

WORK SESSION AGENDA

- I. Welcome** *Stephanie T. Reed, Mayor*
- II. Work Session Agenda Overview** *Wynter C. Benda, City Manager*
- III. Work Session Agenda Items** *Wynter C. Benda, City Manager*
 - III.1.** Central Virginia Planning District Commission Annual Report
 - III.2.** Police Department Headquarter Construction Update
 - III.3.** Skilled Gaming: Blight and Safety Concerns
 - III.4.** UPDATE: Proposal for nineteen (19) apartments at 3146 and 3150 Wards Ferry Road.
- IV. Business Item Briefing(s)**
 - IV.5.** Blackwater CSO Tunnel - US Pipe Agreements
 - IV.6.** Jefferson Park and Tinbridge Hill Overlook - Dedications/Restrictions of Conserved Open Space Land
 - IV.7.** Flock Group, Inc. and City of Lynchburg - License Agreement & Contract
 - IV.8.** Fusus Public Safety Platform
- V. Roll Call**
 - V.9.** Councilmember Helgeson: Implement a City Council Vision Statement
 - V.10.** Councilmember Misjuns: Ordinance to prevent Lynchburg property to be used for elective abortions.
- VI. Closed Session**
 - VI.11.** Consideration of a closed meeting to discuss probable litigation (and other means of enforcement) to enforce the ban against “skill games” pursuant to §§ 2.2-3711(A)(7) and 2.2-3711(A)(8) of the Code of Virginia, 1950, as amended.

AGENDA ITEM SUMMARY

MEETING DATE

October 24, 2023

PRESENTED BY

AGENDA ITEM # III.1

Central Virginia Planning District Commission Annual Report

RECOMMENDATION

Information Only

SUMMARY

Alec Brebner, Executive Director of the Central Virginia Planning District Commission will provide an update on current CVPDC initiatives.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

N/A

CONTACT(S)

Greg Patrick, Deputy City Manager

ATTACHMENT(S)

1. 102423-LYH CVPDC update

REVIEWED BY



Alicia Finney, Clerk of Council

Date: October 19, 2023

CENTRAL VIRGINIA PLANNING DISTRICT COMMISSION



Update to Lynchburg City Council
Tuesday, October 24, 2023



CENTRAL VIRGINIA PLANNING DISTRICT



Amherst County

Jeremy Bryant, County Administrator
Drew Wade, Board of Supervisors



Appomattox County

Suzen Adams, County Administrator
Theodor Hopps, Board of Supervisors



Bedford County

Robert Hiss, County Administrator
John Sharp, Board of Supervisors



Campbell County

Frank Rogers, County Administrator
Charles Watts, Board of Supervisors



City of Lynchburg

Wyndie Bendis, City Manager
Jeff Hegelson, City Council
- Commission Vice-Chair



Town of Altavista

Gary Shansberger, Town Manager
Reggie Bennett, Vice-Mayor



Town of Amherst

Sara McCaffin, Town Manager
Mayor Dawayne Tuggle



Town of Appomattox

Mayor Richard Cormier
- Commission Chair
Terry McGhee, Town Manager
- Commission Treasurer



Town of Bedford

Bruce Johansson, Town Council
Bert Wiener, Town Manager



Town of Brookneal

Mayor (Vacant)
Russell Thurston, Town Manager



Lynchburg Regional Business Alliance

Megan Lucas, CEO



Virginia General Assembly

Senator Mark Peake



A COMMISSION WITH 23 MEMBERS

CVPDC INITIATIVES



CENTRAL REGION



CVPDC INITIATIVES



> ABC13 STUDIO

» APPOMATTOX CO.

**NEW PARTNERSHIP PROVIDING EDUCATIONAL
OPPORTUNITIES FOR VIRGINIANS**





CVPDC INITIATIVES

New Housing



Housing Rehabilitation

Town of Bedford welcomes homeowner to first completed Hilltop Community Revitalization Project house

Shannon Kelly Mar 29, 2023

1 of 2



Cathalia Wright is shown on the porch of her new house on Crenshaw Street on Wednesday. The house is the first to be completed of 10 in the ongoing Hilltop Community Revitalization Project in the Town of Bedford.
Shannon Kelly



CVPDC INITIATIVES

- Invest in brownfields for redevelopment
- Assist localities with development of infrastructure
- Develop strategies to mitigate flash flooding and improve the health of the James and Staunton Rivers
- Connect the region and its member local governments to state and national resources.





CVPDC CONTACT INFORMATION

- Questions? Call Alec Brebner, Executive Director at 434-845-3491
- Address: 828 Main St., 12th Floor, Lynchburg, VA 24504
- Website: CVPDC.org



facebook.com/CentralVaPDC



linkedin.com/company/cvpdc

AGENDA ITEM SUMMARY

MEETING DATE

October 24, 2023

PRESENTED BY

Clay Simmons, Deputy Director of Public Works

AGENDA ITEM # III.2

Police Department Headquarter Construction Update

RECOMMENDATION

Hear an update of the construction of the Police Department Headquarters

SUMMARY

The City of Lynchburg Police Department project consists of land acquisition, design and construction of a modern, state of the art building to meet the current and future law enforcement needs for the City of Lynchburg. The main building is three stories tall and will be 93,991 square feet in area once completed.

The scope of work includes the entire site development – stormwater, utility infrastructure, site grading, parking facilities (including a separate rolling asset building), site security, lighting, landscaping, and building construction – foundation and structure to the roof including all systems and finishes necessary to operate the building as a Police Department upon completion.

The Notice To Proceed was issued on October 14, 2022 and provides 847 days for the completion of construction. This would place the construction completion on or about February 7, 2025.

The project is currently well underway with site clearing/grading 95% complete, utilities (stormwater, water and sewer) run to the site, building foundation completed, structural slabs (all floors) 100% completed and steel erection 99% completed at this time. Framing and sheathing on the building exterior is underway as well as roof construction. Interior mechanical, electrical and plumbing systems are being installed at this time as well.

Overall, we estimate the project to be approximately 29% complete at this time.

PRIOR ACTION(S)

October 10, 2023- Physical Development Committee

June 13, 2023- Regular City Council Meeting- Capital Improvement Program approval

FISCAL IMPACT

Additional funding for maintenance will be required when occupied in February 2025.

CONTACT(S)

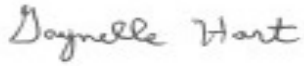
Clay Simmons, Deputy Director of Public Works

Gaynelle Hart, Director of Public Works

ATTACHMENT(S)

1. Police Department Update Powerpoint

REVIEWED BY



Gaynelle Hart, Director of Public Works

Date: October 17, 2023



Greg Patrick, Deputy City Manager

Date: October 19, 2023



Alicia Finney, Clerk of Council

Date: October 19, 2023



POLICE DEPARTMENT UPDATE

City Council Work Session
October 24, 2023



PROJECT OVERVIEW



Project consists of land acquisition, design and construction of a modern, state of the art building to meet the current and future law enforcement needs for the City of Lynchburg.

The main building is three stories tall and will be 93,991 square feet in area once completed.



FRONT (WEST) FAÇADE

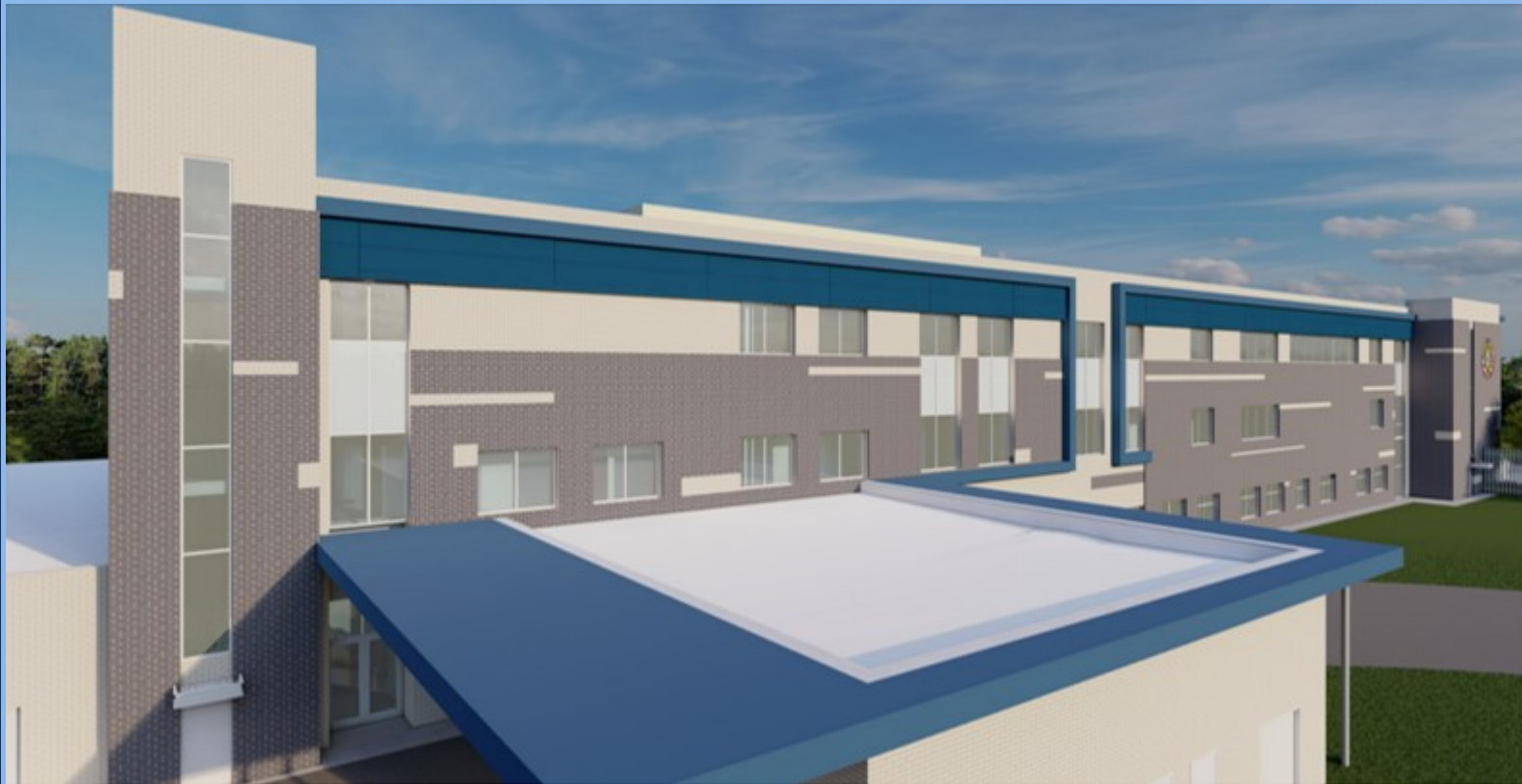


The Notice To Proceed was issued on October 14, 2022 and provides 847 days for the completion of construction. This would place the construction completion on or about February 7, 2025.

Project is currently on schedule.



NORTH FAÇADE



The scope of work includes the entire site development – stormwater, utility infrastructure, site grading, parking facilities (including a separate rolling asset building), site security, lighting, landscaping, and building construction – foundation and structure to the roof including all systems and finishes necessary to operate the building as a Police Department upon completion.



NORTH FAÇADE



The project is currently well underway with site clearing/grading 95% complete, utilities (stormwater, water and sewer) run to the site, building foundation completed, structural slabs (all floors) 100% completed and steel erection 99% completed at this time.



ROLLING ASSETS BUILDING



SOUTH/EAST FAÇADE



Framing and sheathing on the building exterior is underway as well as roof construction.

Overall, we estimate the project to be approximately 29% complete at this time.



ROOF PROGRESS



INTERIOR PROGRESS



INTERIOR PROGRESS



INTERIOR PROGRESS



Questions?



AGENDA ITEM SUMMARY

MEETING DATE

October 24, 2023

PRESENTED BY

Tom Martin, Acting Community Development
Director

AGENDA ITEM # III.3

Skilled Gaming: Blight and Safety Concerns

RECOMMENDATION

Staff will provide an overview of actions to address skilled gaming facilities, blight and safety concerns.

SUMMARY

Staff has reviewed concerns about stand-alone skilled gaming facilities and limited visibility into a number of businesses. The findings are that both are violations of city code. Staff will provide an update on steps being taken to address these concerns, as well as, how the recent Virginia Supreme Court ruling affects skilled gaming throughout the Commonwealth.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

N/A

CONTACT(S)

Tom Martin, Acting Community Development Director
Matthew Freedman, City Attorney

ATTACHMENT(S)

1. Skilled Gaming Presentation WS

REVIEWED BY



Kent White, Assistant City Manager

Date: October 19, 2023



Wynter C. Benda, City Manager

Date: October 19, 2023



Alicia Finney, Clerk of Council

Date: October 19, 2023



SKILLED GAMING

Tom Martin

Community Development

October 24, 2023

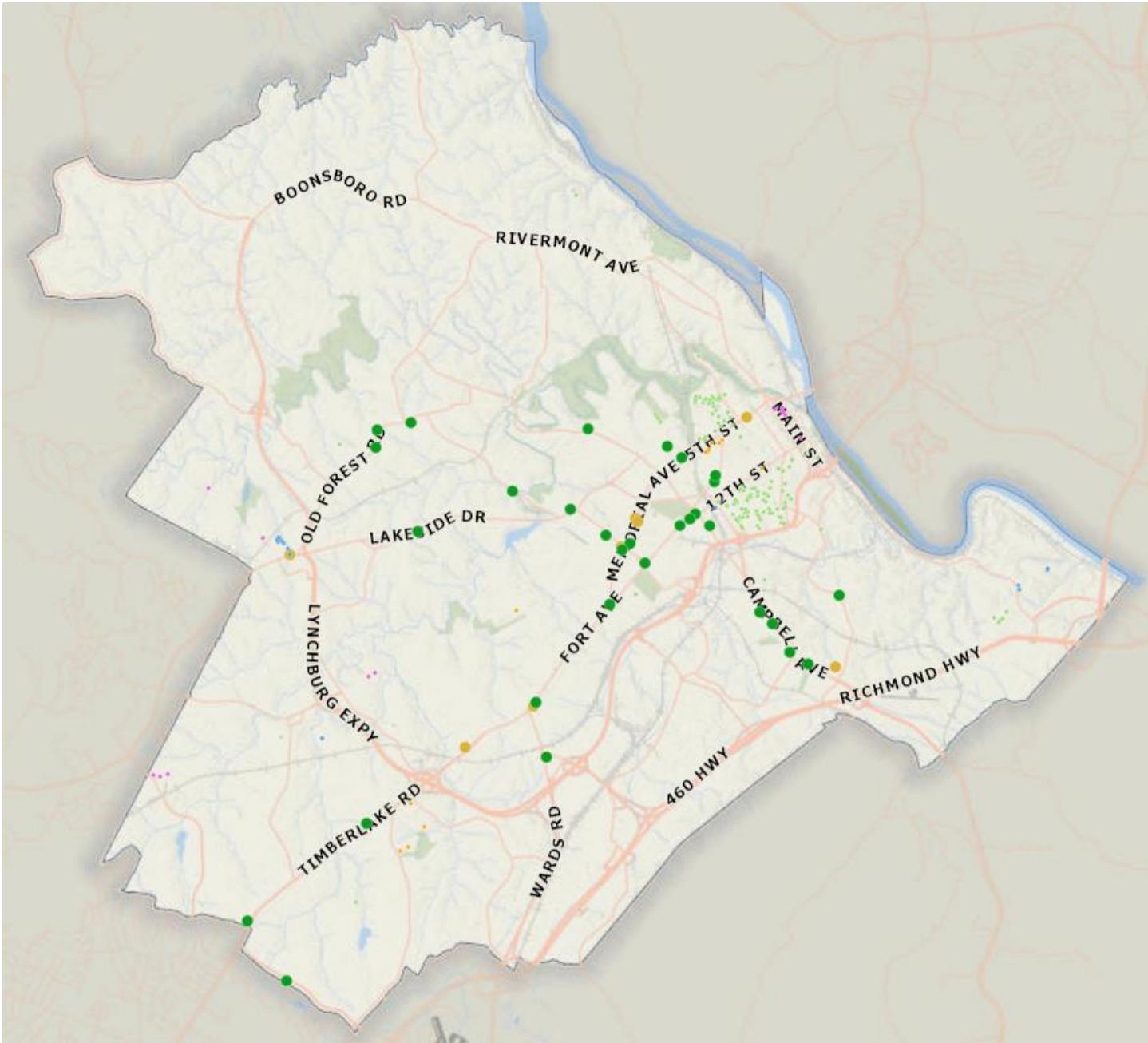
SKILLED GAMING

- ❖ **Banned by General Assembly in July 2021**
- ❖ **Injunction from enforcing ban issued in December 2021**
- ❖ **Injunction allowed skilled gaming machines in certain locations**
- ❖ **Virginia Supreme Court reinstated ban – October 13, 2023**
- ❖ **Sadler Brothers Oil Company v. Commonwealth of Virginia – December 2023**
- ❖ **Unregulated and untaxed**



SKILLED GAMING

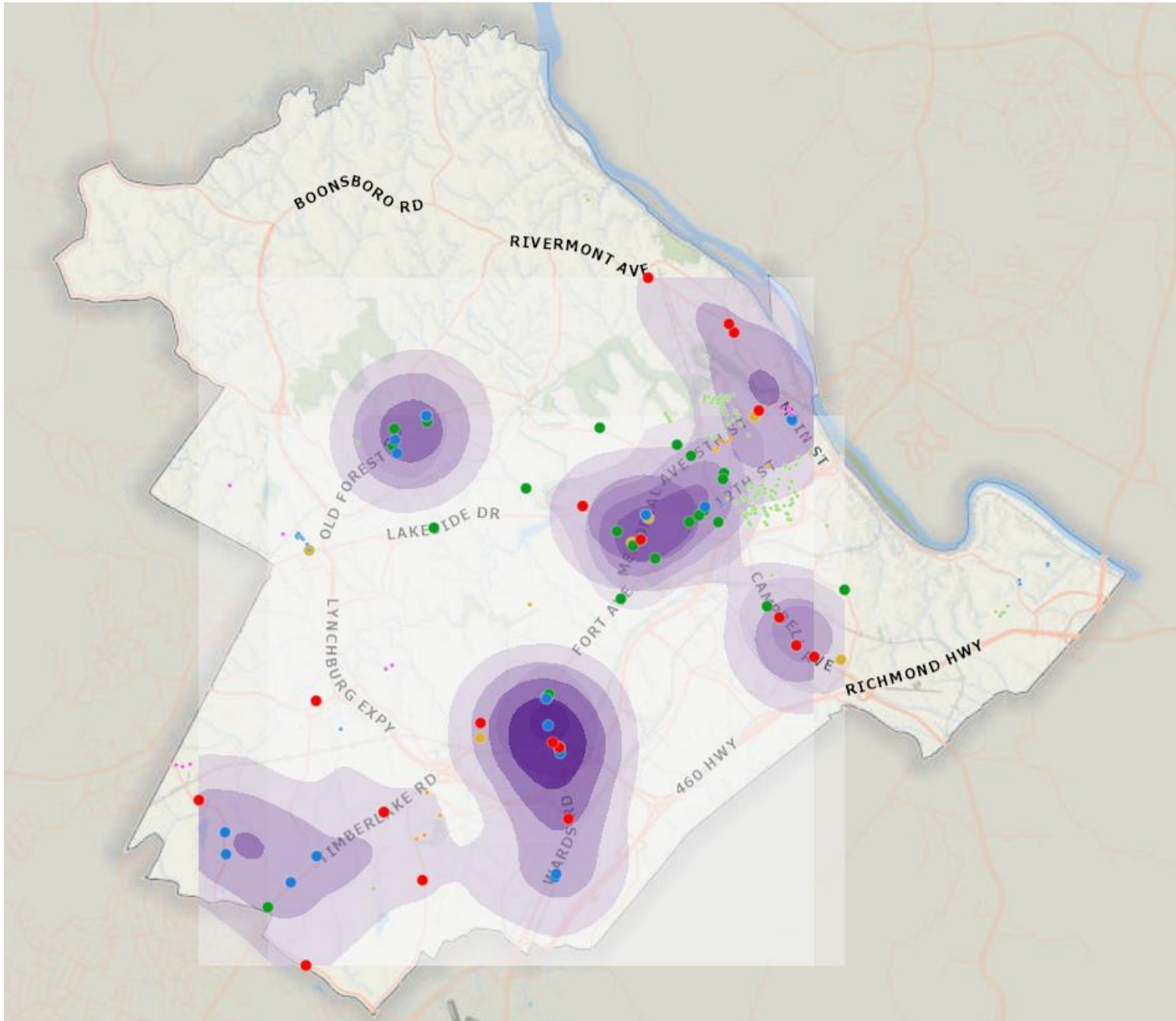
-  Standalone facilities not permitted by Zoning Ordinance
-  Other locations



SKILLED GAMING - ENFORCEMENT

- ❖ **Issue Notice of Violation to Stand Alone Gaming Facilities**
- ❖ **Coordinate with Commonwealth Attorney, City Attorney & Police Department**





HEAT MAP

- Standalone Gaming
- Other Gaming locations



Future

Short Term

- Issue Notice of Violation to all 9 Stand Alone Gaming Facilities
- Coordinate with Commonwealth Attorney
- Monitor outcome of December 2023 Court Case
- Sweep corridor by corridor for violations to address blight and safety concerns

Long Term

- Monitor commercial corridors with vacancies
- Consider strengthening Zoning Ordinance
 - Gaming facilities
 - Compatible uses





AGENDA ITEM SUMMARY

MEETING DATE

October 24, 2023

PRESENTED BY

Tom Martin, Acting Community Development
Director

AGENDA ITEM # III.4

UPDATE: Proposal for nineteen (19) apartments at 3146 and 3150 Wards Ferry Road.

RECOMMENDATION

Review findings on the proposed Future Land Use Map (FLUM) amendment and Conditional Use Permit (CUP) petition to allow the construction of a nineteen (19) unit apartment complex in a B-1, Limited Business district at 3146 and 3150 Wards Ferry Road. This item was tabled following a public hearing on October 10 and is currently scheduled for action during the General Business session of this evening's Council meeting.

SUMMARY

At the October 10, 2023 meeting, City Council held a public hearing on a request for a conditional use permit to allow 19 apartments on the corner of Wards Ferry Road and Copley Place. The property included two (2) parcels; 3146 & 3150 Wards Ferry Road.

The petitioner originally submitted plans in May to the City's Technical Review Committee for 26 townhouses. During the review, staff noted the owner did not have sufficient land for the townhouses as required by zoning ordinance and the plan indicated relocation of the City's stormwater facility. The developer then resubmitted the plan in July for 24 apartments. Both apartments and townhouse developments are permitted on the properties with approval of a conditional use permit by City Council. The City's zoning ordinance requires a minimum of two (2) acres for a townhouse development. The two parcels consist of approximately one and six hundred twelve thousandths (1.612) acres.

City Staff met with the developers and engineer on October 13, 2023. At the meeting several "paths" forward were identified to develop the property as townhouses. Each path involved differing levels of complexity and time. All included resubmitting the petition for review by the City of Lynchburg Planning Commission:

1. Obtain additional land area for the development – No movement of City Stormwater Pond.

The developer owns an additional parcel of land located at 3142 Wards Ferry Road. This parcel consists of thirty-five hundredths (.35) acres and is zoned R-2, Low-Medium Density Residential. This property "could" be rezoned to B-1, Limited Business District and included in the conditional use permit petition. If this parcel was included, the total acreage in the petition would be one and nine hundred sixty-two (1.962) acres. This is thirty-eight thousandths (.038) acres less than the required two (2) acres for a townhome development. The additional property could be obtained through a right-of-way vacation request or from an adjacent landowner. The petitioner has not done an actual field survey of the property. This option would not require any modifications to existing City

Stormwater facilities, yet would possibly result in fewer townhouse units due to parcel configuration.

2. Move yet separate City Stormwater Pond.

This is similar to path number 1, yet moving the pond could allow the developer to obtain additional land from the City to build additional townhouse units. The public / private stormwater would be separate and maintained by each responsible party, i.e. City / Developer. Under either scenario, a right-of-way vacation may be necessary. Title research would need to be completed and the value of right-of-way would need to be determined.

3. Move and share the public stormwater pond – City Maintained.

This technically can be done; however, appropriate rules, procedures, and associated City Code changes would need to be done. The State Code allows for a “pro-rata” program for shared stormwater facilities. The program would essentially be setup where the City would sell capacity for both water quantity controls and water quality controls in City-owned facilities with enough capacity to manage runoff from multiple sites. The costs for capital, ongoing maintenance, inspection, and future replacement costs would be divided on a pro-rata basis between participating property owners. This generally works best in a situation such as an industrial park where a regional stormwater facility could serve multiple parcels more efficiently and effectively than a number of individual facilities. The City would design and construct the facility in advance of any development, then sell capacity in the facility in-lieu of the individual parcels constructing, inspecting, and maintaining the individual facilities. It does not generally work well for small, individual developments.

Implementing a pro-rata program would involve creating a program that is equitable and that could be replicated around the City. There would be a need for additional administrative staff to manage the program and additional maintenance staff needed to maintain larger facilities that serve both public and private lands. Water Resources has had similar requests for shared facilities in the past but has not pursued setting up a pro-rata program for stormwater management due to the administrative and maintenance burden.

4. Shared Stormwater Facility – Developer Maintained. This may also be possible; however, additional research would need to be done. There would need to be discussions with the Department of Environmental Quality about how this may impact the City’s permit. While the City of Lynchburg is responsible for ensuring the proper maintenance of private stormwater facilities, City-owned facilities require an additional level of maintenance and inspection which could complicate the situation. A maintenance agreement is required for all private stormwater facilities and since the developer is typically not the property owner or manager, after the development is complete, the maintenance agreement would need to be established with the property management entity or homeowner’s association. This agreement would be complicated by a shared facility. A shared facility would be costlier to maintain due to the additional size and it would also need to be maintained at a higher standard due to it receiving runoff from city facilities. This cost would be ultimately passed on to the property owners. There is also a question about liability and clean-up that would need to be resolved should a hazardous release, such as a fuel spill on a city roadway enter the facility.

City staff discussed the options with the developer on Monday, October 16. The developer indicated that they would like to pursue an option for townhomes that did not include sharing of stormwater facilities. These options will be discussed with Council during the October 24th Work Session.

October 10, 2023: City Council held a public hearing. The item was tabled.

September 26, 2023: City Council Business Item Briefing.

August 23, 2023: The Planning Commission recommended denial (7-0) of the CUP and FLUM amendment petitions (for 24 units).

August 23, 2013: The Planning Division recommended denial of the petition.

