THE CITY OF LYNCHBURG

CITY COUNCIL WORK SESSION

Tuesday, June 11, 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.** College Lake Dam Removal and Blackwater CSO Tunnel Project Updates

IV. Business Item Briefing(s)

- **IV.2.** ApCo Easement for Riverfront Park
- **IV.3.** Septic to Sewer Conversion Incentive
- **IV.4.** Conditional Use Permit (CUP) - The Ramp Church International Shelter at 2220 Memorial Avenue
- **IV.5.** Deed of Lease Agreement with CommonWealth of Virginia, Department of General Services, for Virginia State Police Operations
- **IV.6.** Boards and Commissions Quarterly Reporting

V. Roll Call

- **V.7.** Councilmember Misjuns: Rules of Procedure Amendment

VI. Closed Session

City Council
Agenda Item III.1.
Information Only

AGENDA ITEM SUMMARY

MEETING DATE	PRESENTED BY
June 11, 2024	Timothy Mitchell, Director of Water Resources

AGENDA ITEM # III.1

College Lake Dam Removal and Blackwater CSO Tunnel Project Updates

RECOMMENDATION

Information only, no action required

SUMMARY

Staff will provide a status update on the College Lake Dam Removal project and the Blackwater CSO Tunnel project. Updates will include current status and upcoming work and schedule.

PRIOR ACTION(S)

Various updates and prior adopted CIPs

FISCAL IMPACT

Varies based on project.

CONTACT(S)

Timothy Mitchell, Director of Water Resources

ATTACHMENT(S)

1. 6-11-24 LWR Projects Updates

REVIEWED BY

Timothy Mitchell, Director of Water Resources

Date: May 31, 2024

Date: June 05, 2024

Gregory Patrick, Deputy City Manager

Alicia L. Finney

Alicia Finney, Clerk of Council

Date: June 05, 2024

WATER RESOURCES PROJECT UPDATES

June 11, 2024

COLLEGE LAKE DAM REMOVAL

- English Construction started work in February to prepare for the dam's removal. This included:
  - Installation of pipes, pumps to lower lake level
  - Implementation of sediment controls
  - Dewatering of lake
- A 24/7 operation to remove the dam started May 20; dam was breached on May 23, reconnecting Blackwater Creek
- Total cost of project: $21.0 million
  - $17.8 million: Construction
  - $1.3 million: Construction Administration
  - $1.8 million: Design

THE CITY OF LYNCHBURG

COLLEGE LAKE DAM: WHAT'S NEXT?

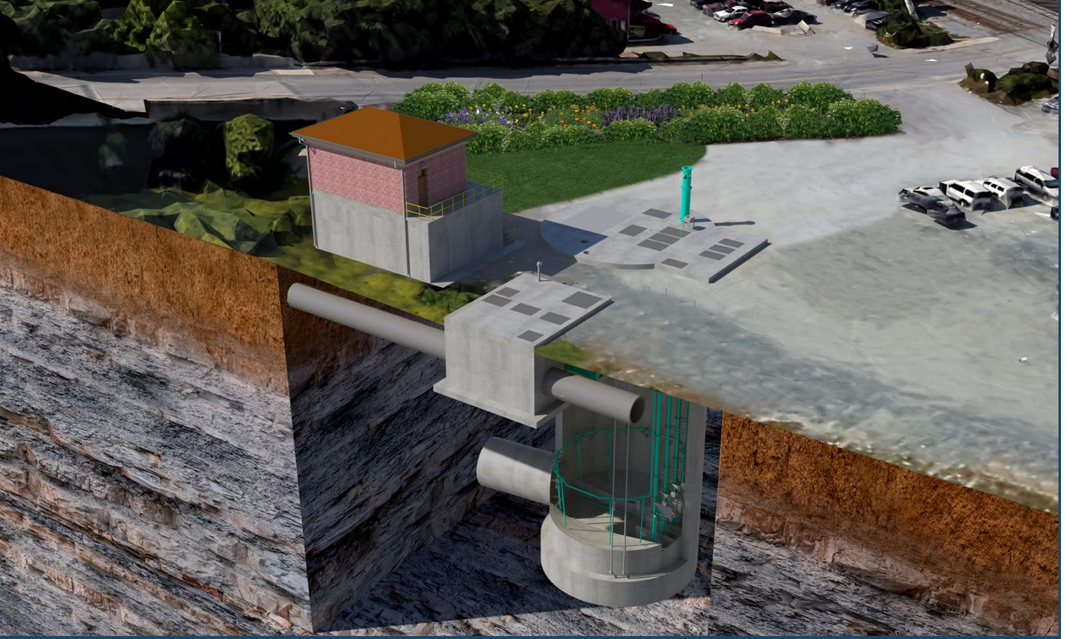
- Removal and management of sediment in lake bed
- Work is already underway on restoration of the lake bed that includes:
  - Building a new stream channel
  - Stabilizing the flood plain area
  - Creating a new wetland
- Stabilizing the former Lakeside Drive bridge as a future Blackwater Creek overlook
- Project completion: July 23, 2025

THE CITY OF LYNCHBURG

BLACKWATER CSO TUNNEL

- Project includes construction of nearly mile-long, 12-foot in diameter underground storage tunnel along Blackwater Creek to reduce combined sewer overflows at CSO 52 site
- Atkinson Construction awarded construction contract ($84.5 million)
- Total cost of project: $103.9 million
  - $84.5 million: Construction
  - $9.2 million: Construction administration
  - $5.5 million: Design
  - $3.8 million: Muck disposal
- $50 million is funded through ARPA, grants

THE CITY OF LYNCHBURG



Downtown tunnel pump station illustration

Tunnel excavation method will be drill & blast

BLACKWATER CSO TUNNEL: WHAT'S NEXT?

