



CITY COUNCIL WORK SESSION

Tuesday, February 13, 2024 | 4:00 PM

Council Chamber- City Hall

900 Church Street

Lynchburg, VA 24504

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. Greater Lynchburg Transit Agency Update
 - III.2. Water System Master Plan Status Report
- IV. **Business Item Briefing(s)**
 - IV.3. Monument Terrace Memorials
 - IV.4. CASA Lease Agreement
- V. **Roll Call**
- VI. **Closed Session**
 - VI.5. Consideration of a closed meeting to discuss appointments for vacancies to the following Boards and Commissions: Lynchburg Regional Airport Commission, Greater Lynchburg Transit Company Board of Directors, Lynchburg Redevelopment & Housing Authority Board of Directors, Planning Commission, Parking Authority, and Towing Advisory Board, and; to discuss the performance of specific membership of the City's Youth Services Advisory Board, in relations to the operations of the City, pursuant to Section 2.2-3711(A.)(1) of the Code of Virginia, 1950, as amended.



AGENDA ITEM SUMMARY

MEETING DATE

February 13, 2024

PRESENTED BY

Josh Moore, General Manager, GLTC

AGENDA ITEM # III.1

Greater Lynchburg Transit Agency Update

RECOMMENDATION

Informational Only

SUMMARY

Greater Lynchburg Transit Company will present an overview of the work it has completed in 2023 and an update on its plans for 2024. This includes updates on projects both completed and in process as well as updates on ridership and strategic planning completed by the Board of Directors.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

N/A

CONTACT(S)

Gregory Patrick, Deputy City Manager

ATTACHMENT(S)

1. GLTC Council Update February 2024

REVIEWED BY

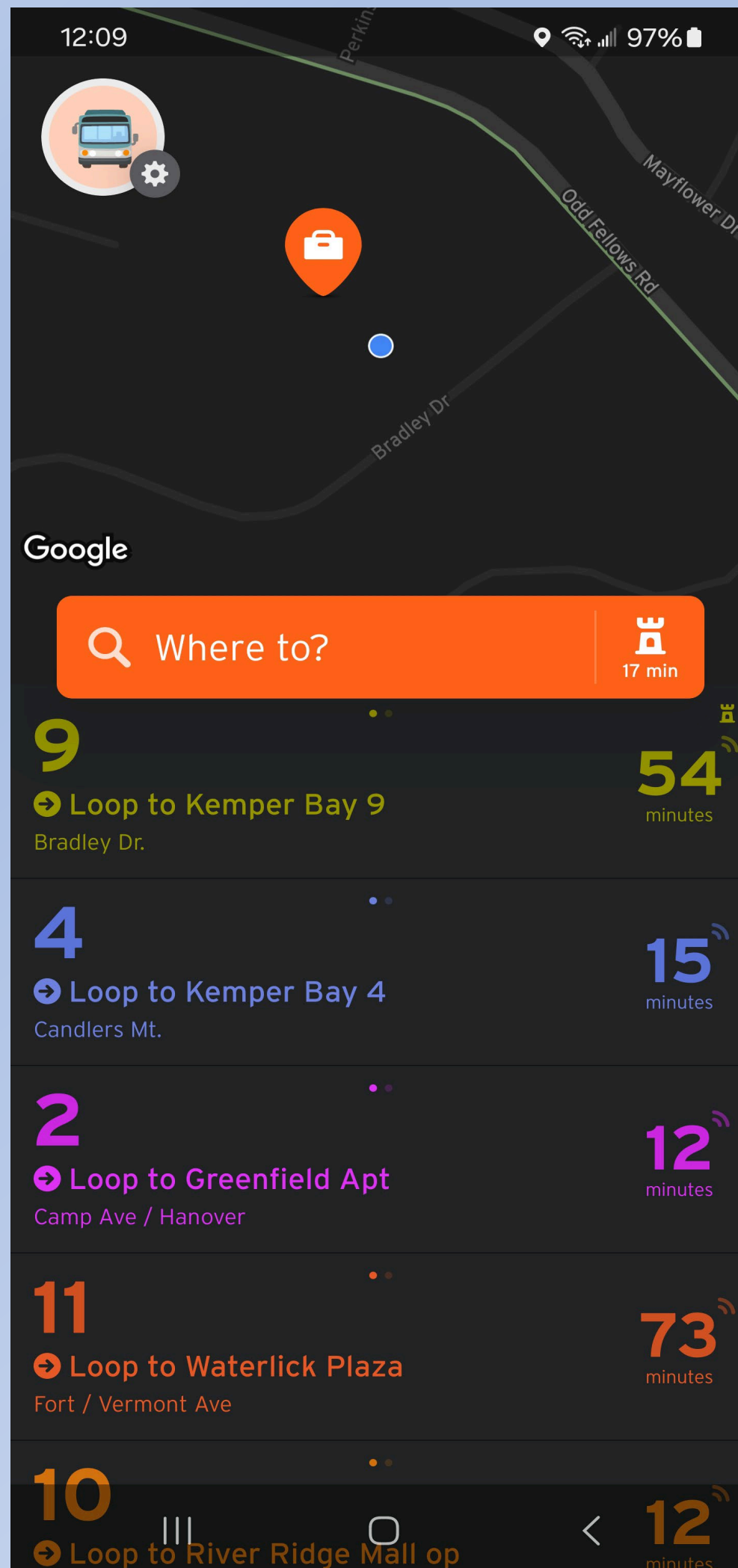
Alicia Finney, Clerk of Council

Date: February 08, 2024

GLTC

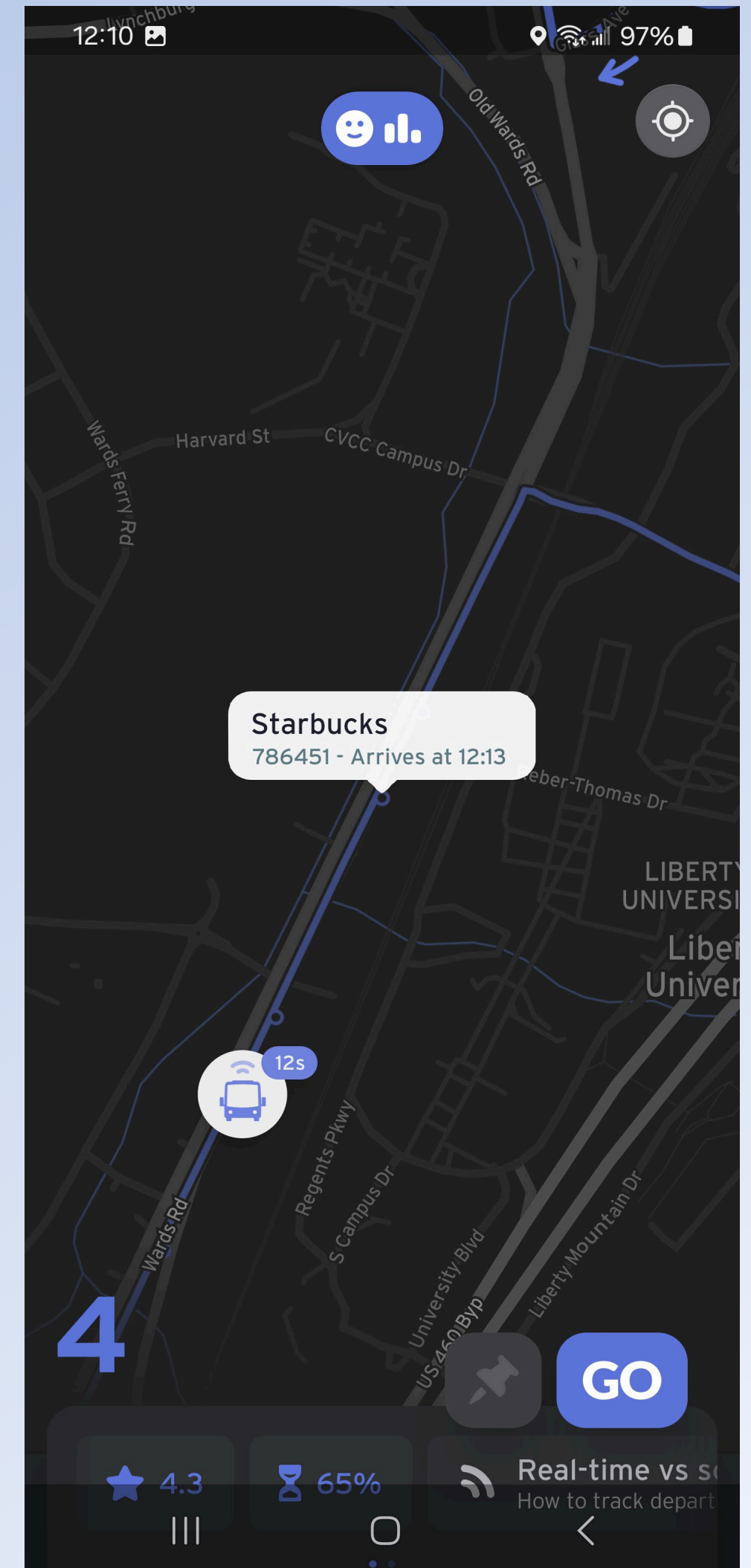


2023 Highlights



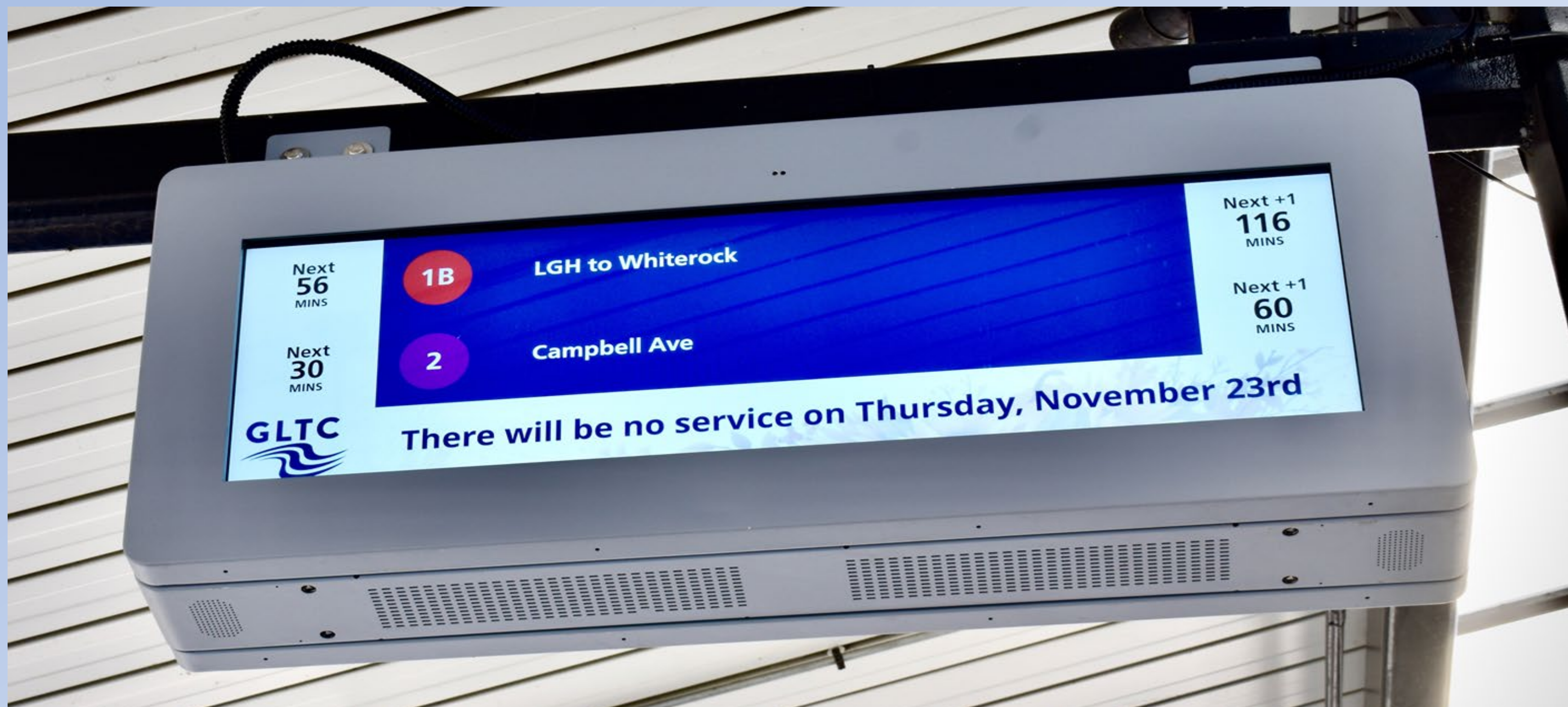
Customer can now
get real-time info via
Transit app

