the Member Jurisdictions and the Council and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall govern the relations between the Council and the Board, and shall supersede all other representations or agreements, either written or oral, unless otherwise agreed to by the Parties or required by law.

Section 9.2. Assignment. No assignment of this Agreement, or any right occurring under this Agreement, shall be made in whole or part by any Member Jurisdiction without the Parties' express written consent.

Section 9.3. Partnership. Nothing herein shall be construed to constitute a joint venture between the Council and any Member Jurisdiction or the formation of a partnership.

Section 9.4. Severability. If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section had not been contained in it.

Section 9.5. Notices. All notices, certificates, requests or other communications under this Agreement must be in writing and will be deemed given, unless otherwise required, when either mailed by first-class U.S. Mail, postage prepaid, or delivered by hand, to the address set forth below:

If to Council: Region 2000 Local Government Council
Executive Director
828 Main Street – 12th Floor
Lynchburg, VA 24504

If to City of Bedford: Bedford, Virginia
City Manager
P.O. Box 807
Bedford, VA 24523

If to City of Lynchburg: Lynchburg, Virginia
City Manager
900 Church Street
Lynchburg, VA 24504

If to County of Amherst: Amherst County, Virginia
County Administrator
PO Box 390
Amherst, VA 24521

If to County of Bedford: Bedford County, Virginia
County Administrator
122 East Main Street, Suite 202
Bedford VA 24523

The parties may by notice given under this Section designate such other addresses as they may deem appropriate for the receipt of notices under this Agreement. If, by reason of the suspension of or irregularities in regular mail service, it is impractical to mail notice of any event when notice is required to be given, then any manner of giving notice which is satisfactory to the intended recipient will be deemed to be sufficient.

Section 9.6. Representations as to Ability to Perform. The Council is not a party to any legal, administrative, arbitration or other proceeding or controversy pending, or, to the best of the Council's knowledge threatened, which would materially adversely affect the Council's ability to perform under this Agreement. Each Member Jurisdiction represents as to itself that it is not a party to any legal, administrative, arbitration, or other proceeding or controversy pending, or, to the best of its knowledge, threatened, which would materially and adversely affect its ability to perform under this Agreement.

Section 9.7. Further Documents and Data. The parties to this Agreement will execute and deliver all documents and perform all further acts that may be reasonably necessary to perform the obligations and consummate the transactions contemplated by this Agreement.

Section 9.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will be an original, and the counterparts taken together will constitute one and the same instrument.

Section 9.9. Tax Exemption Covenant.

- (a) **General.** Each Member Jurisdiction understands and acknowledges that the Council may issue Bonds or other obligations the interest on which will be treated as tax exempt under Federal income laws and regulations, including but not limited to the Internal Revenue Code of 1986, as amended (the "Tax Code"). In reliance on the financing provided by the issuance of such Bonds, each Member Jurisdiction agrees that it will not directly or indirectly use or permit the use of any of the proceeds received pursuant to the Bonds, in such manner as would, or enter into, or allow any other person or entity to enter into, any arrangement, formal or informal, that would, or take or omit to take any other action that would, cause interest on the Bonds to be includable in gross income for federal income tax purposes or to become a specific item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations.
- (b) **Use of Proceeds.** Neither the Council nor any Member Jurisdiction shall knowingly (a) take any action, or approve the making of any investment or use of the proceeds of the Bonds (including failure to spend the same with due diligence) or taking any other action, which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or (b) barring unforeseen circumstances, approve the use of the proceeds from the sale of the Bonds otherwise than in accordance with the Authority's "non-arbitrage" certificate given immediately prior to the issuance of such Bonds.
- (c) **Preservation of Tax Exempt Status of Interest, Representation, Warranties and Covenants.** The Council and each of the Member Jurisdictions agree that neither of them shall allow the use by or lease or sublease of the Project, the Facilities or the System, or any portion thereof, to any entity other than the Commonwealth of Virginia, a city, a county or a town, or any agency or political subdivision thereof, without an opinion of Bond Counsel that such sublease or other availability would not adversely affect the status of the interest on the Bonds for federal income tax purposes. The Council and each Member Jurisdiction covenant that the Project, the Facilities and the System shall not be used in a manner that would permit the proceeds of the Bonds to be used in any manner that would result in (a) 10% or more of such proceeds being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Tax Code, provided that no more than 5% of such proceeds may be

used in a trade or business unrelated to the Council's or any Member Jurisdiction's use of the Project, Facilities or System, (b) 5% or more of such proceeds being used with respect to any "output facility" (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Tax Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than governmental unit, as provided in Section 141(c) of the Tax Code; provided, however, that if the Council receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on the Bonds from being includable in the gross income for Federal income tax purposes of the registered owner thereof under existing law, the Council and the Member Jurisdictions need not comply with such covenants.