- Already completed:
  - U.S. Pipe land swap and parking lot relocation
- Preliminary construction schedule:
  - Pre-construction meeting: July 8
  - Notice to proceed: July 15
  - Estimated project completion: July 2027
- Scheduling groundbreaking ceremony after mobilization to mark start of largest capital project in City's history

THE CITY OF LYNCHBURG

AGENDA ITEM SUMMARY

MEETING DATE	PRESENTED BY
June 11, 2024	Clay Simmons

AGENDA ITEM # IV.2

ApCo Easement for Riverfront Park

RECOMMENDATION

Information

SUMMARY

ApCo needs to obtain an easement across the City property located at 1100 Jefferson St & 8 9th St to provide permanent power to the new Riverfront Park improvements.

PRIOR ACTION(S)

None

FISCAL IMPACT

No fiscal impact

CONTACT(S)

Joseph Newland, City Engineer
Clay Simmons
Gaynelle Hart, Director of Public Works

ATTACHMENT(S)

1. Proposed Ordinance - ApCo Easement - Riverfront Park Amphitheatre
2. Proposed ApCo Easement Deed and Exhibit A
3. EXHIBIT A - Riverfront Park Lynchburg showing 9TH ST
4. Proposed AD - ApCo Easement
5. AEP-Easement-BIB

REVIEWED BY

Gaynelle Hart

Gaynelle Hart, Director of Public Works

Date: June 04, 2024

Date: June 05, 2024

Gregory Patrick, Deputy City Manager

Date: June 05, 2024

Alicia Finney, Clerk of Council

Tax Map No(s).
04517009, 04517002

AN ORDINANCE AUTHORIZING THE GRANT AND CONVEYANCE OF A RIGHT OF WAY AND EASEMENT TO APPALACHIAN POWER COMPANY ON PROPERTY OWNED BY THE CITY OF LYNCHBURG, VIRGINIA; MORE SPECIFICALLY 1100 JEFFERSON STREET, LYNCHBURG, VA 24504 AND 8 9TH STREET, LYNCHBURG, VA 24504

ORDINANCE: **#O-24-_____**

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

ARTICLE I. AUTHORIZATION TO GRANT
AND CONVEY RIGHT OF WAY AND EASEMENT

1. That, subject to the forty (40) year term limitation described under § 15.2-2100 of the Code of Virginia, 1950, as amended, the City Manager, on behalf of the City of Lynchburg (City), is hereby authorized to grant and convey a right of way and easement to Appalachian Power Company on property owned by the City; more specifically 8 9th Street, Lynchburg, VA 24504 (Tax Map No. 04517002) and 1100 Jefferson Street, Lynchburg, VA 24504 (Tax Map No. 04517009). The substance of such right of way and easement is shown in the attached and proposed Agreement/Easement, dated September 10, 2024, between Appalachian Power Company and the City. The purpose of such right of way and easement being for an electric power line or lines, and communication lines, in, on, along, through, over, under, and across the aforesaid property in relation to providing electric service to the City of Lynchburg Riverfront Park Amphitheatre and other related uses.

2. That the City Manager is hereby authorized to execute all documents and take all actions necessary to effectuate the said Agreement/Easement between Appalachian Power Company and the City.

ARTICLE II. ADOPTION OF ORDINANCE

This Ordinance was duly adopted by the Council of the City of Lynchburg, Virginia on the ________ day of ________________________________, 20_________, and shall be effective upon adoption.

Certified:________________________
Clerk of Council

ARTICLE III. ACCEPTANCE

By joining in this Ordinance through signature of its duly authorized representative, Appalachian Power Company hereby agrees to the entirety of the same as of its adoption date.

APPALACHIAN POWER COMPANY

(SEAL)

By:______________________________

Printed Name:_____________________

Its:______________________________

ATTEST:

By:_____________________________

Printed Name:_____________________

Its:______________________________

City of Lynchburg Eas. No. ________ R/W Map No. 3779-105-C1
8 9th; 1100 Jefferson Sts. W.O. No. DAP0391498 Job No. 24310050 Prop No. 1/1
Lynchburg, VA 24504 Line City of Lynchburg Riverfront Park Amphitheatre

THIS AGREEMENT, made this 10 day of September, 2024,
by and between City of Lynchburg, a Political Subdivision of the Commonwealth of Virginia, herein called "Grantor", and APPALACHIAN POWER COMPANY, a Virginia corporation, herein called "Appalachian",

WITNESSETH:

That for and in consideration of the sum of One Dollar ($1.00), or other good and valuable consideration from Appalachian, the receipt and sufficiency of which hereby acknowledged, Grantor hereby grants, conveys, and specially warrants to Appalachian, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line or lines, and communication lines, in, on, along, through, over, and across the following described lands of the Grantor situated in the city of Lynchburg, State of Virginia.