FISCAL IMPACT

N/A

CONTACT(S)

Tom Martin, Acting Community Development Director
Rachel Frischeisen, Senior Planner

ATTACHMENT(S)

1. Resolutions
2. Wards Ferry Road Presentation Slides
3. Planning Commission Minutes, Report, and Attachments

REVIEWED BY



Kent White, Assistant City Manager

Date: October 19, 2023



Wynter C. Benda, City Manager

Date: October 19, 2023



Alicia Finney, Clerk of Council

Date: October 19, 2023

RESOLUTION:

A RESOLUTION DENYING A CONDITIONAL USE PERMIT TO TIMBERLAKE INVESTMENTS, LLC TO ALLOW THE CONSTRUCTION OF NINETEEN (19) APARTMENTS IN A B-1, LIMITED BUSINESS DISTRICT, TO BE LOCATED AT 3146 AND 3150 WARDS FERRY ROAD.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG, that the petition of Timberlake Investments, LLC, to allow the construction of nineteen (19) apartments in a B-1, Limited Business district to be located at 3146 and 3150 Wards Ferry Road is hereby denied.

Adopted:

Certified:

Clerk of Council

RESOLUTION:

A RESOLUTION DENYING AN AMENDMENT OF THE FUTURE LAND USE MAP (FLUM) OF THE COMPREHENSIVE PLAN 2013-2030 FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL FOR A CERTAIN AREA LOCATED AT 3146 AND 3150 WARDS FERRY ROAD.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG that the petition of Timberlake Investments, LLC to amend the Future Land Use Map (FLUM) of the Comprehensive Plan 2013-2030 at a certain area located at 3146 and 3150 Wards Ferry Road from Low Density Residential to Medium Density Residential is hereby denied.

Adopted:

Certified:

Clerk of Council



FLUM AMENDMENT / CONDITIONAL USE PERMIT 3146 & 3150 WARDS FERRY ROAD

Tom Martin

Community Development

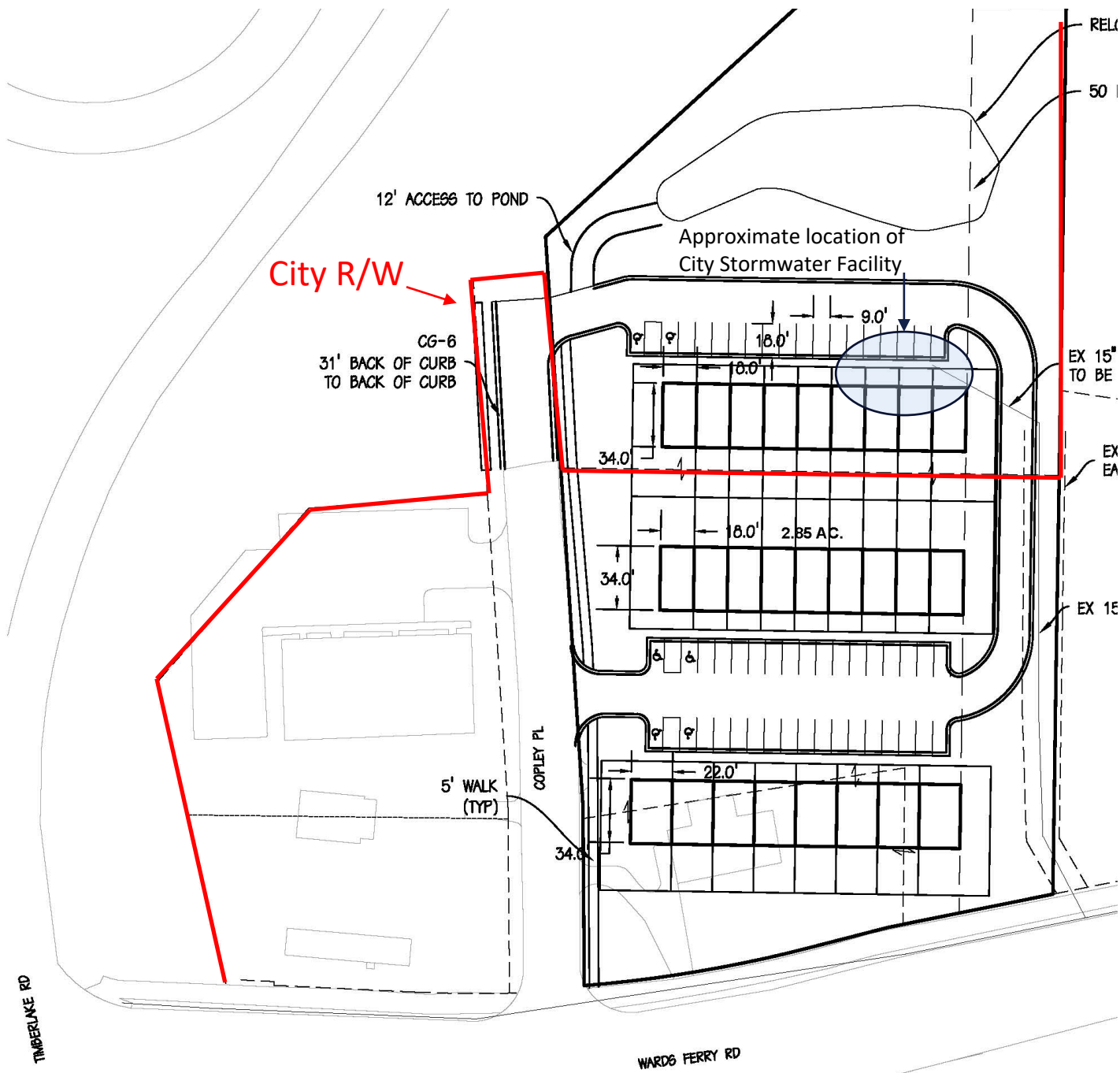
October 24, 2023



TIMELINE

- ❖ **May 2023 – TRC Review of proposed 26 townhouses**
- ❖ **July 2023 – Developer submitted revised plans proposing 24 apartments**
- ❖ **August 2023 – Planning Commission recommended denial of apartments**
- ❖ **September 2023 – City Council Business Item Briefing**
- ❖ **October 10, 2023 – City Council tabled item**
- ❖ **October 13, 2023 – City Staff met with developer to discuss options for townhouses**
- ❖ **October 16, 2023 – Developer indicated they would like to pursue options for townhouses that did not involve sharing of stormwater facilities**

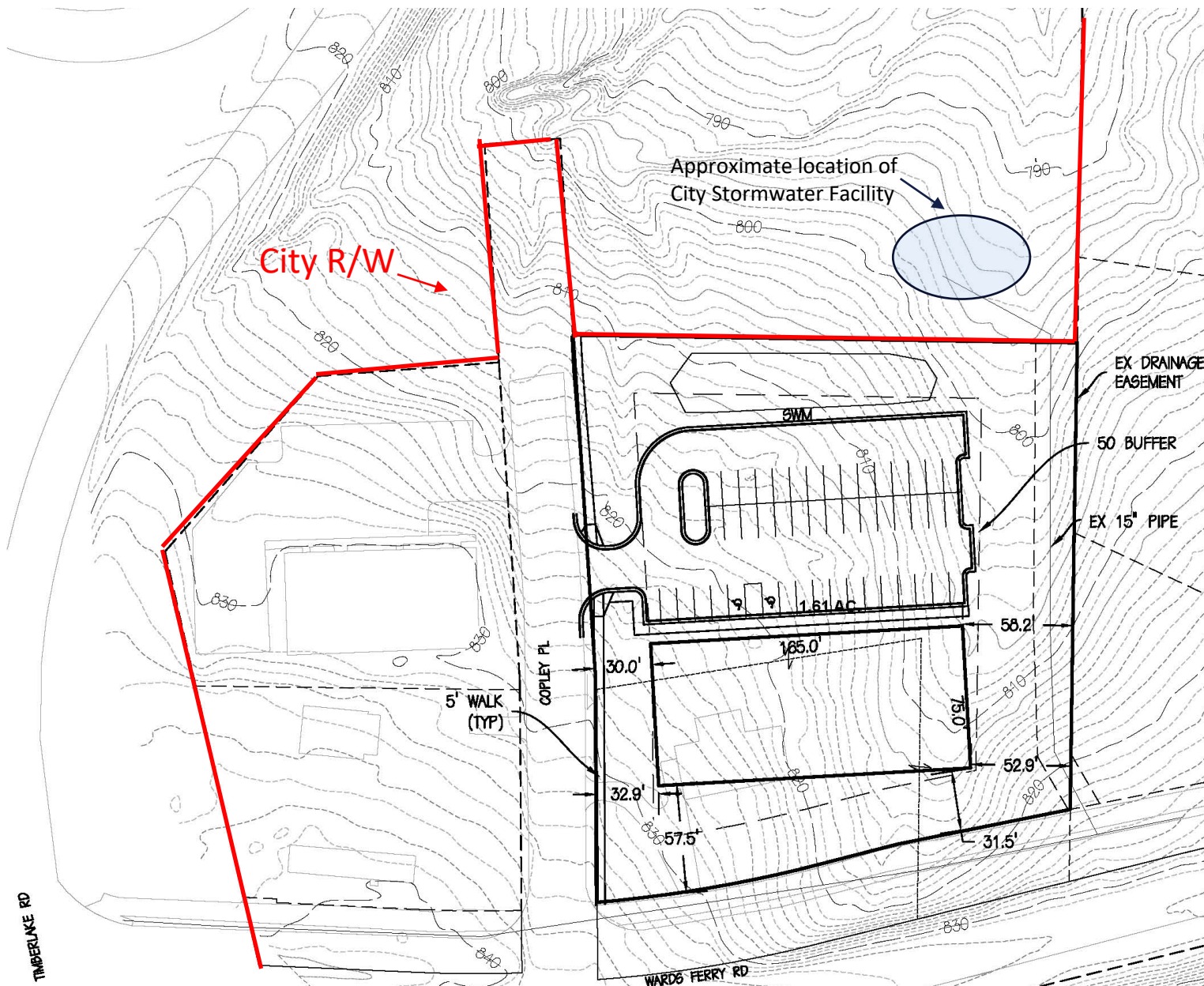




MAY 2023 TOWNHOUSE PLAN

- ❖ 26 townhouses
- ❖ Vacated R/W
- ❖ Relocated and shared stormwater





JULY - SEPTEMBER 2023 APARTMENT PLAN

- ❖ 19 Apartments
- ❖ No R/W Vacation
- ❖ Separate stormwater facilities
- ❖ Tabled by City Council

OPTIONS FOR TOWNHOUSES

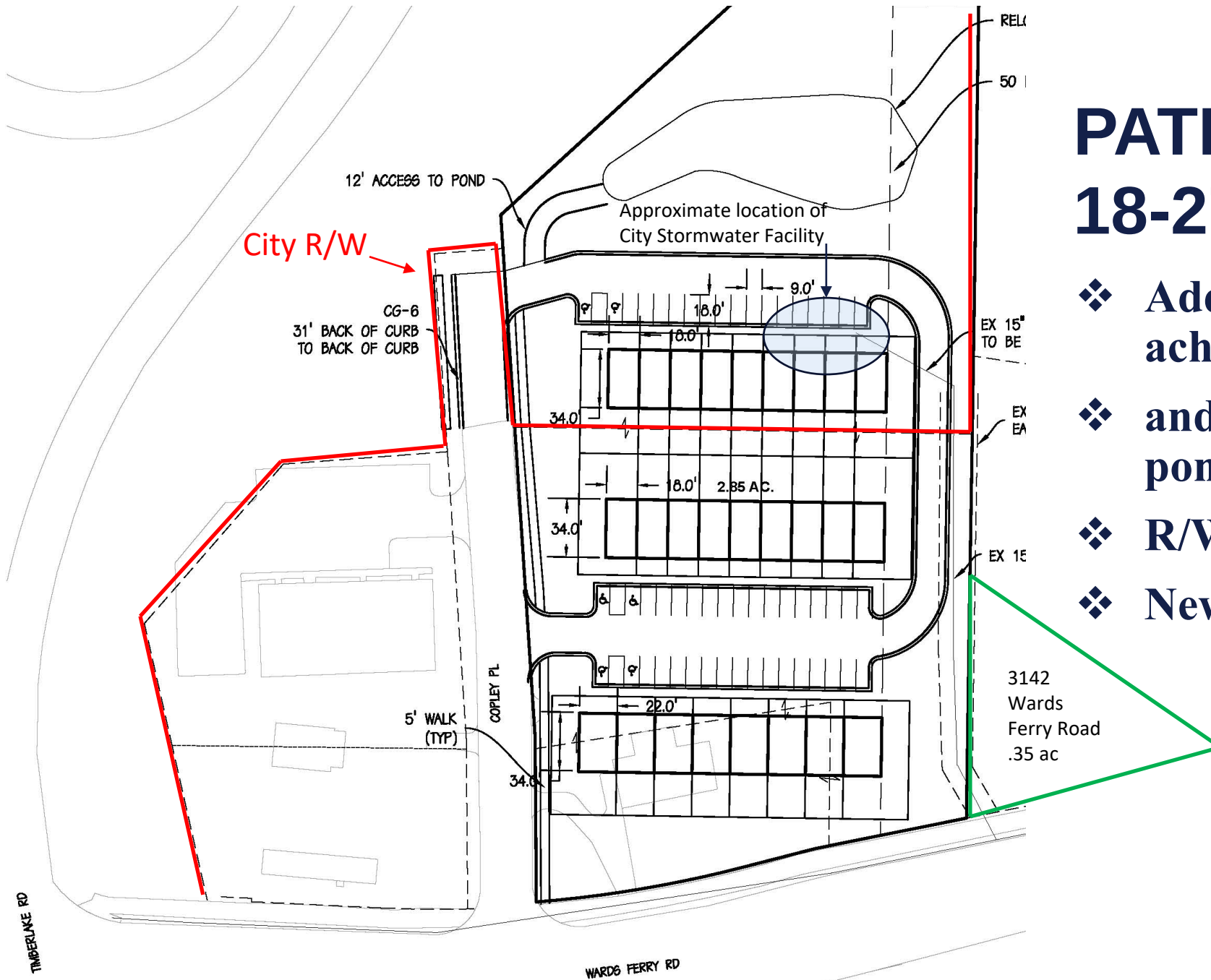
- ❖ **Obtain additional land area for the development – No movement of City Stormwater Pond**
- ❖ **Move, yet separate Stormwater Ponds**
- ❖ **Move and share the public stormwater pond – City Maintained**
- ❖ **Move and share stormwater pond – Developer Maintained**



PATH FORWARD

18-27 TOWNHOMES

- ❖ Add Additional Property to achieve 2 ac. minimum
- ❖ and /or relocate stormwater pond
- ❖ R/W Vacation
- ❖ New public hearings



DISCUSSION



MINUTES OF THE AUGUST 23, 2023 PLANNING COMMISSION MEETING (MINUTES HAVE BEEN APPROVED):

Petition of Timberlake Investments, LLC to amend the Future Land Use Map from Neighborhood Commercial to Medium Density Residential and for a Conditional Use Permit at 3146 and 3150 Wards Ferry Road to allow the construction of a twenty-four (24) unit apartment complex with associated parking in a B-1, Limited Business District.

Mr. Tom Martin, City Planner, provided the following summary to the Commission. The property is two parcels, consisting of approximately 1.6 acres. The property is currently zoned B-1 Limited Business District and recommended for Neighborhood Commercial uses on the City's *Future Land Use Map*. Neighborhood Commercial uses are primarily intended for uses such as office, retail, personal services, small restaurants, that are scaled to be compatible with and serve their immediate neighborhoods. Regarding the proposed medium-density land use, these areas are intended for things such as single households, duplexes, townhomes, with densities of up to 12 units per acre. The issues with the requested land use are: it is the wrong unit type, they are requesting apartments; and the wrong density, it is only 1.6 acres. The recommended density is 12 units and they are requesting 24 units. While the unit type would be allowed in the B-1 district, approval would limit the future use of the property for commercial or office type development. The main reason for the recommendation of denial is the City's 2014 Wards Ferry Road Study, adopted by City Council. This plan specifically recommended that the study forecast be revised if development policies in that corridor were changed to increase dwelling units. The issue with Wards Ferry Road is that if increased density is approved along that corridor; then, it may result in the need to widen Wards Ferry Road, and the City does not have the right-of-way width to do so. The road has a significant amount of traffic and increasing densities along the corridor could cause issues. To widen the road would mean taking structures. The City is already initiating recommendations of the plan. The City is currently designing, with VDOT funding, a roundabout at Harvard Street, or CVCC Boulevard, and Wards Ferry Road. The City has plans to construct intersection improvements at Atlanta Avenue, and bicycle and pedestrian improvements at Simons Run and Wards Ferry Road, starting fiscal year 2025, through fiscal year 2027. For this petition, there was no traffic study required nor submitted. With the potential for traffic accidents coming out of Copley Place at the turning lanes on Wards Ferry Road, Planning Division did not feel comfortable recommending the petitions.

Chair Johnson asked if anyone was present to speak on behalf of the petition.

Mr. Norman Walton, of Perkins & Orrison was present to represent the petition. Mr. Walton stated that the petition is a complicated request, as Wards Ferry Road is a developing area and that there are currently a mixture of uses throughout the corridor. Mr. Walton continued, the request is not an exception to what is already there and understands staff concerns regarding the widening of Wards Ferry Road. He does not believe that 24 units is an overreach of the density requirements in this area. If the density is an issue, we would be willing to table the project and come back with a higher Future Land Use amendment than currently proposed. This is the second time we have proposed a development at this site. The original proposal was too complex, so we came back with this proposal, as it is more feasible. Mr. Walton continued, we want to point out that there is a 50-foot buffer adjacent to the single family detached on the adjoining side street. Mr. Walton concluded that Mr. Dewitt would like to discuss the marketability and feasibility of this property being commercial.

Tom Dewitt was present to speak on behalf of the petition. He stated that the property has been on and off the market since 2009 and that the property was eventually auctioned. Mr. Dewitt submitted that no one has been interested in the property for B-1 use, citing the location, a block off of Wards Ferry Road and the impacts of COVID-19 on office use. He noted on the surrounding area report, that there were 11 projects mentioned; six of those were institutional, all of the others involved some form of multi-family projects. He added that in 2017, there was a rezoning for 70 apartments, beside Woodmen of the World, approved. The current project is marketed to professionals, with one- and two-

bedroom units. Mr. Dewitt concluded that two and a half to three-million-dollar apartment project would do more for the City than one or two office buildings; there seems to be little or no demand for B-1; and there is not much opposition.

Chair Johnson asked if there was anyone else present to speak in favor of this petition.

Chair Johnson asked if there was anyone present to speak in opposition of this petition.

Atul Gupta was present to speak in opposition to the petition. Mr. Gupta said he has 1.6 acres beside the subject property and that he opposes the petition because it sets a precedent for development in a single-family neighborhood. People have trouble with traffic on Wards Ferry Road right now. Mr. Gupta questioned the ingress/egress for the apartments as well as their impact on the nearby stream. He continued, why do we need more apartments, when the infrastructure is not there. The road at Timberlake and Wards Ferry Road is congested. Building the apartments is not feasible.

Chair Johnson asked if the presenter would like to offer a rebuttal.

Mr. Walton offered a rebuttal. He cited owning a piece of property on Wards Ferry Road, and his familiarity with traffic patterns. He continued, there is infrastructure, water and sewer; and we will design the site to meet the criteria for stormwater management.

Chair Johnson closed the public hearing.

Commissioner Marion asked for clarification on ingress-egress.

Mr. Walton stated that the access is through Copley Drive and that they cannot restrict movements on Copley Drive, as it is a public street. Mr. Walton speculated about traffic impacts, but continued that they did not complete a traffic study. A traffic study was not required due to the size of the project.

Chair Johnson asked for clarification about the acreage in the Conditional Use Permit request.

Mr. Martin clarified it is 1.6 acres.

Chair Johnson noted that the request of twenty-four (24) units is over the recommended density.

Commissioner Gammon asked for confirmation that this development would not fit either B-1 or medium density zoning requirements.

Mr. Martin clarified that the apartments are allowed by conditional use permit in the B-1 district. The conditional use permit process allows the Planning Commission, City Council, and staff to look at a site-by-site basis. While apartments in a B-1 zone may be appropriate in one part of the city, they may not be appropriate in another part. After looking at the facts, staff did not believe that apartments were appropriate in this location.

Commissioner Gammon expressed his concerns about traffic and the intersection cluster near 501, at Timberlake Road and Wards Ferry Road. Wards Ferry is a two-lane road, we do not have the rights-of-way to widen the road, and adding multi-family units in this area would create more traffic conflicts near a hazardous intersection. What is the benefit of this development under the current circumstances?

Mr. Walton replied that this is the first viable project, in fifteen years of the property being marketed, that could come to fruition. Otherwise, the land stays vacant, unused. Mr. Walton then clarified an earlier point about density. The density is not a zoning issue, it is a future land use map issue. We should have asked for a higher density for the future land use map rather than medium density. The zoning is fine, it is

the future land use map that is the problem. There are a lot of dynamics with this project. There is the traffic concern on Wards Ferry and also a housing demand in the city.

Commissioner Henderson asked about other housing types in the vicinity.

Mr. Walton clarified that there were single family detached, duplexes, townhomes, and apartments.

Chair Johnson stated that she recognized the desire to develop the vacant land, given the need for housing; however, there are reservations about amending the Future Land Use Map, compounded by the concerns about ingress and egress, density.

Mr. Walton remarked that all localities struggle with comprehensive plans and future land use maps, citing the debate over who is driving the development over any given area – is it the governing body or is it the market.

Chair Johnson replied that we need more housing, but there are complaints, especially from residents in the Timberlake Road area, that there are too many apartments, and townhomes, and traffic. We want Lynchburg to grow.

Mr. Walton replied, citing a recent project in Campbell County, with similar concerns. Wards Ferry Road has been a target for market-driven development in the last ten (10) years, due to the proximity of schools.

Commissioner Rogers remarked that he generally supports density, but is not inclined to support this petition, based on location, lot, use of land, and possibly future use.

Chair Johnson asked Mr. Martin to elaborate on the 2014 Wards Ferry Road Corridor Study and restrictions on widening the road in that area.

Mr. Martin replied that there is not enough right-of-way to widen the road. The City would have to take homes in order to widen the road. It would destroy neighborhoods and properties.

Chair Johnson asked Mr. Martin to clarify the 2014 Wards Ferry Road Corridor Study findings, and road-widening.

Mr. Martin replied that the premise of that recommendation was based on existing zoning along the road. They accounted for that zoning and land uses in their traffic projections. The resulting findings were: if the current zoning and land uses are maintained, with improvements at the intersections at Atlanta Avenue and Harvard Street; then, traffic should be okay. But if there are changes to the land use policies, and increases to densities, then the road will need to be widened.

Commissioner Bowden expressed concern about traffic on Wards Ferry Road.

Commissioner Bowden made the following motion, seconded by Commissioner Henderson, and approved by the following vote:

Based on the preceding Findings of Fact, the Planning Commission recommends to City Council denial of Timberlake Investment, LLC's petition to amend the Future Land Use Map from Neighborhood Commercial to Medium Density Residential and for a conditional use permit (CUP) at 3146 & 3150 Wards Ferry Road to allow the construction of a twenty-four (24) unit apartment complex with forty-eight (48) parking spaces.

AYES: Bowden, Gammon, Henderson, Johnson, Marion, Perault, 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: August 23, 2023
Re: *Future Land Use Map* (FLUM) Amendment and Conditional Use Permit (CUP) –
3146 & 3150 Wards Ferry Road

I. PETITIONER

Timberlake Investments, LLC, 2026 Royal Oak Way, Lynchburg, Virginia 24503
Representative: Norman Walton, P.E., Perkins & Orrison, 317 Brook Park Place, Forest,
Virginia 24551

II. LOCATION

The subject property is located at 3146 & 3150 Wards Ferry Road and is comprised of approximately one and six hundred twelve thousandths (1.612) acres.

Property Owner:

Timberlake Investments, LLC, 22776 Timberlake Road, Lynchburg, Virginia 24502
Barney M. Stewart, P. O. Box 390, Concord, Virginia 24538

III. PURPOSE

The purpose of the petition is to allow the construction of a twenty-four (24) unit apartment development with forty-eight (48) parking spaces.

IV. SUMMARY

1. The *Comprehensive Plan 2013-2030* recommends a Neighborhood Commercial use for the subject property. The petition proposes to amend the *Future Land Use Map* (FLUM) to Medium Density Residential.
2. The property is zoned B-1, Limited Business District. Apartments are a permitted use in the B-1, Limited Business District upon approval of a CUP.
3. The property located at 3150 Wards Ferry Road contains a residential structure that would be demolished. 3146 Wards Ferry Road is currently vacant.
4. The Wards Ferry Road Corridor Study was adopted by City Council on January 14, 2014. The plan recommended “revising study forecasts if land use development policies in the corridor area are modified to accommodate and increase in dwelling units. It is likely that an increase in density will generate traffic volumes that would need a widened Wards Ferry Road to provide adequate service levels.”

The Planning Division recommends denial of the *FLUM* Amendment and CUP petition.

V. FINDINGS OF FACT

1. **Comprehensive Plan.** The *Future Land Use Map* (FLUM) recommends a Neighborhood Commercial use for the subject property. Neighborhood Commercial uses are intended to consist primarily of office, retail, personal service and restaurant uses that are scaled and designed to be compatible with and serve their immediate neighborhood. Patrons can walk, bike or take a short drive to reach them. (p. 75)

The petitioner proposes to amend the Future Land Use Map to Medium Density Residential to support the development of a twenty-four (24) unit apartment development with forty-

eight (48) parking spaces. Medium Density Residential areas are characterized by small-lot single family detached housing, duplexes and townhomes at densities up to twelve (12) units per acre. The property consists of one and six hundred twelve thousandths (1.612) acres which would only support nineteen (19) units under a Medium Density land use. The proposed apartments are also not in keeping with single-household, duplex, or townhomes recommended in a Medium Density area.

2. **Zoning.** The subject property was annexed into the City in 1976. The existing B-1, Limited Business District was established in 1978. While the requested CUP would not change the underlying zoning, allowing the development of apartments would negate any future commercial or office use.
3. **Board of Zoning Appeals (BZA).** The Zoning Official has determined that no variances would be 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 May 22, 1979, City Council amended the “Official Zoning Map of the City of Lynchburg” to affect the Timberlake Road area as shown on the map entitled “Timberlake Road Study, Proposed Zoning, recommended by the Lynchburg Planning Commission and Further Revised by the City Council May 22, 1979.”
 - On April 8, 1986, City Council approved George C. and William M. Walker’s petition to rezone one and sixty-seven hundredths (1.67) acres from R-3, Medium Density Two-Family Residential District to R-4C, Medium-High Density Multi-Family Residential District (Conditional) to allow the construction of twelve (12) apartment units and parking at 1711 Wards Ferry Road.
 - On August 11, 1988, City Council approved Marshall Lodge #39 A.F. & A.M.’s CUP petition to allow the construction of a Masonic Lodge with associated parking in an R-3, Medium Density Two-Family Residential District at 1730 Wards Ferry Road.
 - On February 14, 1989, City Council approved Watergate Partners’ CUP petition for construction of 108 townhouse units in an R-3, Medium Density Two-Family Residential District at 110 and 130 Aaron Place.
 - On January 14, 1992, City Council approved Central Virginia Development Company’s petition to rezone approximately twenty-seven and five tenths (27.5) acres from R-1, Low Density Single-Family Residential District to R-3, Medium Density Two-Family Residential District. and R-3C, Medium Density Two-Family Residential District (Conditional) to allow the subdivision of the property into fifty-seven (57) lots for ten (10) duplexes and forty-seven (47) single-family detached homes at 1737 Wards Ferry Road.
 - On July 14, 1992, City Council approved the CUP petition of Lynchburg City Schools to allow the installation of 4 modular classrooms at 501 Leesville Road.
 - On February 9, 1993, City Council approved the CUP petition of Lynchburg City School Administration to allow a one-story addition and removal of two modular classrooms at 501 Leesville Road.
 - On July 8, 1997, City Council approved the CUP petition of Heritage High School to allow the construction of a 200 space parking area at 3020 Wards Ferry Road.