We are also able to
push information for
service disruptions or
alerts



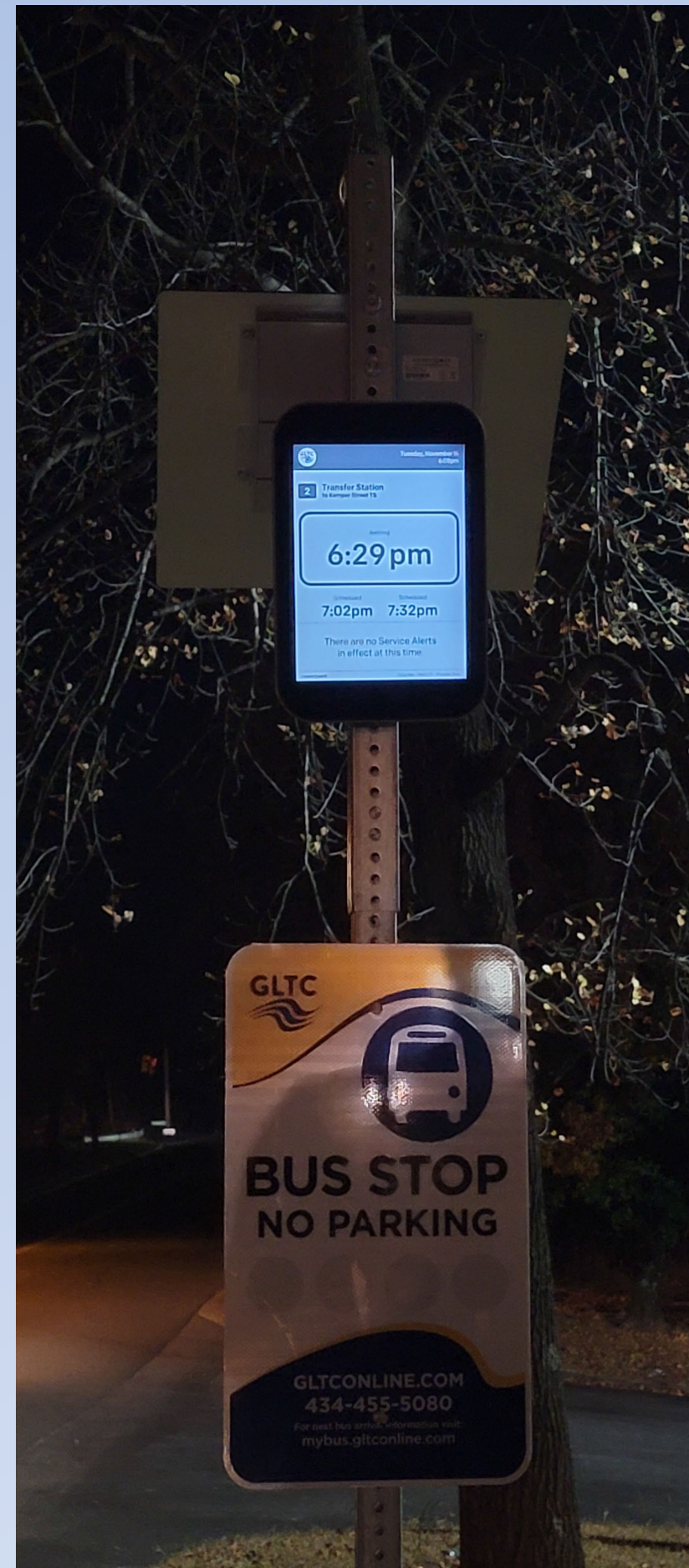
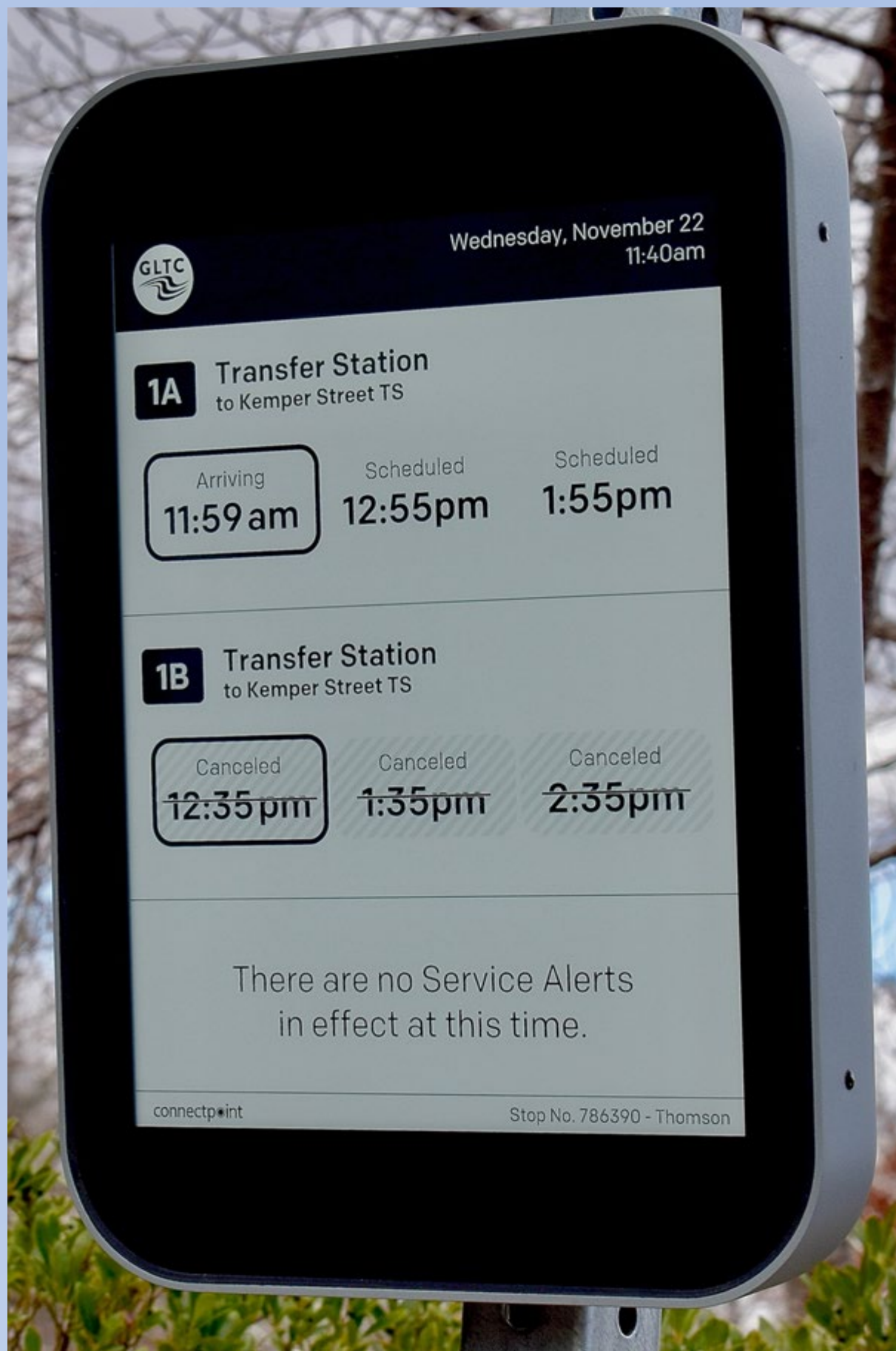
2023 Highlights

The new vehicle locator system includes information signs at our Transfer Station on Kemper St



2023 Highlights

Real-time signage at high ridership and transfer stops

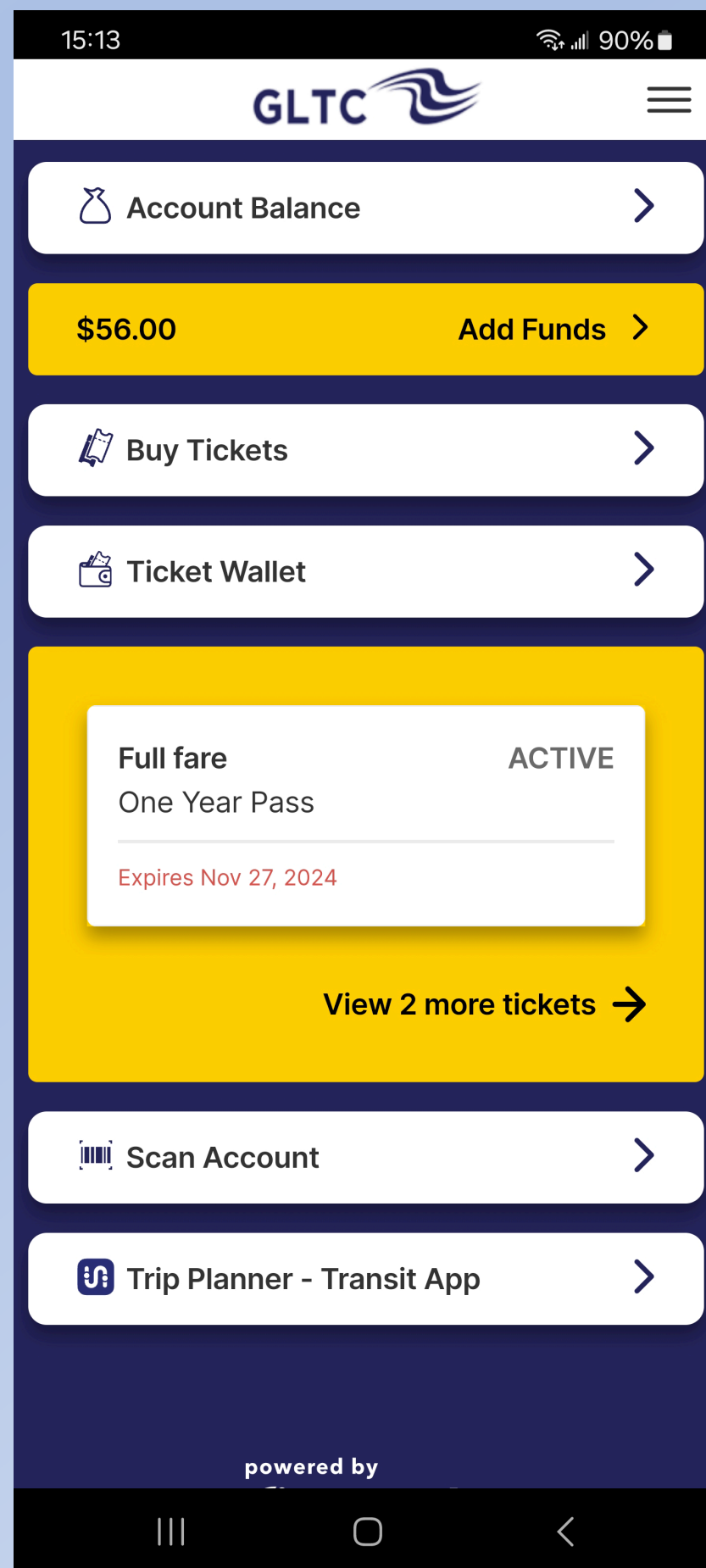


2023 Highlights

GLTC took delivery of two ADA accessible minivans for our paratransit service for people with disabilities and will be taking delivery of 3 additional cutaway vehicles in the next few months

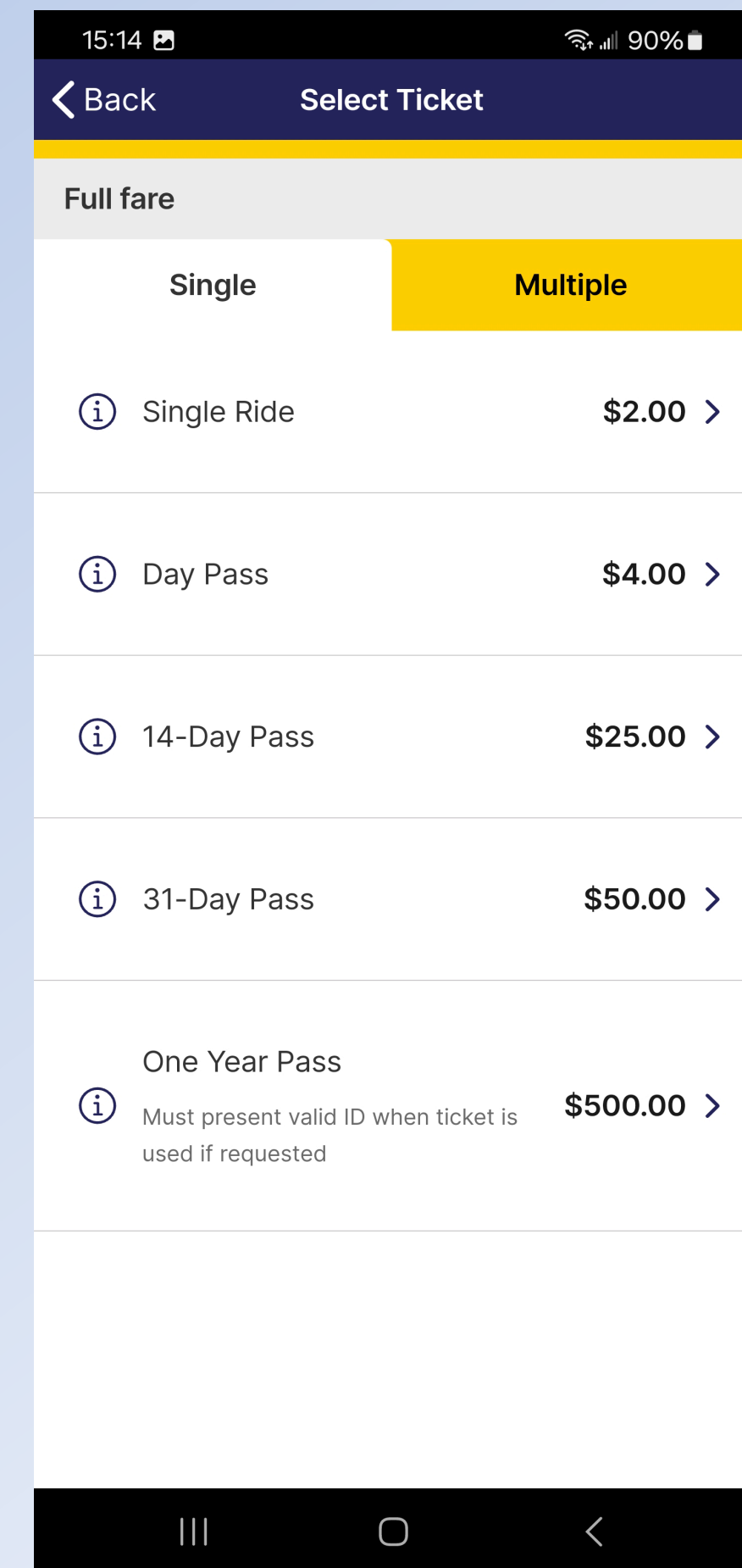


2023 Highlights



GLTC will deploy a mobile fare collection system in early 2024 which will allow customers to purchase tickets through a GLTC app, Transit, or online