Being a right of way and easement on the property of the Grantor identified as Lynchburg City, Tax Parcel Nos. 04517009 and 04517002 herein after referred to as "premises."

This right of way and easement shall be 20 feet in width, lying 10 feet on each side of the facilities as constructed and as approximately shown on certain Appalachian Power Company's drawing dated April 23 2024, attached hereto and made apart hereof "Exhibit A".

TOGETHER with the right, privilege and authority to Appalachian, its successors, assigns, lessees and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the number of, and relocate at will, poles, with wires, cables, crossarms, guys, anchors, grounding systems and all other appurtenant equipment and fixtures, underground conduits, ducts, vaults, cables, wires transformers, pedestals, risers, pads, fixtures, and appurtenances (hereinafter called "Appalachian's Facilities"), and string wires and cables, adding thereto from time to time, in, on, along, over, through, across and under the above referred to premises. The right to cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the right of way and easement; the right of ingress and egress to and over said above referred to premises, and any of the adjoining lands of the Grantor at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith. Within the Easement, Grantor shall not: place any buildings, structures, piles of debris, change the level of the ground by excavation or mounding. It will be the sole responsibility of Appalachian Power to maintain all Appalachian Facilities.

It is further understood and agreed between Grantor and Appalachian that, as provided under Section 15.2-2100 of the Code of Virginia, 1950, as amended, this Easement will only exist for a term of forty (40) years, commencing on the date of this deed, and expiring on the 10 day of September, 2064. Upon such expiration, where a new easement is needed or where Appalachian Facilities remain on the premises, Appalachian and Grantor shall work together in good faith to establish a new easement.

THIS INSTRUMENT PREPARED BY AND UPON RECORDATION RETURN TO APPALACHIAN POWER COMPANY, PO BOX 2021, ROANOKE, VIRGINIA 24022

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Appalachian Power Company, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereto affixed the day and year first above written.

City of Lynchburg

By: ______________________________

Wynter C. Benda

City Manager

STATE OF ____________________)
) To-wit:
COUNTY OF ____________________)

The foregoing instrument was acknowledged before me this ____________________ day of ____________________, 20 ______, by Wynter C. Benda, City Manager on behalf of the City of Lynchburg, a Municipal Corporation of the Commonwealth of Virginia.

____

Notary Public/Commissioner

My Commission expires:

____

Notary Registration # - ______________________________
(For Va. Only)

Approved As to Form

By: ______________________________
Matthew C. Freedman, City Attorney

STATE OF ____________________)
) To-wit:
COUNTY OF ____________________)

The foregoing instrument was acknowledged before me this ____________________ day of ____________________, 20 _____, by Matthew C. Freedman, City Attorney, of the City of Lynchburg.

____
Notary Public/Commissioner

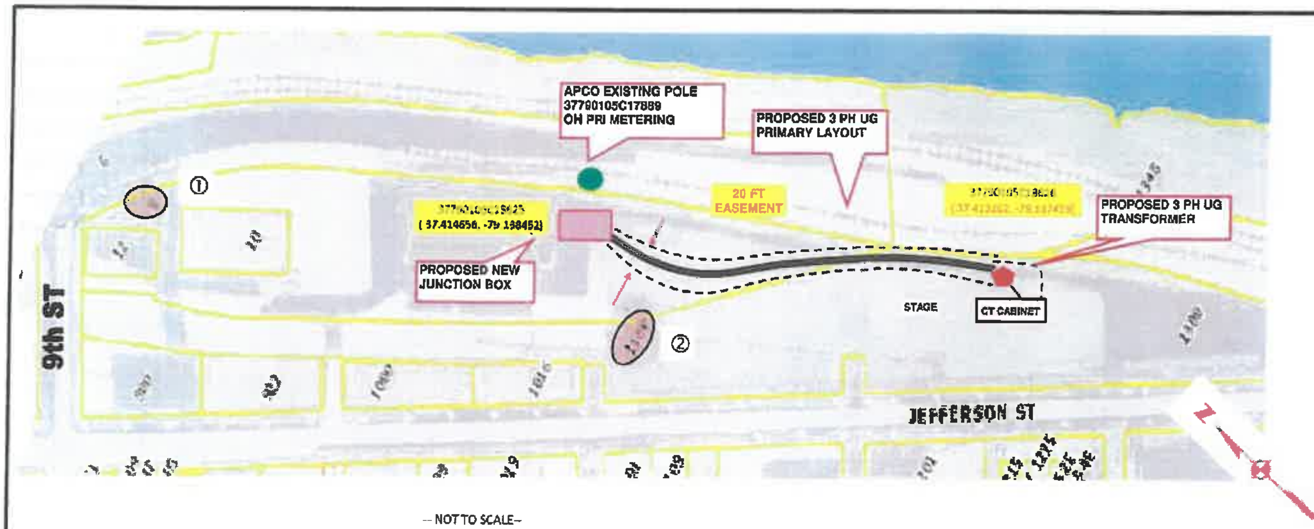
My Commission expires:

____

Notary Registration # - ______________________________
(For Va. Only)

GRW 252-OVHD – VA CORP
Page 2

THIS INSTRUMENT PREPARED BY AND UPON RECORDATION RETURN TO APPALACHIAN POWER COMPANY, PO BOX 2021, ROANOKE, VIRGINIA 24022



-- NOT TO SCALE--

Parcel ID: 04517002
Owner: CITY OF LYNCHBURG ①
Address: 5 9TH ST

Parcel ID: 04517009
Owner: CITY OF LYNCHBURG ②
Address: 1100 JEFFERSON ST

Proposed Underground Primary Power Line

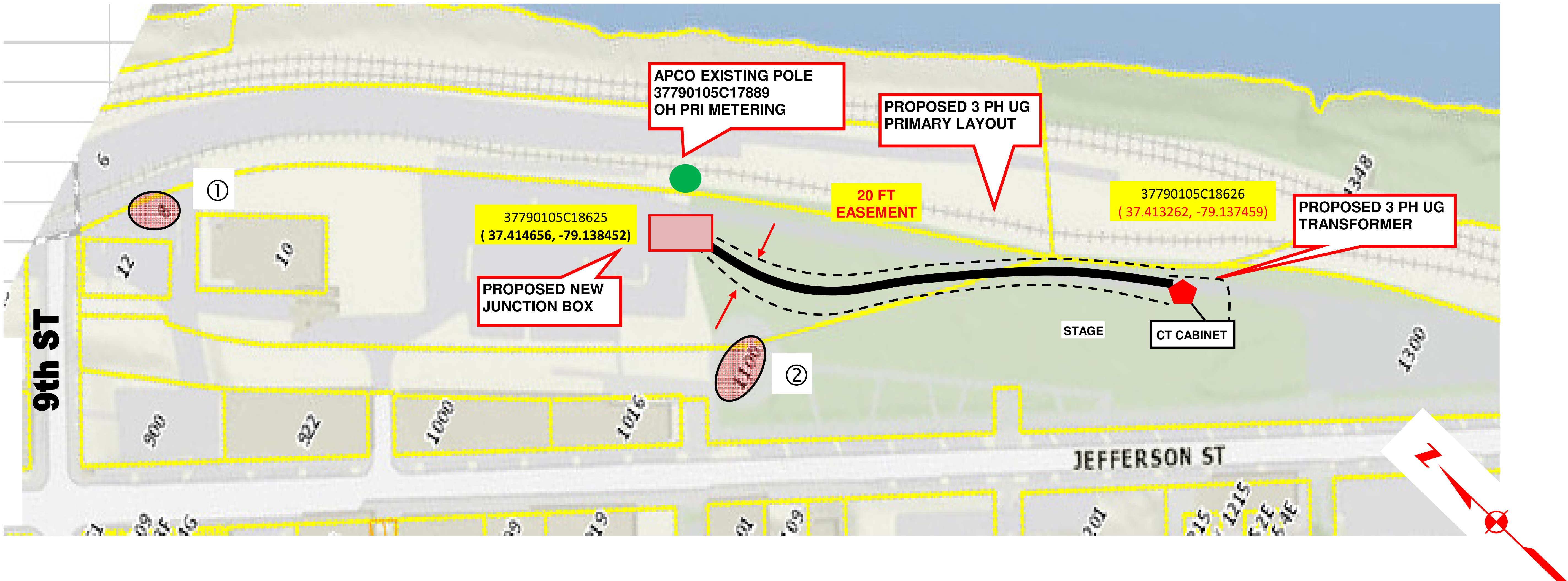
20 FT Easement

Parcel Lines

EXHIBIT A

APPALACHIAN POWER

DATE: APRIL 23, 2024
APPALACHIAN POWER COMPANY
PROPOSED UNDERGROUND PRIMARY LINE EXTENSION LAYOUT
TO SERVE CUSTOMER - CITY OF LYNCHBURG
1100 JEFFERSON ST LYNCHBURG
PARCEL: 04517009, 04517002
COUNTY: CITY OF LYNCHBURG
OWNER: CITY OF LYNCHBURG
BASEMAP: GIS Parcels City of Lynchburg



-- NOT TO SCALE--

Parcel ID: 04517002
Owner: CITY OF LYNCHBURG ①
Address: 8 9TH ST

Parcel ID: 04517009
Owner: CITY OF LYNCHBURG ②
Address: 1100 JEFFERSON ST

Proposed Underground Primary Power Line
20 FT Easement
Parcel Lines

EXHIBIT A

APPALACHIAN POWER
An AEP Company
BOUNDLESS ENERGY

DATE: APRIL 23, 2024
APPALACHIAN POWER COMPANY
PROPOSED UNDERGROUND PRIMARY LINE EXTENSION LAYOUT
TO SERVE CUSTOMER - CITY OF LYNCHBURG
1100 JEFFERSON ST LYNCHBURG
PARCEL: 04517009, 04517002
COUNTY: CITY OF LYNCHBURG
OWNER: CITY OF LYNCHBURG
BASEMAP: GIS Parcels City of Lynchburg