- On October 28, 2003, City Council approved Mark and Joyce Hartless’s CUP petition to allow the construction of forty-seven (47) townhouses with associated parking in an R-3, Medium Density Two-Family Residential District at 2002 and 2004 Wards Ferry Road.
- On July 13, 2004, City Council approved Lynchburg Church of the Nazarene’s CUP petition to allow the construction of a multi-ministry building with associated parking in an R-2C, Low-Medium Density Single-Family Residential District (Conditional), R-3C, Medium Density Two-Family Residential District (Conditional), and R-3, Medium Density Two-Family Residential District at 1737 Wards Ferry Road.
- On September 12, 2006, City Council approved Fieldstone Manor LLC’s CUP petition to allow the construction of twenty-one (21) townhouse units for sale in an R-3, Medium Density Two-Family Residential District at 110 and 120 Aaron Place.
- On January 12, 2010, City Council approved Lynchburg First Church of Nazarene’s CUP petition to allow a consolidated sign plan at 1737 Wards Ferry Road.
- On May 9, 2017, City Council approved Jamestown Development Group’s CUP petition to allow the construction of a seventy (70) unit apartment complex and denied the petition to amend the Future Land Use Map from Medium Density Residential to High Density Residential at 1806, 1816, 1836, 1840, & 1842 Wards Ferry Road.

5. **Site Description.** The subject properties are located at 3146 and 3150 Wards Ferry Road near the intersection of Timberlake Road. The properties consist of approximately one and six hundred twelve thousandths (1.612) acres. The property located at 3150 Wards Ferry Road contains a one story, one thousand two hundred sixty-eight (1268) square foot brick and wood residential structure constructed in 1955. If the petition is approved the structure would be demolished. The property at 3146 Wards Ferry Road is currently undeveloped.

The property is bounded to the north (across Copley Place) by a residential structure and a commercial office, to the south by vacant land, to the east by right-of-way of Lynchburg Expressway and to the west (across Wards Ferry Road) by Heritage High School.

6. **Proposed Use of Property.** The purpose of the petition is to amend the FLUM from Neighborhood Commercial to Medium Density Residential and for a CUP to allow the construction of twenty-four (24) apartment units with forty-eight (48) parking spaces in a B-1, Limited Business District.
7. **Traffic, Parking and Public Transit.** The City’s Transportation Engineer did not require a traffic study for the proposed use. Access to the proposed development would be from Copley Place which intersects with Wards Ferry Road just prior to multiple turn lanes to Timberlake Road.

The Wards Ferry Road Corridor Study was adopted by City Council on January 14, 2014. The plan recommended “revising study forecasts if land use development policies in the corridor area are modified to accommodate and increase in dwelling units. It is likely that an increase in density will generate traffic volumes that would need a widened Wards Ferry Road to provide adequate service levels.”

8. **Stormwater Management.** An Erosion & Sediment Control plan would be required prior to final site plan approval. A Stormwater Management Plan would be required if disturbed areas exceed five thousand (5,000) square feet. The submitted concept plan indicates that a stormwater management facility would be constructed on the southern portion of the

property with water quality being addressed by the purchase of off-site nutrient credits. No adequacy of the downstream receiving channel is proposed.

9. **Emergency Services.** The City's Fire Marshal and Police Department had no comments of concern regarding the proposed development.
10. **Impact.** The City's Comprehensive Plan recommends a Neighborhood Commercial use for the subject property. This land use is more acceptable for the property due to its close proximity to Timberlake Road and other office uses in the area. The requested Medium Density Residential use is recommended for single-households, duplexes or townhomes with densities of up to twelve (12) units per acre. The proposed development would exceed the recommended densities and the proposed apartments are not a recommended unit type. Amending the FLUM to a high-density residential use to accommodate the proposed apartments could allow even higher unit yields.

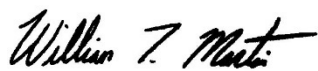
As recommended in the Wards Ferry Road Corridor Study, the City should revise the study forecasts contained in the study if land uses are amended to allow additional residential units. The study cautioned that adding additional residential units or other development not currently allowed by zoning or proposed by the Future Land Use map could result in the need to widen Wards Ferry Road to four lanes. Widening of Wards Ferry Road is not a realistic option due to right-of-way constraints and cost.

11. **Technical Review Committee.** The TRC reviewed the concept plan on May 23, 2023. The petitioner amended the concept plan from twenty-seven (27) townhomes to the currently requested twenty-four (24) apartment units.

VI. PLANNING DIVISION RECOMMENDATION

Based on the preceding Findings of Fact, the Planning Commission recommends to City Council denial of Timberlake Investment, LLC's petition to amend the Future Land Use Map from Neighborhood Commercial to Medium Density Residential and for a conditional use permit (CUP) at 3146 & 3150 Wards Ferry Road to allow the construction of a twenty-four (24) unit apartment complex with forty-eight (48) parking spaces.

This matter is respectfully offered for your consideration.



William T. Martin, AICP
City Planner

pc: Wynter Benda, City Manager
Greg Patrick, Deputy City Manager
Kent White, Director of Community Development
Matthew Freedman, City Attorney
J. Lee Newland, City Engineer
Cynthia Kozarow, Lynchburg Police Department
Thomas Goode, Fire Marshal
Doug Saunders, Building Official

Kevin Henry, Zoning Administrator
Timberlake Investments, LLC, Petitioner
Norm Walton, P.E., Representative
Stewart Barney, Property Owner

VII. ATTACHMENTS

- 1. Zoning Map with Adjoining Property Owners**
- 2. Future Land Use Map**
- 3. Watershed Map**
- 4. Planimetric and Topographic Map**
- 5. Narrative**
- 6. Concept Plan**
- 7. Property Photograph**

Zoning

TRC

3150 WARDS FERRY RD 3146 WARDS FERRY RD

Perkins & Orrison, Inc.

B-3C



TIMBERLAKE RD

VAR

VAR

COPLEY PL

B-1

B-1

R-1

R-2

R-3

R-2

PROPERTY INFORMATION

PARCEL ID

ADDRESS

LEGEND

Subject Property

215 Foot 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	

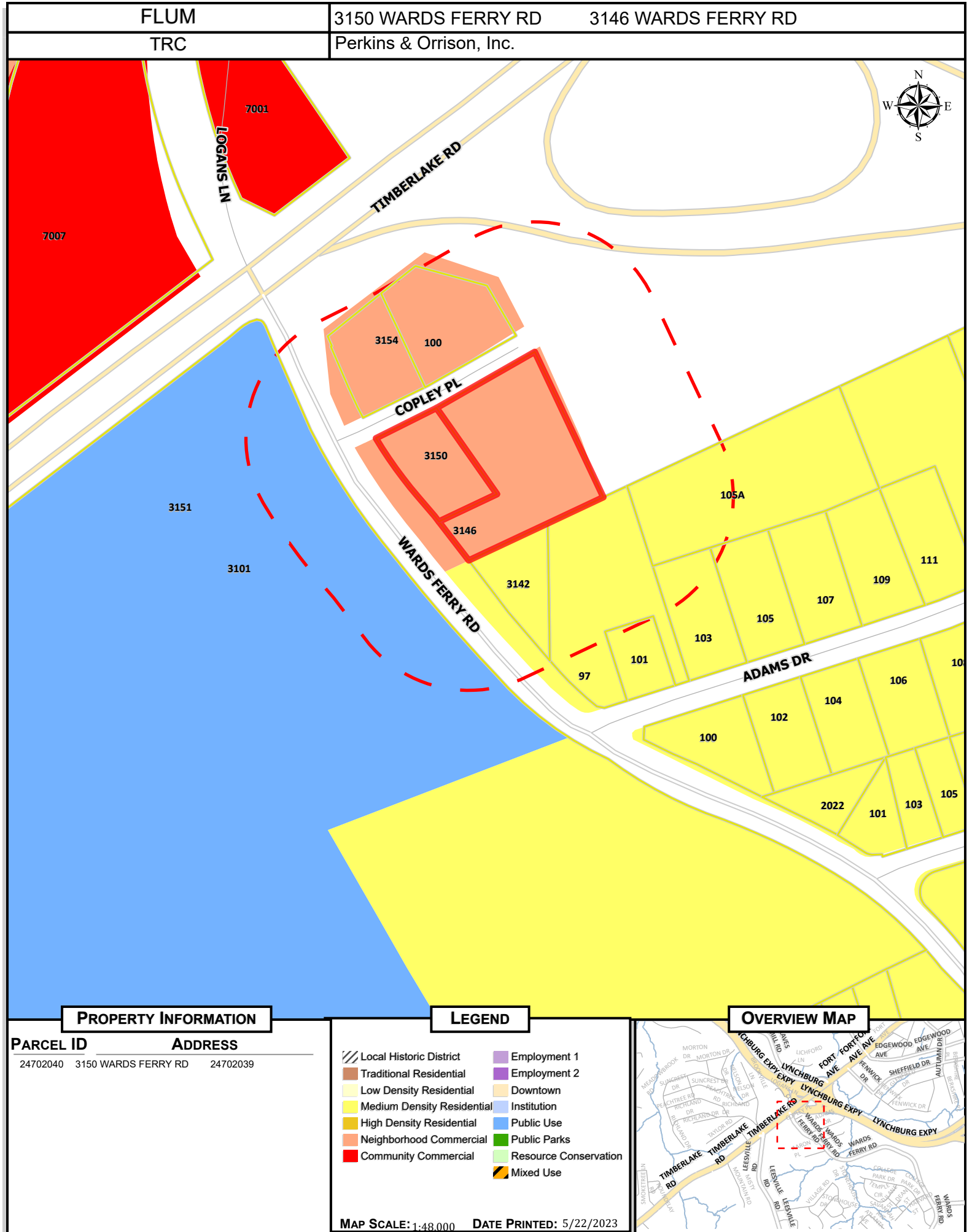
MAP SCALE: 1:48,000 DATE PRINTED: 5/22/2023

OVERVIEW MAP

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.

3146 & 3150 Wards Ferry Road Adjoining Owners

Parcel ID	Address	Owner
24702027	101 ADAMS DR	UNIVERSITY EDUCATION SERVICES INC
24702026	103 ADAMS DR	RIDDICK, FILISHA T
24702025	105 ADAMS DR	RUSS, JOHN ROBERT
24702038	3142 WARDS FERRY RD	TIMBERLAKE INVESTMENTS LLC
24702028	97 ADAMS DR	LATA, SHASHI & GUPTA, ANGELA
24702040	3150 WARDS FERRY RD	BARNEY, M STEWART
24702030	105 A ADAMS DR	RUSS, JOHN ROBERT
24702039	3146 WARDS FERRY RD	TIMBERLAKE INVESTMENTS LLC
24807001	3101 WARDS FERRY RD	CITY OF LYNCHBURG
24702041	3154 WARDS FERRY RD	SCOTT, DOROTHY T LIFE ESTATE
24702042	100 COPLEY PL	MCDANIEL, PAUL K & SHERRY C



Watershed

3150 WARDS FERRY RD

3146 WARDS FERRY RD

TRC

Perkins & Orrison, Inc.



PROPERTY INFORMATION

PARCEL ID

ADDRESS

24702040 3150 WARDS FERRY RD 24702039

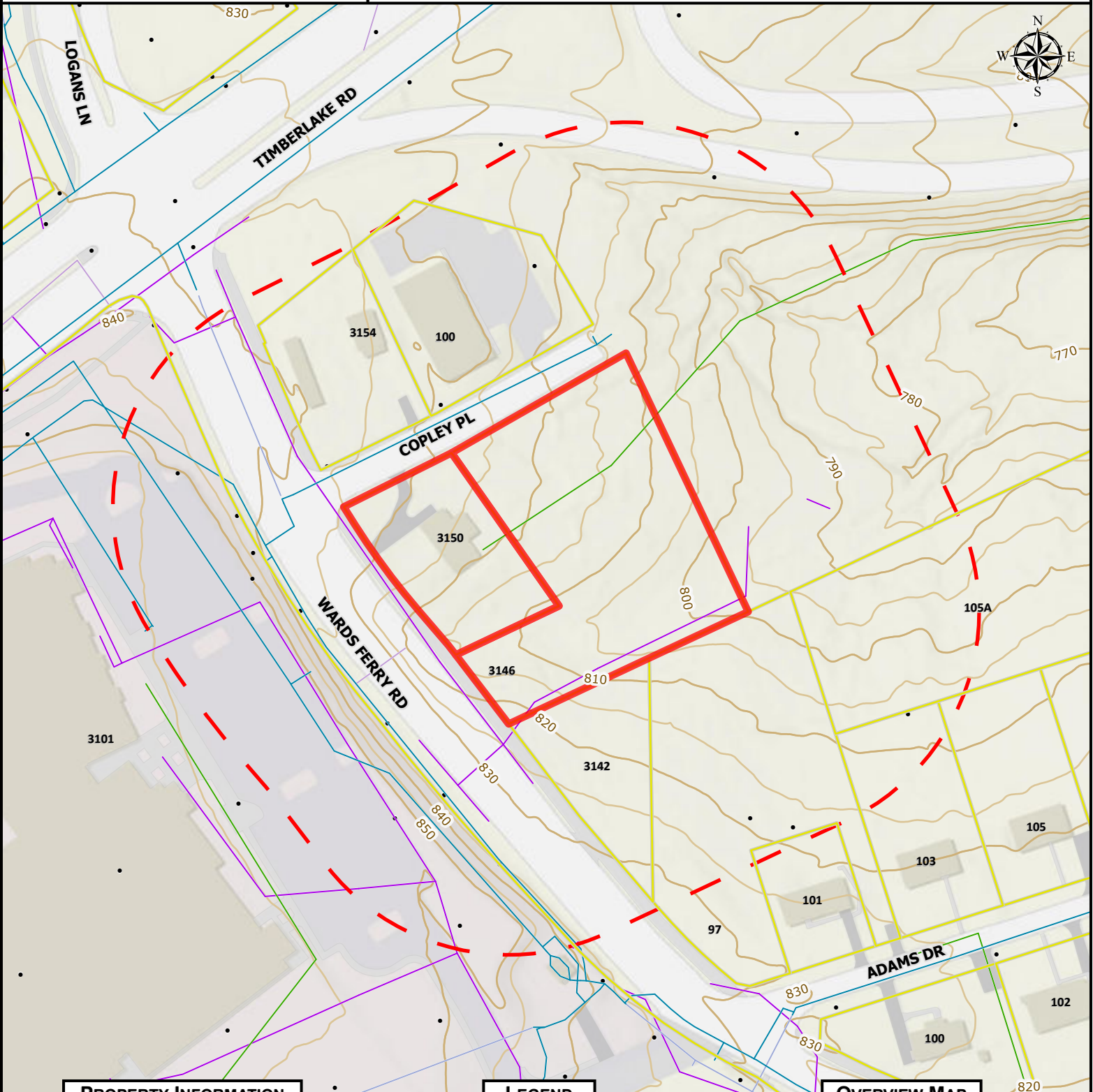
LEGEND

- Subject Property
- Base Flood Elevation
- Floodway
- Floodzone
- River / Lake / Stream

OVERVIEW MAP



MAP SCALE: 1:48,000 DATE PRINTED: 5/22/2023



PROPERTY INFORMATION

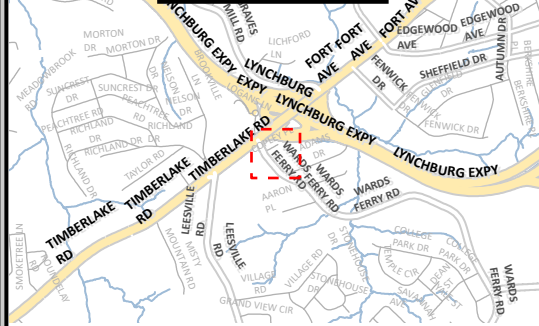
PARCEL ID	ADDRESS
24702040	3150 WARDS FERRY RD 24702039

LEGEND

	Active	Proposed	Abandoned
Utilities	Water	Sanitary	Storm
Planimetrics	Structure	Roadway	Parking
Topography	Sidewalk	Driveway	Contour

MAP SCALE: 1"=48.000' DATE PRINTED: 5/22/2023

OVERVIEW MAP





July 14, 2023

Tom Martin
City of Lynchburg
900 Church Street
Lynchburg, VA 24502

RE: Conditional Use Permit and FLUM amendment Request Narrative
3146 and 3150 Wards Ferry Rd.
Lynchburg, Va.

Dear Mr. Martin

On behalf of the owner/developer, I offer this letter as a narrative or description of the project.

The proposed development is an 24-unit apartment building on the referenced properties. The property is zoned B-1. This request is to allow the use of apartments in B-1 with a Conditional Use Permit(CUP). The CUP is for 2.85 Acres. The Future Land Use Map (FLUM) shows the area as Neighborhood Commercial, and therefore a FLUM amendment is requested to Medium Density Residential.

Currently, the development plan is to develop 2.85 acres, with a 24 unit apartment building, yielding 8.4 units per acre. A Future Land Use Map amendment to Medium Density Residential, would then allow for 12 units per acre. The area adjacent to these properties is currently Medium Density Residential.

Currently, the principal entrance is the Connection to Copley Place.

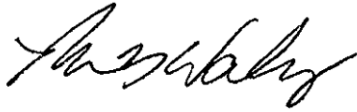
The water system for the development will connect to the existing 8" City of Lynchburg public water line located in Copley

The sanitary sewer system will connect to the existing 8"public City of Lynchburg public sewer main located at the rear of the project.

Water Quantity will be handled by a stormwater detention facility designed per the stormwater regulations releasing the 1-year storm via the energy balance, and releasing the 10-year storm at or below the pre-development rates. With this design, no downstream adequacy study is required. Water quality will be handled by the purchase of nutrient credits.

Should you have any questions regarding this information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Norman B. Walton, Jr.", written in a cursive style.

Norman B. Walton, Jr., P.E.
Perkins & Orrison, Inc.

SITE NOTES:

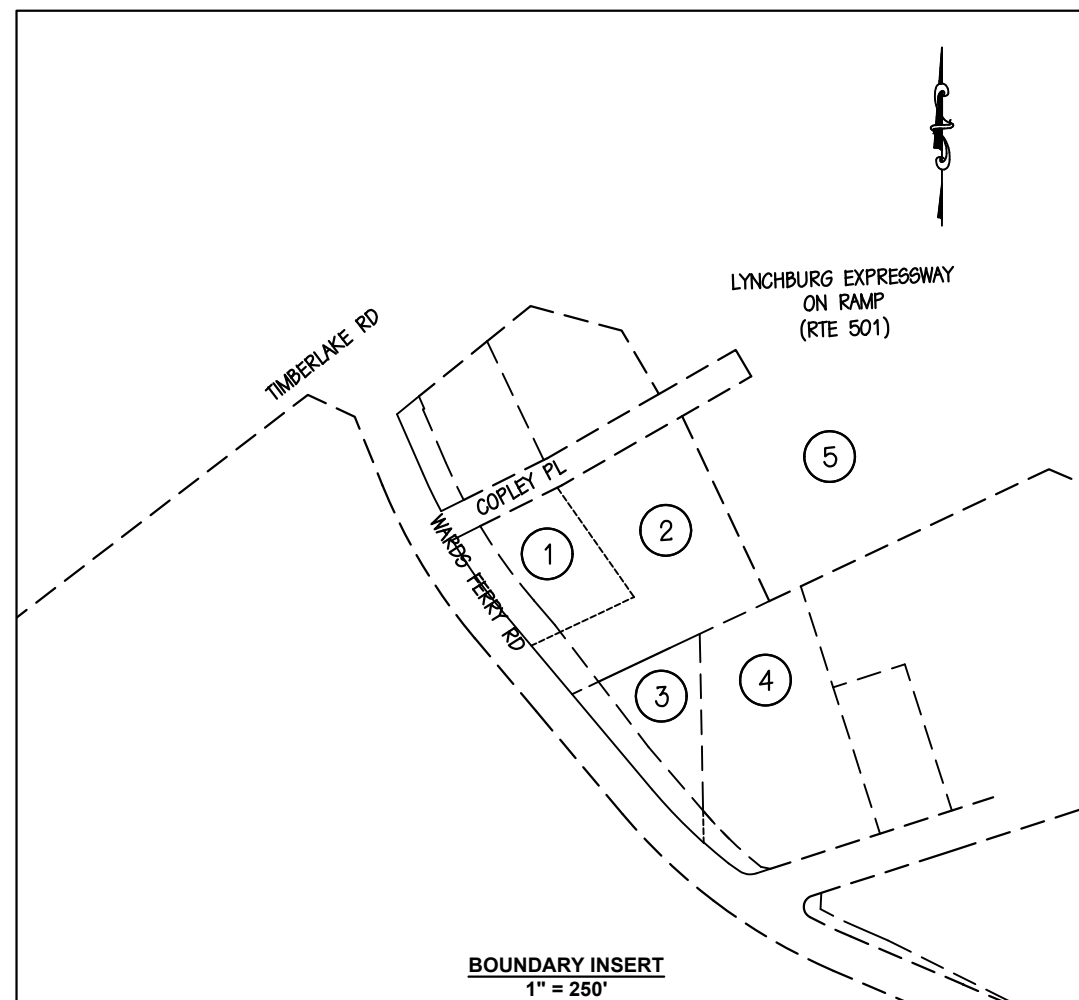
- DEVELOPER:
DEWITT REAL ESTATE
8318 TIMBERLAKE ROAD
LYNCHBURG, VA 24502
- PARCEL ID #: ZONING ADDRESS
247-02-039 B-1 3146 WARDS FERRY RD
247-02-040 B-1 3150 WARDS FERRY RD
- SETBACKS:
B-1
MAX BLDG HEIGHT: 40'
FRONT: 0'
SIDE: 0'
REAR: 25'
- FLUM:
EXISTING: NEIGHBORHOOD COMMERCIAL
PROPOSED: MEDIUM DENSITY RESIDENTIAL
- TOPOGRAPHIC INFORMATION BASED OF AVAILABLE INFORMATION.
- THE PURPOSE OF THIS PLAN IS TO SHOW A PRELIMINARY LAYOUT FOR A CUP. A REVISION TO THE FLUM IS REQUESTED. THE ACTUAL LAYOUT MAY CHANGE WHEN ACTUAL CONSTRUCTION PLANS ARE SUBMITTED TO THE CITY FOR REVIEW, BUT SHALL REMAIN IN GENERAL CONFORMANCE TO THIS PLAN.
- ANY INCREASE IN IMPERVIOUS AREA WILL BE ATTENUATED VIA THE STORMWATER MANAGEMENT BMPs PROPOSED ON THIS SITE. THE MEASURES PROPOSED FOR THE REGIONAL BMPs ARE DESIGNED UNDER THE PART IIB REGULATIONS. NO ADDITIONAL WATER QUALITY OR QUANTITY MEASURES ARE ANTICIPATED.
- THE PROPERTY SHOWN HEREON IS NOT WITHIN A FEMA 100 YEAR FLOOD PLAIN. SEE PANEL# 51009301102D, UNSHADED ZONE "X", DATED JUNE 3, 2008.
- LANDSCAPING WILL BE PROPOSED PER THE CITY OF LYNCHBURG'S LANDSCAPE ORDINANCE.
- EROSION AND SEDIMENT CONTROL MEASURES WILL BE USED IN ACCORDANCE WITH THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK. E&S MEASURES ARE NOT SHOWN ON THIS PLAN, BUT WILL BE INCLUDED WITH THE ACTUAL SITE PLAN WHEN SUBMITTED.
- THE DEVELOPER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY STATE, FEDERAL, AND LOCAL PERMITS REQUIRED FOR THE DEVELOPMENT OF THIS SITE.
- THIS SITE WILL BE SERVED BY PUBLIC WATER & SANITARY SEWER.
- TOTAL ACREAGE IS APPROXIMATELY 1.61 AC.