We will also be able to work with businesses and groups to offer new pass options and discounts for riders that are managed through a partner



2023 Highlights

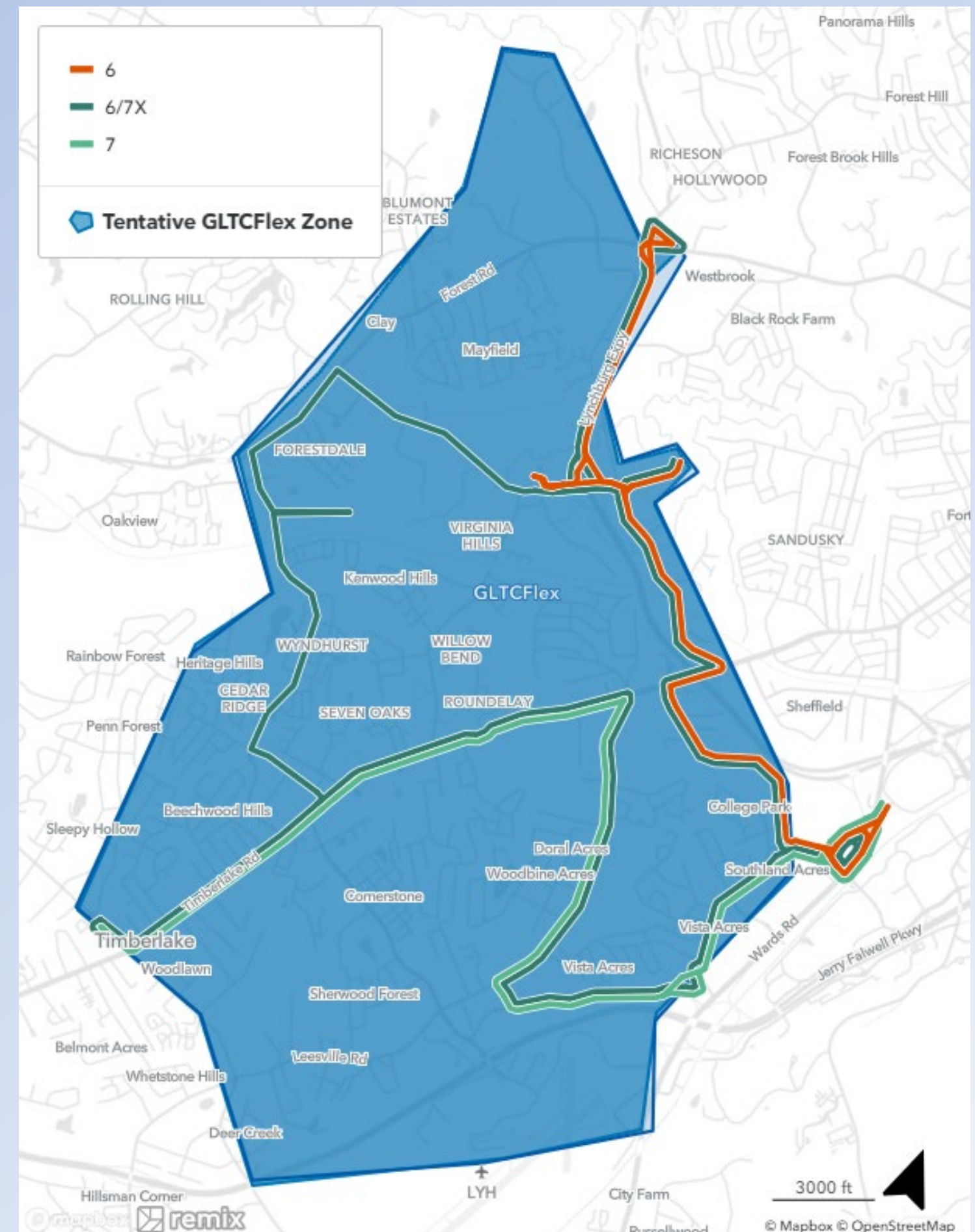
Since the deployment of our new customer facing tracking and messaging technologies in August 2023, GLTC has seen a marked increase in the number of trips, as well as continuing ridership increases year over year, with us reaching 78% of pre-pandemic ridership in FY23



2023 Highlights

GLTC will be deploying on-demand microtransit to replace two fixed routes in the Timberlake Rd, Graves Mill, & Enterprise Dr area that are less heavily utilized post-Covid.

This project's various stages have been underway since late 2019 and resulted in GLTC receiving 100% State funding as a demonstration grant



2023 Highlights

GLTC will be deploying microtransit to replace two of our fixed routes in the Timberlake Rd/Grave Mill/Enterprise Dr area that are not as heavily utilized post-Covid. This project's various stages have been underway since late 2019 and resulted in GLTC receiving 100% State funding as a demonstration grant

GLTC continues to pursue grant funding as much as possible, including additional TRIP funding opportunities and intern program funds

GLTC was also proud to be awarded a spot as one of Lynchburg's Best Places to Work this year

GLTC



AGENDA ITEM SUMMARY**MEETING DATE**

February 13, 2024

PRESENTED BYTimothy Mitchell, Director of Water
Resources**AGENDA ITEM # III.2**

Water System Master Plan Status Report

RECOMMENDATION

This presentation is for information only. Options and recommendations will be included in the Department of Water Resources proposed budget and capital improvement program.

SUMMARY

The Department of Water Resources contracted with Whitman, Requardt and Associates (WRA), a national engineering firm, to assess our water system's condition, prioritize water system replacement projects, and develop strategies to accommodate growth through 2050. Priority projects were based on pipes that are undersized, made of inferior material, over 100 years old, with a high break history, and that match up with other utility projects. Additionally, the Master Plan projected future growth in the City and identified projects needed to meet the associated water demands. Staff will provide an overview of the Master Plan findings and associated recommendations to "catch-up" to a 100-year replacement cycle and meet future water needs.

PRIOR ACTION(S)

None

FISCAL IMPACT

Varies based on project schedules.

CONTACT(S)Timothy Mitchell, Director of Water Resources
Scott Parkins**ATTACHMENT(S)**

1. 2-13 Water System Master Plan presentation - final

REVIEWED BY



Timothy Mitchell, Director of Water Resources

Date: February 08, 2024



Gregory Patrick, Deputy City Manager

Date: February 08, 2024



Alicia Finney, Clerk of Council

Date: February 08, 2024

WATER SYSTEM MASTER PLAN

February 13, 2024



PURPOSE & ACTION

Purpose:

The Water System Master Plan assesses Lynchburg's water system conditions, prioritizes replacement projects, moves the City toward a 100-year waterline renewal cycle, addresses future growth needs

Why:

- To ensure the delivery of reliable, high quality water, which is essential to the success of a thriving community
- To reduce the frequency of water main breaks
- To provide adequate fire flow capacity
- To meet the future demands of our growing City



WATER SYSTEM MASTER PLAN

- Contracted with engineering firm, WRA, in 2020 to assess City's water system conditions, prioritize projects, and develop strategies to accommodate for growth through 2050
- First phase of the plan identifies 49 suggested waterline replacement projects, representing all areas of the City
- Moves Lynchburg toward our goal of a 100-year renewal cycle, in line with water utility recommendations



ABOUT OUR WATER INFRASTRUCTURE



We are responsible for 455 miles of waterlines serving Lynchburg. That's equal to the distance from here to New York City

Today, we have 95.1 miles of waterlines in need of replacement

Over the next 25 years, another 31.6 miles of waterlines will reach 100 years in age

IMPACTS OF AGING INFRASTRUCTURE

- Aging cast iron pipes are most susceptible to corrosion and breaks, which can impact water quality, cause service disruptions, put strains on staffing, and are costly to repair
- Undersized pipes are unsuitable for city fire hydrants and do not provide adequate fire flow capacity
- Asbestos cement is an inferior pipe and has not been used since the late 1970s, requires special handling and disposal



"Adequate fire flow is crucial for effective fire protection because it ensures that sufficient water is available to suppress and control a fire."

Chief Wormser

WATER MAIN BREAKS



Hurdle Hill Road main break on January 13, 2024.

Water main breaks can ...

- happen at any time and anywhere; they're unpredictable
- cause water service outages for residents, businesses, hospitals, schools
- damage public and private property
- cause road closures
- lead to boil water notices
- put strains on staffing
- be very costly to repair

WATER MAIN BREAKS



In January 2024, we repaired 13 **water main breaks** across the City

9 of the breaks were in pipes 70+ years old or made of asbestos cement

The Fort Avenue and Kenyon Street main break on January 16, 2024, was on a pipe installed in 1911. The water service outage shut down Westover Dairy for several hours and repairs closed a section of Fort Avenue for 3 days.

THE EASTER 2023 MAIN BREAK



- A major water main break occurred April 9 at the intersection of 13th and Commerce streets
- Water main installed in 1911
- Water was shut off to several Downtown businesses, restaurants
- Cleanup took more than a week, involving multiple City departments



FIRE FLOW: WHY IT'S IMPORTANT

- Fire flow is the volume of water available to the Lynchburg Fire Department from City hydrants for fire-protection
- LFD needs adequate flow to successfully and safely fight fires in the City
- Adequate water volume and pressure are critical for public safety

MASTER PLAN PRIORITIES



What we're prioritizing

- Undersized pipe - small galvanized pipe, 3" or 4" cast iron (mostly in older parts of the City)
- Asbestos cement pipe (found in annexed areas)
- Aging cast iron pipe, 100+ years old (throughout the City)
- Areas with main break history due to factors other than age or material of pipe (high pressures, poor soil conditions)
- Waterlines that match up with other utility improvement projects (CSO or sewer extension or replacement projects)



City of Lynchburg
DEPARTMENT OF
WATER RESOURCES
Capital Project

Project #: 2030-3

Project Name: Westburg/Wayne/Mayfield

Project Type: Replacement

Project Description: Replace existing 4"/6"/8"/12" AC & CI pipe with 6"/8"/12" ductile iron pipe

Project Need: Urgent prioritization for replacement based on pipe material, size and age

CIP Fund: Distribution System Improvements

PROJECT LOCATION



COST

Design: \$ 365,000
Bid: \$ 6,000
Construction: \$ 3,036,000

SCHEDULE

TBD
TBD
by Year 2030

Total Length Installed (If): 6858

Notes: Abandon existing water main(s)

WATERLINE REPLACEMENT NEEDS

2050 Replacement Needs:

- 18 miles of small diameter waterlines
- 33 miles of asbestos cement waterlines
- 76 miles of 100+ year old cast iron waterlines