(d) Financial Records and Statements. The Council and the Member Jurisdictions shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted accounting principles, consistently applied, of all its business and affairs. The Council and each of the Member Jurisdictions shall have an annual audit of their respective financial conditions made by an independent certified public accountant within 180 days after the end of each Fiscal Year and shall furnish to Council, in an electronic format, copies of the report of such accountant immediately after such report is submitted to each Member Jurisdiction. Such report shall include statements in reasonable detail, certified by such accountant, reflecting the Member Jurisdiction's financial position as of the end of such Fiscal Year and the result of its operations and changes in the financial position of such Member Jurisdiction's funds for the Fiscal Year.

(e) Continuing Disclosure. Each Member Jurisdiction agrees that so long as any Bonds are outstanding, if required under any Indenture or other agreement related to the issuance of the Bonds, to provide financial and event information to the Council for submission to a national municipal securities information repository (NMSIR) which is required to be disclosed on a continuing basis, within the time frames required for such disclosure under Rule 15c2-12, as it may be amended from time to time, under the Securities Exchange Act of 1934, as amended and any similar rules of the Securities and Exchange Commission relating to disclosure requirements in the offering and sale of municipal securities, all as in effect from time or that may be promulgated by the Municipal Securities Rulemaking Board.

Section 9.10. Litigation. Any litigation involving this Agreement or the operation of the Council or the Member Jurisdictions shall be brought only in the Circuit Court or District Court for one of the Member Jurisdictions.

Section 9.11. Representations and Warranties. Each of the parties hereto makes the following representations and warranties, all of which shall continue for the duration of this Agreement:

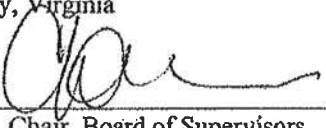
Section 9.11. Representations and Warranties. Each of the parties hereto makes the following representations and warranties, all of which shall continue for the duration of this Agreement:

- a) It has the full power and authority to enter into this Agreement and to consummate and carry out the transaction contemplated herein. It has taken or will take all necessary action required by this Agreement and other applicable agreements and laws in connection therewith.
- b) It has duly authorized the execution and delivery of this Agreement.

Section 9.12. Headings. The headings of sections throughout this Agreement are intended solely to facilitate reading. Such captions shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be signed as dated below.

Amherst County, Virginia

By: 

Chair, Board of Supervisors

Bedford County, Virginia

By: _____
Chairman, Board of Supervisors

City of Bedford, Virginia

By: _____
Mayor

City of Lynchburg, Virginia

By: _____
Mayor

Region 2000 Local Government Council

- a) It has the full power and authority to enter into this Agreement and to consummate and carry out the transaction contemplated herein. It has taken or will take all necessary action required by this Agreement and other applicable agreements and laws in connection therewith.
- b) It has duly authorized the execution and delivery of this Agreement.

Section 9.12. Headings. The headings of sections throughout this Agreement are intended solely to facilitate reading. Such captions shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be signed as dated below.

Amherst County, Virginia

By: _____
Chair, Board of Supervisors

Bedford County, Virginia

By: Kathleen D. Gray
County Administrator

Approved As To Form:

Date: 15 DECEMBER 2011
[Signature]
County Attorney

City of Bedford, Virginia

By: _____
Mayor

City of Lynchburg, Virginia

By: _____
City Manager

Region 2000 Local Government Council

By: _____
Executive Director

a) It has the full power and authority to enter into this Agreement and to consummate and carry out the transaction contemplated herein. It has taken or will take all necessary action required by this Agreement and other applicable agreements and laws in connection therewith.

b) It has duly authorized the execution and delivery of this Agreement.

Section 9.12. Headings. The headings of sections throughout this Agreement are intended solely to facilitate reading. Such captions shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be signed as dated below.