CONDITIONAL USE PERMIT FOR 3146 & 3150 WARDS FERRY RD

CITY OF LYNCHBURG, VIRGINIA



VICINITY MAP
NTS



- PID: 247-02-040
BARENY, M STEWART
DOC# 230000554
ZONED: B-1
- PID: 247-02-039
TIMBERLAKE INVESTMENTS LLC
DOC# 210009761
ZONED: B-1
- PID: 247-02-038
TIMBERLAKE INVESTMENTS LLC
DOC# 210009761
ZONED: R-2
- PID: 247-02-028
LATA, SHASHI &
GUPA, ANGELA
DOC# 200006300
ZONED: R-2
- CITY OF LYNCHBURG
RIGHT-OF-WAY

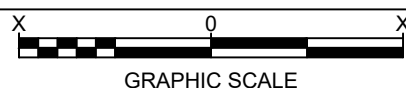
SHEET INDEX:

SHEET NO.	SHEET TITLE
1 OF 3	COVER SHEET
2 OF 3	SITE PLAN
3 OF 3	BOUNDARY



317 Brook Park Place
Forest, Virginia 24551

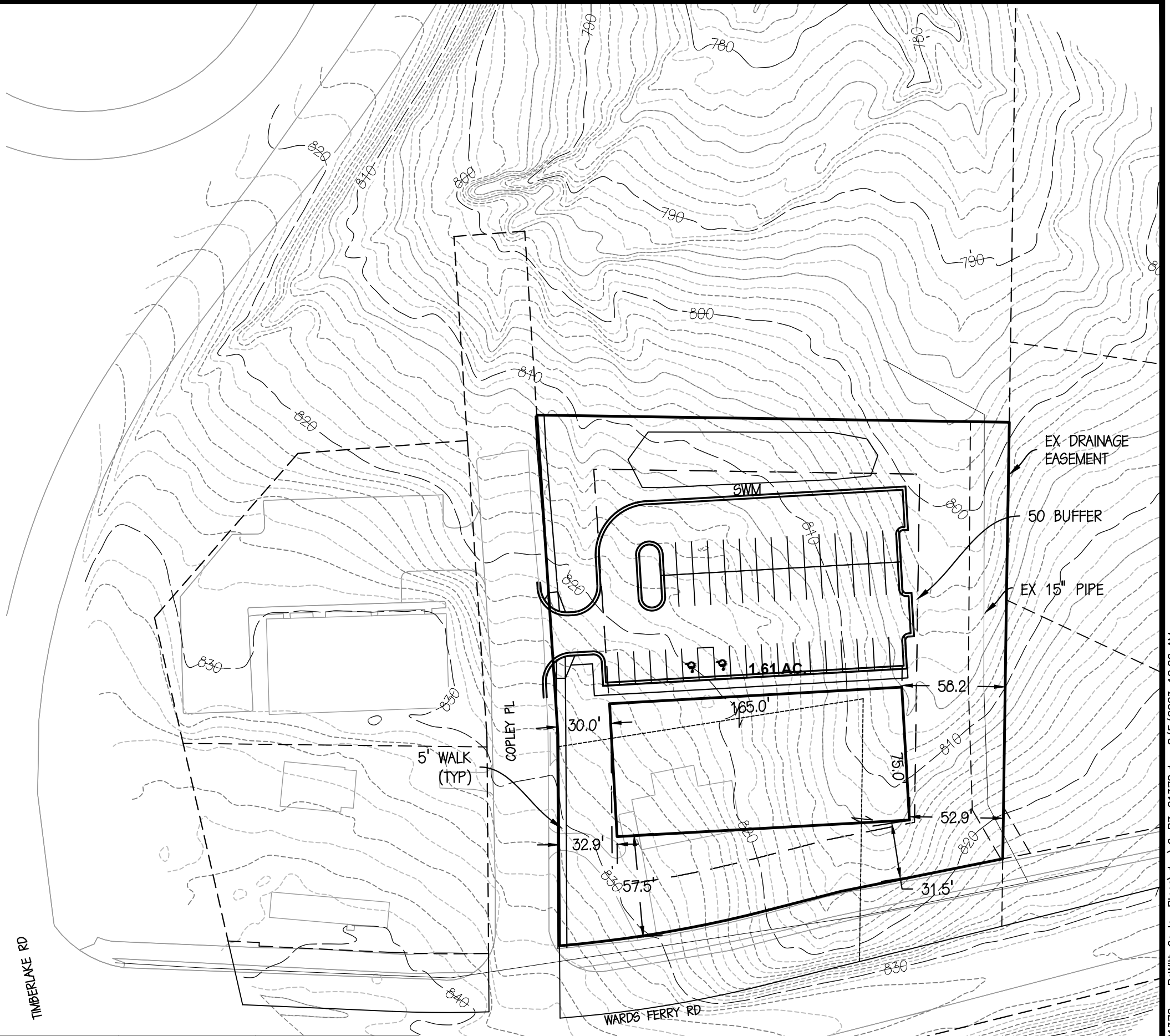
Office: 434-525-5985
Fax: 434-525-5986
E-Mail: pno@perkins-orrison.com
WEBSITE - <http://www.perkins-orrison.net/>



DATE: 09/05/23

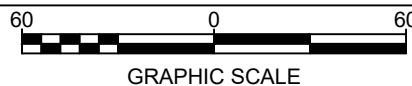
JOB#: 21372
DWG: *.dwg
DWN: MJD

1 19 UNIT APARTMENT BUILDING
 1 SPACE PER UNIT REQUIRED = 19 SPACES
 48 SPACES PROVIDED
 INCLUDING 2 HC



317 Brook Park Place
 Forest, Virginia 24551

Office: 434-525-5985
 Fax: 434-525-5986
 E-Mail: pno@perkins-orrison.com
 WEBSITE - <http://www.perkins-orrison.net/>

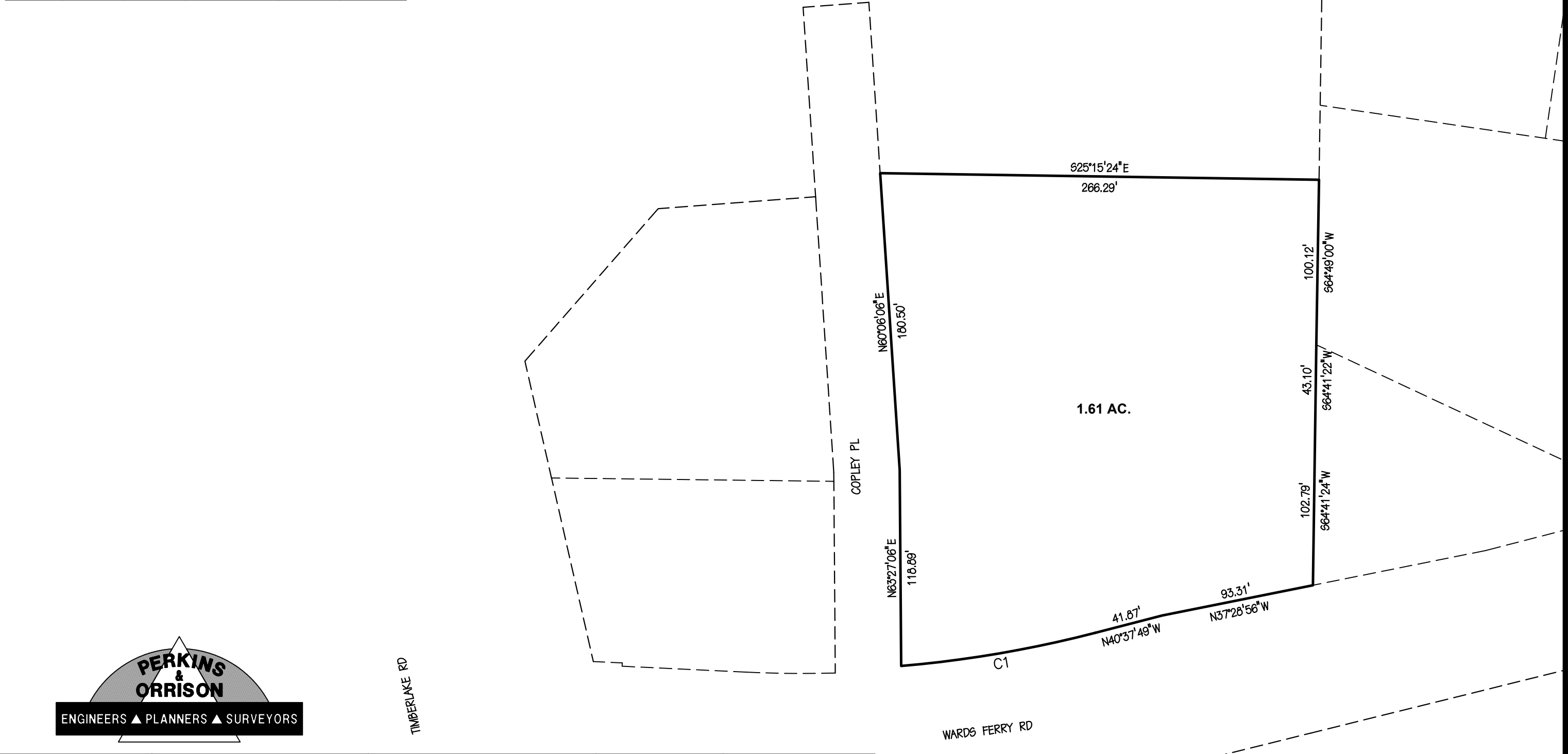


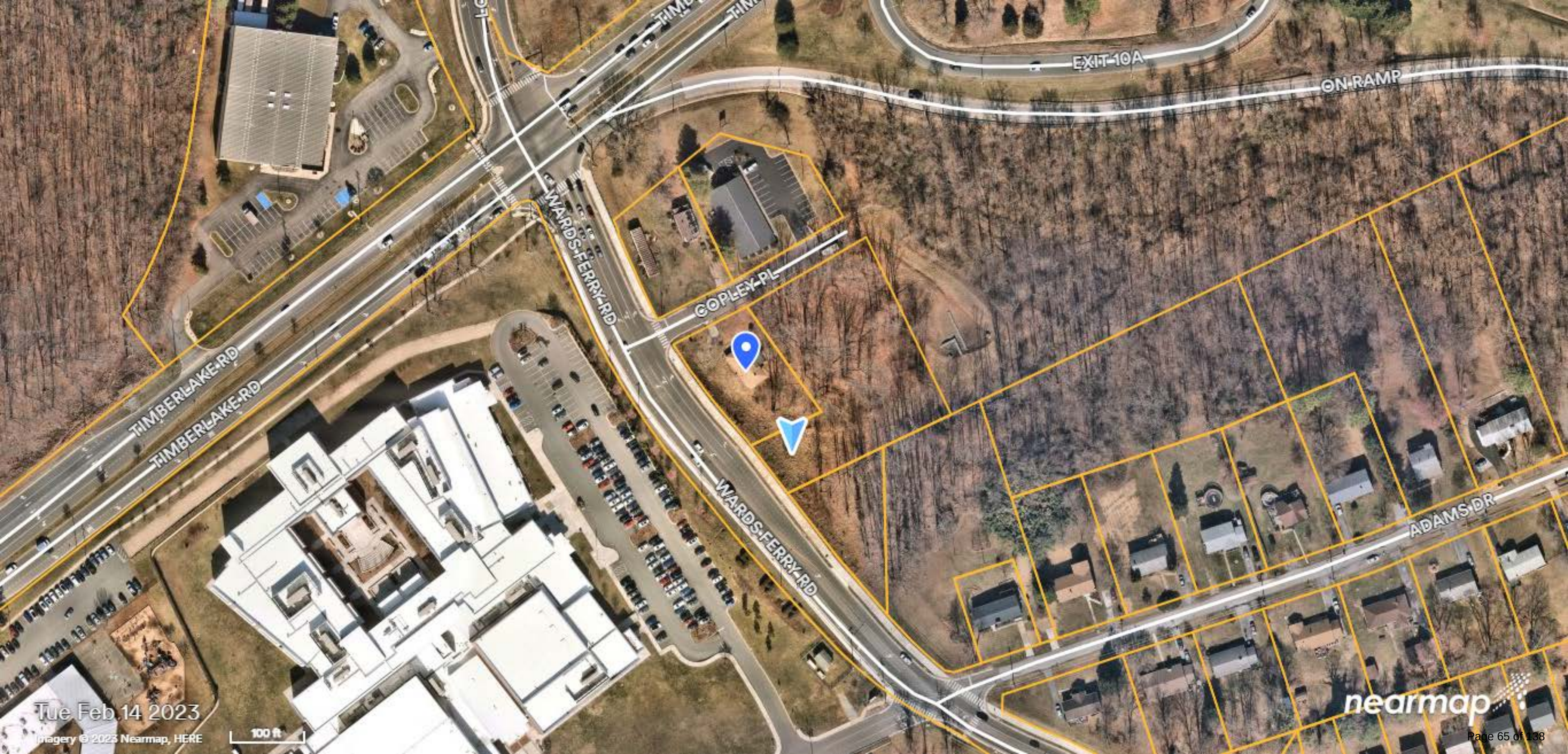
DATE: 09/05/23

JOB#: 21372
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 DWN: MJD

P:\2021\21372 - DeWitt Copley Place\dwg\C-RZ-21372.dwg 9/5/2023 10:26 AM

CURVE TABLE					
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C1	119.61'	709.50'	N35°49'08"W	119.47'	9°39'33"





Tue Feb 14 2023

Imagery © 2023 Nearmap, HERE

100 ft

nearmap

Timberlake Investments Apartments – CUP & FLUM Amendment
3146 & 3150 Wards Ferry Road
August 23, 2023

PLEASE PRINT CLEARLY

NAME	ADDRESS	PHONE	IN FAVOR	IN OPPOSITION	NEUTRAL
Norah Wilson			✓		
Tom DeWitt					
Arun Gupta					

AGENDA ITEM SUMMARY

MEETING DATE

October 24, 2023

PRESENTED BY

Tim Mitchell, Director of Water Resources

AGENDA ITEM # IV.5

Blackwater CSO Tunnel - US Pipe Agreements

RECOMMENDATION

Proceed to a Public Hearing for the purpose of conveying City Owned Tax Map Parcel 04510002, 8 Adams Street, (0.540 acres) to Griffin Pipe Products Co LLC as a portion of the agreement with US Pipe associated with the construction of the Blackwater CSO Tunnel Project.

SUMMARY

The Blackwater CSO Tunnel Project (CSO 52) requires the City to acquire a portion of Tax Map Parcel 04513002, 16 7th Street, from Griffin Pipe Products Co LLC and obtain a temporary construction easement on the entire parcel for the duration of the project. This displaces approximately 100 parking spaces significantly impacting the operation of US Pipe. Over the last year staff has been in negotiation with US Pipe to develop solutions that will minimize the impact to their operations during and after construction is complete. These negotiations include:

1. Swap New Parcel "A" (subdivided from Tax Map Parcel 04513002) 0.311 acres, for City Owned Tax Map Parcel 04510002, 8 Adams Street, 0.540 acres. This would terminate their current lease of 8 Adams Street for which they are paying the City \$600 per month.
2. The City will construct a 100 space parking area on Tax Map Parcel 04513005, 2 Adams Street, a parcel owned by Griffin Pipe Products Co LLC to accommodate the displaced parking.
3. Vacation of a portion of Adams Street that serves their operation.
4. The City will remove a construction debris pile on north side of 7th Street to provide US Pipe more usable area.
5. Convey an access easement across Tax Map Parcel 04513004, 4 Adams Street, a parcel owned by the City of Lynchburg, to access parking described in item no. 3.

Staff will provide a more detailed overview of these items.

PRIOR ACTION(S)

July 11, 2023 CSO Tunnel Project Update

FISCAL IMPACT

Loss of \$600 per month parking lot lease revenue. Costs associated with the other items discussed will be part of the overall Blackwater CSO Tunnel project expenses.

CONTACT(S)

Tim Mitchell, Director of Water Resources

ATTACHMENT(S)

1. Blackwater CSO Tunnel US Pipe Agreements

REVIEWED BY



Tim Mitchell, Director of Water Resources

Date: October 16, 2023



Greg Patrick, Deputy City Manager

Date: October 19, 2023



Alicia Finney, Clerk of Council

Date: October 19, 2023



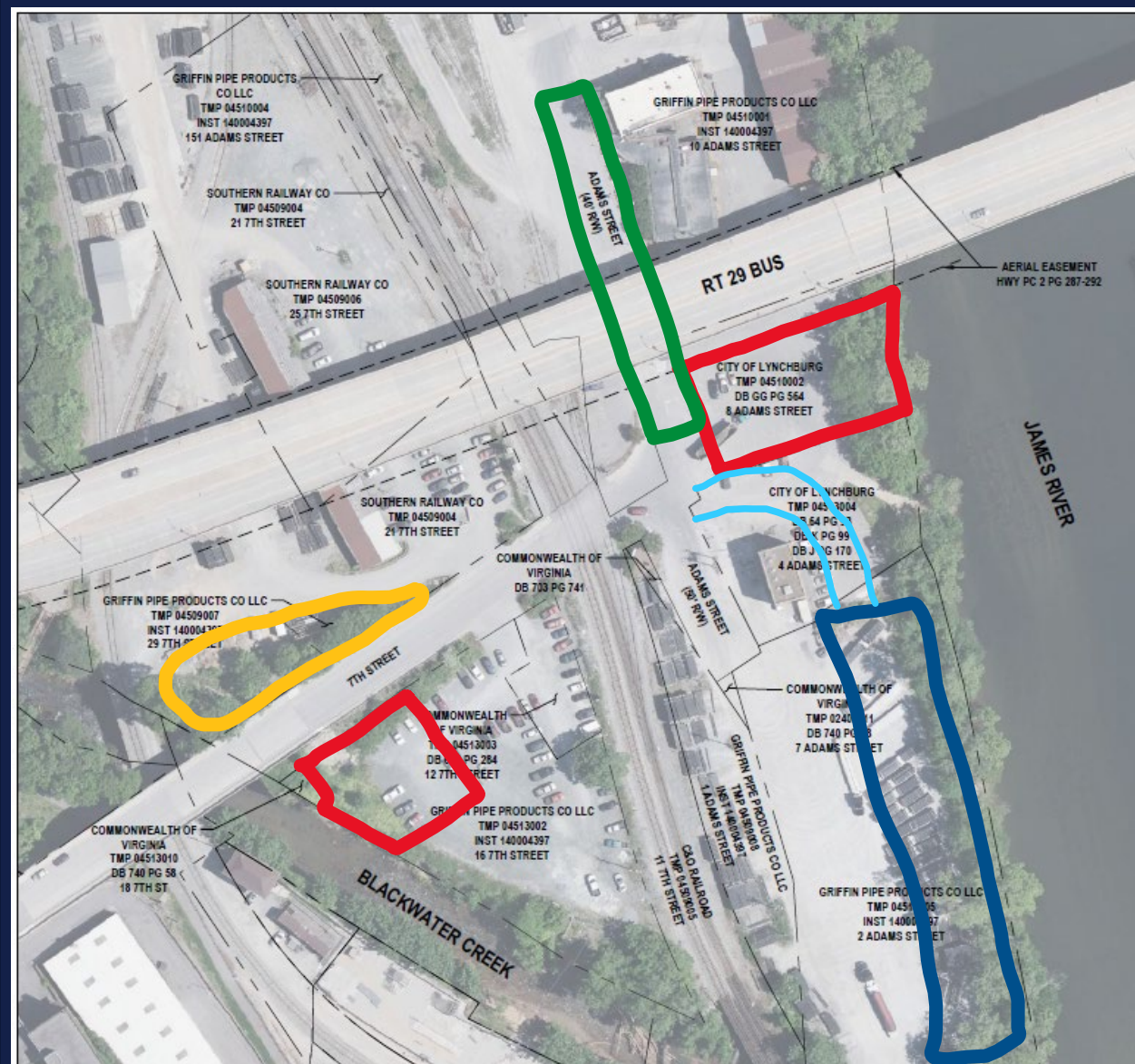
BLACKWATER CSO TUNNEL US PIPE AGREEMENTS

October 24, 2023



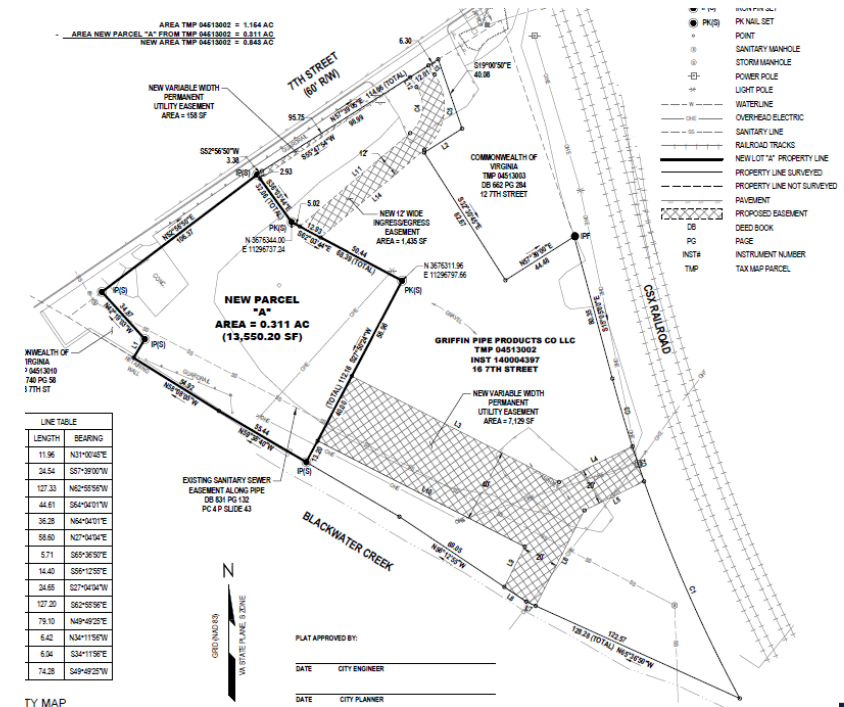
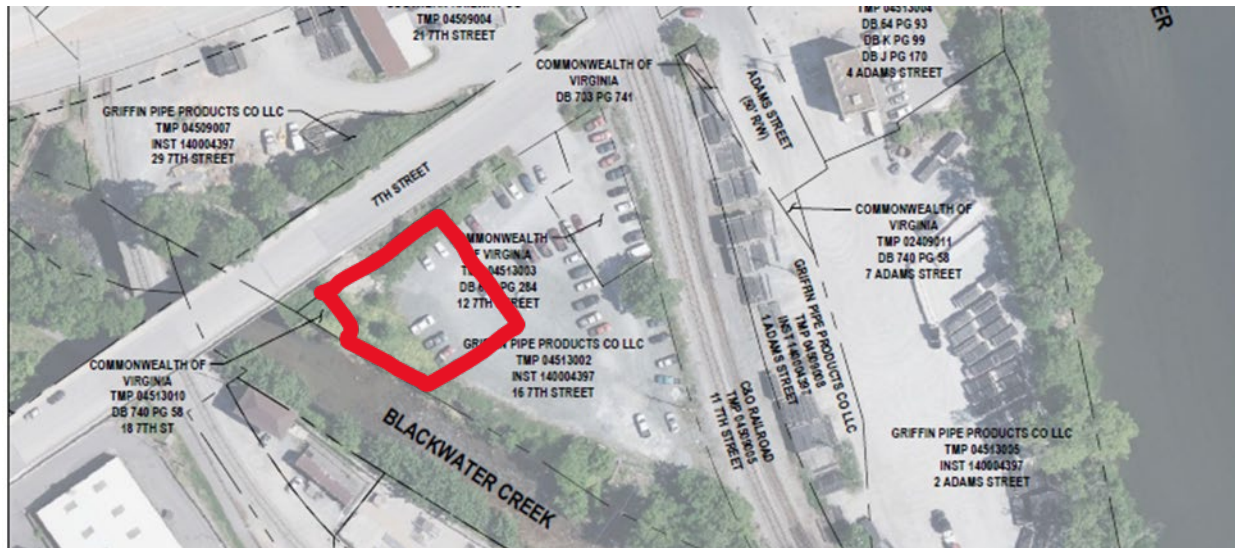
US PIPE – AREAS OF AGREEMENT

- Red – Property swap areas
- Blue – New 100 space parking lot
- Green – Approximate right-of-way vacation
- Yellow – Debris pile to be removed
- Light Blue – Access easement across 4 Adams Street to new parking



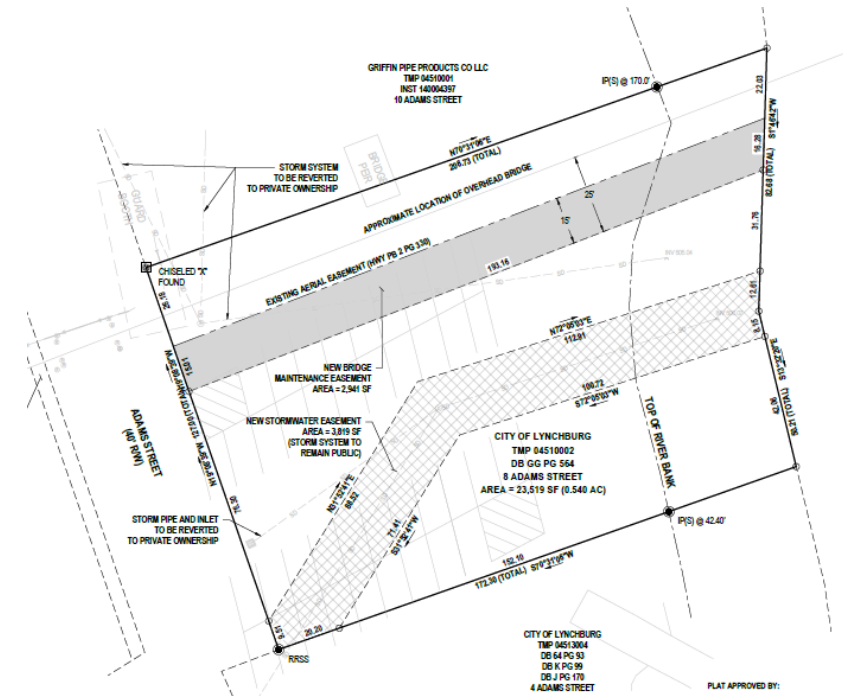
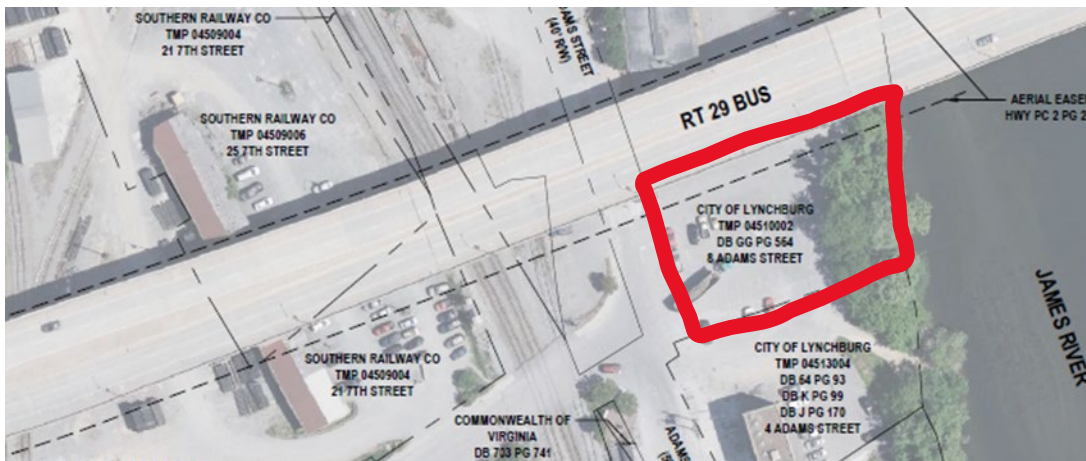
PARCEL TO BE CONVEYED TO THE CITY

- 16 7th Street – New Parcel “A”
- Appraised Value = \$20,000 (entire parcel)
- City will also acquire a temporary construction easement on entire parcel and necessary utility easements



PARCEL TO BE CONVEYED TO GRIFFIN PIPE

- 8 Adams Street
- Appraised Value = \$24,000
- Bridge and utility easements to be retained by the City



RIGHT-OF-WAY VACATION & DEBRIS PILE REMOVAL

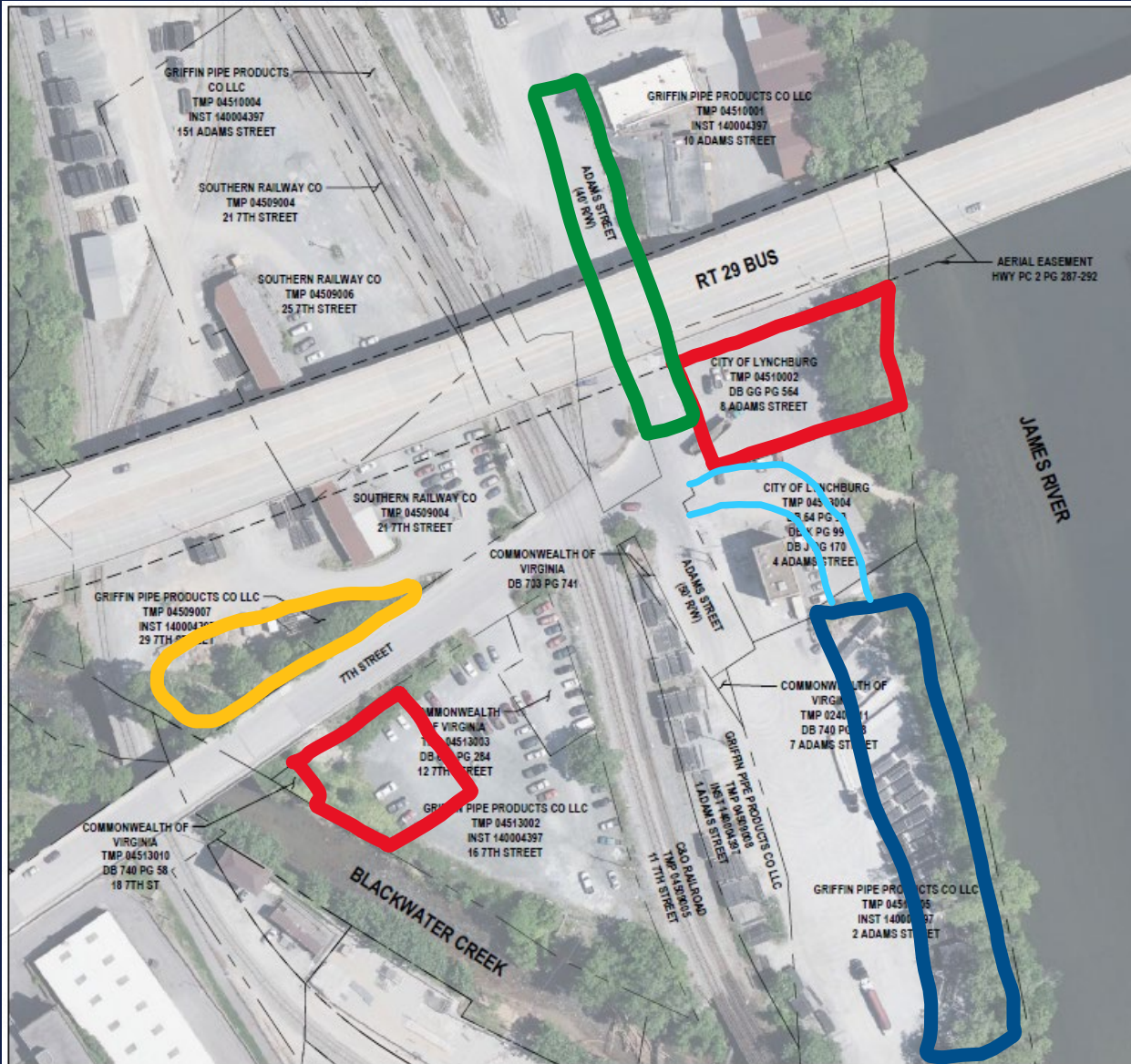


- Green – Approximate right-of-way vacation. Note: City will retain access and easement for bridge maintenance and easements for public utilities.
- Yellow – Construction debris pile to be removed. Debris is a combination of construction debris from private utilities, City projects, and US Pipe debris. Removing this will free up additional space.