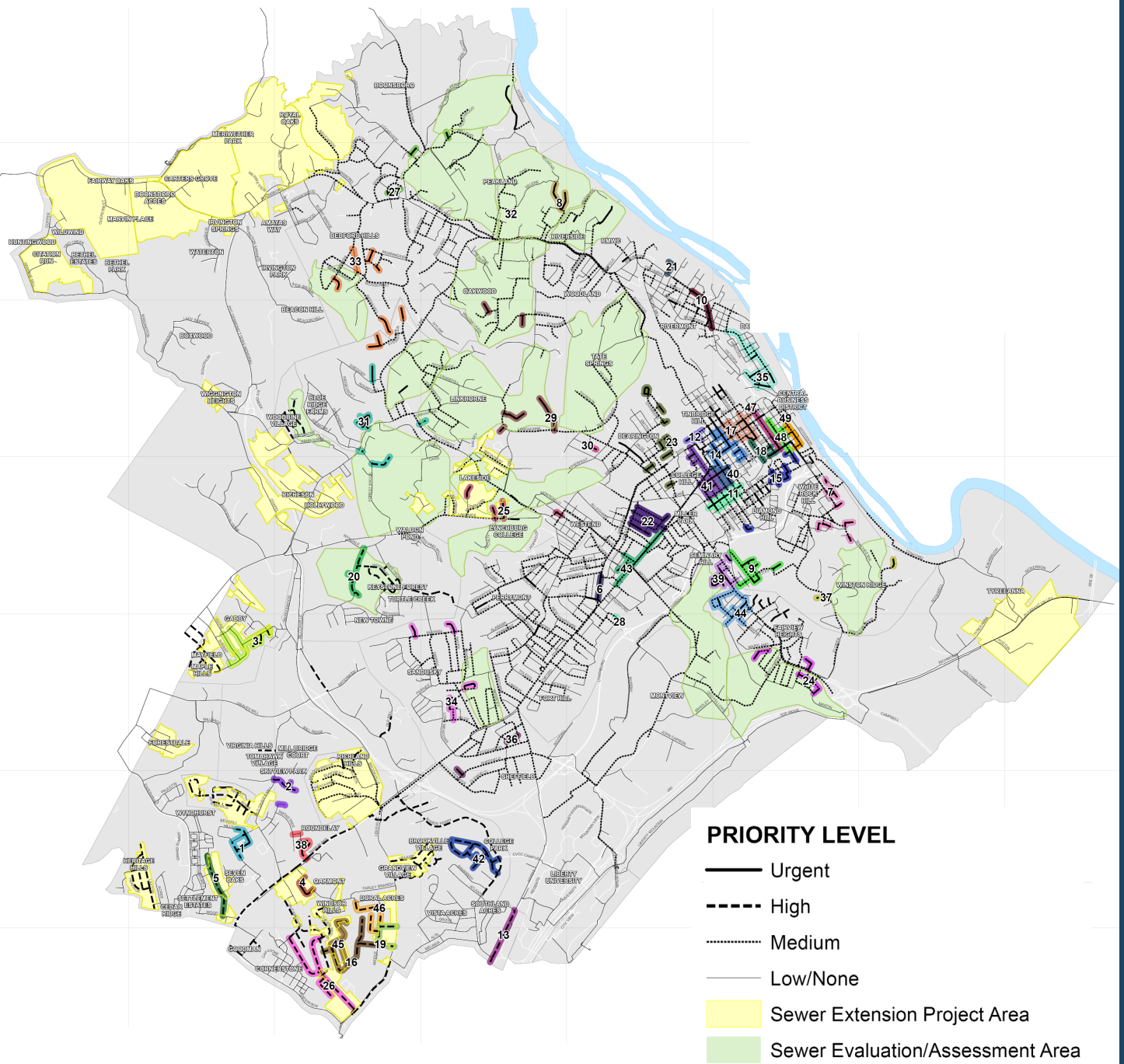
Total = 127 miles

(Approximately 5 miles per year)

Pictured: Water main break repair
on Lakeview Drive on January 13, 2024



WATER MAIN REPLACEMENT PROJECTS, FIRST PHASE



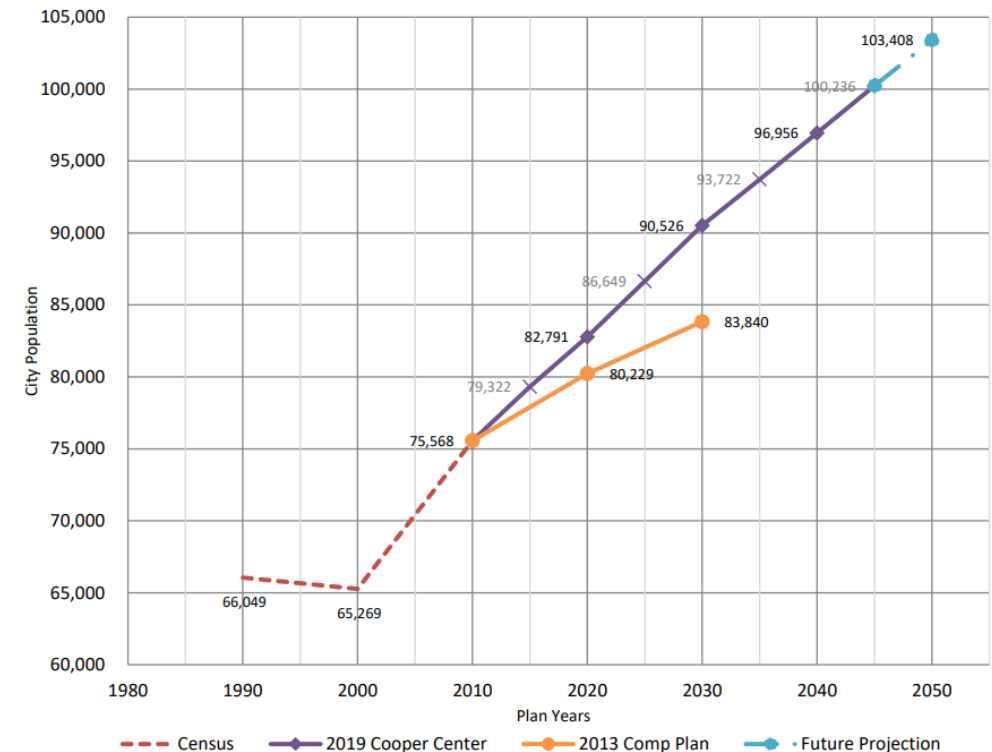
Grid	Project Key	Project Name	Length (FT)
B8	2030-1	Beverly Hills Dr/Pearson Dr	3596
C8	2030-2	Valorie Ct/Hillview Dr/Whistlewood Ct	1959
B7	2030-3	Westburg/Wayne/Mayfield	6858
D9	2030-4	Oakmont Cir	1462
B9	2030-5	Lockwood Dr	3155
D7	2030-6	Memorial Ave	1172
F6	2030-7	Church St/13th St/Dudley/High/Elm	3051
E4	2030-8	Reusens Rd/Chambersville St	2306
F7	2030-9	Tazewell/Otey/Holliday	6048
E5	2030-10	Riverton 1	2236
F6	2030-11	College Hill 4 - 13th St	5640
E6	2030-12	College Hill 8 - 4th St	1897
D9	2030-13	US 29 BUS Wards Rd	2824
E6	2030-14	College Hill 1 - Polk/8th/Wise	6905
F6	2030-15	Diamond Hill 1 - 15th St/Pearl St	3723
C9	2030-16	Lakeland 2 - Lakeview Dr	3486
F6	2030-17	College Hill 3 - Madison/Jackson/7th	6938
F6	2030-18	College Hill 2 - 11th St/12th St/Harrison St	2727
C9	2030-19	Lakeland 1 - McVeigh Rd/Middle St/North St	2555
C7	2030-20	Mcconville Rd/Hampen Dr	3049
E5	2030-21	MacLeod St/Irvington St	792
E6	2030-22	Miller Park 1 - Centerdale/Glenwood/Grove/Marsh	6724
E6	2030-23	Chambers/Dearington	4047
F7	2030-24	Haden/Durham/Roberts	3252
D6	2030-25	Montridge/Demott/Lakeside/Joel	2285
C9	2030-26	Moreview/Chesterfield/Morey	8206
D4	2030-27	Greenway/Crenshaw/Williamsburg/Ves	1371
E7	2030-28	Edley Pl	478
D6	2030-29	Clifton/Peninsular/Kulman/Robin Hood	5061
E6	2030-30	Tate Springs 1 - Landover Pl	495
C6	2030-31	Devonshire/Skyview/Belle Terre/Fleetwood	4748
D4	2030-32	Peakland 1 - Bonair Cir	285
C5	2030-33	Castle/McGuffey/Keystone/Indian Hill	5090
D7	2030-34	Burton Creek/Hayes/Lynndale/Hines	3171
E5	2030-35	Riverton/Stonewall/Norwood/B/C/E	8652
D8	2030-36	Sheffield 1 - Killanney Pl/Regent Pl	1044
F7	2030-37	Winston Ridge 1 - Winston Ridge/Pinehurst	927
C8	2030-38	Timberlake Rd/Roundelay Rd	2431
F7	2030-39	Garfield/Price/DeWitt/Halifax	5499
F6	2030-40	College Hill 5 - Wise/Floyd	4392
E6	2030-41	College Hill 6 - Fillmore/Pierce/Buchanan	6317
D9	2030-42	Dean St/College Park Dr/Temple Cir	7313
E6	2030-43	Miller Park 2 - Erskine/Fort/Oakview	5142
F7	2030-44	Carter/Garfield/Sackett/Otey	7223
C9	2030-45	Lakeland 2 - Woodland Circle	6062
C9	2030-46	Lakeland 3 - Middle St/Woodbine Dr/Gatlin St	3921
F5	2030-47	Downtown - Court St, 5th St to 12th St	5199
F5	2030-48	Downtown - Church St, 8th St to 13th St	4657
F5	2030-49	Downtown - Commerce St, 9th St to 13th St	4609

MEETING LYNCHBURG'S GROWTH NEEDS

The Water System Master Plan identifies projects to address water capacity needs in areas of the City seeing significant growth:

- **Carroll Avenue Pump Station upgrade:** This pump station serves growing Liberty University/ Wards Road area. Project would add third pump to station to meet growth needs, VDH regulations
- **Mill Lane Tank:** Project would add new 2 million gallon tank for storage when current tank is offline for maintenance and for future growth needs in the western portion of the City

Figure 1- 1: Population Projections





LOOKING AHEAD: CURRENT PACE VS. NEED

- We are currently replacing 2.46 miles of waterline per year, a 200-year renewal cycle
- At current funding levels, inflation will slow the pace of replacement to 1.67 miles per year at current funding levels, putting us on a 270-year renewal cycle
- The Water Master Plan would catch us up to a 100-year renewal cycle by 2050
- We will offer funding options and replacement rates for Council to consider in our FY 2025 budget

Pictured: Polk & 15th Street waterline replacement project in Ward 2

IN SUMMARY

- We have an opportunity over the next 30 years to catch up with our water system infrastructure needs.
- Current pace of replacement is not adequate to meet our citizens' needs.
- The Water System Master Plan identifies water infrastructure projects and puts us on a path to a 100-year renewal cycle and meet future demands.
- A well-maintained water system means reliable, clean, safe water for our citizens.



Pictured: Seabury-Hughes waterline/
sewer/storm improvement project



AGENDA ITEM SUMMARY**MEETING DATE**

February 13, 2024

PRESENTED BYTom Martin, Community Development
Director**AGENDA ITEM # IV.3**

Monument Terrace Memorials

RECOMMENDATION

This item will appear for City Council vote on the February 27, 2024 Public Hearing agenda. Adopt a resolution approving the addition of three new memorials to Monument Terrace.

SUMMARY

The Virginia Piedmont Chapter of the Military Order of the World Wars (MOWW) and the Lynchburg Area Veterans Council (LAVC) wish to recognize the next major American conflicts after the Vietnam War on Monument Terrace: the Gulf War (1990–1991) and Global War on Terror (2001–). The organizations are proposing a 36" x 24" bronze plaque to be installed on the northwest wall of the Purple Heart terrace. MOWW and LAVC would raise the necessary funds to purchase the memorial plaque. If Lynchburg citizens are identified who died in these conflicts, their names can be engraved on the limestone blocks of the surrounding wall.

The Lynchburg Chapter of the Military Order of the Purple Heart (MOPH) also wishes to install a "Soldier's Battlefield Cross" memorial sculpture in the landscaped area between the World War I terrace of Monument Terrace and the Monument Terrace building. The bronze sculpture, measuring 19" x 19" x 51", is a recognized symbol of the ultimate sacrifice among the armed forces. The MOPH has already raised the funds necessary to purchase the sculpture.

Lastly, the MOPH wishes to install a bench for the convenience of visitors on the Purple Heart terrace of Monument Terrace. The black, powder-coated, metal bench bears the purple heart emblem in color on the seat back and measures approximately 48" wide. It would be placed on the northeast wall of the terrace, between the steps and the north corner.

All additions or modifications to Monument Terrace must be approved by City Council. The last time an addition was made was the Desmond Doss interpretive marker on the World War II terrace in 2017. The Monument Terrace Advisory Committee has reviewed the three new proposals with their sponsors and recommends them to City Council for adoption as presented here.

PRIOR ACTION(S)

December 18, 2023: Monument Terrace Advisory Committee recommended approval of all three proposals.

November 13, 2007: City Council adopted the current policy governing placement of future memorials on Monument Terrace.