Amherst County, Virginia

By: _____
Chair, Board of Supervisors

Bedford County, Virginia

By: _____
Chairman, Board of Supervisors

City of Bedford, Virginia

By: Willard D. Gray
Mayor

City of Lynchburg, Virginia

By: _____
City Manager

Region 2000 Local Government Council

By: _____
Executive Director

- a) It has the full power and authority to enter into this Agreement and to consummate and carry out the transaction contemplated herein. It has taken or will take all necessary action required by this Agreement and other applicable agreements and laws in connection therewith.
- b) It has duly authorized the execution and delivery of this Agreement.

Section 9.12. Headings. The headings of sections throughout this Agreement are intended solely to facilitate reading. Such captions shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be signed as dated below.

Amherst County, Virginia

By: _____
Chair, Board of Supervisors

Bedford County, Virginia

By: _____
Chairman, Board of Supervisors

City of Bedford, Virginia

By: _____
Mayor

City of Lynchburg, Virginia

By: Kimball P. [Signature]
City Manager

Region 2000 Local Government Council

By: _____
Executive Director

a) It has the full power and authority to enter into this Agreement and to consummate and carry out the transaction contemplated herein. It has taken or will take all necessary action required by this Agreement and other applicable agreements and laws in connection therewith.

b) It has duly authorized the execution and delivery of this Agreement.

Section 9.12. Headings. The headings of sections throughout this Agreement are intended solely to facilitate reading. Such captions shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be signed as dated below.

Amherst County, Virginia

By: _____
Chair, Board of Supervisors

Bedford County, Virginia

By: _____
Chairman, Board of Supervisors

City of Bedford, Virginia

By: _____
Mayor

City of Lynchburg, Virginia

By: _____
Mayor

Region 2000 Local Government Council

By: Gay F. Christen
Executive Director

**First Amendment to the 2011
Emergency Communications Regional Cooperation Agreement**

**Agreement to Add Campbell County to the
Central Virginia Radio Communications Board
And to the Regional Emergency Communications System**

WHEREAS, Amherst County, Bedford County, the City of Bedford (now the Town of Bedford), the City of Lynchburg and Virginia's Region 2000 Government Council (now called the Central Virginia Planning District Commission) (collectively the "Original Members") entered in a Regional Cooperative Agreement (the "Original Agreement") in December 2011 for the financing and operation of a regional public safety communication system (the "System"); and

WHEREAS, Campbell County desires to become a Member Jurisdiction, as that term is defined in the Original Agreement, and to participate in the System, which requires the unanimous approval of the governing bodies of the Original Members, the Central Virginia Planning District Commission ("CVPDC") and Campbell County.

NOW THEREFORE, IT IS AGREED by the parties as follows:

1. **Membership.** Upon the approval of this Amendment by the Boards of Supervisors of Campbell County, Amherst County and Bedford County, the Town Council of the Town of Bedford, the City Council of the City of Lynchburg and the board of the CVPDC, Campbell County shall become a Member Jurisdiction of the System as that term is defined in the Original Agreement.
2. **Board Membership.** Upon the approval of this Agreement by all parties, Campbell County shall appoint one representative to serve on the Region 2000 Radio Communications Board, now known as the Central Virginia Radio Communications Board (the "Radio Board") pursuant to Section 4.2 of the Original Agreement. Campbell County may also appoint an alternate for that member who shall be entitled to vote in the member's absence. The member shall be the chief public safety communications officer from Campbell County unless the County does not have one, in which case it shall be the chief law enforcement officer.
3. **Payment of Capital Costs by Campbell County.** The Original Members purchased the System through bonds issued by CVPDC, which bonds are scheduled to be paid off in 2027. In lieu of paying a prorated share of the Capital Costs as defined in the Original Agreement and as set out in Section 4.7 of that agreement, Campbell shall pay its portion of the capital costs of the System through a one-time payment of One Million Six Hundred Twenty Thousand Eight Hundred Eighty Three Dollars (\$1,620,883) ("Capital Payment"). The Capital Payment shall be due within 30 days of the approval of this Amendment by the last party listed in paragraph 1, *supra*. The Capital Payment shall be made to CVPDC and may be applied as approved by the Radio Board for the repayment of debt on the System or for other purposes within the scope of the Original Agreement. In the event that Campbell County adds more than 535 active radios to the System within the first three years after System Acceptance, then Campbell County is obligated to pay

CVPDC an additional \$3,242.00 for each radio it adds to the System above 535 ("Supplemental Capital Payment") within 60 days of the additional radio becoming active on the CVPDC system. The obligation for Campbell County to pay the Supplemental Capital Payment will terminate three years after System Acceptance. Other than the Supplemental Capital Payment required for new radios as stated herein, Campbell County shall not be responsible for the annual payment of costs defined in Section 4.7 of the Original Agreement. The Supplemental Capital Payment amount shall be adjusted each year according to the applicable U.S. Consumer Price Index. The Capital Payment and any Supplemental Capital Payments shall be the only capital contributions required by Campbell County until such time as the next bonds are issued or new debt is otherwise incurred by agreement of Radio Board Member Jurisdictions for System upgrades. Once the current CVPDC Bonds are paid in full, Campbell County shall not be required to make any further Supplemental Capital Payments for additional radios added to the system.