RECOMMENDATION

Proceed to a Public Hearing on November 28, 2023 for the conveyance of 8 Adams Street to Griffin Pipe Products Co LLC. The remainder of the right-of-way vacation and access easement will also require Council action but will occur after the first of the year.



LYHB EYOND

Blackwater CSO Tunnel



AGENDA ITEM SUMMARY

MEETING DATE

October 24, 2023

PRESENTED BY

Wyatt Woody, Director of Parks and Recreation

AGENDA ITEM # IV.6

Jefferson Park and Tinbridge Hill Overlook - Dedications/Restrictions of Conserved Open Space Land

RECOMMENDATION

SUMMARY

City Council previously approved Community Development Block Grant funding for park projects in the Tinbridge Hill and Dearington Neighborhoods, respectively. In Tinbridge Hill, the project includes a trail connection and overlook structure at the end of Hollins Street.. In Dearington, upgrades to Jefferson Park include a new basketball court with a community-chosen mural, stair improvements to the old amphitheater, a small loop trail in the park, a neighborhood “patio” with a pavilion on the former tennis court, and park lighting. These enhancements were identified as part of neighborhood plans based on input from the residents and ultimately adopted by Council.

The improvements to both properties will generate surface water runoff (i.e. stormwater) that will need to be managed in accordance with city code and state law. Conserved open space -- the practice of setting aside land via deed restriction to allow low volumes of runoff to disperse and infiltrate -- is a state-approved measure to mitigate stormwater impacts. The engineers for each project identified conserved open space as a good fit for the park improvements and incorporated the practices into the approved design plans.

To dedicate the land for stormwater management purposes, City Council will need to approve resolutions to create the necessary deed restrictions. The resolutions will be scheduled for a public hearing at the November 28, 2023 meeting.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

N/A

CONTACT(S)

Wyatt Woody, Director of Parks and Recreation
Tom Martin, Acting Community Development Director
Matthew Freedman, City Attorney

ATTACHMENT(S)

1. Open Space Dedication Tinbridge Hill Overlook
2. Open Space Dedication Jefferson Park
3. Open Space Land Requirements
4. Proposed Resolution - Restriction & Dedication of Conserved Open Space Land - Jefferson Park & Tinbridge Hill

REVIEWED BY



Date: October 19, 2023

Kent White, Assistant City Manager



Date: October 19, 2023

Wynter C. Benda, City Manager



Date: October 19, 2023

Alicia Finney, Clerk of Council

X:\2021\221156 Lybg Turnbridge Ovrlook\CAD\Civil\Easement\221156A19_ES-01.dwg 10/4/2023

NOTES:

1. THIS PLAT IS FOR THE SOLE PURPOSE OF SHOWING THE CONSERVED OPEN SPACE, NO BOUNDARY SURVEY WAS PERFORMED.
2. THE DEDICATED OPEN SPACE SHOWN HEREON REPRESENTS A PORTION OF THE INTEREST IN PROPERTY DESCRIBED IN PARCEL ID'S (PID) 00325001, 00902002, 00902003, AND 00902004.
3. THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY DONE AS PER THE DATE OF THIS PLAT AND THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN.
4. BEARINGS, DISTANCES, AND MONUMENTS SHOWN HEREON MAY OR MAY NOT CONFORM WITH THOSE THAT WOULD BE SHOWN ON AN ACTUAL BOUNDARY SURVEY, AND NO CERTIFICATION IS MADE TO THAT EFFECT.
5. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT NECESSARILY INDICATE ALL ENCUMBRANCES UPON THE TITLE.
6. THE DESIGNATED OPEN SPACE AREAS ARE PART OF THE CITY'S STORMWATER MANAGEMENT QUALITY CONTROL. THESE AREAS WORK IN CONJUNCTION WITH THE WATER QUALITY CREDITS IN REDUCING THE PROJECT'S POST-DEVELOPED PHOSPHOROUS LOAD. THESE AREAS MAY BE MAINTAINED IN A WAY TO ALLOW FOR THE NATURAL, VEGETATED STATE TO REMAIN, WHERE ROUTINE MOWING SHALL NOT BE PERMITTED, AND BUSH HOGGED NO MORE THAN FOUR (4) TIMES A YEAR. THE OPEN SPACE IS NOT INTENDED TO PROHIBIT ANY FUTURE DEVELOPMENT. SHOULD FUTURE DEVELOPMENT OCCUR WITHIN THESE AREAS, STORMWATER QUALITY REQUIREMENTS WILL NEED TO BE ADDRESSED.



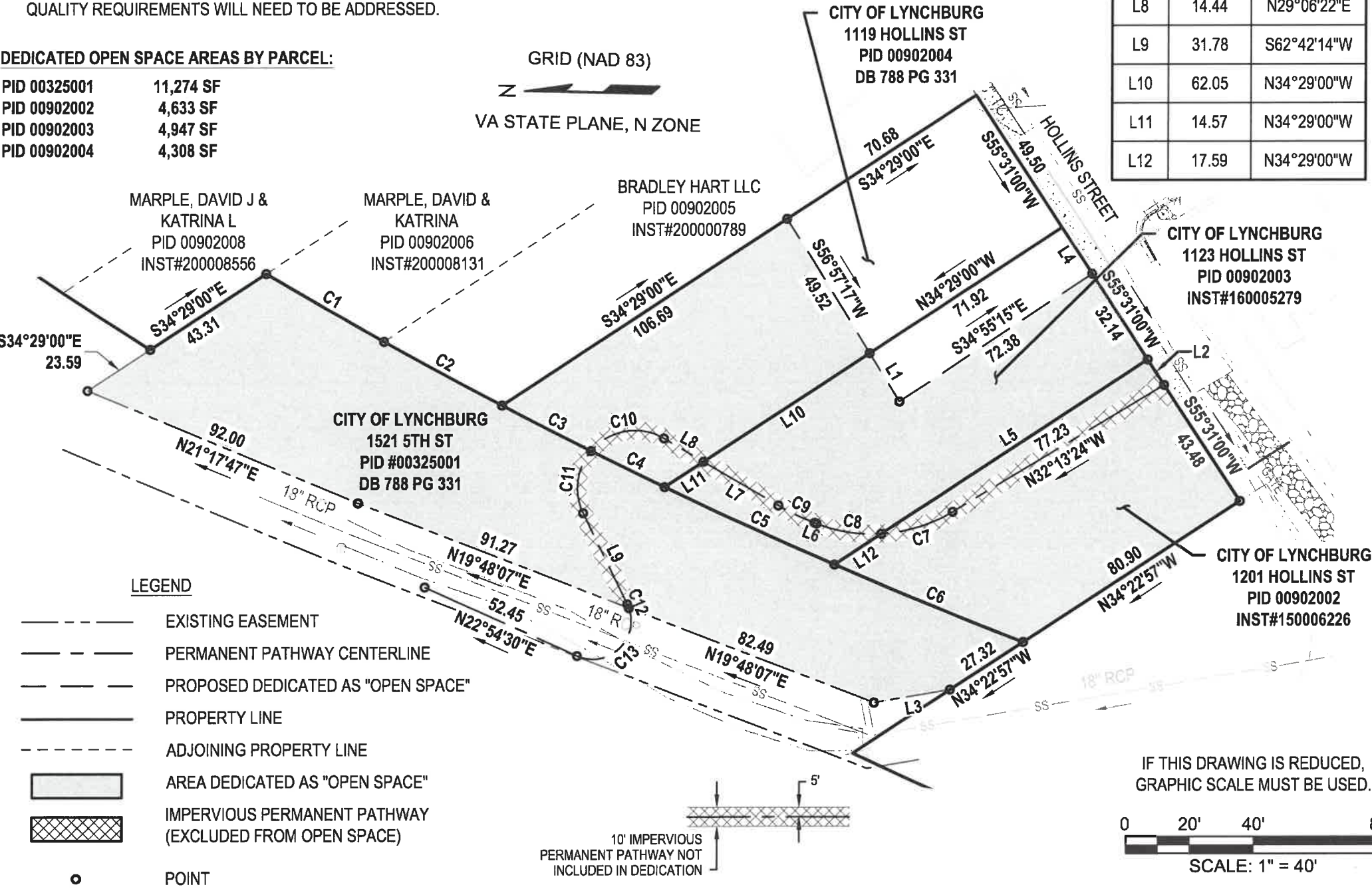
LINE TABLE		
LINE	LENGTH	BEARING
L1	17.92	S56°57'17"W
L2	9.52	S55°31'00"W
L3	24.22	N11°00'17"W
L4	17.36	S55°31'00"W
L5	99.65	N34°29'00"W
L6	0.68	N19°46'58"E
L7	27.20	N29°06'22"E
L8	14.44	N29°06'22"E
L9	31.78	S62°42'14"W
L10	62.05	N34°29'00"W
L11	14.57	N34°29'00"W
L12	17.59	N34°29'00"W

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	1.5289	1597.20	42.62	42.62	S28°35'31"W
C2	1.5096	1597.20	42.08	42.08	S27°04'21"W
C3	1.1301	1597.20	31.50	31.50	S25°45'10"W
C4	0.9251	1597.20	25.79	25.79	S24°43'31"W
C5	2.1010	1597.20	58.57	58.56	S23°12'44"W
C6	2.3011	1597.20	64.15	64.14	S21°00'40"W
C7	27.6181	49.00	23.62	23.39	N18°24'51"W
C8	24.3878	49.00	20.86	20.70	N7°35'19"E
C9	9.3235	77.00	12.53	12.52	N24°26'40"E
C10	80.4544	18.00	25.28	23.25	N11°07'16"W
C11	65.9479	18.00	20.72	19.59	N84°19'20"W
C12	6.4497	12.00	1.35	1.35	S65°55'43"W
C13	133.7548	12.00	28.01	22.07	N43°58'09"W

DEDICATED OPEN SPACE AREAS BY PARCEL:

PID 00325001	11,274 SF
PID 00902002	4,633 SF
PID 00902003	4,947 SF
PID 00902004	4,308 SF

GRID (NAD 83)
Z
VA STATE PLANE, N ZONE



PLAT ACCEPTED BY

J. [Signature] 10/4/23
CITY ENGINEER

CITY FILE NO. B-2436
CITY PROJECT # GOV2201-0001

TINBRIDGE HILL OVERLOOK

PLAT SHOWING:
OPEN SPACE DEDICATION
ON CITY OF LYNCHBURG PARCELS
00325001, 00902002, 00902003, AND 00902004

DESIGNED BY: DTS DRAWN BY: DGB CHECKED BY: BSH

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SCALE: 1" = 40'
DATE: OCTOBER 4, 2023
PROJECT NO.: 221156
SHEET: 1 OF 1

**VIRGINIA DEQ STORMWATER
DESIGN SPECIFICATION No. 2****SHEET FLOW TO A VEGETATED
FILTER STRIP OR
CONSERVED OPEN SPACE****VERSION 1.9
March 1, 2011****SECTION 1. DESCRIPTION**

Filter strips are vegetated areas that treat sheet flow delivered from adjacent impervious and managed turf areas by slowing runoff velocities and allowing sediment and attached pollutants to settle and/or be filtered by the vegetation. The two design variants of filter strips are (1) *Conserved Open Space* and (2) designed *Vegetated Filter Strips*. The design, installation, and management of these design variants are quite different, as outlined in this specification.

In both instances, stormwater must enter the filter strip or conserved open space as sheet flow. If the inflow is from a pipe or channel, an engineered level spreader must be designed in accordance with the criteria contained herein to convert the concentrated flow to sheet flow.

SECTION 2. PERFORMANCE

With proper design and maintenance, these practices can provide relatively high runoff reduction as shown in **Table 2.1**.

Table 2.1: Summary of Stormwater Functions Provided by Filter Strips¹

Stormwater Function	Conservation Area		Vegetated Filter Strip	
	HSG Soils A and B	HSG Soils C and D	HSG Soils A	HSG Soils B ⁴ , C and D
	Assume no CA ² in Conservation Area		No CA ³	With CA ²
Annual Runoff Vol. Reduction (RR)	75%	50%	50%	50%
Total Phosphorus (TP) EMC Reduction ⁵ by BMP Treatment Process	0		0	
Total Phosphorus (TP) Mass Load Removal	75%	50%	50%	50%
Total Nitrogen (TN) EMC Reduction by BMP Treatment Process	0		0	
Total Nitrogen (TN) Mass Load Removal	75%	50%	50%	50%
Channel Protection and Flood Mitigation	Partial. Designers can use the RRM spreadsheet to adjust curve number for each design storm for the contributing drainage area; <i>and</i> designers can account for a lengthened Time-of-Concentration flow path in computing peak discharge.			

¹ CWP and CSN (2008); CWP (2007)

² CA = Compost Amended Soils (see Design Specification No. 4)

³ Compost amendments are generally not applicable for undisturbed A soils, although it may be advisable to incorporate them on mass-graded A or B soils and/or filter strips on B soils, in order to maintain runoff reduction rates.

⁴ The plan approving authority may waive the requirement for compost amended soils for filter strips on B soils under certain conditions (see Section 6.2 below)

⁵ There is insufficient monitoring data to assign a nutrient removal rate for filter strips at this time.

SECTION 3. DESIGN TABLE

Conserved Open Space and Vegetated Filter Strips do not have two levels of design. Instead, each must meet the appropriate minimum criteria outlined in **Table 2.2** (next page) and **Section 6** (below) to qualify for the indicated level of runoff reduction. In addition, designers must conduct a site reconnaissance prior to design to confirm topography and soil conditions.

SECTION 4. TYPICAL DETAILS

Figure 1 shows a typical approach for sheetflow to a Conserved Open Space (Cappiella *et al.*, 2006). **Figures 2 and 3** provide standard details for an engineered level spreader developed by North Carolina State University (Hathaway and Hunt, 2006). An alternative design for an “energy dissipater” can be found in Henrico County’s *Environmental Program Manual* (Chapter 9, Minimum Design Standard 9.01) at: <http://www.co.henrico.va.us/works/eesd/>

Table 2.2. Filter Strip Design Criteria

Design Issue	Conserved Open Space	Vegetated Filter Strip
Soil and Vegetative Cover (Sections 6.1 and 6.2)	Undisturbed soils and native vegetation	Amended soils and dense turf cover or landscaped with herbaceous cover, shrubs, and trees
Overall Slope and Width (perpendicular to the flow) (Section 5)	0.5% to 3% Slope – Minimum 35 ft width 3% to 6% Slope – Minimum 50 ft width The first 10 ft. of filter must be 2% or less in all cases ²	1% ¹ to 4% Slope – Minimum 35 ft. width 4% to 6% Slope – Minimum 50 ft. width 6% to 8% Slope – Minimum 65 ft. width The first 10 ft. of filter must be 2% or less in all cases
Sheet Flow (Section 5)	Maximum flow length of 150 ft. from adjacent pervious areas; Maximum flow length of 75 ft. from adjacent impervious areas	
Concentrated Flow (Section 6.3)	Length of ELS ⁶ Lip = 13 lin. ft. per each 1 cfs of inflow if area has 90% Cover ³ Length = 40 lin. ft. per 1 cfs for forested or re-forested Areas ⁴ (ELS ⁶ length = 13 lin.ft. min; 130 lin.ft. max.)	Length of ELS ⁶ Lip = 13 lin.ft. per each 1 cfs of inflow (13 lin.ft. min; 130 lin.ft. max.)
Construction Stage (Section 8)	Located outside the limits of disturbance and protected by ESC controls	Prevent soil compaction by heavy equipment
Typical Applications (Section 5)	Adjacent to stream or wetland buffer or forest conservation area	Treat small areas of IC (e.g., 5,000 sf) and/or turf-intensive land uses (sports fields, golf courses) close to source
Compost Amendments (Section 6.1)	No	Yes (B, C, and D soils) ⁵
Boundary Spreader (Section 6.3)	GD ⁶ at top of filter	GD ⁶ at top of filter PB ⁶ at toe of filter
¹ A minimum of 1% is recommended to ensure positive drainage. ² For Conservation Areas with a varying slope, a pro-rated length may be computed only if the first 10 ft. is 2% or less. ³ Vegetative Cover is described in Section 6.2 . ⁴ Where the Conserved Open Space is a mixture of native grasses, herbaceous cover and forest (or re-forested area), the length of the ELS ⁶ Lip can be established by computing a weighted average of the lengths required for each vegetation type. Refer to Section 6.3 for design criteria ⁵ The plan approving authority may waive the requirement for compost amended soils for filter strips on B soils under certain conditions (see Section 6.1). ⁶ ELS = Engineered Level Spreader; GD = Gravel Diaphragm; PB = Permeable Berm.		

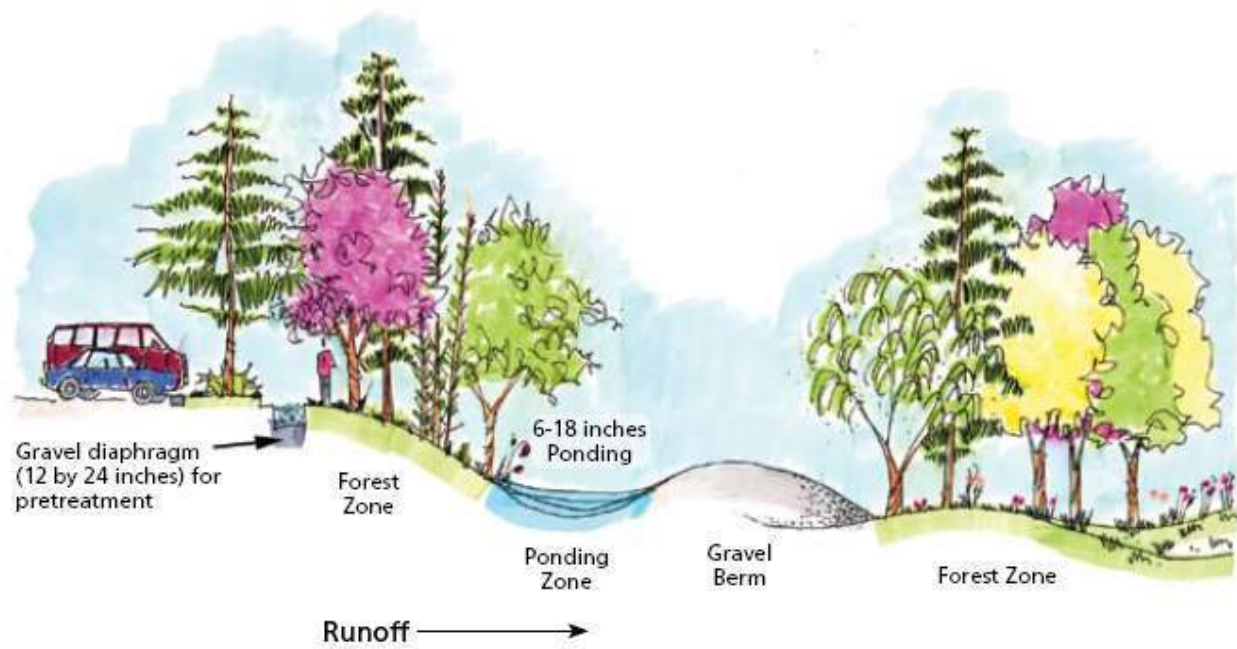


Figure 2.1. Typical Sheetflow to Conserved Open Space

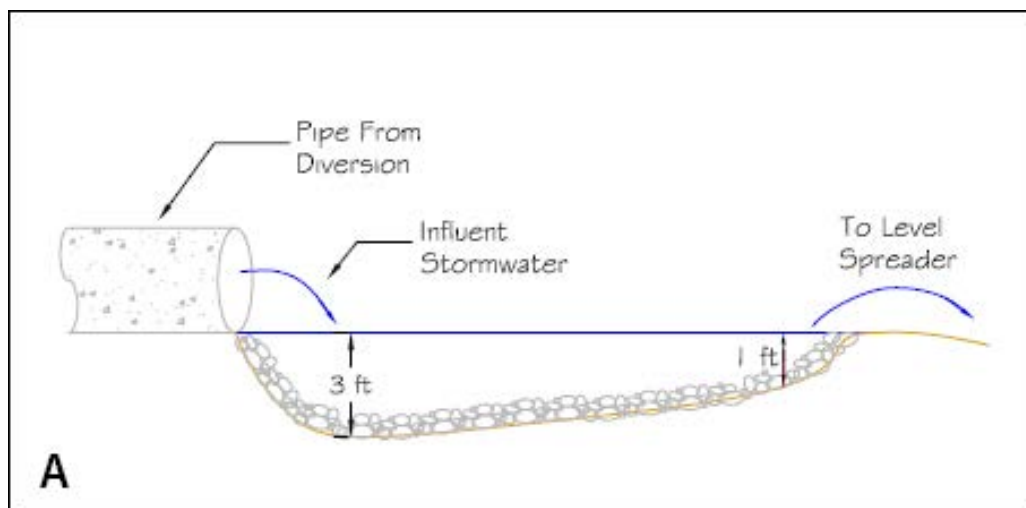


Figure 2.2. Level Spreader Forebay (Hathaway and Hunt 2006)

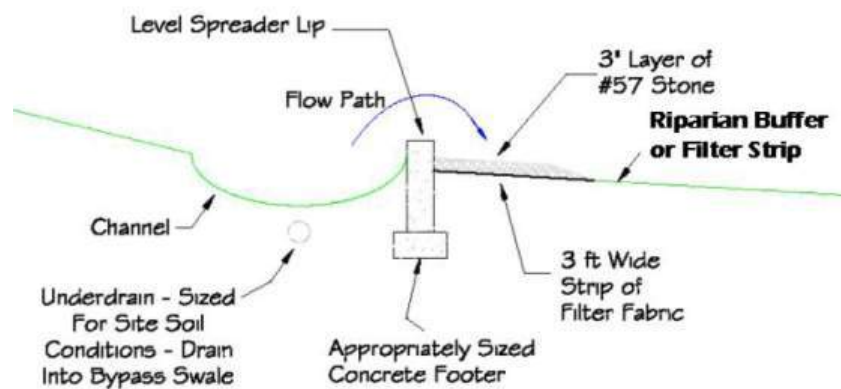
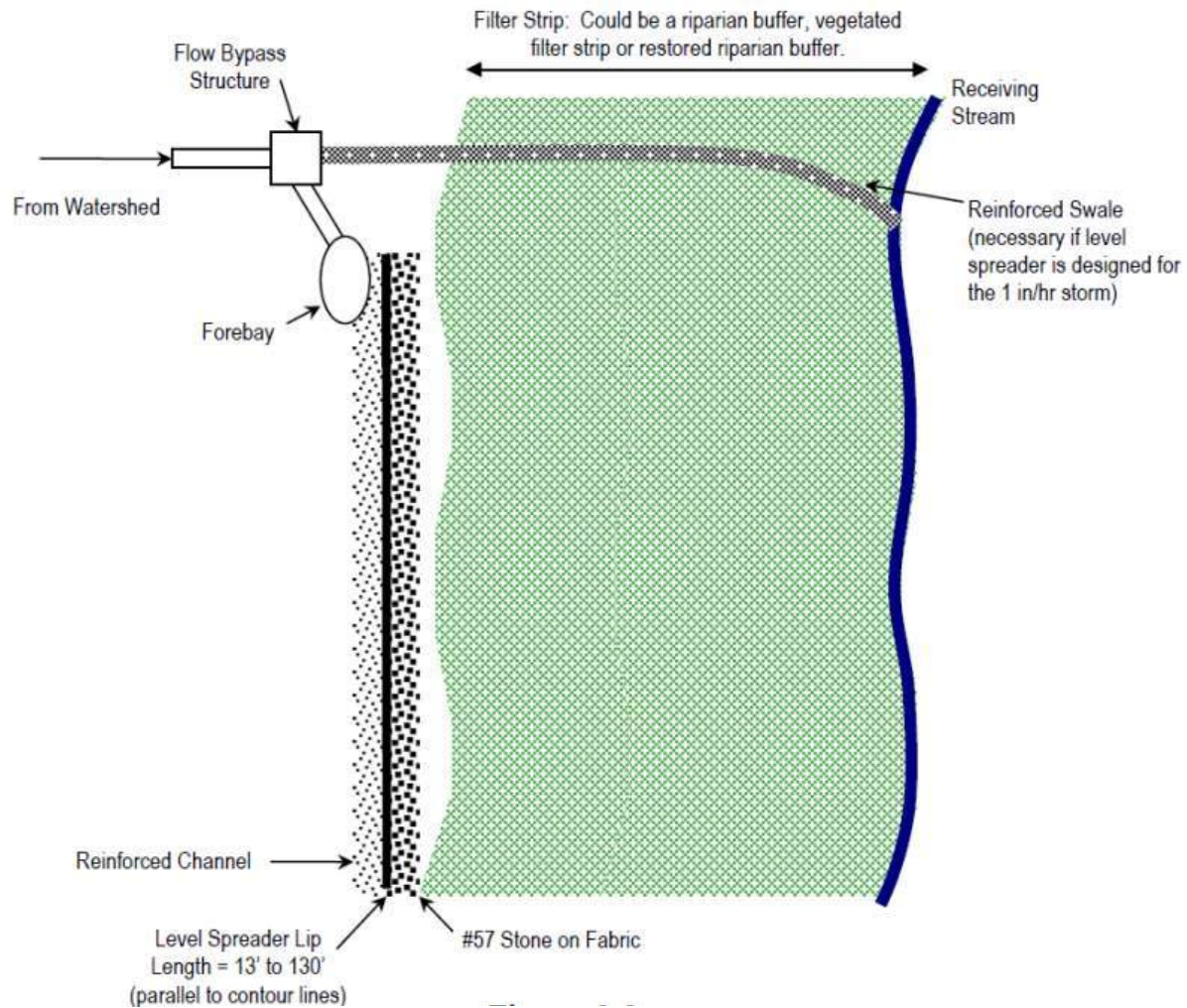