FISCAL IMPACT

N/A

CONTACT(S)

Ted Delaney
Museum Director
Tom Martin
Community Development Director

ATTACHMENT(S)

1. Presentation

REVIEWED BY

Marjette Upshur, Director of Economic Development & Tourism

Date: February 06, 2024



Kent White, Assistant City Manager

Date: February 08, 2024



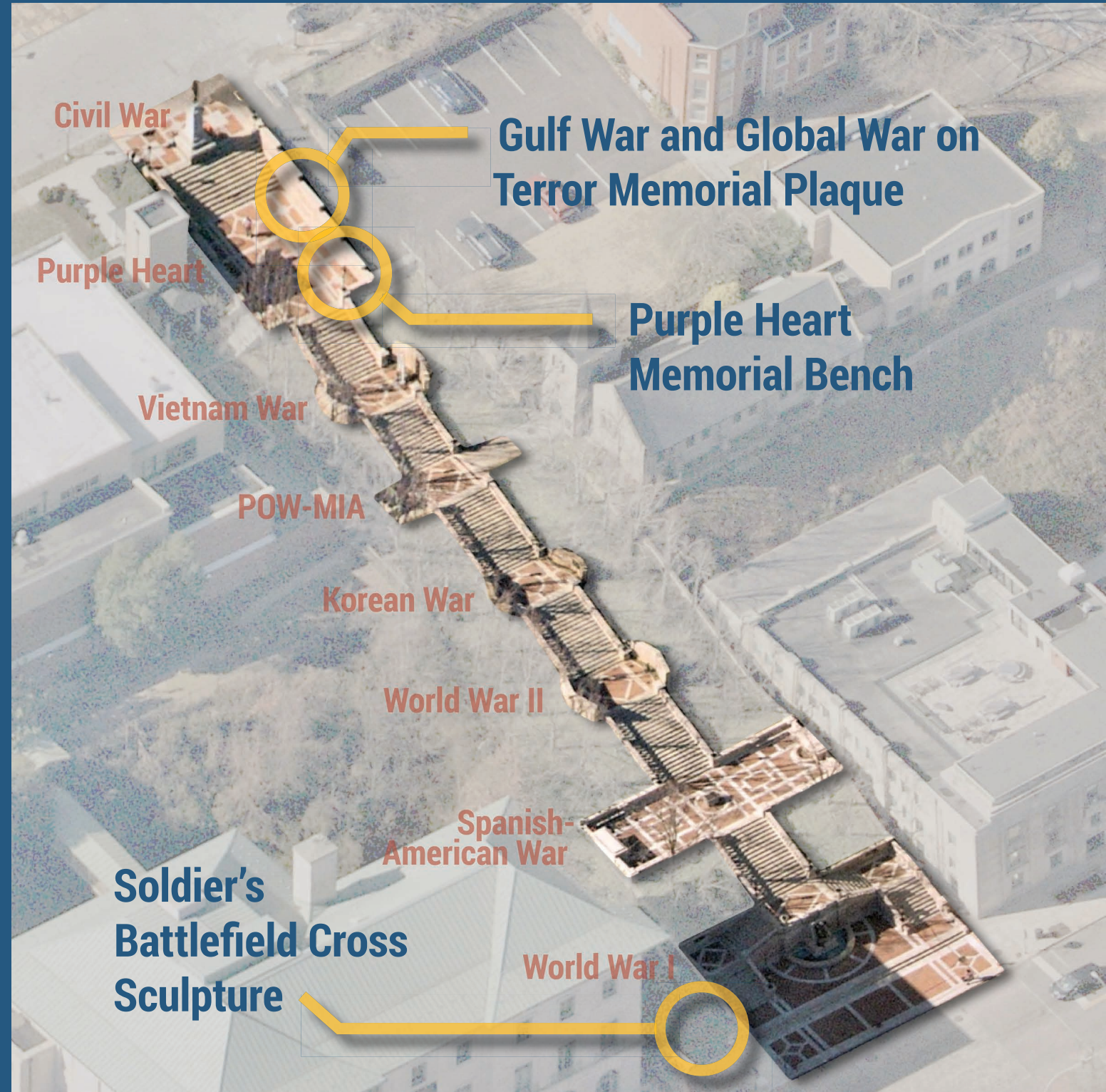
Alicia Finney, Clerk of Council

Date: February 08, 2024

Monument Terrace

Proposed Additions

February 13, 2024



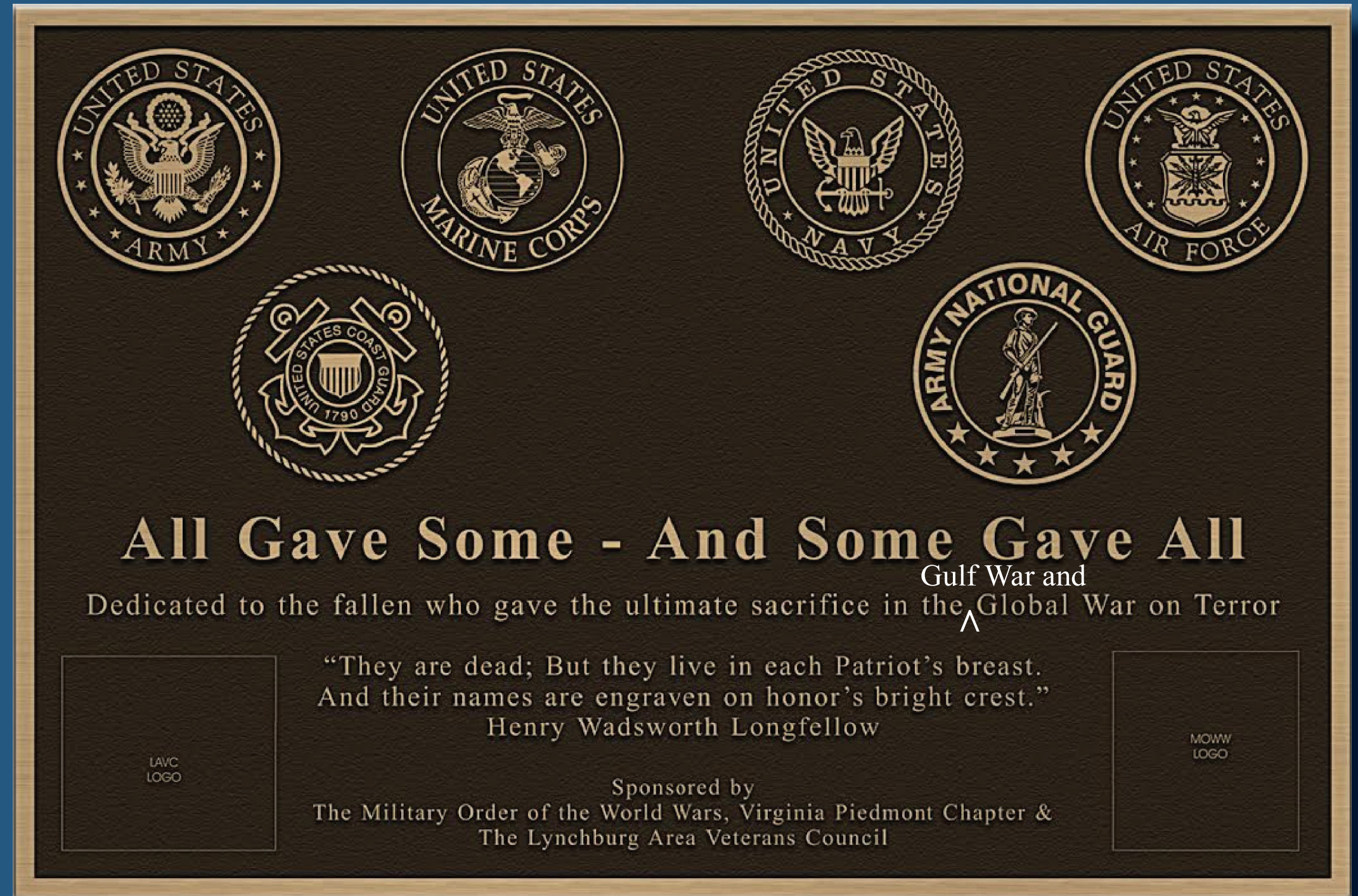
Monument Terrace

**Gulf War and
Global War on Terror
Memorial Plaque
Proposed Location**



Monument Terrace

Gulf War and Global War on Terror Memorial Plaque



Monument Terrace

**"Soldier's Battlefield
Cross" Sculpture
Proposed Location**



Monument Terrace

"Soldier's Battlefield Cross" Sculpture



Monument Terrace

Purple Heart
Memorial Bench
Proposed Location



Monument Terrace

Purple Heart Memorial Bench



AGENDA ITEM SUMMARY**MEETING DATE**

February 13, 2024

PRESENTED BY

Gaynelle Hart, Director of Public Works

AGENDA ITEM # IV.4

CASA Lease Agreement

RECOMMENDATION

This item will appear for City Council vote on the February 27, 2024 Public Hearing agenda. Authorize the letting of property at the Monument Terrace building and to approve a lease agreement between the Court Appointed Special Advocates (CASA) of Central Virginia and the City of Lynchburg.

SUMMARY

Court Appointed Special Advocates (CASA) of Central Virginia and the City of Lynchburg have an existing agreement to lease office space at 901 Church Street. CASA currently occupies 3,218 square feet of space for its offices on the first floor.

At the time the lease was first approved in October 2012, CASA agreed to pay for \$20,000 of improvements to the space and the City agreed to waive rent payments in lieu of a \$12,000 annual contribution to CASA. The lease was last renewed on September 10, 2019 at which time 888 square feet of space that was formerly occupied by the City's Health Nurse was added to the lease. However, 136 square feet of that office space currently being used by CASA was not accounted for in the renewal. The attached lease incorporates all the office area currently in use.

PRIOR ACTION(S)

October 23, 2012: City Council approved the lease of 2,194 square feet for CASA office space at 901 Church Street

September 10, 2019: City Council renewed CASA's office space lease, including additional space formerly occupied by the City Health Nurse.

FISCAL IMPACT

The market value of rent, according to the City Assessor, is approximately \$15 per square foot. Market value rent for the currently occupied space is \$48,270 annually. CASA requests that the City waive the rent in lieu of the City making an annual contribution to support CASA operations.

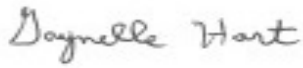
CONTACT(S)

Gaynelle Hart, Director of Public Works

ATTACHMENT(S)

1. Resolution
2. Exhibit A
3. CASA & City Lease Agreement
4. CASA Request for Lease Renewal
5. Meeting Minutes, Agenda Summary and Attachments - September 10, 2019

REVIEWED BY



Gaynelle Hart, Director of Public Works

Date: February 07, 2024



Gregory Patrick, Deputy City Manager

Date: February 08, 2024



Alicia Finney, Clerk of Council

Date: February 08, 2024

A RESOLUTION TO AUTHORIZE THE LETTING OF PROPERTY AT THE
MONUMENT TERRACE BUILDING AND TO APPROVE A LEASE AGREEMENT
BETWEEN CASA OF CENTRAL VIRGINIA, INC. AND THE CITY OF LYNCHBURG

RESOLUTION:

#R-24-_____

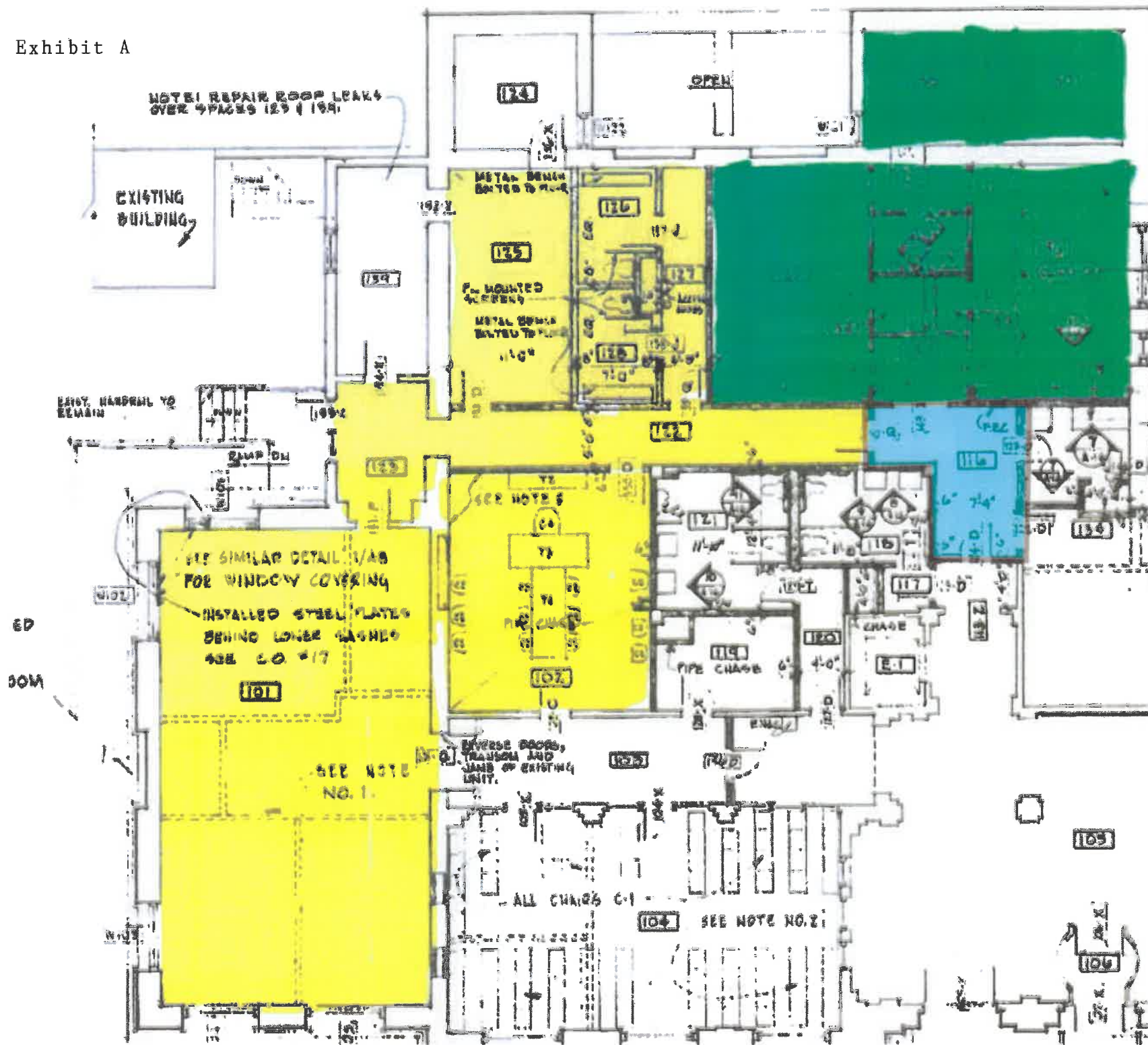
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

1. That the following described real estate, including any, if any, improvements thereon, may be let by the City of Lynchburg, a municipal corporation of the Commonwealth of Virginia, to CASA of Central Virginia, Inc., a Virginia nonstock corporation, for a period of five (5) years: approximately 3,218 square feet (Suites 101, 123, 102, 122, 116, 125, 126, 127, 128, 130, 131, 132, 133, 135, 136, 137, and 138), located on the first floor of the Monument Terrace Building, 901 Church Street, Lynchburg, Virginia 24504, as shown on Exhibit A attached hereto, incorporated herein by reference, and being shown in yellow, green, and blue highlight on said exhibit.
2. That the City Manager, on behalf of the City of Lynchburg, is hereby authorized to take any and all actions necessary to execute and effectuate that certain instrument, dated February 27, 2024, entitled "LEASE AGREEMENT", between the City of Lynchburg and CASA of Central Virginia, Inc. Such instrument is hereby approved and incorporated herein by reference.
3. 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.
4. That this Resolution shall become effective upon its adoption.