AN INVITATION FOR BIDS AND A PUBLIC HEARING ADVERTISEMENT FOR AN ORDINANCE AUTHORIZING THE GRANT AND CONVEYANCE OF A RIGHT OF WAY AND EASEMENT TO APPALACHIAN POWER COMPANY ON CITY OF LYNCHBURG, VIRGINIA PROPERTY; MORE SPECIFICALLY 8 9TH STREET, LYNCHBURG, VA 24504 AND 1100 JEFFERSON STREET, LYNCHBURG, VA 24504

The City of Lynchburg, Virginia (City) is considering granting a right of way and easement to Appalachian Power Company for a term of forty (40) years upon City property; more specifically 8 9th Street, Lynchburg, VA 24504 (Tax Map No. 04517002) and 1100 Jefferson Street, Lynchburg, VA 24504 (Tax Map No. 04517009). The purpose of such right of way and easement being for an electric power line or lines, and communication lines, in, on, along, through, over, under, and across the aforesaid property in relation to providing electric service to the City's Riverfront Park Amphitheatre and other related uses.

Because the right of way and easement proposed to be granted and conveyed will be in excess of five (5) years, the City is advertising for bids in accordance with Section 15.2-2100 *et seq*. of the Code of Virginia, 1950, as amended. Interested parties should submit their bid in the form of a "Letter of Commitment" and a completed "Acceptance" page of the proposed ordinance described below. Such bids should be marked as "RIVERFRONT PARK AMPHITHEATRE ELECTRICITY BID" in an envelope delivered by hand or otherwise to the City, Attn: Clerk of Council, 900 Church Street, Lynchburg, VA 24504. <u>All bids are due on or before 5:00 p.m., on September 3, 2024.</u> The Clerk of Council shall publicly open and announce all bids received during the City Council's Work Session on September 10, 2024, at 4:00 p.m., or as soon thereafter as possible, in the Council Chamber of the City Hall, 900 Church Street, Lynchburg, VA 24504. Bids shall further be received by the Mayor of the City thereafter during such Work Session. Where appropriate, the City Council will choose a successful bidder. The City reserves the right to reject any and all bids.

In the event a successful bidder is chosen by the City Council, a public hearing will be held before the City Council on September 10, 2024, at 7:00 p.m., or as soon thereafter as may be heard, in the Council Chamber of the City Hall, 900 Church Street, Lynchburg, VA 24504, concerning the adoption of the proposed ordinance authorizing the grant and conveyance of the right of way and easement to the successful bidder. A copy of the full text of the proposed ordinance is on file with the Clerk of Council, and is available for review at her office at the City Hall, Council/Manager's Office, 900 Church Street, Lynchburg, VA 24504, Monday – Friday, 8:30 a.m. to 5:00 p.m. All interested persons are invited to appear at the said public hearing and present their views. Questions and/or comments may be referred to Alicia Finney, the Clerk of Council for the City of Lynchburg, Virginia, who may be contacted by phone at (434) 455-3990 or by email at alicia.finney@lynchburgva.gov.

<u>Proposed Publication Dates in The News & Advance: August 15, 2024 and August 23, 2024</u>

BUSINESS ITEM BRIEFING:
APCO EASEMENT FOR RIVERFRONT PARK

June 11, 2024

APCO EASEMENT FOR RIVERFRONT PARK

Purpose:

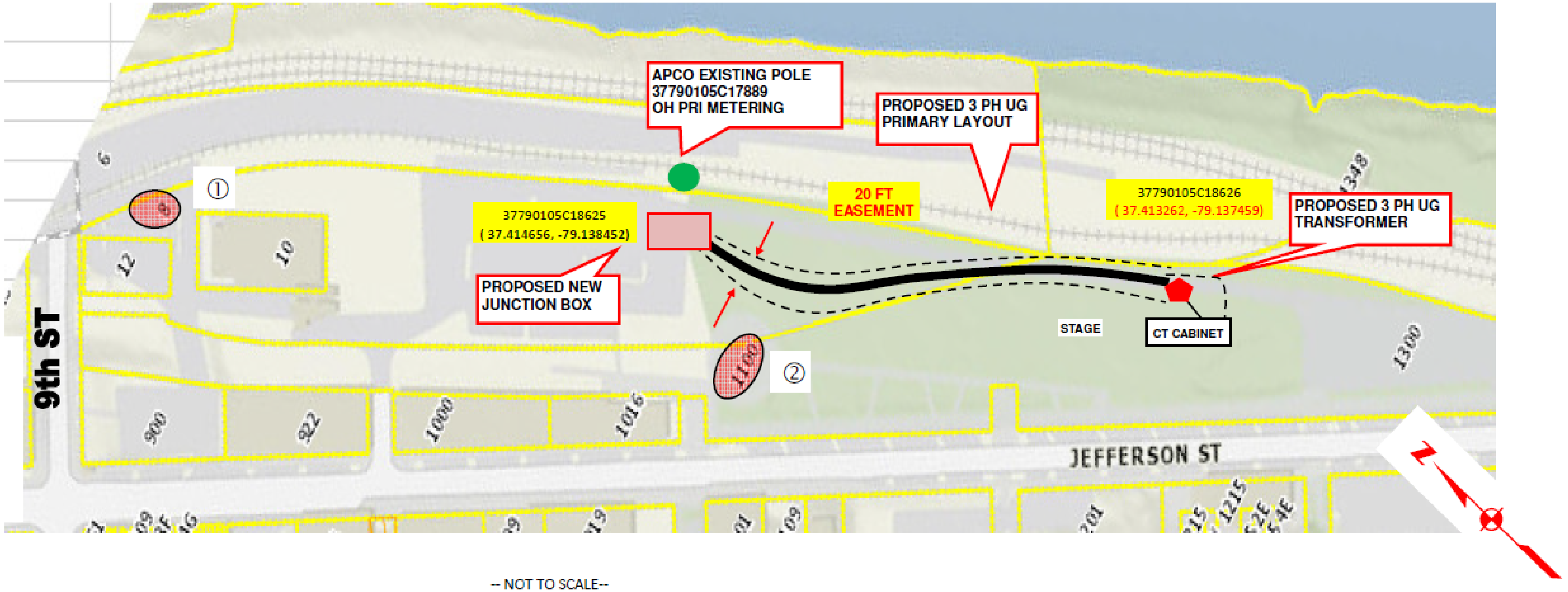
Grant a utility easement across City-owned property for Appalachian Power Company (APCo)

Why:

The easement is necessary for ApCo to provide permanent electrical service to the improvements being constructed at Riverfront Park located at 1100 Jefferson St & 8 9th St.

THE CITY OF LYNCHBURG

APCO EASEMENT FOR RIVERFRONT PARK



-- NOT TO SCALE--

Parcel ID: 04517002
Owner: CITY OF LYNCHBURG ①
Address: 8 9TH ST
Parcel ID: 04517009
Owner: CITY OF LYNCHBURG ②
Address: 1100 JEFFERSON ST

- Proposed Underground Primary Power Line
- 20 FT Easement
- Parcel Lines

EXHIBIT A

APPALACHIAN POWER

DATE: APRIL 23, 2024
APPALACHIAN POWER COMPANY
PROPOSED UNDERGROUND PRIMARY LINE EXTENSION LAYOUT
TO SERVE CUSTOMER - CITY OF LYNCHBURG
1100 JEFFERSON ST LYNCHBURG
PARCEL: 04517009, 04517002
COUNTY: CITY OF LYNCHBURG
OWNER: CITY OF LYNCHBURG
BASEMAP: GIS Parcels City of Lynchburg

THE CITY OF LYNCHBURG

APCO EASEMENT FOR RIVERFRONT PARK

- **Council will consider the item, following a public hearing, on August 13, 2024**

AGENDA ITEM SUMMARY

MEETING DATE	PRESENTED BY
June 11, 2024	Timothy Mitchell, Director of Water Resources

AGENDA ITEM # IV.3

Septic to Sewer Conversion Incentive

RECOMMENDATION

Approve Septic to Sewer Incentive Program and associated Sewer Code revisions.

SUMMARY

There are approximately 2,500 residences in the City that currently have sewer available but have not yet connected. Additionally, there are unserved areas of the City such as Richland Hills where we are planning to extend sewer service. There are significant financial disincentives for property owners to abandon their functioning septic systems to connect to city sewer including: connection and availability fees, septic system abandonment and other plumbing costs, and ongoing sewer charges. However, should a septic system fail, the cost to repair can also be significant if, in fact, it can be repaired. Failing septic systems also contribute to public safety and water quality issues in local streams as well as the James River and Chesapeake Bay. The City secured a $6.6 million ARPA grant from the Department of Environmental Quality specifically for installing sewer service in Richland Hills. As a result, this is an opportune time to implement a fee reduction incentive program for property owners that choose to connect to the sewer system.

The program would waive the availability fee for any property that as of July 1, 2024 has sewer availability but is currently using a septic system provided that the owner: submits a complete application on or before June 30, 2026; promptly pays applicable fees; and connects to the city sewer system within 90 days of approval.

Additionally, any property that does not have sewer available as of July 1, 2024 and is currently using a septic system no availability fee shall apply if sewer becomes available thereafter other than pursuant to the petition process provided that the owner: submits a complete application with two years from the date when the sewer line is installed and accepted by the City; promptly pays applicable fees; and connects to the city sewer system within 90 days of approval.

PRIOR ACTION(S)

None

FISCAL IMPACT

Varies depending upon participation.