Figure 2.3: Plan and Cross Section of Engineered Level Spreader (ELS)
(Hathaway 2006)

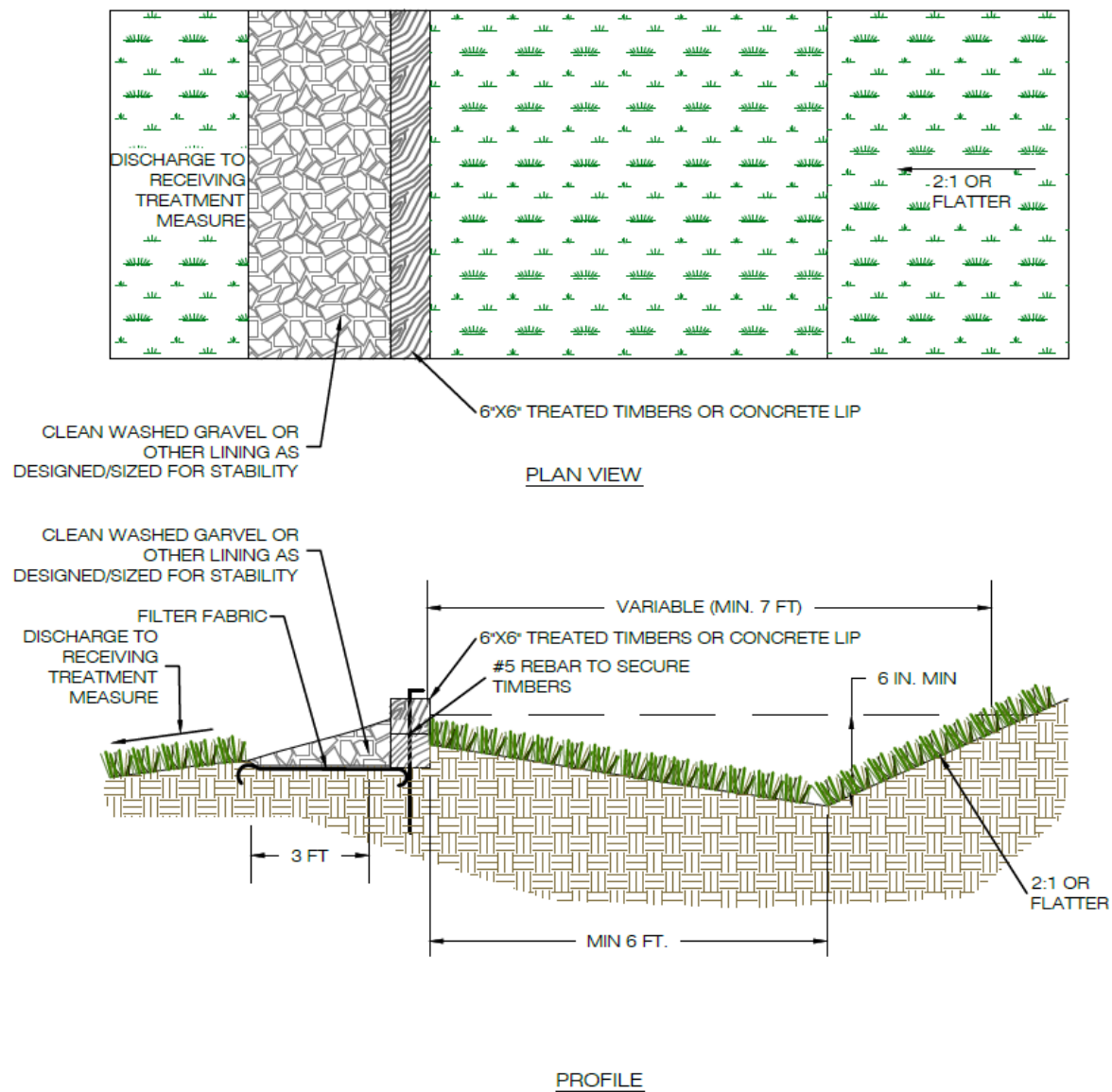


Figure 2.4A: Section - Level Spreader with Rigid Lip

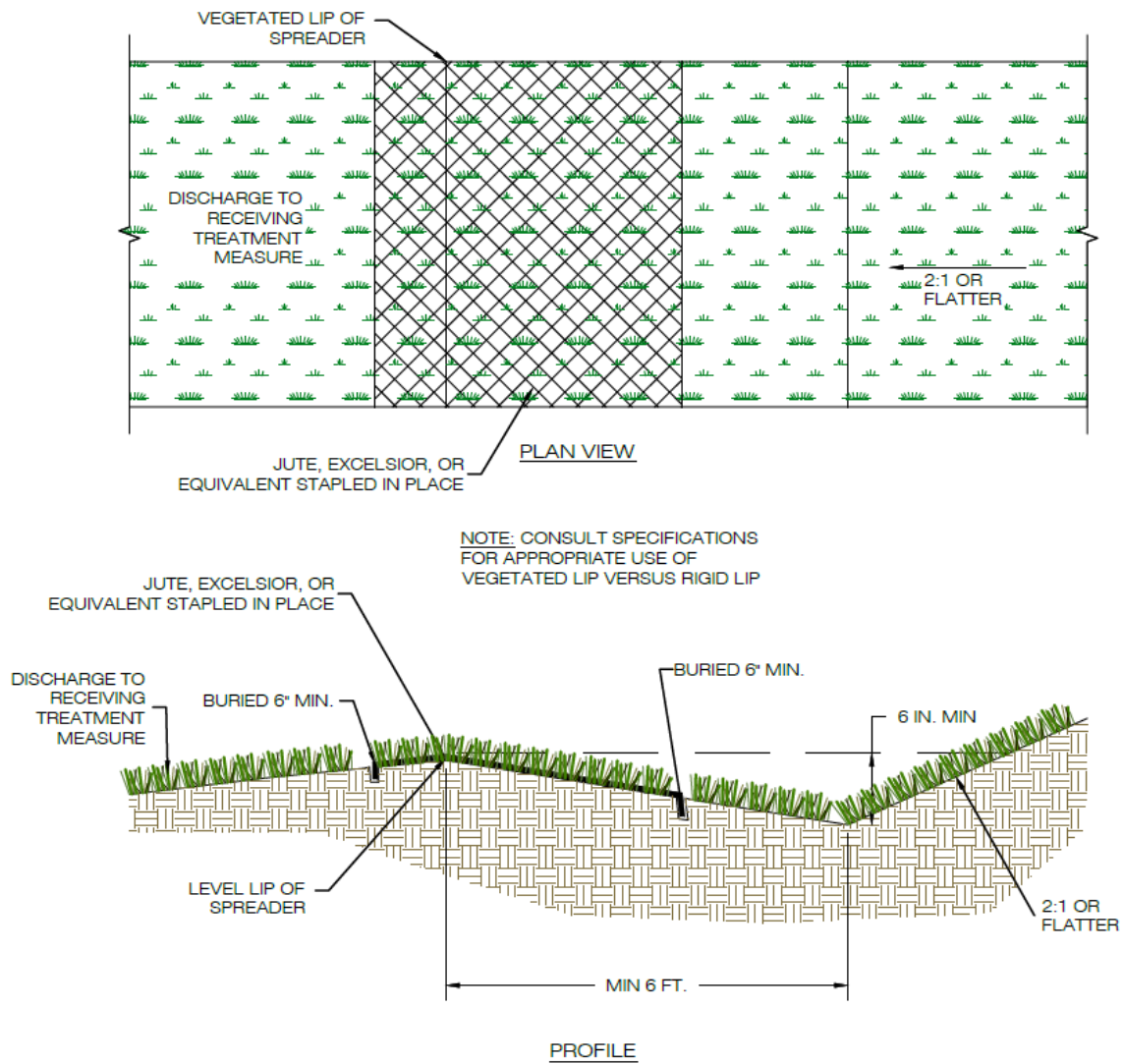


Figure 2.4B: Section - Alternative Level Spreader with Vegetated Lip

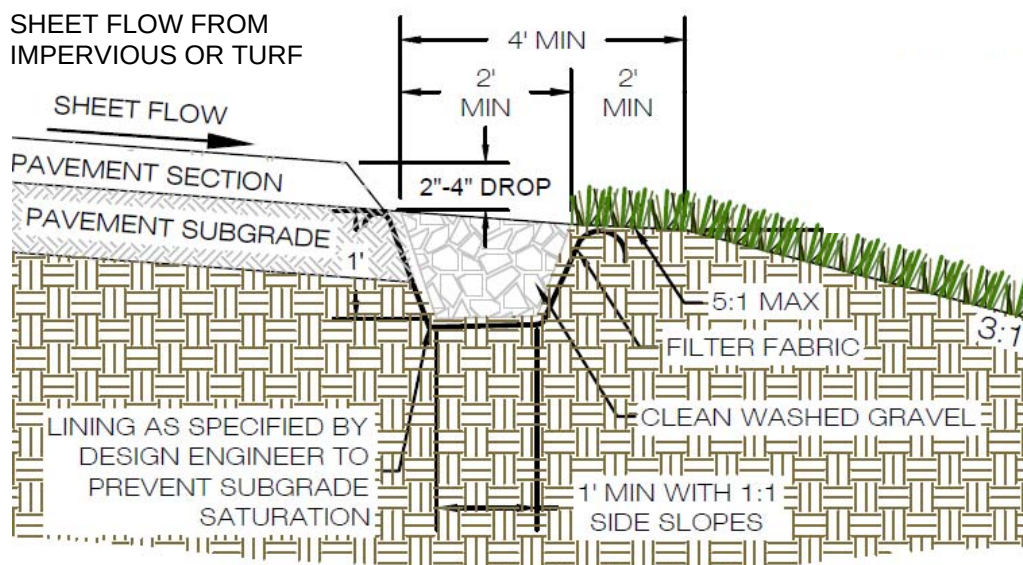


Figure 2.5 – Gravel Diaphragm – Sheet Flow Pre-treatment

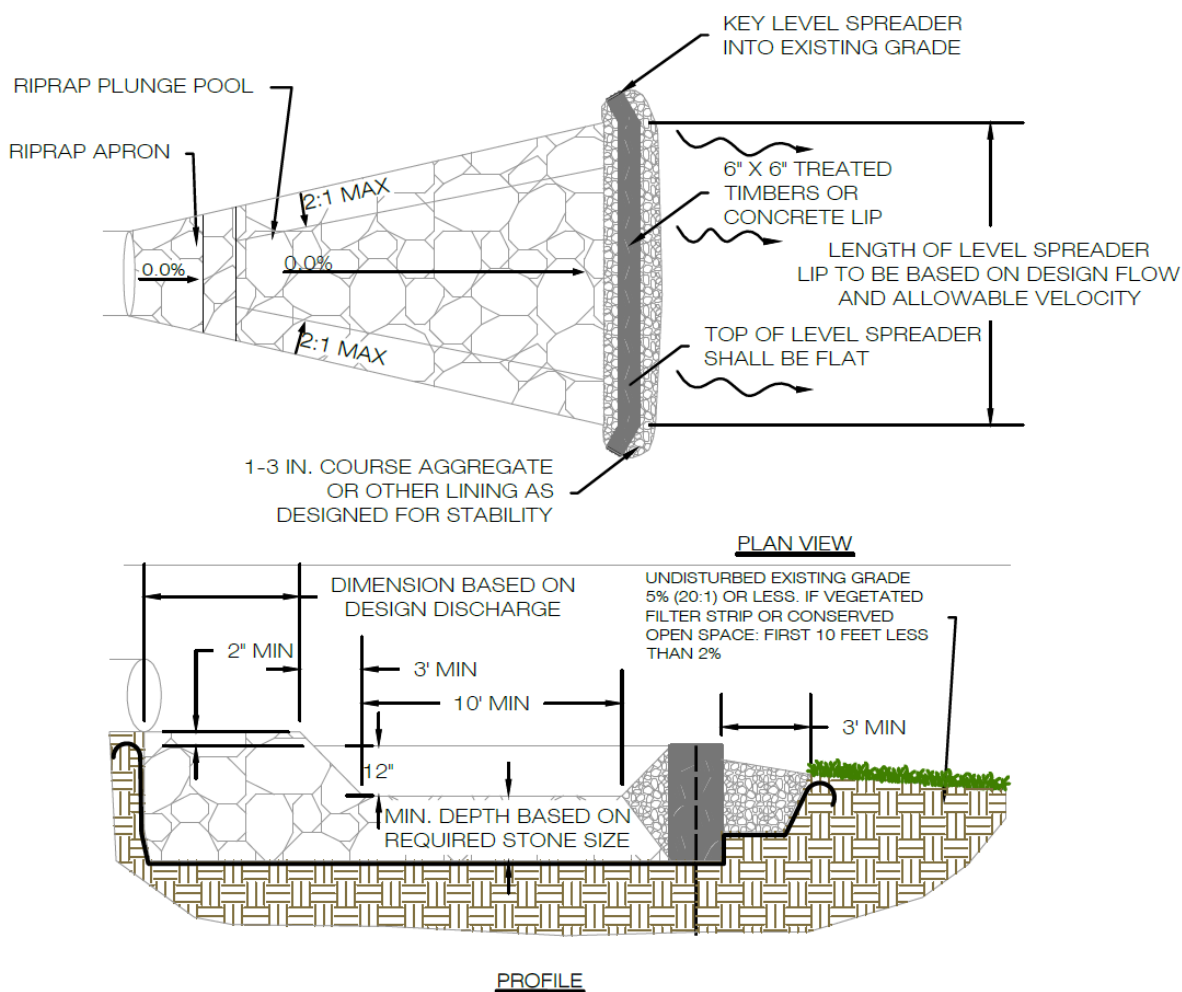


Figure 2.6: Level Spreader: Pipe or Channel Flow to Filter Strip or Preserved Open Space

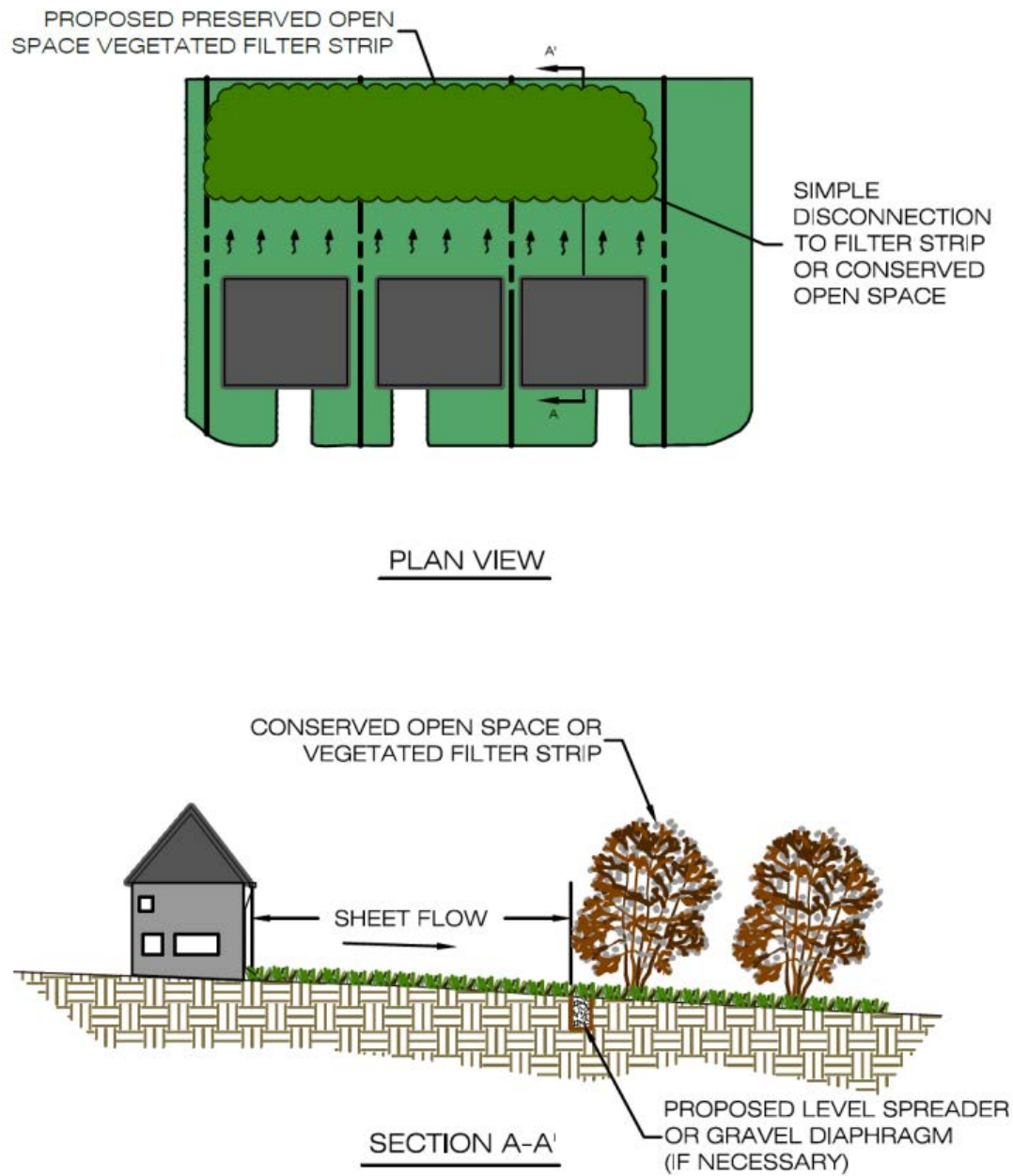


Figure 2.7: Simple Disconnection to downstream Preserved Open Space or Vegetated Filter Strip

SECTION 5. PHYSICAL FEASIBILITY & DESIGN APPLICATIONS

5.1 Conserved Open Space

The most common design applications of Conserved Open Space are on sites that are hydrologically connected to a protected stream buffer, wetland buffer, floodplain, forest conservation area, or other protected lands. Conserved open space is an ideal component of the "outer zone" of a stream buffer, such as a Resource Protection Area (as is required in some parts of the state), which normally receives runoff as sheetflow. Care should be taken to locate all energy dissipaters or flow spreading devices outside of the protected area.

Designers may apply a runoff reduction credit to any impervious or managed turf cover that is hydrologically connected and effectively treated by a protected Conserved Open Space that meets the following eligibility criteria:

- The goal of establishing Conserved Open Space is to protect a vegetated area contiguous to a receiving system, such as a stream or natural channel, for treating stormwater runoff. Establishing isolated Conserved Open Space pockets on a development site may not achieve this goal unless they effectively serve to connect the surface runoff to the receiving system. Therefore, a locality may choose to establish goals for minimum acreage to be conserved (in terms of total acreage or percentage of the total project site), and the physical location (adjacent to a stream, or other criteria) in order for the cumulative conserved open space to qualify for the RRM credit.
- No major disturbance may occur within the conserved open space during or after construction (i.e., no clearing or grading is allowed except temporary disturbances associated with incidental utility construction, restoration operations, or management of nuisance vegetation). The Conserved Open Space area shall not be stripped of topsoil. Some light grading may be needed at the boundary using tracked vehicles to prevent compaction.
- The limits of disturbance should be clearly shown on all construction drawings and protected by acceptable signage and erosion control measures.
- A long term vegetation management plan must be prepared to maintain the Conserved Open Space in a natural vegetative condition. Generally, Conserved Open Space management plans do not encourage or even allow any active management. However, a specific plan should be developed to manage the unintended consequences of passive recreation, control invasive species, provide for tree and understory maintenance, etc. Managed turf is not considered an acceptable form of vegetative management, and only the passive recreation areas of dedicated parkland are eligible for the practice (e.g., the actively used portions of ball fields and golf courses are not eligible), although conservation areas can be ideal treatment practices at the edges of turf-intensive land uses.
- The Conserved Open Space must be protected by a perpetual easement or deed restriction that assigns the responsible party to ensure that no future development, disturbance, or clearing may occur within the area.
- The practice does *not* apply to jurisdictional wetlands that are sensitive to increased inputs of stormwater runoff (e.g., bogs and fens).

5.2 Vegetated Filter Strips

Vegetated Filter Strips are best suited to treat runoff from small segments of impervious cover (usually less than 5,000 sq. ft.) adjacent to road shoulders, small parking lots and rooftops. Vegetated Filter Strips may also be used as pretreatment for another stormwater practice such as a dry swale, bioretention, or infiltration areas. If sufficient pervious area is available at the site, larger areas of impervious cover can be treated by vegetated filter strips, using an engineered level spreader to recreate sheet flow. Vegetated Filter Strips are also well suited to treat runoff from turf-intensive land uses, such as the managed turf areas of sports fields, golf courses, and parkland.

Conserved Open Space and Vegetated Filter Strips can be used in a variety of situations; however there are several constraints to their use:

- **Filter Slopes and Widths.** Maximum slopes for Conserved Open Space and Vegetated Filter Strips are 6% and 8% respectively, in order to maintain sheet flow through the practice. In addition, the overall contributing drainage area must likewise be relatively flat to ensure sheet flow draining into the filter. Where this is not possible, alternative measures, such as an engineered level spreader, can be used. Minimum widths (flow path) for Conserved Open Space and Vegetated Filter Strips are dependent on slope, as specified in **Table 2.2** above.
- **Soils.** Vegetated Filter Strips are appropriate for all soil types, except fill soils. The runoff reduction rate, however, is dependent on the underlying Hydrologic Soil Groups (see **Table 2.1** above) and whether soils receive compost amendments.
- **Contributing Flow Path to Filter.** Vegetated Filter Strips are used to treat very small drainage areas of a few acres or less. The limiting design factor is the length of flow directed to the filter. As a rule, flow tends to concentrate after 75 feet of flow length for impervious surfaces, and 150 feet for pervious surfaces (Claytor, 1996). When flow concentrates, it moves too rapidly to be effectively treated by a Vegetated Filter Strip, unless an engineered level spreader is used. When the existing flow at a site is concentrated, a vegetated swale should be used instead of a Vegetated Filter Strip (Lantin and Barrett, 2005).
- **Hotspot Land Uses.** Vegetated Filter Strips should not receive hotspot runoff, since the infiltrated runoff could cause groundwater contamination.
- **Turf-Intensive Land Uses.** Both Conserved Open Space and Vegetated Filter Strips are appropriate to treat managed turf and the actively-used areas of sports fields, golf courses, parkland, and other turf-intensive land uses.
- **Proximity of Underground Utilities.** Underground pipes and conduits that cross the Vegetated Filter Strip are acceptable.

SECTION 6. DESIGN CRITERIA

6.1. Compost Soil Amendments

Compost soil amendments will enhance the runoff reduction capability of a vegetated filter strip when located on hydrologic soil groups B, C, and D, subject to the following design requirements:

- The compost amendments should extend over the full length and width of the filter strip.
- The amount of approved compost material and the depth to which it must be incorporated is outlined in Stormwater Design Specification No. 4.
- The amended area will be raked to achieve the most level slope possible without using heavy construction equipment, and it will be stabilized rapidly with perennial grass and/or herbaceous species.
- If slopes exceed 3%, a protective biodegradable fabric or matting (e.g., EC-2) should be installed to stabilize the site prior to runoff discharge.
- Compost amendments should not be incorporated until the gravel diaphragm and/or engineered level spreader are installed (see **Section 6.3**).
- The local plan approval authority may waive the requirement for compost amendments on HSG-B soils in order to receive credit as a filter strip if (1) the designer can provide verification of the adequacy of the on-site soil type, texture, and profile to function as a filter strip, and (2) the area designated for the filter strip will not be disturbed during construction.

6.2. Planting and Vegetation Management

Conserved Open Space . No grading or clearing of native vegetation is allowed within the Conserved Open Space. An invasive species management plan should be developed and approved by the local plan approval authority.

Reforested Conserved Open Space. At some sites, the proposed stream buffer or Conserved Open Space may be in turf or meadow cover, or overrun with invasive plants and vines. In these situations, a landscape architect or horticulturalist should prepare a reforestation or restoration plan for the Conserved Open Space. The entire area can be planted with native trees and shrubs or planted to achieve a gradual transition from turf to meadow to shrub and forest. Trees and shrubs with deep rooting capabilities are recommended for planting to maximize soil infiltration capacity (PWD, 2007). Over-plant with seedlings for fast establishment and to account for mortality. Plant larger stock at desired spacing intervals (25 to 40 feet for large trees) using random spacing (Cappiella *et al.*, 2006). Plant ground cover or a herbaceous layer to ensure rapid vegetative cover of the surface area.

Vegetated Filter Strips. Vegetated Filter Strips should be planted at such a density to achieve a 90% grass/herbaceous cover after the second growing season. Filter strips should be seeded, not sodded. Seeding establishes deeper roots, and sod may have muck soil that is not conducive to infiltration (Wisconsin DNR, 2007). The filter strip vegetation may consist of turf grasses, meadow grasses, other herbaceous plants, shrubs, and trees, as long as the primary goal of at least 90% coverage with grasses and/or other herbaceous plants is achieved. Designers should

choose vegetation that stabilizes the soil and is salt tolerant. Vegetation at the toe of the filter, where temporary ponding may occur behind the permeable berm, should be able to withstand both wet and dry periods. The planting areas can be divided into zones to account for differences in inundation and slope.

6.3. Diaphragms, Berms and Level Spreaders

Gravel Diaphragms: A pea gravel diaphragm at the top of the slope is required for both Conserved Open Space and Vegetated Filter Strips that receive sheetflow. The pea gravel diaphragm is created by excavating a 2-foot wide and 1-foot deep trench that runs on the same contour at the top of the filter strip. The diaphragm serves two purposes. First, it acts as a pretreatment device, settling out sediment particles before they reach the practice. Second, it acts as a level spreader, maintaining sheet flow as runoff flows over the Filter Strip. Refer to **Figure 2.5**.