Adopted:

Certified: _____
Clerk of Council

Exhibit A



LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease”) is made and entered into on this 27th day of February, 2024, by and between the **CITY OF LYNCHBURG** (“Lessor”), a municipal corporation of the Commonwealth of Virginia, and **CASA OF CENTRAL VIRGINIA, INC.** (“Lessee”), a Virginia Nonstock Corporation authorized to do business in Virginia. Lessor and Lessee are sometimes referred to in this Lease individually as a “Party” and collectively as the “Parties”.

WHEREAS, Lessor is the owner of the Monument Terrace building located at 901 Church Street in the City of Lynchburg, Virginia (the “building”); and

WHEREAS, Lessee desires to lease office space from Lessor in said building subject to the terms and conditions set forth herein.

NOW, THEREFORE, WITNESSETH: that for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid to Lessor by Lessee, the value Lessee brings to the City of Lynchburg, Virginia as an organization which helps the City’s children, the City’s families, and the City’s court system, and the mutual promises and covenants hereinafter contained, the receipt of all of the same being acknowledged and being deemed lawful consideration by the Parties, Lessor and Lessee hereby mutually agree as follows:

1. **PREMISES.** Lessor hereby lets to Lessee and Lessee hereby leases from Lessor the following space located in the City of Lynchburg, Virginia: approximately 3,218 square feet (Suites 101, 123, 102, 122, 116, 125, 126, 127, 128, 130, 131, 132, 133, 135, 136, 137, and 138), located on the first floor of the building, in an “as is” “where is” condition, without any warranty, and without any representation as to the Premises whatsoever, as shown on **Exhibit A** attached hereto, and incorporated herein by reference; the said space being identified herein this Lease as the “Premises” and shown in yellow, green, and blue highlight on said exhibit.
2. **TERM.** The term of this Lease shall be for a period of five (5) years commencing on March 1, 2024 and expiring on February 28, 2029. While this Lease is in effect, Lessor and Lessee shall both have the ongoing option to terminate this Lease at any time by providing written notice of such election to terminate to the non-terminating Party at least ninety (90) days prior to the desired termination date.
3. **RENT.** Lessor lets the Premises to Lessee for a one-time payment of \$20,000 annually, which shall be waived in lieu of the City making an annual contribution or donation to Lessee while this Lease is in effect.
4. **USE AND ACCESS.** Lessee shall use the Premises solely for the purposes of its normal/typical corporate purposes and ancillary uses. The Premises are not to be used for any other purpose(s) or use(s) whatsoever without the prior written consent of Lessor. Lessee shall have access to the Premises between the hours of 6:00 a.m.

through 11:00 p.m., seven (7) days a week. Lessee agrees to abide by all applicable Lessor City-facility/building policies and procedures when using the Premises.

If for more than thirty (30) days in a three hundred sixty-five (365) day period, Lessee vacates the Premises or fails to operate therein, Lessor may terminate this Lease at its option and its sole discretion upon providing a thirty (30) day written notice to Lessee of its election to terminate.

Lessor reserves the right to inspect the Premises at all times, with twenty-four (24) hours' notice to Lessee, to ensure the Premises are being used solely for the purposes permitted by this Lease and to ensure that the Premises are being maintained and occupied as required in this Lease. In the event of an emergency, as determined in the sole discretion of Lessor, no notice of such inspection to Lessee shall be necessary.

5. UTILITIES/SERVICES. Lessor will provide HVAC, electric, water, trash, general cleaning, and maintenance services to Lessee as part of the overall building operations. Lessee, at its sole effort and expense, may arrange for other utilities and maintenance/operational services as it may require.

Desktop telephone service on Lessor's Voice over IP system will be provided with an annual per-user-account fee(s) imposed by Lessor, plus any cost(s) for required software/hardware. The fee(s) will be determined annually by Lessor at the beginning of each fiscal year. Any usage charges, including long distance, will be charged to Lessee on a monthly basis and paid by Lessee to Lessor within thirty (30) days of receiving the same. Lessee agrees to make any required one-time purchases at its own expense (e.g. ancillary equipment, telephone handsets, cameras, etc.)

A hardwired and/or wireless Internet connection will be provided to Lessee with an annual per-user-account fee(s) imposed by Lessor, plus any cost(s) for required software/hardware. The fee(s) will be determined annually by Lessor at the beginning of each fiscal year. Any usage charges will be charged to Lessee on a monthly basis and paid by Lessee to Lessor within thirty (30) days of receiving the same. Lessee agrees to make any required one-time purchases at its own expense (e.g. ancillary equipment, WiFi routers/extenders, etc.)

Where applicable, Lessor and Lessee shall execute and abide by an "Information Technology Service Level Agreement" which outlines Lessor's Information Technology requirements specific to the Premises. If applicable, such agreement will be deemed a material component of this Lease and deemed incorporated into this Lease by reference.

6. MAINTENANCE AND REPAIRS. Lessee, at its sole expense and effort, shall keep the Premises and any of Lessee's furnishings and equipment located within the Premises in a clean, neat, maintained, and orderly condition, free of debris and

rubbish, and upkeep the portion of the Premises where its equipment and improvements are located. No improvements, additions, or alterations shall be made to the Premises by Lessee without Lessor's prior written approval. All improvements, additions, or alterations to the Premises by Lessee shall be at the sole effort and expense of Lessee. All improvements, additions, or alterations to the Premises by Lessee shall become the property of Lessor upon this Lease's termination or expiration. At the expiration or termination of this Lease, Lessee shall surrender the Premises to Lessor in the same condition as received, normal wear and tear excepted, remove Lessee's furnishings and equipment, and repair any and all damage to the Premises caused by such removal, normal wear and tear excepted as previously stated.

7. INSURANCE. While this Lease is in effect, Lessee, at its own expense, shall maintain the following insurance coverage: (i) Commercial General Liability insurance for bodily injury, property damage, and all risk fire and casualty insurance coverage (multi-peril) in a limit of not less than USD\$1,000,000 (One Million Dollars) per occurrence and USD\$1,000,000 (One Million Dollars) in the aggregate and (ii) a Workers Compensation policy with statutory limits and Employers Liability insurance with at least the following limits: USD\$100,000 per accident and USD\$100,000 per disease (each employee). Lessor, its officers, employees, agents, and volunteers shall all be listed as additional insureds on all such policies where permitted by law and applicable policy. Any deductibles or self-insurance retention applicable to the required coverages herein shall be paid by Lessee, and Lessor shall not be required to participate therewith.

The insurance required of Lessee herein shall be primary and any insurance or self-insurance maintained by Lessor are secondary and apply only in excess of and shall not contribute with the insurance obtained by Lessee. Lessee shall deliver to Lessor's Risk Manager a copy of said insurance policies or a certificate showing the same to be in full force and effect before occupying the Premises and at other times through the term of this Lease when Lessor requests confirmation of insurance coverage. Lessee must give Lessor ten (10) days prior written notice of any cancellation, nonrenewal, or modification of coverage, and verification of new coverage in accordance with the requirements herein prior to any expiration of the insurance policies required herein, or Lessor may order the required insurance and charge the cost to Lessee (which shall be paid within thirty (30) days of receipt of the same). Lessee shall, at least sixty (60) days prior to the expiration of the insurance policies required hereunder, furnish Lessor with renewals or "binders" for the policies, or Lessor may order the required insurance and charge the cost to Lessee. All insurance will be obtained by Lessee from insurance companies authorized by Virginia's State Corporation Commission to do business in Virginia. All rights of subrogation applicable hereto shall be waived by Lessee, and such waiver shall be listed as an endorsement on all applicable certificates of insurance.

INDEMNIFICATION AND DAMAGE TO PROPERTY. Lessee shall indemnify, defend, and hold harmless Lessor, its officers, employees, agents, and volunteers

from all third-party legal liability (including reasonable attorneys' fees), including bodily injury, death, and property damage to the extent caused by the negligence or misconduct of Lessee, its employees, officers, directors, representatives, agents, and/or any other persons Lessee permits on the Premises in its use and/or occupancy of the Premises. If the Premises are damaged or destroyed by fire, the elements, a public enemy, or by way of any casualty, this Lease shall automatically terminate, and neither Lessor nor Lessee will have any obligation to repair or rebuild the Premises. However, Lessee shall be responsible for repairing or replacing any damages to the Premises caused by the acts or omissions of Lessee, its employees, officers, directors, representatives, agents, and/or any other persons Lessee permits on the Premises.

8. DEFAULT AND REMEDIES UPON DEFAULT. Either Party shall have thirty (30) days after receipt (or refusal to accept delivery, which refusal shall be deemed receipt for the purposes hereof) of written notice from the other Party to cure any non-monetary default hereunder. If said default is one that cannot be cured within the thirty (30) day period, so long as the Party charged with the default diligently pursues a remedy during the thirty (30) day period, that Party shall be given additional time reasonably necessary to cure the default. If, subsequent to the foregoing requisite period, there continues to be an event of default, the non-defaulting Party may terminate this Lease.
9. ASSIGNMENT/TRANSFER/SUBLEASE. Lessee shall not assign nor sublet all or any portion of the Premises or rights granted by this Lease without the prior written consent of Lessor, whose consent shall not be unreasonably withheld.
10. ENVIRONMENTAL. Lessee agrees that the Premises will not be used for disposal of hazardous or toxic materials. Lessee shall not dispose of hazardous substances, hazardous waste, hazardous materials, and toxic substances as defined under any federal, state or local laws and regulations in effect while this Lease is in effect. Lessee shall indemnify, defend, and hold harmless Lessor, its officers, employees, agents, and volunteers from all third-party legal liability (including reasonable attorneys' fees), penalties, and the like which may arise against Lessor, its officers, employees, agents, and volunteers as a result of a violation of this section.
11. COMPLIANCE WITH LAWS. Lessee, its officers, employees, agents, and contractors shall observe and comply with all laws and regulations promulgated under any federal, state, or municipal laws affecting the use of the Premises and the manner in which the Premises should be used by Lessee. During the term of this Lease, Lessee shall obtain and maintain all required local, state, and federal permits, licenses, approvals, and the like concerning its operations on the Premises. Lessee shall pay all required taxes and fees associated with its operations on the Premises.
12. NOTICES. Any notice required by this Lease must be hand-delivered, sent by certified mail, return receipt requested, or sent by a reputable overnight delivery

service to the appropriate Party at the addresses set out below or to any other address that the Parties designate in writing.

To Lessor:

City of Lynchburg
Attn: City Manager
900 Church Street-3rd Floor
Lynchburg, VA 24504

To Lessee:

CASA of Central Virginia, Inc.
Attn: Executive Director/President
901 Church Street
Lynchburg, VA 24504

Notices provided in accordance with this section will be deemed received within five (5) calendar days of their being provided.

13. USE OF PREMISES AT LESSEE'S RISK. Absent negligence or willful misconduct, Lessor shall not be liable for any damage to or loss of any of Lessee's property or the property of its agents, directors, employees, guests, visitors, customers, or the like to the Premises. It is agreed Lessee, its agents, directors, employees, guests, visitors, customers, and the like use the Premises at their own risk. Lessee shall be responsible for providing reasonable security on the Premises to ensure the safety of property and persons who may access and/or use the Premises. Lessee, where appropriate and in appropriate amounts, should obtain Tenant's Liability Insurance for bodily injury, property damage, and all risk fire and casualty insurance coverage (multi-peril) to protect their property.
14. ELECTRONIC SIGNATURES. The Parties acknowledge and agree that this Lease may be executed by electronic signature, which shall be considered as an original signature for all intents and purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature. This Lease 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 document.
15. COVENANT OF NON-DISCRIMINATION. Lessee does hereby covenant 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 the operation of any of Lessee's services, the Premises, or the like which may be connected to this Lease. Lessee 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.
16. THIRD-PARTY RIGHTS. Nothing in this Lease shall be deemed to create any rights to those who are not expressly made a party to this Lease.
17. INDEPENDENT ENTITIES. Nothing contained in this Lease shall be construed as or deemed to make either Lessor or Lessee the agent, partner, or joint venture of

the other, except as may otherwise be provided in this Lessee. Unless specifically provided in this Lease, nothing contained in this Lease shall give Lessee any authority to represent Lessor before any court or governmental or regulatory agency without the express prior written authorization of Lessor. Unless otherwise provided in this Lease, neither Lessor nor Lessee shall be responsible or held liable for the acts or omissions of the other. Further, in performing any services or engaging in any actions pursuant to this Lease, Lessee is and shall be acting as an independent contractor, responsible to all parties for its acts and omissions, and Lessor shall not be liable for the same.