CONTACT(S)

Timothy Mitchell, Director of Water Resources

ATTACHMENT(S)

1. Proposed Ordinance - Amendment to LCC Sec. 34-4
2. 5-29-2024 Septic-To-Sewer Program Memo
3. 6-11-24 Septic to Sewer Program Presentation

REVIEWED BY

Timothy Mitchell, Director of Water Resources — Date: May 30, 2024

Gregory Patrick, Deputy City Manager — Date: June 05, 2024

Alicia Finney, Clerk of Council — Date: June 05, 2024

AN ORDINANCE TO AMEND AND REENACT THE CODE OF THE CITY OF LYNCHBURG, 1981, BY AMENDING SECTION 34-4 OF ARTICLE I OF CHAPTER 34; SUCH AMENDMENTS ARE SPECIFIC TO REMOVING CERTAIN SEWER SERVICE AVAILABILITY CHANGES IN ORDER TO INCENTIVIZE CITY-WIDE CHANGES FROM SEPTIC SYSTEMS TO CITY SEWER SERVICE DURING A PARTICULAR TIMEFRAME

ORDINANCE: **#O-24_____**

WHEREAS, the intent of the Lynchburg City Council in adopting this Ordinance is to help reduce pollution, increase environmental protection, increase the overall efficiency and cost-effectiveness of sewer system services in the City of Lynchburg, Virginia ("City"), and, where applicable, to incentivize City citizens to convert from septic systems to City sewer service while adhering to the uniformity requirements specific to the charging and non-charging of fees/charges for sewer service offered by the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

1. That the Code of City of Lynchburg, 1981, is hereby amended and reenacted by amending Section 34-4 of Article I of Chapter 34 of such code as follows:

Sec. 34-4. General terms, conditions, and provisions applicable to sewer mains extended or installed with city approval.

(a) Title to any sewer main extensions or service connections within the public right-of-way or requested easements shall vest in the city upon the completion of construction regardless of method of financing.

(b) Where public sewer systems are already installed, replacement or enlargement of the sewer pipes, when deemed necessary by the city, shall be made at the sole cost and expense of the city.

(c) Whenever any person owning property along the line of any sewer main in the city which has been extended, installed or purchased by the city in the preservation of the health and general welfare of the public, or by petition, but without the participation of him or a previous owner of this property, shall desire the sewer service from said main to his premises, he shall be required to do the following:

(1) Fulfill the criteria as outlined under subsection (g) hereof, involving sewer main connections;

(2) Make an additional payment of an availability charge, the purpose of which is to defray in part the cost of providing outfall lines, pumping stations and waste treatment facilities. The availability charges are as follows:

a. Single-family residence:

(i) Where 50 to 59 percent of the potential customers of the project as determined by the city engineer sign petitions requesting such project, the charge shall be $1,950.00 per connection, for each such petitioner.

(ii) Where 60 to 69 percent of said customers sign such petitions, the charge shall be $1,850.00 per connection, for each such petitioner.

(iii) Where 70 to 79 percent of said customers sign such petitions, the charge shall be $1,750.00 per connection, for each such petitioner.

(iv) Where 80 to 89 percent of said customers sign such petitions, the charge shall be $1,675.00 per connection, for each such petitioner.

(v) Where 90 to 94 percent of said customers sign such petitions, the charge shall be $1,550.00 per connection, for each such petitioner.

(vi) Where 95 to 100 percent of said customers sign such petitions, the charge shall be $1,450.00 per connection, for each such petitioner.

b. Multifamily structures and mobile home parks where a single connection is made:

(i) For the first five units, $980.00 each.

(ii) For the second five units, $730.00 each.

(iii) For all additional units, $490.00 each.

Separate individual connections to each unit of a multifamily structure or mobile home park will require the same availability charge for each unit as a single-family residential unit. Separate connections serving more than one unit will require the availability charge as specified above in subsection 34-4(c)(2)b.

c. Commercial service: Up to 2,000 square feet of floor space, or if a maximum four-inch diameter building sewer is used, the charge shall be $1,950.00. If a connection sewer in excess of four inches in diameter is required, the following charges shall apply:

Availability Charge:	Floor Space
$1,950.00	0 to 2,000 square feet
$2,440.00	2,001 to 10,000 square feet
$3,640.00	10,001 to 20,000 square feet
$6,110.00	20,001 to 35,000 square feet
$9,650.00	35,001 to 99,999 square feet
As determined by city council	100,000 square feet or greater

All availability charges for institutional service shall be as determined by city council on a case-by-case basis.

d. ~~Just prior to the conclusion of each fiscal year, the city manager or his designee shall review all availability charges and connection fees, and recommend to council appropriate charges.~~ For the purposes of reducing pollution, increasing environmental protection, and increasing the overall efficiency and cost-effectiveness of sewer system services by discontinuing septic system use and making connection to the sewer system, no availability charge under (c)(2)a (single family), (c)(2)b (multifamily or mobile homes), (c)(2)c (commercial) shall apply to any property that as of July 1, 2024 has sewer availability but is instead using a septic system, if the owner (i) submits a complete and executed Application for