- The flow should travel over the impervious area and to the practice as sheet flow and then drop at least 3 inches onto the gravel diaphragm. The drop helps to prevent runoff from running laterally along the pavement edge, where grit and debris tend to build up (thus allowing by-pass of the Filter Strip).
- A layer of filter fabric should be placed between the gravel and the underlying soil trench.
- If the contributing drainage area is steep (6% slope or greater), then larger stone (clean bank-run gravel that meets VDOT #57 grade) should be used in the diaphragm.
- If the contributing drainage area is solely turf (e.g., sports field), then the gravel diaphragm may be eliminated.

Permeable Berm: Vegetated Filter Strips should be designed with a permeable berm at the toe of the Filter Strip to create a shallow ponding area. Runoff ponds behind the berm and gradually flows through outlet pipes in the berm or through a gravel lens in the berm with a perforated pipe. During larger storms, runoff may overtop the berm (Cappiella *et al.*, 2006). The permeable berm should have the following properties:

- A wide and shallow trench, 6 to 12 inches deep, should be excavated at the upstream toe of the berm, parallel with the contours.
- Media for the berm should consist of 40% excavated soil, 40% sand, and 20% pea gravel.
- The berm 6 to 12 inches high should be located downgradient of the excavated depression and should have gentle side slopes to promote easy mowing (Cappiella *et al.*, 2006).
- Stone may be needed to armor the top of berm to handle extreme storm events.
- A permeable berm is not needed when vegetated filter strips are used as pretreatment to another stormwater practice.

Engineered Level Spreaders. The design of engineered level spreaders should conform to the following design criteria based on recommendations of Hathaway and Hunt (2006), or a locally approved standard that meets the intent of these criteria, in order to ensure non-erosive sheet flow into the vegetated buffer area. **Figure 2.3** above represents a configuration that includes a bypass structure that diverts the design storm to the level spreader, and bypasses the larger storm events around the Conserved Open Space or Vegetated Filter Strip through an improved channel.

An alternative approach is that utilized by Henrico County, where pipe or channels discharge at the landward edge of a floodplain or stream (Resource Protection Area or RPA) buffer. The entire flow is directed through a stilling basin energy dissipater and then a level spreader such that the entire design storm for the conveyance system (typically a 10-year frequency storm) is discharged as sheet flow through the buffer. (Refer to Henrico County's *Environmental Program Manual*; Chapter 9, Minimum Design Standard 9.01 "Energy Dissipator": <http://www.co.henrico.va.us/works/eesd/>.)

Key design elements of the engineered level spreader, as provided in **Figures 2 and 3**, include the following:

- High Flow Bypass provides safe passage for larger design storms through the filter strip. The bypass channel should accommodate all peak flows greater than the water quality design flow.
- A Forebay should have a maximum depth of 3 feet and gradually transition to a depth of 1 foot at the level spreader lip (**Figure 2**). The forebay is sized such that the surface area is 0.2% of the contributing impervious area. (A forebay is not necessary if the concentrated flow is from the outlet of an extended detention basin or similar practice).
- The length of the level spreader should be determined by the type of filter area and the design flow:
 - 13 feet of level spreader length per every 1 cubic foot per second (cfs) of inflow for discharges to a Vegetated Filter Strip or Conserved Open Space consisting of native grasses or thick ground cover;
 - 40 feet of level spreader length per every 1 cfs of inflow when the spreader discharges to a Conserved Open Space consisting of forested or reforested buffer (Hathaway and Hunt, 2006).
 - Where the Conserved Open Space is a mix of grass and forest (or re-forested), establish the level spreader length by computing a weighted average of the lengths required for each vegetation type.
 - The minimum level spreader length is 13 feet and the maximum is 130 feet.
 - For the purposes of determining the Level Spreader length, the peak discharge shall be determined using the Rational Equation with an intensity of 1-inch/hour.
- The level spreader lip should be concrete, wood or pre-fabricated metal, with a well-anchored footer, or other accepted rigid, non-erodible material.
- The ends of the level spreader section should be tied back into the slope to avoid scouring around the ends of the level spreader; otherwise, short-circuiting of the facility could create erosion.
- The width of the level spreader channel on the up-stream side of the level lip should be three times the diameter of the inflow pipe, and the depth should be 9 inches or one-half the culvert diameter, whichever is greater.
- The level spreader should be placed 3 to 6 inches above the downstream natural grade elevation to avoid turf buildup. In order to prevent grade drops that re-concentrate the flows, a 3-foot long section of VDOT # 3 stone, underlain by filter fabric, should be installed just below the spreader to transition from the level spreader to natural grade.

- Vegetated receiving areas down-gradient from the level spreader must be able to withstand the force of the flow coming over the lip of the device. It may be necessary to stabilize this area with temporary (VDOT EC-2) or permanent (VDOT EC-3) materials in accordance with the calculated velocity (on-line system peak, or diverted off-line peak) and material specifications, along with seeding and stabilization in conformance with the Virginia Erosion and Sediment Control Handbook.

6.4. Filter Design Material Specifications

Table 2.3 describes materials specifications for the primary treatment within filter strips.

Table 2.3. Vegetated Filter Strip Materials Specifications

Material	Specification	Quantity
Gravel Diaphragm	Pea Gravel (#8 or ASTM equivalent) or where steep (6% +) use clean bank-run VDOT #57 or ASTM equivalent (1-inch maximum).	Diaphragm should be 2 feet wide, 1 foot deep, and at least 3 inches below the edge of pavement.
Permeable Berm	40% excavated soil, 40% sand, and 20% pea gravel to serve as the media for the berm.	
Geotextile	Needled, non-woven, polypropylene geotextile meeting the following specifications: Grab Tensile Strength (ASTM D4632): > 120 lbs. Mullen Burst Strength (ASTM D3786): > 225 lbs./sq. in. Flow Rate (ASTM D4491): > 125 gpm/sq. ft. Apparent Opening Size (ASTM D4751): US #70 or #80 sieve	
Engineered Level Spreader	Level Spreader lip should be concrete, metal, timber, or other rigid material; Reinforced channel on upstream of lip: VDOT EC-2 (or EC-3 if velocities require permanent reinforcing). See Hathaway and Hunt (2006) or Henrico County Program Manual.	
Erosion Control Fabric or Matting	Where flow velocities dictate, use woven biodegradable erosion control fabric or mats that are durable enough to last at least 2 growing seasons. (e.g., VDOT Erosion Control matting EC-2).	
Topsoil	If existing topsoil is inadequate to support dense turf growth, imported top soil (loamy sand or sandy loam texture), with less than 5% clay content, corrected pH at 6 to 7, a soluble salt content not exceeding 500 ppm, and an organic matter content of at least 2% shall be used. Topsoil shall be uniformly distributed and lightly compacted to a minimum depth of 6 to 8 inches	
Compost	Compost shall be derived from plant material and provided by a member of the U.S. Composting Seal of Testing Assurance (STA) program, as outlined in Stormwater Design Specification No. 4.	

SECTION 7: REGIONAL & SPECIAL CASE DESIGN ADAPTATIONS

7.1. Karst Terrain

Conserved Open Space areas are highly recommended in karst terrain, particularly when storm flow discharges to the outer boundary of a karst protection area (see CSN, 2009).

Vegetated Filter Strips can also be used to treat runoff from small areas of impervious cover (e.g., less than 5,000 square feet). Some communities use wide grass filter strips to treat runoff from the roadway shoulder.

In no case should the use of a Conserved Open Space or Vegetated Filter Strip be considered as a replacement for an adequate receiving system for developed-condition stormwater discharges, unless the adequacy of the design has been demonstrated consistent with the the Virginia Stormwater Management Handbook.

7.2. Coastal Plain

The use of Conserved Open Space areas and Vegetated Filter Strips are highly recommended in the coastal plain, particularly when sheetflow (or concentrated flow with an appropriately-sized level spreader) discharges to the outer boundary of a shoreline, stream or wetland buffer. Vegetated Filter Strips can also be used to treat runoff from small areas of impervious cover (e.g., less than 5,000 square feet). In both cases, however, the designer must consider the depth to the water table. In general, shallow water tables may inhibit the function of Vegetated Filter Strips.

7.3. Linear Highway Sites

Vegetated Filter Strips are highly recommended to treat highway runoff if the median and/or road shoulder is wide enough to provide an adequate flow path.

SECTION 8: CONSTRUCTION

8.1. Construction Sequence for Conserved Open Space Areas

The Conserved Open Space must be fully protected during the construction stage of development and kept outside the limits of disturbance on the Erosion and Sediment (E&S) Control Plan.

- No clearing, grading or heavy equipment access is allowed except temporary disturbances associated with incidental utility construction, restoration operations or management of nuisance vegetation.
- The perimeter of the Conserved Open Space shall be protected by super silt fence, chain link fence, orange safety fence, or other measures to prevent sediment discharge.
- The limits of disturbance should be clearly shown on all construction drawings and identified and protected in the field by acceptable signage, silt fence, snow fence or other protective barrier.

- Construction of the gravel diaphragm or engineered level spreader shall not commence until the contributing drainage area has been stabilized and perimeter E&S controls have been removed and cleaned out.
- Some light grading may be needed at the Filter Strip boundary; this should be done with tracked vehicles to prevent compaction.
- Stormwater should not be diverted into the Vegetated Filter Strip until the gravel diaphragm and/or level spreader are installed and stabilized.

8.2. Construction Sequence for Vegetated Filter Strips

Vegetated Filter Strips can be within the limits of disturbance during construction. The following procedures should be followed during construction:

- Before site work begins, Vegetated Filter Strip boundaries should be clearly marked.
- Only vehicular traffic used for Filter Strip construction should be allowed within 10 feet of the Filter Strip boundary (City of Portland, 2004).
- If existing topsoil is stripped during grading, it shall be stockpiled for later use.
- Construction runoff should be directed away from the proposed Filter Strip site, using perimeter silt fence, or, preferably, a diversion dike.
- Construction of the gravel diaphragm or engineered level spreader shall not commence until the contributing drainage area has been stabilized and perimeter E&S controls have been removed and cleaned out.
- Vegetated Filter Strips require light grading to achieve desired elevations and slopes. This should be done with tracked vehicles to prevent compaction. Topsoil and or compost amendments should be incorporated evenly across the filter strip area, stabilized with seed, and protected by biodegradable erosion control matting or blankets.
- Stormwater should not be diverted into the Filter Strip until the turf cover is dense and well established.

8.3. Construction Inspection

Construction inspection is critical to obtain adequate spot elevations, to ensure the gravel diaphragm or ELS is completely level, on the same contour, and constructed to the correct design elevation. As-built surveys should be required to ensure compliance with design standards. Inspectors should evaluate the performance of the Filter Strip after the first big storm to look for evidence of gullies, outflanking, undercutting or sparse vegetative cover. Spot repairs should be made, as needed.

An example construction phase inspection checklist for Sheet Flow to a Filter Strip or Conserved Open Space can be found on the Center for Watershed Protection website at:

http://www.cwp.org/Resource_Library/Controlling_Runoff_and_Discharges/sm.htm
(scroll to Tool6: Plan Review, BMP Construction, and Maintenance Checklists)

SECTION 9. MAINTENANCE

9.1. Maintenance Agreements

Section 4 VAC 50-60-124 of the regulations specifies the circumstances under which a maintenance agreement must be executed between the owner and the local program. This section sets forth inspection requirements, compliance procedures if maintenance is neglected, notification of the local program upon transfer of ownership, and right-of-entry for local program personnel.

All Vegetated Filter Strips must be covered by a drainage easement to allow inspection and maintenance. If the filter area is a natural Conserved Open Space, it must be protected by a perpetual easement or deed restriction that assigns the responsible party to ensure that no future development, disturbance or clearing may occur within the area, except as stipulated in the vegetation maintenance plan.

If the Vegetated Filter Strip is located on a residential private lot, the existence and purpose of the Filter Strip shall be noted on the deed of record. Homeowners will need to be provided a simple document that explains the purpose of the Filter Strip and routine maintenance needs. A deed restriction or other mechanism enforceable by the qualifying local program must be in place to help ensure that Filter Strips are maintained and Conserved Open Space Areas are not converted or disturbed. The mechanism should, if possible, grant authority for local agencies to access the property for inspection or corrective action.

9.2. Maintenance Inspections

Annual inspections are used to trigger maintenance operations such as sediment removal, spot re-vegetation and level spreader repair. Ideally, inspections should be conducted in the non-growing season when it is easier to see the flow path. Example maintenance inspection checklists for Sheet Flow to a Filter Strip or Conserved Open Space areas can be accessed in Appendix C of Chapter 9 of the Virginia Stormwater Management Handbook or at the Center for Watershed Protection's website at:

http://www.cwp.org/Resource_Library/Controlling_Runoff_and_Discharges/sm.htm
(scroll to Tool6: Plan Review, BMP Construction, and Maintenance Checklists)

Inspectors should check to ensure that:

- Flows through the Filter Strip do not short-circuit the overflow control section;
- Debris and sediment does not build up at the top of the Filter Strip;
- Foot or vehicular traffic does not compromise the gravel diaphragm;
- Scour and erosion do not occur within the Filter Strip;
- Sediments are cleaned out of Level Spreader forebays and flow splitters; and
- Vegetative density exceeds a 90% cover in the boundary zone or grass filter.

9.3. Ongoing Maintenance

Once established, Vegetated Filter Strips have minimal maintenance needs outside of the spring clean up, regular mowing, repair of check dams and other measures to maintain the hydraulic efficiency of the strip and a dense, healthy grass cover. Vegetated Filter Strips that consist of grass/turf cover should be mowed at least twice a year to prevent woody growth.

SECTION 10. REFERENCES

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North Carolina Department of Environment and Natural Resources, Division of Water Quality. "Level Spreader Design Guidelines." January 2007. Available online at: <http://h2o.enr.state.nc.us/su/Manuals/Factsheets.htm>

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A RESOLUTION TO AUTHORIZE CERTAIN CITY OF LYNCHBURG-OWNED REAL ESTATE, OR PORTIONS THEREOF, TO BE RESTRICTED TO AND DEDICATED AS CONSERVED OPEN SPACE LAND AS PART OF CITY OF LYNCHBURG PROJECTS IDENTIFIED AS JEFFERSON PARK REVITALIZATION - PHASE 1.1 AND TINBRIDGE HILL OVERLOOK

RESOLUTION:

#R-23-_____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG, VIRGINIA:

1. That the following described real estate may be restricted to and dedicated as Conserved Open Space land in accordance with the requirements of those certain City of Lynchburg, Virginia projects identified as *Jefferson Park Revitalization – Phase 1.1* and *Tinbridge Hill Overlook*:

Jefferson Park Revitalization – Phase 1.1

All the following real estate, located in the City of Lynchburg, Virginia, owned in fee simple by the City, being shown on a plat by Hurt & Proffitt, entitled “PLAT SHOWING OPEN SPACE DEDICATION JEFFERSON PARK CITY OF LYNCHBURG, VIRGINIA”, dated September 23, 2022, and being designated City File No. D-2441, with such real estate being more particularly described according to said plat as follows, *to-wit*:

TAX MAP NO. 002-02-001; 1801 Ector Street

Beginning at a point in the southernmost corner of Tax Map No. 002-02-001, at its intersection with the northern right-of-way line of Ector Street and the eastern right-of-way line of York Street; thence along the boundary line of Tax Map No. 002-02-001 the following five courses: (1) N 35° 24' 32" W 183.44 feet to a point; (2) thence N 47° 14' 11" E 430.09 feet to a point; (3) thence S 22° 51' 02" E 229.89 feet to a point; (4) thence S 18° 45' 03" W 24.09 feet to a point; and (5) thence S 54° 35' 28" W 357.04 feet to the point of beginning, containing 1.918 acres, more or less.

TAX MAP NO. 002-03-001; 805 York Street

Beginning at a point in the easternmost corner of Tax Map No. 002-03-001, at its intersection with the western right-of-way line of York Street and the northern right-of-way line of Ector Street; thence along the boundary line of Tax Map No. 002-03-001 the following three courses: (1) S 54° 35' 28" W 122.77 feet to a point; (2) thence N 01° 23' 18" E 204.97 feet to a point; and (3) thence S 35° 24' 32" E 164.13 feet to the point of beginning, containing 0.231 acre, more or less.

TAX MAP NO. 002-06-001; 701 Stoneridge Street

Beginning at a point in the southernmost corner of Tax Map No. 002-06-001, at its intersection with the eastern corner of Tax Map No. 002-13-002 and the northern right-of-way line of Duncan Street; thence along the boundary line of Tax Map No. 002-06-001 for the following six courses: (1) N 35° 24' 32" W 279.34 feet to a point; (2) thence in a northeasterly direction along a curve

having a radius of 225.00', a delta of 11° 41' 43" and a chord length of 45.85 feet to a point; (3) thence N 18° 45' 03" E 34.45 feet to a point; (4) thence N 54° 35' 28" E 64.84 feet to a point; (5) thence S 35° 24' 32" E 330.00 feet to a point; and (6) thence S 54° 35' 28" W 127.00 feet to the point of beginning, containing 0.929 acre, more or less.

TAX MAP NO. 002-13-002; 700 Stoneridge Street

Beginning at a point in the southernmost corner of Tax Map No. 002-13-002, at its intersection with the northern right-of-way line of Duncan Street and the eastern right-of-way line of Park Drive, formerly Park Avenue; thence N 35° 19' 35" W 127.76 feet to a point; thence in a northwesterly direction along a curve having a radius of 225.00', a delta of 42° 22' 55" and a chord length of 162.67 feet to a point; thence S 35° 24' 32" E 279.34 feet to a point; and thence S 54° 35' 28" W 59.20 feet to the point of beginning, containing 0.314 acre, more or less.

PART OF TAX MAP NO. 002-05-001; 1800 Ector Street

Beginning at a point in the southernmost corner of Tax Map No. 002-05-001, at its intersection with the eastern right-of-way line of York Street and the northern right-of-way line of Duncan Street; thence N 35° 24' 32" W 330.00 feet to a point; thence N 54° 35' 28" E 315.67 feet to a point; thence in a southwesterly direction along a curve having a radius of 255.00', a delta of 23° 52' 09" and a chord length of 105.47 feet to a point; thence N 81° 53' 17" W 50.00 feet to a point; thence S 16° 19' 08" E 195.75 feet to a point; thence S 29° 21' 47" E 100 feet to a point; and thence S 54° 35' 28" W 136.14 feet to the point of beginning, containing 1.409 acres, more or less.

TAX MAP NO. 002-04-001; 800 Smyth Street

Beginning at a point in the southernmost corner of Tax Map No. 002-04-001, at its intersection with the eastern right-of-way line of Smyth Street and the northern right-of-way line of Duncan Street; thence along the boundary line of Tax Map No. 002-04-001 the following five courses: (1) N 35° 24' 32" W 177.34 feet to a point; (2) thence N 02° 40' 18" E 193.44 feet to a point; (3) thence N 54° 35' 28" E 145.21 feet to a point; (4) thence S 35° 24' 32" E 330.00 feet to a point; and (5) thence S 54° 35' 28" W 264.00 feet to the point of beginning, containing 1.791 acres, more or less.

Tinbridge Hill Overlook

Except as otherwise noted herein, all the following real estate, located in the City of Lynchburg, Virginia, owned in fee simple by the City, being shown on a plat by Wiley|Wilson, entitled "TINBRIDGE HILL OVERLOOK PLAT SHOWING: OPEN SPACE DEDICATION ON CITY OF LYNCHBURG PARCELS 00325001, 00902002, 00902003, AND 00902004", dated October 4, 2023, and designated City File No. B-2436, with such real estate being more particularly described according to said plat as follows, *to-wit*:

PART OF TAX MAP NO. 009-02-004; 1119 Hollins Street

Beginning at a point in the northernmost corner of Tax Map No. 009-02-004, at its intersection with the westernmost corner of Tax Map No. 009-02-005

and the southeast boundary line of Tax Map No. 003-25-001; thence S 34° 29' 00" E 106.69 feet to a point; thence S 56° 57' 17" W 49.52 feet to a point, said point being on the western boundary line of Tax Map No. 009-02-004; thence along said western boundary line N 34° 29' 00" W 76.62 feet to a point, said point being the westernmost corner of Tax Map No. 009-02-004; thence continuing along the boundary line of said property in a northeasterly direction along a curve having a radius of 1597.20 and chord bearing of N 24° 43' 31" E for a distance of 25.79 feet to a point; and thence continuing along said boundary line in a northeasterly direction along a curve having a radius of 1597.20' and a chord bearing of N 25° 45' 10" E for a distance of 31.50 feet to the point of beginning.

LESS AND EXCEPT a 10' wide permanent pathway running through the above-described open space land, said 10' wide permanent pathway being shown on the attached plat, and according to said plat being more particularly described, as follows: Beginning at a point in the westernmost corner of Tax Map No. 009-02-004, at its intersection with northernmost corner of Tax Map No. 009-02-003 and the southeast boundary line of Tax Map No. 003-25-001; thence S 34° 29' 00" E 14.57 feet to the true point of beginning, said point being the centerline of the 10' wide permanent pathway herein described; thence along the centerline of said 10' wide permanent pathway the following two courses: (1) N 29° 06' 22" E 14.44 feet to a point; and (2) thence in a northwesterly direction along a curve having a radius of 18.00 and a chord bearing of N 11° 07' 16" W for a length of 25.28 feet to its terminus on the northwest boundary line of Tax Map No. 009-02-004.

The above-described open space land, less and except said 10' wide permanent pathway, contains approximately 4,308 square feet.

PART OF TAX MAP NO. 009-02-003; 1123 Hollins Street

Beginning at a point in the northernmost corner of Tax Map No. 009-02-003, at its intersection with the westernmost corner of Tax Map No. 009-02-004 and the southeast boundary line of Tax Map No. 003-25-001; thence S 34° 29' 00" E 76.62 feet to a point; thence S 56° 57' 17" W 17.92 feet to a point; thence S 34° 55' 15" E 72.38 feet to a point, said point being the southern boundary line of Tax Map No. 009-02-003; thence along said southern boundary line S 55° 31' 00" W 32.14 feet to a point, said point being on the southernmost corner of Tax Map No. 009-02-003; thence in a northerly direction along the boundary line of Tax Map No. 009-02-003 for the following two courses: (1) N 34° 29' 00" W 117.24 feet to a point; and (2) thence in a northeasterly direction along a curve having a radius of 1597.20 and a chord bearing of N 23° 12' 44" E for a distance of 58.57 feet to the point of beginning.

LESS AND EXCEPT a 10' wide permanent pathway running through the above-described open space land, said 10' wide permanent pathway being shown on the attached plat, and according to said plat being more particularly described, as follows: Beginning at a point in the southernmost corner of Tax Map No. 009-02-003, at its intersection with easternmost corner of Tax Map No. 009-02-002 and the northwest right-of-way line of Hollins Street; thence N

34° 29' 00" W 99.65 feet to the true point of beginning, said point being the centerline of the 10' wide permanent pathway herein described; thence along the centerline of said 10' wide permanent pathway the following four courses: (1) thence in a northeasterly direction along a curve having a radius of 49.00 and a chord bearing of N 7° 35' 19" E for a distance of 20.86 feet to a point; (2) thence N 19° 46' 58" E 0.68 feet to a point; (3) thence in a northeasterly direction along a curve having a radius of 77.00 and a chord bearing of N 24° 26' 40" E for a distance of 12.53 feet to a point; and (4) thence N 29° 06' 22" E 27.20 feet to its terminus on the northeast boundary line of Tax Map No. 009-02-003.

The above-described open space land, less and except said 10' wide permanent pathway, contains approximately 4,947 square feet.

TAX MAP NO. 009-02-002; 1201 Hollins Street

Beginning at a point in the easternmost corner of Tax Map No. 009-02-002, at its intersection with the southernmost corner of Tax Map No. 009-02-003 and the northern right-of-way line of Hollins Street; thence following the boundary line of Tax Map No. 009-02-002 for the following four courses: (1) S 55° 31' 00" W 53.00 feet to a point; (2) thence N 34° 22' 57" W 80.90 feet to a point; (3) thence in a northeasterly direction along a curve having a radius of 1597.20 and a chord bearing of N 21° 00' 40" E for a distance of 64.15 feet to a point; and (4) thence S 34° 29' 00" E 117.24 feet to the point of beginning.

LESS AND EXCEPT a 10' wide permanent pathway running through the above-described open space land, said 10' wide permanent pathway being shown on the attached plat, and according to said plat being more particularly described, as follows: Beginning at a point in the easternmost corner of Tax Map No. 009-02-002, at its intersection with the southernmost corner of Tax Map No. 009-02-003 and the northern right-of-way line of Hollins Street; thence S 55° 31' 00" W 9.52 feet to the true point of beginning, said point being the centerline of the 10' wide permanent pathway herein described; thence along the centerline of said 10' wide permanent pathway the following two courses: (1) N 32° 13' 24" W 77.23 feet to a point; and (2) thence in a northwesterly direction along a curve having a radius of 49.00 and a chord bearing of N 18° 24' 51" W for a distance of 23.62 feet to its terminus on the northeast boundary line of Tax Map No. 009-02-002.

The above-described open space land, less and except said 10' wide permanent pathway, contains approximately 4,633 square feet.

PART OF TAX MAP NO. 003-25-001; 1521 5th Street

Beginning at a point on the easternmost boundary line of Tax Map No. 003-25-001, at its intersection with the northernmost corner of Tax Map No. 009-02-004 and the westernmost corner of Tax Map No. No. 009-02-005; thence in a southwesterly direction along a curve having a radius of 1597.20 and a chord bearing of S 25° 45' 10" W for a distance of 31.50 feet to a point; thence continuing in a southwesterly direction along a curve having a radius of 1597.20 and a chord bearing of S 24° 43' 31" W for a distance of 25.79 feet to a point; thence continuing in a southwesterly direction along a curve having a

radius of 1597.20 and a chord bearing of S 23° 12' 44" W for a distance of 58.57 feet to a point; thence continuing in a southwesterly direction along a curve having a radius of 1597.20 and a chord bearing of S 21° 00' 40" W for a distance of 64.14 feet to a point; thence N 34° 22' 57" W 27.32 feet to a point; thence N 11° 00' 17" W 24.22 feet to a point; thence N 19° 48' 07" E 82.49 feet to a point; thence N 19° 48' 07" E 91.27 feet to a point; thence N 21° 17' 47" E 92.00 feet to a point; thence S 34° 29' 00" E 66.90 feet to a point; thence in a southwesterly direction along a curve having a radius of 1597.20 and a chord bearing of S 28° 35' 31" W for a distance of 42.62 feet to a point; and thence continuing in a southwesterly direction along a curve with a radius of 1597.20 and chord bearing of S 27° 04' 21" W for a distance of 42.08 feet to the point of beginning.