18. MODIFICATION. This Lease may be modified by Lessor and Lessee during its existence, but no modification shall be valid or enforceable unless made in writing and signed by both of the aforesaid Parties. Approval of the Lynchburg City Council shall not be necessary for such modifications or amendments.
19. RESERVATION OF RIGHTS. It is distinctively understood that all privileges and uses of the Premises, except to the extent herein demised to Lessee, are expressly reserved by Lessor to use at its discretion.
20. REMEDIES NOT EXCLUSIVE. All rights and remedies described in this Lease shall be cumulative and additional to all other rights and/or remedies available at law or in equity.
21. SEVERABILITY. In the event that any provision, or portion thereof, of this Lease shall be construed to be invalid or unenforceable by a court of competent jurisdiction, then such provision, or portion thereof, shall be severable and stricken and the remaining portions of this Lease shall remain in full force and effect.
22. HEADINGS. The headings for the provisions in this Lease are intended solely for the convenience of the Parties and are not intended nor shall they be used to construe, explain, modify or place any meaning upon any provisions herein.
23. SUCCESSORS. All rights and obligations of this Lease will be binding upon the Parties' permitted successors and assigns.
24. GOVERNING LAW. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and any legal proceedings related to the same shall be filed in the courts of the City of Lynchburg, Virginia and in no other forum.
25. APPROVAL BY CITY COUNCIL. **It is understood by the Parties that this Lease is conditioned upon the approval of the Lynchburg City Council after a public hearing has been duly advertised and held pursuant to the requirements of § 15.2-1800 of the Code of Virginia, 1950, as amended.**

26. WAIVER. No rights or obligations of this Lease will be deemed waived except by a specific written waiver executed by the Parties.
27. ENTIRE AGREEMENT. All provisions with respect to this Lease are expressly contained herein. No representative or agent of Lessor or Lessee has made any representation or promise with respect to this Lease not contained herein.
28. SURVIVAL. The defense, indemnification, and hold harmless provisions described in sections #7 and #10 shall survive termination or expiration of this Lease for a period of five (5) years.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed by their duly authorized representatives as of the date first above written.

CITY OF LYNCHBURG

By: _____

Name: _____

Title: _____

(SEAL)

Attest: _____

Name: _____

Title: _____

CASA OF CENTRAL VIRGINIA, INC.

By: _____

Name: _____

Title: _____

(SEAL)

Attest: _____

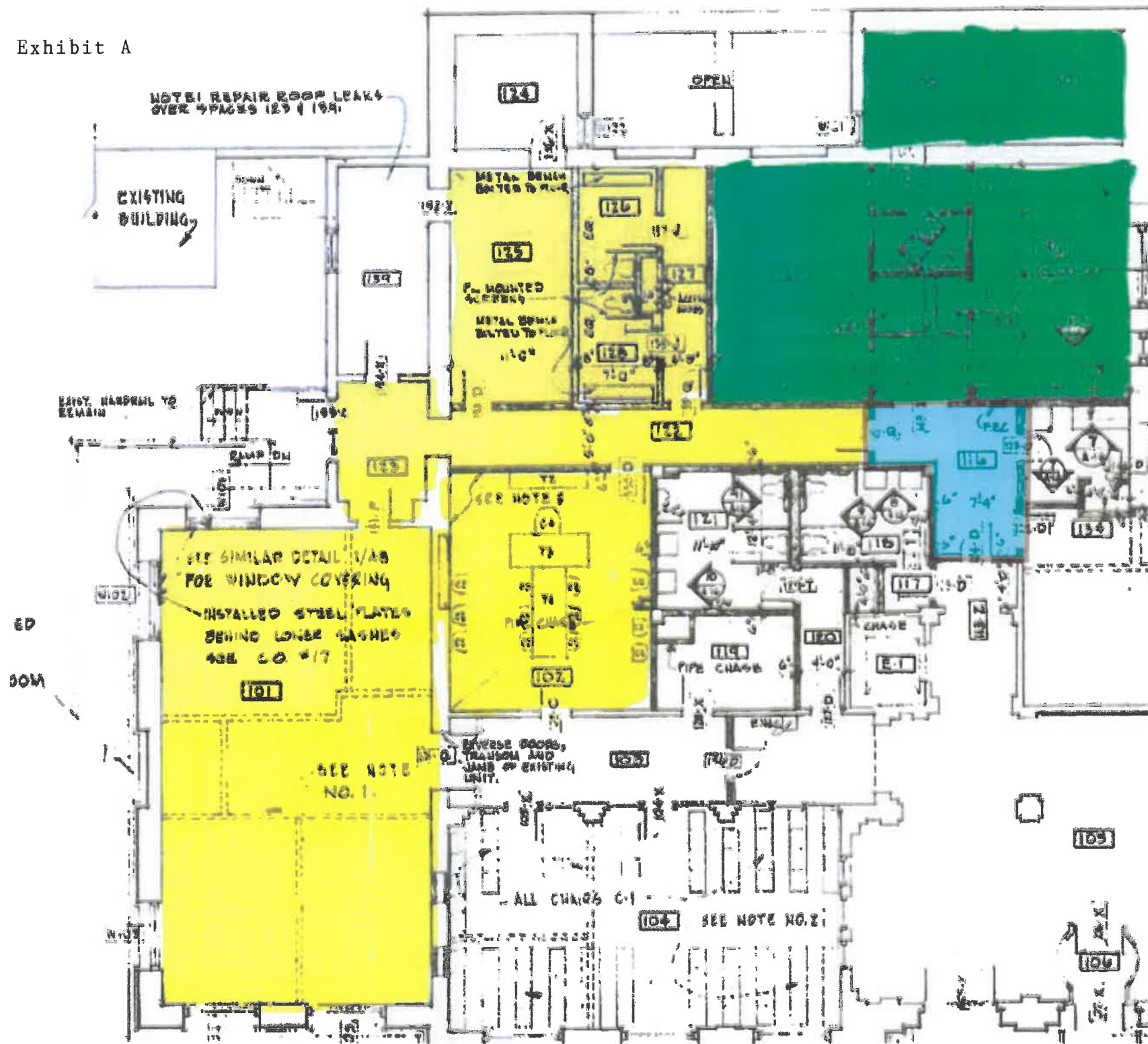
Name: _____

Title: _____

Approved as to Form:

City Attorney/Designee

Exhibit A





Information Technology Service Level Agreement CASA of Central Virginia, Inc.

Organization	CASA of Central Virginia, Inc. (Lynchburg office)
Date of Agreement	February 1 st 2024
Date of Renewal	Perpetual until cancelled
Client Contact	Allison Stronza – Executive Director CASA

1. Purpose

The purpose of this service level agreement is to define the services that will be provided from the City's Information Technology Department (I.T.) to CASA (Court Appointed Special Advocates) offices located at 901 Church Street. I.T. commits to providing the following services at the specified service levels, and the client commits to adhering to the City's policies, procedures, and standards concerning information technology.

2. Information Technology Services

A. Network

I.T. will provide the necessary infrastructure for providing transport of voice services across the City's facilities as well as access to the Internet, for the CASA office located at 901 Church Street, and engineering design for redundancy and improvements. CASA, or their contracted representatives, are responsible for all local networked computer, server and software backup, connectivity and troubleshooting.

B. Personal Computer Support

- i. Hardware Procurement and Maintenance – CASA is responsible for support, procurement, maintenance, repair and troubleshooting of all CASA endpoint client devices (desktops, tablets, etc.) connected to the City of Lynchburg's network infrastructure. The City of Lynchburg standards are applicable and should be adhered to when configuring new workstations for connectivity to the City of Lynchburg's network infrastructure. A copy of these standards will be delivered with the initial SLA agreement.
- ii. Software Procurement and Maintenance – CASA is responsible for the procurement, maintenance, installation and support of all endpoint software utilized on CASA endpoint client systems (desktops, tablets, etc.) The City of Lynchburg standards are applicable and should be adhered to when configuring software on endpoint systems connected to the City of Lynchburg's network infrastructure. A copy of these standards will also be delivered with the initial SLA agreement.
- iii. Operations and Troubleshooting –All problems associated with connecting CASA client devices (desktops, laptops, etc.) to systems not managed and maintained by the City of Lynchburg's Information Technology Department are the responsibility of CASA support personnel or their contracted representatives. The City of Lynchburg's I.T. staff are a next level resource for the technology support designee of the CASA office for issues concerning telephony and internet access. CASA is responsible for costs associated with workstation and system needs required for compliance with City I.T. standards.



Information Technology Service Level Agreement CASA of Central Virginia, Inc.

C. Telephone

- i. Landline – The provision and first-call support for telephone service is the responsibility of I.T. All fixed charges will be budgeted and paid for by the CASA office. All usage charges (long distance, etc.), line installation, or line trouble charges will be paid for by the CASA.
- ii. Cellular – If desired, the CASA personnel can obtain City standard cellular telephones and services from I.T. at the standard rates. All fixed and variable monthly costs are the responsibility of CASA.

3. Problem Notification and Escalation Process

A. Operations and Technical Support

"Business hours" are defined as 8:30 a.m. - 5:00 p.m., Monday - Friday.

I.T. will provide technical support through its Service Desk during business hours. Requests for assistance should be made to the Service Desk. This can be done by either calling 401-HELP or sending an email to servicedesk@lynchburgva.gov. The I.T. Service Desk staff will attempt to resolve the request when reported. If Service Desk staff are unable to resolve the request, it will be assigned to an appropriate analyst for resolution. If a support person is not reached at the Service Desk on the initial call, the caller will be asked to leave a message. Every effort will be made by I.T. to return the call within one business hour. For problems requiring an analyst's assistance, a time frame for resolution will be negotiated and mutually agreed to between the caller and the analyst, once the analyst has investigated and fully understood the problem or request.

Support after Business Hours

I.T. does provide out-of-hours support for emergency requests by having one analyst on stand-by at all times. This is provided for requests that are truly emergency in nature, as jointly determined by the I.T. analyst on stand-by and the caller. For requests outside of business hours, the caller should call the Service Desk phone number (401-HELP) and follow the prompts for leaving an emergency message. The analyst on stand-by will be paged, and the caller will be called within one hour. The course of action will be mutually agreed upon between the caller and the analyst, based on their joint assessment of the situation.

If at any point the requestor is not satisfied with the responsiveness of the analyst assigned to the request or on stand-by, the caller should request that the analyst notify their supervisor for escalation.



Information Technology Service Level Agreement CASA of Central Virginia, Inc.

4. *Changes to Systems*

All requested enhancements to the City systems utilized by CASA can be initiated through the I.T. Service Desk. These requests will be documented and processed in accordance with the procedures in place for changing the specified system.

5. *Other requirements*

CASA is responsible for providing initial and on-going funding for a local network firewall to be installed at 901 Church Street, along with renewing yearly maintenance cost, compliant with City of Lynchburg network technology standards. Only City of Lynchburg I.T. staff will be allowed to manage, monitor, configure, and support the firewall.

All CASA personnel utilizing equipment connected to the City of Lynchburg's network infrastructure must abide by the City of Lynchburg's Information Technology Security Policies.

CASA is responsible for purchasing and maintaining next generation anti-virus software on all equipment connected to the City of Lynchburg's network infrastructure. CASA shall provide the City of Lynchburg I.T. Security Manager with the specifications of the software in use for approval against City of Lynchburg standards. Systems not running such software will be denied network access upon detection or notification.

In the event of a security incident involving CASA systems, the City of Lynchburg reserves the right to immediately deny access to CASA equipment connected to the City of Lynchburg's network infrastructure. All attempts will be made to notify CASA in advance, if possible.

No network switches, access points, or other infrastructure equipment may be connected to provided networking equipment at CASA offices without prior approval of the City of Lynchburg's I.T. department. Only City of Lynchburg I.T. staff may provide support to these devices.

All operating systems for servers, laptops, desktops (etc.) must be kept up to date. No out of date and unsupported operating systems may be connected to the City of Lynchburg's network infrastructure. CASA, or their contracted representatives, are responsible for monitoring such systems for compliance. Systems not kept up to date may be denied access to the City of Lynchburg's network infrastructure. City of Lynchburg security personal may conduct routine network scanning as needed to any equipment connected to the City of Lynchburg's network infrastructure to ensure that City of Lynchburg security standards are being adhered to.

6. *Charges, Billing, and Procurement*

Charges described in Section 2 shall be determined on a per-licensed-user basis at the standard rates in effect for the then-current fiscal year. Rates will be adjusted annually and updated to reflect current costs, with the new rate being effective at the beginning of each new fiscal year (July 1). Billing for licensed-user services shall occur annually, usually in June at the end of the City's fiscal year, reflecting the number of licensed users at that time. CASA will also be responsible for all usage-based charges, such as long distance or directory assistance charges. Any usage-based charges will be billed twice



Information Technology Service Level Agreement CASA of Central Virginia, Inc.

annually once in January reflecting July-December charges and once in July reflecting January-June charges.