4. Towers and Equipment. There will be a need for new communications equipment to be placed on and around six towers as part of Campbell County becoming a member of the System. Campbell County agrees to pay for all such equipment, any required tower structural analysis and any necessary upgrades of all such towers, whether owned or controlled by Campbell County or owned or controlled by CVPDC or other Member Jurisdictions, including but not limited to all radio transmitters, receivers, cables, grounding and electrical improvements and other equipment necessary for these towers ("Campbell County Upgrades"). Campbell County agrees to negotiate and guarantee that the Radio Board has access to all towers and tower sites that will be a part of the Campbell County Upgrades. Campbell County shall provide all equipment lists to the Radio Board and approval of the Radio Board is required prior to installation. Additionally, locations of equipment installation on towers and in shelters at those tower sites owned or controlled by CVPDC or other Member Jurisdictions requires the approval of the Radio Board prior to installation. Campbell County also agrees, to the extent allowed by contract, to assign any necessary leases, co-location agreements, access rights, or other contracts or rights necessary to access and operate the System on such tower sites to CVPDC, to the extent such assets are owned by Campbell County, so that CVPDC has full ownership or control necessary for the Radio Board to properly operate, access and maintain the Campbell County Upgrades as a part of the System upon System Acceptance (as defined in Section 5). Existing Campbell County equipment associated with the towers must be in good working order prior to transfer CVPDC.

5. System Testing and Acceptance. Campbell County shall pay directly for all costs related to the necessary testing of the Campbell County Upgrades and their compatibility with and integration into the System ("System Testing"). Upon final acceptance of the Campbell County Upgrades into the System by Campbell County and the approval of the Radio Board ("System Acceptance"), CVPDC, through the Radio Board pursuant to the terms of the Original Agreement, shall be responsible for maintenance and providing for any additional equipment needed on such towers and at such tower sites. Campbell County shall authorize L3Harris and any other contractors it retains to perform System Testing to share equipment and testing information with the Radio Board prior to System Acceptance, and the Radio Board may conduct additional testing at its expense prior to System Acceptance.

6. Campbell County Radios. Campbell County agrees to purchase new radios that are compatible with the current radios used by the other Member Jurisdictions directly from L3Harris Technologies, Inc. ("L3Harris"), which is the contractor for the System currently in use and provides and maintains radios and associated System equipment for the other Member Jurisdictions. The radios purchased by Campbell County shall remain the property of Campbell County. Upon System Acceptance, CVPDC agrees that the Campbell County Radios shall be serviced and maintained through the CVPDC service agreement with L3Harris and Campbell County will be subject to its prorated share of Annual Operational Costs as defined in the Original Agreement.

7. Equipment Ownership and Transfer. Upon System Acceptance, Campbell County shall transfer ownership of all equipment associated with the Campbell County Upgrades, including but not limited to any associated buildings, shelters or other equipment associated with system operation to the CVPDC, and Campbell County agrees to execute any legal instruments required to effect such transfer. All equipment transferred to CVPDC upon System Acceptance shall be transferred back to Campbell County at the end of the term of this Agreement unless otherwise decided unanimously by the Radio Board as provided in the Original Agreement. Upon termination of this Agreement or upon dissolution pursuant to Section 2.3 of the Original Agreement or withdrawal by Campbell County pursuant to Section 2.2 of the Original Agreement, if Campbell County has paid in full all capital payments required herein, and unless otherwise agreed to by the Radio Board, then (i) all equipment installed at Campbell County's expense at the Campbell County Tower sites shall be transferred from CVPDC back to Campbell County, and (ii) Campbell County shall remove all System equipment it installed on the towers and in shelters owned or controlled by CVPDC or the other Member Jurisdictions, within 180 days of termination. If Campbell County leaves the System, Campbell County shall pay fair market value for any equipment and improvements made by CVPDC (and paid for by the Radio Board Member Jurisdictions) to the shelters or facilities at the Campbell County tower sites. Any property located in the central server at the City of Lynchburg or at the Bedford Communications Center shall remain the property of CVPDC.