LESS AND EXCEPT a 10' wide permanent pathway running through the above-described open space land, said 10' wide permanent pathway being shown on the attached plat, and according to said plat being more particularly described, as follows: Beginning at a point on the easternmost boundary line of Tax Map No. 003-25-001, at its intersection with the northernmost corner of Tax Map No. 009-02-004 and the westernmost corner of Tax Map No. No. 009-02-005; thence in a southwesterly direction along a curve having a radius of 1597.20 and a chord bearing of S 25 45' 10" W for a distance of 31.50 feet to the true point of beginning, said point being the centerline of the 10' wide permanent pathway herein described; thence along the centerline of said 10' wide permanent pathway the following three courses: (1) thence in a northwesterly direction along a curve having a radius of 18.00 and a chord bearing of N 84° 19' 20" W for a distance of 20.72 feet to a point; (2) S 62° 42' 14" W 31.78 feet to a point; and (3) thence in a southwesterly direction along a curve having a radius of 12.00 and chord bearing of S 65° 55' 43" W for a distance of 1.35 feet to a point to its terminus on the eastern boundary line of Tax Map No. 003-25-001.

The above-described open space land, less and except said 10' wide permanent pathway, contains approximately 11,274 square feet.

2. That both plats previously described are incorporated herein by reference.
3. That the City Manager is authorized to take any and all actions necessary to effectuate the substance of this Resolution, including, but not being limited to, executing deeds on behalf of the City of Lynchburg, a municipal corporation of the Commonwealth of Virginia, to, except as otherwise noted herein, restrict and dedicate all the previously described real estate as Conserved Open Space land.
4. That any and all documents which may have been signed before the adoption of this Resolution, which are connected to the substance of this Resolution, are ratified.
5. That this Resolution shall become effective upon its adoption.

Adopted:

Certified: _____

Clerk of Council

AGENDA ITEM SUMMARY

MEETING DATE

October 24, 2023

PRESENTED BY

Joel Hinkley, Matthew Freedman, City Attorney

AGENDA ITEM # IV.7

Flock Group, Inc. and City of Lynchburg - License Agreement & Contract

RECOMMENDATION

Information and Discussion

SUMMARY

The Lynchburg Police Department (LPD) started the implementation of a Real Time Crime Center and plans to add Flock Safety services. Flock Safety offers compatibility with Virginia's Criminal Justice Information Services (CJIS) to include Amber Alerts, Silver Alerts, Be-on-the-Look-Out (BOLO) advisories, and other items specifically related to vehicle information as a service.

Flock Safety license plate reader (LPR) camera systems utilize proprietary software to determine a vehicle's make, model, and color by capturing images of license plates. This software integrates with our current Axon Evidence system used for both body cameras and in-car cameras.

Flock Safety will help address auto-theft and assist the LPD by using stationary cameras. It has already proven to be effective in other jurisdictions in locating vehicles and individuals involved in criminal activity, stolen vehicles, and stolen license plates. In these situations, Flock Safety provides an alert to authorized users of CJIS, in conjunction with the Virginia Criminal Information Network (VCIN) and the National Crime Information Center (NCIC).

Flock Safety also provides a supplemental gun-shot detection system, called Raven. Raven provides up to a one-mile radius gun-shot detection capability per installed location. Raven will provide an alert to the LPD upon detecting a gun shot. This tool will assist with the timely investigation of shots fired incidents in our community.

The Virginia State Police have provided \$10,000 in funding to us through the Help Eliminate Auto Theft (HEAT) program for Flock Safety. Additional funding is included in the FY24 budget.

To move forward with this program, the approval of a right-of-way license agreement is needed to install the cameras on City-owned property. The cameras will be installed on existing City-owned signs and poles in the right-of-way and on City property. The LPD worked with Flock Safety, the City Attorney, and City Traffic Engineering to develop the license agreement.

There are 15 proposed camera locations. The LPD will install the cameras at main entry points into the City and other high-volume traffic locations using traffic counts provided by the Virginia Department of Transportation.

PRIOR ACTION(S)

None

FISCAL IMPACT

FY23 - \$11,400 (\$10,000 of this was reimbursed by the Virginia State Police HEAT program)
FY24 - \$55,750 allocated

CONTACT(S)

Ryan Zuidema, Chief of Police
Joel Hinkley

ATTACHMENT(S)

1. Resolution - Flock Group, Inc. License
2. License Agreement (Flock Group, Inc.)
3. Exhibit A - Flock Group, Inc. & LYH Amended Contract

REVIEWED BY

Ryan Zuidema, Chief of Police

Date: October 19, 2023



Wynter C. Benda, City Manager

Date: October 19, 2023



Alicia Finney, Clerk of Council

Date: October 19, 2023



RESOLUTION:

#R-23-_____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

1. That Flock Group, Inc. is granted a revocable license to erect, install, construct, repair, replace, relocate, reconstruct, modify, upgrade, remove, operate, and retain in, on, upon, across, and along City-owned signs and City-owned poles in the public rights-of-way and on City-owned property in the City of Lynchburg, Virginia ("City"), its "Facilities", as described in, provided in, and subject to that certain proposed Revocable License Agreement, dated the 28th day of November, 2023, between the City and Flock Group, Inc. Such Revocable License Agreement is expressly incorporated herein by reference.
2. That the City Manager is authorized to execute the said Revocable License Agreement on behalf of the City. Further, the City Manager, or his designee, is authorized to execute all other documentation associated with such Revocable License Agreement for the City.
3. That this Resolution shall become effective upon its adoption.

Adopted:

Certified: _____
Clerk of Council

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (this “License”) is made and entered into this 28th day of November, 2023, by and between **Flock Group, Inc.**, a Delaware corporation (hereinafter referred to as the “Provider”), and the **City of Lynchburg, Virginia**, a municipal corporation (hereinafter referred to as the “City”) (the Provider and the City being collectively referred to herein as the “Parties”).

WHEREAS, the term “City Engineer”, where used in this License, shall mean the City Engineer referenced and described in the Lynchburg City Code, appointed by the City Manager, or his/her designee; and

WHEREAS, the City is currently developing a Rights-of-way Construction and Administration Ordinance (“Rights-of-way Ordinance”) to govern the use of its public rights-of-way by telecommunications providers and other entities, and until such time as the Rights-of-way Ordinance has been adopted, the City and the Provider are entering into this License to allow the Provider to use the public rights-of-way and City-owned property to install, maintain, and operate cameras and related equipment on various City-owned signs and City-owned poles in the City and as individually permitted by the City Engineer, with , such cameras and related equipment being collectively referred to as the “Facilities”; and

WHEREAS, the Provider has agreed to use the public rights-of-way and City-owned property in accordance with the terms and conditions of this License; and

WHEREAS, the issuance of this License was authorized by Resolution or Ordinance of the Lynchburg City Council after a duly held and advertised public hearing.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the mutual promises and covenants herein contained, and that certain amended “Flock Group Inc. Services Agreement Order Form” and “Government Agency Agreement”, originally executed on January 31, 2023, and amended as of the 8th day of May, 2023, between the Parties, a copy of which is attached to this License and incorporated herein by reference as **Exhibit “A”**, the Parties do now mutually agree as follows:

ARTICLE 1. AUTHORITY FOR USE OF PUBLIC RIGHTS-OF-WAY AND CITY-OWNED PROPERTY; SCOPE OF LICENSE

1.1 The Provider has or is in the process of designing, engineering, installing, acquiring, or causing to be installed and operated the Facilities within the City. The Provider requests a License from the City to use the public rights-of-way and City-owned property to install and operate such Facilities.

1.2 The City hereby agrees to provide access and use of its public rights-of-way and City-owned property to the Provider for the installation, maintenance, and operation of its Facilities

within the City. Under this License, the Provider may erect, install, construct, repair, replace, relocate, reconstruct, modify, upgrade, remove, operate, and retain in, on, upon, across, and along City-owned signs and City-owned poles in the public rights-of-way and on City-owned property within the City, as individually approved and permitted by the City through the City Engineer, the Facilities, provided that all applicable Federal, State, and City permits, including any permits required under Chapter 35 of the City Code, are applied for and granted, all fees are paid, and all other City codes and ordinances in effect now or hereinafter adopted are otherwise complied with.

1.3 The Provider shall apply to the City's Engineering Division for a permit by the City Engineer prior to the commencement of any installation, maintenance, or operation of its Facilities in the public rights-of-way or on City-owned property. The application will be processed in accordance with the applicable provisions of the City Code. In addition to getting a permit from the City Engineer before constructing or expanding any Facilities in the public rights-of-way or on City-owned property, the Provider shall not expand or extend its Facilities without the written approval of the City Engineer.

1.4 The Provider shall install, maintain, and operate its Facilities so as not to unreasonably interfere with other uses of the public rights-of-way and City-owned property.

1.5 The Provider shall obtain permits including Maintenance of Traffic and/or Excavation permits, and shall perform the work authorized in such permit(s) in accordance with all applicable requirements of the City Code, and any subsequent ordinances or regulations currently in force or that may be adopted by the City regarding the work. If a permit is needed, the permit fee paid pursuant to the requirements of the City Code shall be in addition to any other fees required hereunder.

1.6 The Provider's maintenance obligations shall be performed in accordance with applicable industry standards.

1.7 The Provider shall be responsible for all costs directly associated with its operations including, but not limited to: the actually incurred costs borne by the City during installation, the costs of repair and replacement to the public rights-of-way and City-owned property due to the Provider's installation, maintenance, and operations, and costs incurred by the Provider in removing or relocating its Facilities when required by the City due to City requirements relating to maintenance and use of the public rights-of-way or City-owned property for City purposes. The Provider agrees that it will be responsible for any damages it causes to the City's property as a result of the Provider's installation, maintenance, and/or operation of its Facilities.

Whenever the City shall determine that it is necessary in connection with the repair, relocation, or improvement of the public rights-of-way or City-owned property, the City may require by written notification that any Facilities of the Provider be removed or relocated. Within sixty (60) days after receipt of notification, unless the City extends such period for good cause shown, the Provider

shall remove or relocate its Facilities to such place and under such terms and conditions as specified by the City. The Provider shall bear all expenses associated with the removal and relocation except that the City will issue, without charge to the Provider, whatever local permits are required for the relocation of the Provider's Facilities. If the Provider does not complete its removal or relocation within sixty (60) days or such other period as authorized by the City, the City may take such actions as necessary to effect such removal or relocation at the Provider's expense. Further, the Provider will be responsible for any additional costs and expenses incurred by the City as a result of the Provider's failure to remove or relocate its Facilities in a timely manner.

1.8 Abandoned and Unusable Facilities Upon expiration or termination of this License, the Provider must either:

- (a) Provide information satisfactory to the City that the Provider's obligations for its Facilities in the public rights-of-way or on City-owned property under this License have been transferred to another provider acceptable to the City or assigned in accordance with Article 3 below; or
- (b) Remove its Facilities from the public rights-of-way and City-owned property at the Provider's expense.

ARTICLE 2. TERM; TERMINATION

The term of this License shall commence at the time it is fully executed and shall continue month-to-month thereafter, but in no event will this License continue beyond a period of five (5) years without a formal renewal by the Parties. This License is revocable, non-exclusive, and may be revoked unilaterally by the City upon thirty (30) days' written notice to the Provider in the City's sole and absolute discretion.

ARTICLE 3. TRANSFER OF OWNERSHIP

The Provider shall not sell, transfer, lease, assign, sublet, or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, consolidation, or otherwise, this License or any of the rights or privileges granted by this License, without the prior consent of the City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Provider may, without prior notice or consent, assign this License to (i) a Provider affiliate, or (ii) to any successor entity upon the merger, reorganization, consolidation or sale of all or substantially all of the Provider's assets associated with the services provided pursuant to this License. For purposes of this section, "affiliate" shall mean a person or entity that directly or indirectly controls, is controlled by, or is under common control with the Provider. Any attempt to assign this License in contravention of this section shall be void and of no force and effect and shall be grounds for termination of this License. The Provider shall promptly notify the City anytime this License is assigned to an affiliate and shall provide the City with the name and contact

information of the affiliate and appropriate documentation demonstrating the relationship between the Provider and the affiliate.

ARTICLE 4. ACCEPTANCE

This License shall be executed by the Provider before or within thirty (30) days after approval by the City as evidenced by the City's execution hereof and the performance of other requirements relating to commencement of installation of the Provider's Facilities as set forth in this License.

ARTICLE 5. CONFIDENTIAL INFORMATION

To the extent allowed by the Virginia Freedom of Information Act, each Party shall preserve the other Party's confidential information obtained in the course of the Provider's use of the public rights-of-way or on City-owned property hereunder with the same degree of care in protecting its own confidential or proprietary information, however in no event less than reasonable care.

ARTICLE 6. INDEMNIFICATION

6.1 The Provider shall indemnify, hold harmless, and defend the City, its officers, boards, commissions, agents, and employees (the "Indemnified Persons") from and against any and all lawsuits, claims, causes of action, liabilities, demands, damages, disabilities, losses, and expenses, of any nature whatsoever, including reasonable attorneys' fees ("Damages"), to the extent resulting or in any manner arising from the action or inaction of the Provider in installing, maintaining, operating, or removing any of its Facilities or in carrying on its business or operations in the City, or in exercising any right or failing to exercise any obligation contained in this License; except to the extent that such damages are caused by the negligence or intentional misconduct of the City, its officers, or employees. The foregoing requirement to indemnify shall also apply, but not be limited to, any third party claim or cause of action for invasion of privacy, defamation, antitrust, negligence, theft, fire, violation, or infringement of any copyright, trademark, trade name, service mark, patent, or intellectual property right of any person, whether or not any act or omission complained of is authorized, allowed, or prohibited by this License. This indemnification obligation shall survive the expiration or termination of this License for a period of five (5) years.

6.2 The City shall promptly notify the Provider of any claims subject to indemnification and shall cooperate with all reasonable requests by the Provider for information, documents, testimony, or other assistance appropriate to a resolution of such claims. The Provider shall have full responsibility for and control of any action or undertaking directed at the resolution of such claims.

ARTICLE 7. INSURANCE

7.1 During the term of this License, the Provider shall carry and maintain, at the Provider's sole expense, with insurers rated at least A- VII by A.M. Best, which are eligible to do business in all jurisdictions where any work is performed, the following insurance:

- (a) Workers' compensation insurance as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employer's liability limit of \$500,000 per accident/disease per employee/disease policy limit;
- (b) Commercial general liability insurance based on ISO form CG 00 01 or its equivalent, including coverage for contractual liability and products completed operations liability, with a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate combined single limit for bodily injury, personal injury, and property damage liability, including the City, its officials and employees, as an additional insured by endorsement with respect to this License; and
- (c) "All risk" property insurance covering not less than the full replacement costs of the City's personal property in the care, custody or control of the Provider while on a Provider job site.

7.2 Certificates of Insurance --The Provider shall, as a material condition of this License, prior to the commencement of any work, deliver to the City a certificate of insurance, on an ACORD form or Provider's form for self-insurance, evidencing that the above insurance is in force and effect. The Provider must give the City ten (10) calendar days advance written notice of any cancellation or nonrenewal of coverage of the insurance required herein that is not replaced. In the event of such cancellation or nonrenewal notice, the Provider shall obtain, pay all premiums for the renewal or replacement of the insurance required hereunder. Any such renewal or replacement insurance policy shall provide coverage equivalent to the coverages required herein, and adhere to the previously mentioned provisions regarding additional insureds. The insurance required hereunder shall be primary, and any insurance or self-insurance maintained by the City shall be in excess of and shall not contribute with any insurance required of the Provider under this License. Any deductibles or self-insured retention's applicable to required coverage shall be paid by the Provider, and the City shall not be required to participate therewith. All rights of subrogation against the City, its officers, and employees shall be waived and such waiver shall be evidence on all certificates of insurance provided to the City.

7.3 Nothing contained in this License shall limit the Provider's liability to the City to the limits of insurance certified or carried.

7.4 Notwithstanding any of the other provisions of this License, the Provider's failure to maintain the required insurance coverage throughout the term of this License or the failure of the Provider to deliver a new and valid binder or certificate verifying coverage are material

breaches of this License and required to be remedied and resolved within thirty (30) days' written notice of such breach or the City will be authorized to terminate this License without liability to the Provider.

ARTICLE 8. TAXES

The Provider shall be fully responsible for the payment and/or collection of all *ad valorem*, property, use, utility and other taxes that apply to its activities within the public rights-of-way and on City-owned property pursuant to this License.

ARTICLE 9. MISCELLANEOUS

9.1 This License, together with all exhibits, shall constitute the entire License and no negotiations or discussions prior to execution shall be of any effect. Any modifications hereto shall be in writing signed by the Parties. The City Manager, in his discretion, may approve such modifications without City Council approval.

9.2 The invalidity in whole or in part of any provision of this License shall not affect the validity of any other provision.

9.3 The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision thereof shall not constitute a waiver of any other breach. The laws of the Commonwealth of Virginia and applicable Federal laws shall govern this License and any legal action filed by either party to this License arising out of the performance or non-performance of the terms of this License shall be filed in the Commonwealth's or Federal courts serving the City of Lynchburg, Virginia.

9.4 In the event a governmental entity requires modifications or changes to this License as a condition precedent to the granting of funds or otherwise, the Parties agree to work together in good faith to ensure such modification or change is accomplished within thirty (30) days' written notice of the same.

9.5 Nothing herein shall be deemed to create any rights to those who are not expressly made a party to this License.

9.6 This License may be executed in counterparts. Each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one enforceable document. Further, this License may be executed and/or sealed electronically. An electronic signature and/or seal shall be equally as enforceable as an original signature or seal.

9.7 Nothing contained in this License shall be construed as or deemed to make either the City or the Provider the agent, partner, or joint venture of the other, except as

may otherwise be provided herein. Nothing contained in this License shall give the Provider any authority to represent the City before any court or governmental or regulatory agency without the express prior written authorization of the City. Unless otherwise provided in this License, neither the City nor the Provider shall be responsible or held liable for the acts or omissions of the other. Further, in taking any action pursuant to this License, the Provider is and shall be acting as an independent contractor, responsible to all third parties for its acts/omissions, and the City shall not be liable for the same. **In the event of a conflict between this License and Exhibit "A", such conflict will be resolved in favor of this License.**

9.8 All privileges and uses of the City's property and its public rights-of-way, except to the extent herein permitted to the Provider, are expressly reserved by the City to use at its discretion as the City deems advisable. In the event there is a conflict between the City's use of its property and/or public rights-of-way and the Provider's use of the same, then the City's use shall prevail. In the event of such a conflict, the Parties shall work together in good faith to resolve the conflict.

9.9 The Provider covenants that no person on the grounds of race, sex, color, national origin, or any other basis prohibited by federal or Virginia law shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in its operations which may be connected to this License. The Provider further covenants it will not discriminate against and will make all reasonable efforts to accommodate persons with disabilities as required by the Americans with Disabilities Act (ADA) or similar laws.

9.10 This License is subject to all ordinances, resolutions, and procedures of the City as the same now exist or may be hereafter adopted, amended, revised, or codified, in lawful exercise of any power granted to the City by the Virginia General Assembly or any other lawful body. The City agrees that, except in cases of emergency, it will give the Provider thirty (30) calendar days' notice of all such rules and regulations adopted by the City before the Provider shall be required to comply therewith. In performing its responsibilities under this License, the Provider will comply with all applicable State and Federal laws and regulations and all Federal, State, and City laws, ordinances, rules, and regulations currently in force or subsequently adopted. Further, if any permissions are required by any utility, public service corporation, or private citizen or party concerning the Provider's Facilities in any way, then the Provider, at its sole expense and effort, shall be responsible for obtaining such permissions.

9.11 The City shall not be liable for damages or losses of the Provider's Facilities unless the City directly causes the same. However, under no circumstances will the City be required to notify the Provider of any maintenance issues regarding its Facilities. The Provider shall be solely responsible for any and all damages which may arise as a result of their Facilities' existence on the City's property or public rights-of-way.

9.12 Notices shall be in writing, sent via certified mail with return receipt requested, effective upon receipt, and sent to following addresses:

The Provider: Flock Group, Inc.
1170 Howell Mill Road NW
Suite 210
Atlanta, GA 30318
Attn. Legal
Legal@FlockSafety.com

The City: City of Lynchburg, Virginia
Attn: City Manager
900 Church Street – 3rd Floor
Lynchburg, Virginia 24504

With a copy to:

City of Lynchburg, Virginia
Attn: City Engineer
900 Church Street – 2nd Floor
Lynchburg, Virginia 24504

Or to replacement persons or addresses that may be later designated in writing by the parties.

Notices shall be deemed received within five (5) days of their mailing.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have executed this License as of the day, month, and year first above written.

City of Lynchburg, Virginia

A Municipal Corporation

By: _____(SEAL)

Wynter C. Benda, City Manager

Approved as to Form:

City Attorney/Designee

COMMONWEALTH OF VIRGINIA,
CITY OF LYNCHBURG, *to-wit*:

Acknowledged before me on behalf of the City of Lynchburg, Virginia, a municipal corporation, by Wynter C. Benda, its City Manager, on this _____ day of _____, 2023.

Notary Public

My Commission Expires: _____

Registration No. _____

Affix Seal:

Flock Group, Inc.
A Delaware Corporation

By: _____ (SEAL)

Printed Name: _____

Its: _____

State/Commonwealth of _____
County/City of _____, *to-wit*:

Acknowledged before me on behalf of Flock Group, Inc., by
_____, its _____, on this _____
day of _____, 2023.

Notary Public

My Commission Expires: _____

Registration No. _____

Affix Seal:

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM
AMENDED AS OF
THE 8TH DAY OF MAY 2023

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Agency") (each of Flock and Customer a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

Agency: VA - Lynchburg PD Legal Entity Name: City of Lynchburg, Virginia	Contact Name: Kenneth Edwards
Address: 905 Court St. Lynchburg, Virginia 24504	Phone: (434) 455-6063 E-Mail: kennith.edwards@lynchburgva.gov
Expected Payment Method: Credit Card	Billing Contact: (if different than above) Amy Lowe, Financial Office

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Invoice Plan payment due Net 30 per terms and conditions
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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	4.00	\$1,400.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	4.00	\$10,000.00

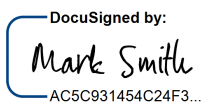
Subtotal Year 1: \$11,400.00
Subscription Term: 24 Months
Annual Recurring Total: \$10,000.00
Estimated Sales Tax: \$0.00
Total Contract Amount: \$21,400.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP INC

City of Lynchburg, Virginia

By:  AC5C931454C24F3...

By:

Name: Mark Smith

Name:

Title: General Counsel

Title:

Date: 7/17/2023

Date:

flock safety

**GOVERNMENT AGENCY AGREEMENT
AMENDED AS OF THE 8TH DAY OF MAY 2023**

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) ("**Notifications**");

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("**Permitted Purpose**").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, the License Agreement between the Parties concerning the installation of Flock's equipment/cameras, and any addenda attached hereto or referenced herein, constitute the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Advanced Search**" means the provision of Services, via the web interface using Flock's software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 "**Agency Data**" means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 "**Agency Generated Data**" means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. "**Agency Hardware**" means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. "**Aggregated Data**" means information that relates to a group or category of individuals, from which any potential individuals' personal identifying information has been permanently "anonymized" by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 "**Authorized End User(s)**" means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined below.

1.20 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock

Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.24 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.28 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability.

with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency (“**Permitted Purpose**”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency

further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("**Service Suspension**"). The expiration of the Term shall be tolled by the duration of the Service Suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Suspension lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("**Designated Location**") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("**Reinstalls**") will incur a charge for Flock's then current list price for Reinstalls, as listed in the then-current

Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay.

2.8.3 Flock’s Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock’s discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock’s rights to any damages Flock may sustain as a result of Agency’s default and Flock shall have the right to enforce any other legal remedy or right.

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services

3.2 **Agency Representations and Warranties.** Agency represents and covenants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. To the extent allowable by the Virginia Freedom of Information Act and other applicable Virginia laws and/or authority, the Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock, and where applicable Agency, may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency, without any warranty or guarantee concerning the same, hereby grants to Flock a revocable, limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, revocable, worldwide, royalty-free, fully paid license to use, reproduce, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed

access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, revocable, worldwide, royalty-free, fully paid license to use, reproduce, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, revocable, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 Software Product Fees. For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30th day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 Hardware Product Fees. For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following date of final invoice.

Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term. However, under no circumstances will this Agreement exceed a total Term of five (5) calendar years without a formal renewal.

a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.

b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.

c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware. d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately.

Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of

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other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD

FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION

The Parties intentionally omit this Section 9.

10. MISCELLANEOUS

10.1 Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules.

10.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 Entire Agreement. This Agreement, together with the Order Form(s), the above described License Agreement between the Parties, the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the

subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. However, the above-described License Agreement between the Parties will prevail over all other documents, agreements, etc. in the event a conflict exists.

10.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any litigation arising from this Agreement shall take place in the City of Lynchburg, Virginia.

10.7 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or

registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

905 Court Street
Lynchburg, VA 24504
ATTN: Deputy Chief Ken Edwards
EMAIL: kennith.edwards@lynchburgva.gov

10.12. Virginia Requirements. Where applicable, this Agreement shall be subject to the requirements of Sections 2.2-4311, 2.2-4311.1, 2.2-4311.2, 2.2-4312, and 2.2-4354 of the Code of Virginia (1950) as amended, and the prohibitions described under Sections 2.2-4367 through 2.2-4377 of the Code of Virginia (1950) as amended are fully understood.

AGENDA ITEM SUMMARY

MEETING DATE

October 24, 2023

PRESENTED BY

Ryan Zuidema, Chief of Police

AGENDA ITEM # IV.8

Fusus Public Safety Platform

RECOMMENDATION

Information and Discussion

SUMMARY

Fusus is an open and unified real-time intelligence service that serves as a platform for our Real-Time Crime Center to operate on. It allows us to collaborate with our community and other criminal justice agencies to improve situational awareness, more efficiently respond to criminal activity, and more effectively investigate and prosecute criminals. Fusus works with the LPD's existing body camera and in-car camera technology allowing for enhanced operational and investigative capabilities. Additionally, Fusus allows for live video feeds to be sent to an emergency operations center or directly to officers in the field to enhance the safety of our officers. Hill City Connect is just one component of the Fusus ecosystem. It is a voluntary camera registration platform for residents and businesses who choose to partner with the LPD in an effort to proactively address criminal activity in our community. We are continuing to leverage technology as a means of making the most efficient use of our investigative resources. Violent crime in Lynchburg has become increasingly more difficult to investigate, often as a result of uncooperative witnesses, and in some cases even uncooperative victims. The importance of video footage for criminal investigative purposes cannot be understated.

PRIOR ACTION(S)

January 24, 2023: Finance Committee
January 24, 2023: City Council Meeting, General Business
February 14, 2023: City Council Meeting, Consent Agenda

FISCAL IMPACT

\$250,000 – This grant was awarded by the 2023 Virginia Department of Criminal Justice Services (DCJS), American Rescue Plan Act (ARPA) Funding Program. It covers two years of Fusus and there was no local match required.

CONTACT(S)

Ryan Zuidema, Chief of Police

ATTACHMENT(S)

None

REVIEWED BY

Ryan Zuidema, Chief of Police



Date: October 19, 2023

Wynter C. Benda, City Manager



Date: October 19, 2023

Alicia Finney, Clerk of Council



Date: October 19, 2023