All other directly chargeable items or services shall be billed to CASA as mutually agreed upon, usually as they occur. Examples include:

- purchases of hardware or software licenses for software in direct support of CASA;
- any line installation or cabling changes;
- purchases of cell phones and cell phone usage charges.

For all technology procurement related to this SLA, IT will assist with procurement to the extent desired by the CASA and allowed by law.

7. Approvals

Allison Stronza
Executive Dir. CASA of Central Virginia

Date

Gene T. Williamson Jr.
CIO – Information Technology, City of Lynchburg

Date

February 7, 2024

Mr. Wynter Benda
City Manager
City of Lynchburg
900 Church Street
Lynchburg, VA 24504

We extend our sincere gratitude for your steadfast support of CASA of Central Virginia, exemplified by the gracious provision of office space within the Monument Terrace Building. Since our occupancy began in July 2013, this space has proven to be an invaluable asset to our program.

At present, our central office accommodates seven dedicated staff members, a figure set to increase to eight within the next 6-9 months. Moreover, the expansion of our operations has seen the introduction of three signature fundraising events and two appreciation gatherings annually, necessitating adequate storage facilities for event supplies. Additionally, our program relies on this space to host monthly information sessions and conduct comprehensive 8-week pre-service training classes.

The pivotal role played by the City of Lynchburg in augmenting our previous lease agreement in 2019 cannot be overstated. Without the additional space provided, we would have faced the prospect of relocating—a scenario both financially burdensome and operationally disruptive. The strategic proximity of our offices to the Juvenile & Domestic Relations Court further underscores the significance of this arrangement, facilitating seamless engagement for our advocate managers.

We deeply appreciate the in-kind contribution of this office space and earnestly hope to continue this lease agreement for the foreseeable future. Should you or esteemed members of the City Council seek further insight into our operations, we warmly welcome the opportunity to provide a tour of our facilities or furnish an update on our program's progress.

Please feel free to contact me via email at allison@cvcasa.org or on my work mobile at 434-515-0879 at your convenience.

With sincere regards,



Allison Stronza
Executive Director

PS: Our 2023 annual impact report is available online at cvcasa.org/our-impact.

amendment. The motion was seconded by Councilmember Nelson. Councilmember Perrow said he is not surprised Mr. Erwin wrote this and it does give the City more protection. When the developer or whomever signs off on the proffer, they cannot contest it in the future, which was a risk that was posed earlier. The motion passed by the following vote:

Ayes:	Dolan, Helgeson, Nelson, Perrow, Tweedy, Wilder, Wright	7
Noes:		0

// In the matter of Public Works, Agenda Item #12, a public hearing was held regarding the consideration of an amended lease of City owner property at 901 Church Street to Community Appointed Special Advocate of Central Virginia (CASA) to increase the leased space. Ms. Gaynelle summarized the request. CASA started leasing space on the first floor in 2012 and made \$20,000 in improvements to the building. The City waived the \$12,000 in annual rent in lieu of a \$12,000 annual contribution. They are requesting 880 additional square feet that was formerly occupied by the City health nurse. She checked with City staff to see if there was any use for this space. This building has some very sensitive occupation on the 2nd and 3rd floors so we will be very picky as to who we put in this building. This is a perfect fit.

Ms. Allison Stronza, the Exective Director of CASA was present to represent the request. She thanked the City for its support over the years. They have increased their staff and are overcrowded. This space would be very helpful to them. They have served more than 4,700 children in the past 30 years. All the counties they serve are supporting them financially with the exception of Appomattox. They will be requesting funding from them. Many of the counties support them with free rent or office space, phone and internet. Lynchburg is their headquarters and where most of their staff is located. There was no one who wished to speak in favor or in opposition to the petition and the public hearing portion of the petition was closed.

Councilmember Wright made a motion to approve the request. The motion was seconded by Councilmember Nelson. Councilmember Wright said CASA is an incredible organization doing really important work. He likes the idea of offering them additional support, especially since Ms. Hart has said they are a perfect fit for the space. Mayor Tweedy noted this was reviewed by the Physical Development Committee (PDC). Councilmember Perrow noted that PDC did recommend approval of this request. This is a government services building that has sensitive components to the tenants that occupy the space. We would not rent out the space to just anyone and we are only talking about 800 square feet, which would be hard to rent out anyway. You cannot isolate this space by utilities so it is a cost we are already carrying. They provide a great service to the City and it seemed to be just and worthwhile and fair.

Councilmember Nelson noted that his second was not required but CASA certainly provides a very strategic, positive and critically needed service to the courts, DSS, children and our families. That location is right next to the courthouses, so it is a perfect site.

Councilmember Helgeson asked Ms. Stronza what percentage of the children served are from Lynchburg. Ms. Stronza provided some numbers from last fiscal year that indicated Lynchburg has the second highest number of children served after Bedford County. In response to a question from Councilmember Helgeson, Ms. Stronza said they receive \$12,000 a year from Bedford County and free office space.

The motion passed by the following vote:

Ayes:	Dolan, Helgeson, Nelson, Perrow, Tweedy, Wilder, Wright	7
Noes:		0

// In the matter of City owned property (Lynchburg Regional Airport), Agenda Item #13, a public hearing was conducted regarding the request of Virginia Department of Transportation (VDOT) for easements and additional right-of-way and Appalachian Power Company for agreements for utility poles along Route 29 on City owned property (Lynchburg Regional Airport) in Campbell County. Mr. Mark Courtney summarized the request for Council. The easements and right-of-way are necessary in order to accommodate a new bridge that VDOT will be constructing on northbound Route 29. Most of it is located on a 0.96 acre parcel owned by the City and used for the detention basin for half of the terminal parking lot. There will be a pole relocated and one that is added and another right-of-way in order to accommodate a wider road for VDOT as part of a new bridge. The airport has worked with VDOT and City staff and has no objection to it and has negotiated an acceptable offer. They need one more FAA approval; most of them have already been accomplished. There was no one who wished to speak in favor or in opposition to the petition and the public hearing portion of the petition was closed.

Councilmember Perrow noted that PDC reviewed this request this morning. This is a de minimis amount of land associated with this transfer, however, he commended the director and staff for negotiating a decent compensation for this acquisition. It took a significant amount of staff time and the amount they negotiated seems commiserate with that time. Councilmember Perrow on behalf of the PDC made a motion to approve the request. The motion passed by the following vote:

Ayes:	Dolan, Helgeson, Nelson, Perrow, Tweedy, Wilder, Wright	7
Noes:		0

// In the matter of Budget, General Fund, Agenda Item #14, consideration of introducing a resolution to amend the FY 2019 General Fund budget and appropriate \$1,415,217 with resources from the Assigned Fund Balance Health Insurance Reserve, Mr. James Lowe provided a summary of the request. He said this is the second year in which we have come up short in our estimated expenditures for the health fund. Last year the rates for the cost share for employees were increased. One of the challenges is that the health care is a calendar year and is not in sync with our fiscal year. They have met and come up with a strategy to remedy that but for the time being, we do come up short.

Councilmember Helgeson is sure there are things that could be implemented instead of waiting another year or a fiscal year. This is not good news by any means when we see our reserves being depleted and there will still be a shortfall. He has brought this up before that when we have emergencies we need to plan as best we can and not spend everything. As a Council, he hopes they will recognize that when they have reserve funds, there is always something that comes up.

Councilmember Perrow asked what the budgeted amount was for health insurance. Ms. Donna Witt said it was approximately \$13 million. Ms. Svrcek indicated that we have had two bad claims years in a row, which is very unusual. They had a conference call yesterday with our health consultant to talk about how we can remedy this in the future. Ms. Svrcek asked him to find a third party auditor to audit our claims because we know there have been billing issues. She also wants to educate the employees to be health advocates for themselves. She is challenged by

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **September 10, 2019**

AGENDA ITEM #: **12**

CONSENT:
ACTION: X

REGULAR: X
INFORMATION:

WORK SESSION:

CLOSED SESSION:
(Confidential)

ITEM TITLE: Amended lease for 901 Church Street - Court Appointed Special Advocates (CASA) of Central Virginia

KEY ELEMENTS:

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

RECOMMENDATION: Hold a public hearing and grant an amended lease to CASA of Central Virginia (Court Appointed Special Advocates) for the City property located at 901 Church Street.

SUMMARY: CASA currently occupies 2,194 square feet of space for its office on the first floor of the Monument Terrace building located at 901 Church Street. At the time the lease was first approved in October 2012, CASA agreed to pay for \$20,000 of improvements to the space and the City agreed to waive rent payments in lieu of a \$12,000 annual contribution to CASA.

CASA has requested an additional 888 square feet of office space that was formerly occupied by the City Health Nurse to accommodate additional CASA staff. The market value of rent, according to the City Assessor, is approximately \$15 per square foot. Market value rent for the currently occupied space is \$32,910 annually. The market value rent for the additional space is \$13,320 annually for an annual total rental value of \$46,230 including the additional leased space. CASA requests that the City waive the rent in lieu of the City making an annual contribution to support CASA operations. CASA served over 360 children last fiscal year.

A discussion with the City's department heads confirmed that there is presently no internal use requiring this space.

PRIOR ACTION:

October 23, 2012: City Council Regular Meeting

August 13, 2019: Physical Development Committee

FISCAL IMPACT:

None

CONTACT(S):

Gaynelle Hart, Director of Public Works - 455-4406

ATTACHMENT(S):

CASA Lease Extension
CASA Letter of Request

REVIEWED BY: raw

RESOLUTION

BE IT RESOLVED That the City Manager is hereby authorized to execute a Second Amendment of Lease Agreement with CASA of Central Virginia for the occupancy and use of the City-owned building located at 901 Church Street.

Adopted:

Certified: _____
Clerk of Council

111R

SECOND AMENDMENT OF LEASE AGREEMENT

THIS SECOND AMENDMENT OF LEASE AGREEMENT is made and dated this _____ day of _____, 2019, by and between the CITY OF LYNCHBURG, a municipal corporation of the Commonwealth of Virginia, party of the first part, hereinafter referred to as the "City" and CASA of Central Virginia, party of the second part, hereinafter referred to as "CASA."

WITNESSETH:

WHEREAS, on November 12, 2012, the City entered into a Lease Agreement with CASA wherein the City leased to CASA for use as an office, approximately 2,194 square feet of space on the first floor of the city-owned building at 901 Church Street; and,

WHEREAS, on February 5, 2018, the City and CASA entered into an Extension and Amendment of Lease Agreement that extended the November 1, 2012, Lease Agreement for an additional five year term beginning on November 1, 2017, and ending on October 31, 2022, and amending Section V. General Terms, paragraph (7) of the November 1, 2012, Lease Agreement concerning the IT and telephone services that are provided to CASA; and,

WHEREAS, the City and CASA desire to enter into a Second Amendment to the November 1, 2012, Lease Agreement to allow CASA to use approximately 888 additional square feet of space on the first floor of the city-owned building at 901 Church Street; and,

NOW, THEREFORE, WITNESSETH, that for and in consideration of the premises and the mutual covenants and agreements contained herein, the City and CASA do mutually agree to amend Section I. Premises of the November 1, 2012, Lease Agreement as follows:

I. Premises

Lessor does hereby lease to Lessee, for the sole use as an office, approximately 3,082 square feet of space on the first floor of the premises at 901 Church Street, as described in the plans attached as Exhibit A. Hereinafter, "the Premises."

Except as modified herein, all of the terms and conditions contained in the November 1, 2012, Lease Agreement and the February 5, 2018, Extension and Amendment of Lease Agreement between the City and the CASA shall remain in full

force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment of Lease Agreement as of the day and year above written.

City of Lynchburg

By: _____

Bonnie Svrcek, City Manager

ATTEST:

Robin Craig, Clerk of Council

CASA of Central Virginia

By: _____

Executive Director

ATTEST:



CASA of Central Virginia
PO Box 11373 Lynchburg, VA 24506
P: (434) 485-7260 F: (434) 528-2551
www.cvcasa.org

July 3, 2019

Ms. Bonnie Svrcek
City Manager
City of Lynchburg
900 Church Street
Lynchburg, VA 24504

Dear Ms. Svrcek:

Thank you for your ongoing support of CASA of Central Virginia through the generous donation of office space in the Monument Terrace Building. We have been occupying the space since July of 2013. Our program is growing to meet the increasing demand for our services. Last year, our program served 307 children. This year (ending June 30, 2019), we served 363 children.

Currently, our central office houses five staff members. In the next two months, that number will grow to seven. With the increase in staff and the need to move our files and event supplies out of the leaking file room, we request the use of the office space at the end of our hall that was occupied by Centra nurses but is now vacant and has been vacant for a while now. The space would be perfect for our growing needs.

Without the additional space, we may have to look at relocating to a new location. This will be a difficult task as a commercial space large enough to meet our needs is not in our budget. We highly value the in-kind donation of this office.

If you or the members of City Council have any questions, or would like to tour our office and the available space, please let me know. I would be happy to also give an update on our program if desired. You can reach me at allison@cvcasa.org or via my work mobile at 434-515-0879.

With gratitude,


Allison Stronza
Executive Director

*Thank you for considering
our request. I look forward
to hearing back soon.
Allison*



United Way
of Central Virginia
Partner Agency

Serving Children in Central Virginia since 1989
Lynchburg • Amherst • Bedford • Campbell • Nelson • Appomattox