8. New Console Furniture at Campbell Dispatch Center. The Radio Board agrees to install up to six new sets of console furniture at the Campbell Dispatch Center within one year after System Acceptance at a project cost not to exceed \$150,000. The console furniture shall be the property of Campbell County upon installation.

9. Term of Agreement. The term of the Original Agreement expires on December 31, 2031 and this Amendment shall have the same termination date. The Radio Board projects that the System will be functional through 2032, but that a significant upgrade to the System will be required at that time which it is expected will be funded through the issuance of new debt. No later than January 1, 2028, the parties agree to begin the negotiation of an extension of the term of the Agreement, including the terms for such future upgrades will be procured and financed.

10. Operational Costs. The Original Agreement defines Operational Costs, and states in Section 4.7 (B) that each Member Jurisdiction's share of Annual Operating Costs shall be based on the number of radios on the System attributable to the Member Jurisdiction as a percentage of

total Member Jurisdiction radios on the System. Campbell County shall be responsible for its share of Operational Costs based on this formula beginning as of the date of System Acceptance. If System Acceptance is during the middle of a fiscal year, Campbell County's share of Operational Costs for that year shall be pro-rated as of the date of acceptance.

11. Agreement with Other Terms of Original Agreement. By entering into this Agreement and becoming a Member Jurisdiction, Campbell County agrees to be bound by the terms and conditions of the Original Agreement, which is attached hereto and incorporated herein. The Original Agreement shall control, except as amended or stated otherwise herein. The definitions in the Original Agreement shall apply to this Amendment, as if reproduced fully herein.

12. Entire Agreement; Modification. This Agreement and the Original Agreement, as Applicable, represent the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, governing the relations between the parties, and superseding all other representations or agreements, either written or oral, unless otherwise agreed to by the parties or required by law.

13. Assignment. No assignment of this Agreement, or any rights occurring under this Agreement, shall be made in whole or part by any party express written consent of the other parties.

14. Partnership. Nothing herein shall be construed to constitute a joint venture between the parties or the formation of a partnership.

15. Severability. If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section had not been contained in it.

16. Notices. All notices, certificates, requests or other communications under this Agreement must be in writing and will be deemed given, unless otherwise required, when either mailed by first-class U.S. Mail, postage prepaid, or delivered by hand, to the address set forth below:

If to Commission:	Central Virginia Planning District Commission Executive Director 828 Main Street – 12 th Floor Lynchburg, VA 24504
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If to Town of Bedford:	Bedford, Virginia Town Manager P.O. Box 807 Bedford, VA 24523
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If to City of Lynchburg:	Lynchburg, Virginia City Manager 900 Church Street Lynchburg, VA 24504
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If to County of Amherst: Amherst County, Virginia
County Administrator
PO Box 390
Amherst, VA 24521

If to County of Bedford: Bedford County, Virginia
County Administrator
122 East Main Street, Suite 202
Bedford VA 24523

If to County of Campbell: Campbell County, Virginia
County Administrator
P.O. Box 100
Rustburg, VA, US 24588

The parties may by notice given under this Section designate such other addresses as they may deem appropriate for the receipt of notices under this Agreement. If, by reason of the suspension of or irregularities in regular mail service, it is impractical to mail notice of any event when notice is required to be given, then any manner of giving notice which is satisfactory to the intended recipient will be deemed to be sufficient.

17. Representations as to Ability to Perform. Each party represents as to itself that it is not a party to any legal, administrative, arbitration, or other proceeding or controversy pending, or, to the best of its knowledge, threatened, which would materially and adversely affect its ability to perform under this Agreement.

18. Further Documents and Data. The parties to this Agreement will execute and deliver all documents and perform all further acts that may be reasonably necessary to perform the obligations and consummate the transactions contemplated by this Agreement.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will be an original, and the counterparts taken together will constitute one and the same instrument.

20. Litigation. Any litigation involving this Agreement or the operation of the parties shall be brought only in the Circuit Court or District Court for one of the Member Jurisdictions.

21. Representations and Warranties. Each of the parties hereto makes the following representations and warranties, all of which shall continue for the duration of this Agreement:

- a) It has the full power and authority to enter into this Agreement and to consummate and carry out the transaction contemplated herein. It has taken or will take all necessary action required by this Agreement and other applicable agreements and laws in connection therewith.

b) It has duly authorized the execution and delivery of this Agreement.

22. Headings. The headings of sections throughout this Agreement are intended solely to facilitate reading. Such captions shall not affect the meaning or interpretation of this Agreement.

23. Effective Date. The Effective Date of this amendment shall coincide with the date of the approval of the last party.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be signed as dated below.

Amherst County, Virginia

By: _____ Date: _____
Chair, Board of Supervisors

Bedford County, Virginia

By: _____ Date: _____
Chairman, Board of Supervisors

Town of Bedford, Virginia

By: _____ Date: _____
Mayor

City of Lynchburg, Virginia

By: _____ Date: _____
City Manager

Campbell County, Virginia

By: Chad A. Mathis II Date: 06/19/2020
Chairman, Board of Supervisors

Central Virginia Planning District Commission

By: _____ Date: _____
Executive Director



Fire Department

800 Madison Street • Lynchburg • Virginia • 24504

www.lynchburgva.gov • P 434-455-6340

July 30, 2020

Melissa Foster; Director of Emergency Services
900 Church Street
Lynchburg, VA 24504

Director Foster:

Please accept this letter as affirmation of support for Campbell County Public Safety to be added to the Regional Radio System.

Campbell County becoming part of the regional system is beneficial in several ways. They join the many partner agencies in the city along with each contiguous county in becoming a more effective partner in communication and public safety. The subsequent benefit from an interoperability standpoint is almost immeasurable. This interoperability will greatly enhance communication between our department and Campbell County in the event that Mutual or Automatic Aid is necessary.

As the Fire Chief I cannot understate the great work you and your team have undertaken to move this project forward. I am in complete support of this enhancement to the Central Virginia Region and am looking forward to assisting you in any way possible.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Wormser". The signature is fluid and cursive, with the first name "Greg" and last name "Wormser" clearly distinguishable.

Greg Wormser; Fire Chief



905 Court Street • Lynchburg • Virginia • 24504
www.lyncburgva.gov/police

July 29, 2020

Melissa Foster
Director, Department of Emergency Services
3621 Candler's Mountain Road
Lynchburg, VA 24502

Ms. Foster:

As you are well aware, a public safety radio system is the lifeline of law enforcement on a daily basis. Having the ability to immediately communicate with our regional partners impacts our officers' safety as well as the safety of residents in the city of Lynchburg and surrounding counties.

The Lynchburg Police Department regularly partners with the Campbell County Sheriff's Office when one of our departments needs mutual aid, and we currently do not have the ability to immediately communicate with them over our regional radio system because they are not members. We strongly support Campbell County joining our regional radio system.

During the unrest our city experienced the week of May 31, I asked for assistance from the Campbell County Sheriff's Office. These events unfolded very quickly, and it was imperative for us to have immediate communication with all involved. Unfortunately, the Campbell County Sheriff's Office did not have the ability to communicate with us through our regional radio system until we borrowed extra radios for their use.

This is a recent example of a critical incident where having this system in place would have facilitated a more efficient response. There are countless other calls for service that occur on a regular basis where interoperability is crucial to resident and officer safety.

Sincerely,

Ryan M. Zuidema
Chief of Police

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **August 11, 2020**

AGENDA ITEM #: **22**

CONSENT:
ACTION: **X**

REGULAR: **X**
INFORMATION:

WORK SESSION:

CLOSED SESSION:
(Confidential)

ITEM TITLE: Virginia Office of Emergency Medical Services – Rescue Squad Assistance Fund Grant to purchase four Lucas 3 Chest Compression Devices and one Simulation Mannequin.

KEY ELEMENTS:

___Economic Development ___Excellent Government ___Natural and Built Environment **X**Safe Community ___Vibrant Community

RECOMMENDATION: Adopt a resolution to amend the FY 2021 City/Federal/State Aid Fund budget and appropriate \$59,586 with resources of \$29,793 from the Virginia Office of Emergency Medical Services – Rescue Squad Assistance Fund (RSAF) and \$29,793 from the FY 2021 General Fund Fire Department budget to purchase (4) Lucas 3 chest compression devices for the Fire Department.

SUMMARY: The Virginia Office of Emergency Medical Services (EMS) awards grant funding to EMS agencies for the purpose of obtaining and maintaining emergency vehicles and equipment; providing EMS management, leadership, and advanced life support training; and achieving other goals that support the enhancement of community EMS services.

The Fire Department has been awarded RSAF grant funds to purchase four (4) Lucas 3 chest compression devices. The Lucas 3 chest compression devices will replace current in-service devices which have exceeded the manufacturer's recommended useful life.

The grant requires a local match. The Fire Department applied for these funds under a Hardship Request, which would have required the locality to pay 20 percent and RSAF would have paid 80 percent. However, the RSAF funds were awarded with a required 50 percent match. One Lucas 3 chest compression device cost \$14,896.50. With a total cost of \$59,586, the required local match is \$29,793. The match will be funded from the FY 2021 General Fund Fire Department budget.

PRIOR ACTION(S): March 24, 2020: Finance Committee approved of grant application

FISCAL IMPACT: \$29,793 in matching funds will be provided from the Fire Department's FY 2021 budget; no additional appropriation is required. Future funds will be needed for periodic maintenance of the equipment.

CONTACT(S): Fire Chief Greg Wormser, 455-6340
Deputy Chief Robert Lipscomb, 455-6352
Annette Pettyjohn, Fire Administrative Manager, 455-6368

ATTACHMENT(S): Resolution

REVIEWED BY: raw

090A

RESOLUTION:

BE IT RESOLVED that the FY 2021 City/Federal/State Aid Fund budget is amended and \$59,586 is appropriated with resources of \$29,793 from the Virginia Office of Emergency Medical Services – Rescue Squad Assistance Fund (RSAF) and \$29,793 from the FY 2021 General Fund Fire Department budget to purchase (4) Lucas 3 chest compression devices for the Fire Department.

Introduced:

Adopted:

Certified:

Interim Clerk of Council

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **August 11, 2020**

AGENDA ITEM #: **23**

CONSENT:
ACTION: **X**

REGULAR: **X**
INFORMATION:

WORK SESSION:

CLOSED SESSION:
(Confidential)

ITEM TITLE: 2020 US Department of Justice COPS Hiring Program

KEY ELEMENTS:

___ Economic Development ___ Excellent Government ___ Natural and Built Environment **X** Safe Community ___ Vibrant Community

RECOMMENDATION:

Adopt a resolution to amend the FY 2021 City/Federal/State Aid Fund budget and appropriate \$360,431 with resources of \$250,000 from the 2020 US Department of Justice, Office of Community Oriented Policing Services (COPS) Hiring Program, and the 30.6389% required local cash match of \$110,431 which will be paid as follows: Year One (\$ 27,608) FY 2021 Managed Vacancy Funds, Police Department General Fund; Year Two (\$36,442) FY 2022 Police Department General Fund budget; and Year Three (\$46,381) FY 2023 Police Department General Fund budget.

SUMMARY:

The Lynchburg Police Department (LPD) is eligible for \$250,000 from the US Department of Justice COPS Hiring Program 36-month grant. This grant requires a 30.6386% local match totaling \$110,431. The total grant cost over three years will be \$360,431.

The City must assume a progressively larger share of the cost of the award with local funds over the three-year period as part of the local cash match requirement. The breakdown of the \$110,431 local match is as follows: year one: 25% (\$27,608), year two: 33% (\$36,442) and year three: 42% (\$46,381).

This grant covers a 36-month period and requires that the two officers hired using the grant funds continue employment for a minimum of 12 months after the grant period ends. This grant pays for the salaries and benefits of these officers. The LPD will use this funding to hire two officers, which will increase our allocated sworn staffing from 174 to 176.

The focus of this grant is violent crime. We requested seven officers to create a full time Special Investigations Response Team (SIRT); however, we were awarded two officers, and are not able to create that team with the addition of only two positions.

The stipulations of the grant still will require these new positions to focus on violent crime, so we will assign these two officers to the LPD's Investigations Bureau. The first detective will focus on investigating violent crimes. This detective will work closely with other units inside the department to develop leads, conduct interviews with victims and witnesses, and ultimately arrest violent offenders. The second detective will focus on intelligence monitoring and violent crime data review. We will also use this position to focus on unsolved cases involving violent crime. Both detectives will work closely with our state and federal partners when needed as well as during high profile and interstate cases to make arrests and keep our community safe.

PRIOR ACTION(S):

Finance Committee, March 24, 2020 - Approval of application submission

FISCAL IMPACT:

\$110,431 over three years

Year one 25% (\$27,608), Year two 33% (\$36,442) and year three 42% (\$46,381)

CONTACT(S):

Chief Ryan M. Zuidema, 434-455-6171

Amy Lowe, Administrative Manager, Police Department, 455-6128

ATTACHMENT(S): Resolution

REVIEWED BY: bms

091A

RESOLUTION:

BE IT RESOLVED that the FY 2021 City/Federal/State Aid Fund budget is amended and \$360,431 is appropriated with resources of \$250,000 from the 2020 US Department of Justice, Office of Community Oriented Policing Services (COPS) Hiring Program, and \$110,431 from the following: Year One (\$27,608) FY 2021 Managed Vacancy Funds, Police Department General Fund; Year Two (\$36,442) FY 2022 Police Department General Fund budget; and Year Three (\$46,381) FY 2023 Police Department General Fund budget.

Introduced:

Adopted:

Certified:

Interim Clerk of Council

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **August 11, 2020**

AGENDA ITEM #: **24**

CONSENT:
ACTION: **X**

REGULAR: **X**
INFORMATION:

WORK SESSION:

CLOSED SESSION:
(Confidential)

ITEM TITLE: Physical Development Committee Guidelines

KEY ELEMENTS:

___Economic Development **X**Excellent Government ___Natural and Built Environment ___Safe Community ___Vibrant Community

RECOMMENDATION: Review and approve the attached guidelines for the operation of City Council's Physical Development Committee (PDC).

SUMMARY: The Physical Development Committee (PDC) reviews the guidelines every two years to ensure the committee is organized for a high degree of effectiveness and efficiency. City staff recommends a few minor changes as noted below.

PRIOR ACTION(S): July 14, 2020: Physical Development Committee reviewed and approved recommended changes

FISCAL IMPACT: None

CONTACT(S): Lee Newland – City Engineer – 455-3947
Gaynelle Hart – Director of Public Works – 455-4406

ATTACHMENT(S): Physical Development Committee Guidelines

REVIEWED BY: raw

089A

Lynchburg City Council

Physical Development Committee Guidelines

2020

General Purpose Statement

To guide the City in the execution of Council-adopted physical development policies; to review and serve as a filter in determining specific physical development actions to be considered by City Council; and, to review reports regarding physical development and capital projects to determine if any adjustments are necessary during the fiscal year.

To better facilitate the Physical Development Committee meetings, there are three types of agenda items: General Business, Other Information and Items to be considered later by the full City Council. Following are examples of items that may be included in each of these sections:

I. Items considered as General Business include:

1. Presentations by and requests from City departments, citizens, outside agencies and private entities including those seeking relief from City Code requirements (preliminary review) and City policies, such as utility connection fees;
2. Petitions for non-routine utility line extensions;
3. Reallocations (greater than \$100,000) of non-project specific Capital Budget appropriations.

II. Items considered as Other Information include:

Items that do not require immediate Committee action, but are to advise the Committee on upcoming items or issues. Examples include: quarterly and special reports regarding the status of the City's physical development including City capital projects and other items relating to the City's water and wastewater systems, ~~including the Combined Sewer Overflow (CSO) program.~~

III. Items to be considered later by the full City Council at a Regular City Council Meeting or Work Session include:

1. Street vacations and disposition of other real property;
2. Input into the planning and approach for the annual Capital Improvement Program;
3. Review and deliberations regarding the Proposed Capital Improvement Program;
4. Changes to the City Code relating to the physical development of the City;
5. City Council reports relating to the physical development of the City;
6. Demolition of City owned buildings;
7. Waivers of municipal property liens;
8. Leases and terms of leases (renewals will not come to PDC unless terms change);
9. License Agreements for R/W use (setting fees);
10. Grant applications for infrastructure;
11. Contracts that exceed 25% of bid amount.

IV. Committee Procedures Regarding Items from the General Public

In order to make the best use of the Committee's meeting time, requests for new items from the general public should be provided, preferably in writing, to the City Engineer ~~threetwo~~ weeks prior to the Committee's scheduled meeting date. This schedule will provide City staff with adequate time to prepare background information, if necessary, and provide this information to the Committee prior its meeting. Exceptions to this procedure will be made in emergency situations. The Chair of the Committee makes the final decision about which items are on the agenda. If the Chair is not available, the decision will be made by the City Engineer, who will contact the Chair as soon as he or she is available. The Chair of the Committee may require that citizens/petitioners hold their opening statements/remarks to five minutes.