Sewer on or before June 30, 2026, (ii) pays the applicable connection fee promptly upon application approval, and (iii) disconnects the building from the septic system and connects it to the city sewer system within 90 days of application approval. For a property without sewer availability as of July 1, 2024 that is using a septic system, no availability charge under (c)(2)a (single family), (c)(2)b (multifamily or mobile homes), (c)(2)c (commercial) shall apply if sewer becomes available thereafter other than pursuant to a petition under this section and the owner (i) submits a complete and executed Application for Sewer within two years from the date when the sewer line is installed and accepted by the city, (ii) pays the applicable connection fee promptly upon application approval, and (iii) disconnects the building from the septic system and connects to the city sewer system within 90 days of application approval.

e. ~~All extension agreements and service requests not included in original petitions shall be subject to the maximum prevailing availability charges and connection fees which are in effect at the time such agreement or request is approved by council, irrespective of the number of original petitioners.~~ Just prior to the conclusion of each fiscal year, the city manager or his designee shall review all availability charges and connection fees, and recommend to council appropriate charges.

f. All extension agreements and service requests not included in original petitions shall be subject to the maximum prevailing availability charges and connection fees which are in effect at the time such agreement or request is approved by council, irrespective of the number of original petitioners.

(d) Whenever any property abutting a street is without a city sewer main, the owner desiring city sewer service shall be required to sign a petition for extension of sewer mains.

(1) *Single-family and multifamily structures and mobile home parks:* Upon receipt of said petition signed by at least 50 percent of the owners representing properties to be served by the sewer main extension, the city shall prepare an estimate for the installation of a sewer main.

Such estimate shall be prepared on the basis that the location, character and size of the extension, and the plans and specifications for the extension, and the materials used in the installation, replacement, maintenance and repair of the extension shall be as specified by the city.

(2) *Commercial service:* Where the council has determined the petitioned project to be economically feasible to the city, the availability charges set forth in subsection 34-4(c)(2)c, shall be applicable.

Where the council has determined that the petitioned project is not economically feasible to the city, the cost of the project will be apportioned by council between the city and the benefitted property owners. The entire non-city portion shall be apportioned by council between the petitioning property owners as their availability charge. Any nonsigning property owner later petitioning for service shall pay the same proportioned share for each connection as the original signers.

(e) The owner or occupant of a single-family dwelling or a two-family dwelling that did not have access to city sewer lines prior to the extension of the line, may make arrangements to pay the availability charges in paragraph (c)(2)(a) and the connection charges in paragraph (g) of this section in installments. The city's billings and collections division may enter into a water and sewer service availability fee installment agreement with the owner or occupant of a single-family dwelling or a two-family dwelling under the following conditions:

(1) Only an owner or occupant that actually connects their dwelling to the city's sewer system is eligible to enter into a water and sewer service availability fee installment agreement.

(2) The availability and connection charges and interest must be paid in full within one year.

(3) Interest at the rate of five percent per annum or the interest rate the city was charged for its most recent bond issue, whichever rate of interest is higher, will be charged on the unpaid balance of the availability and connection charges.

(4) Payments will be made on such dates and in such amounts as the billings and collections division, in its discretion, determines are appropriate.

(5) The unpaid balance of the availability and connection charges may be paid in full at any time without any prepayment penalty.

(6) The water and sewer service availability fee installment agreement cannot be assigned or assumed without the prior written consent of the billings and collections division.

(7) If the owners or occupants fail to make payments in accordance with the water and sewer service availability fee installment agreement, the city may discontinue water service to the property until all arrears for availability and connection fee installment payments due the city are paid in full.

(8) As provided in Section 15.2-104 of the Code of Virginia, or any succeeding section, the city will place a lien against the property that is served by the sewer line to secure the payment of the unpaid availability and connection charges.

The installment plan offered by this paragraph is for the benefit of the owners or occupants of single-family dwellings and two-family dwellings and is not available to developers or builders of residential subdivisions, apartments, boarding houses, lodging houses, rooming houses or other multi-family dwellings or to commercial and institutional facilities, or similar housing units.

(f) Sewer main extensions involving industrial development, residential subdivision development of three or more dwelling units per lot, and/or any other planned unit or special development are excepted from this section.

(g) In addition to the previous applicable requirements, whenever any person owning property along the line of any sewer main in the city shall desire sewer service into his premises, he shall execute an agreement known as an "Application for Sewer." In addition thereto, the licensed plumber employed by him shall make written application therefore to the city on forms prescribed for that purpose.

Unless the building sewer, or connection, has been previously installed, the plumber or building contractor shall clearly indicate at the premises by a stake or otherwise the exact location of the building sewer. An applicant for any new connection must make an estimate of the size building sewer needed for all lines greater than four inches in diameter for the particular building in order that the proper size building sewer may be installed to satisfy the demand. Upon approval of the application, payment of certain fixed sewer connection fees must be made as follows:

(1) Four-inch diameter house building sewer—$1,330.00.

(2) Larger than four-inch diameter building sewer — cost plus 15%; minimum charge—$1,450.00.

Provided, that when any property owner grants to the city free of cost the right to construct and maintain a sewer across said property owner's property, that property owner shall be granted a credit of $100.00 to be applied against the appropriate connection charge for one connection.

The city will then install a building sewer leading from the main in the street to the property line, or install a sewer saddle. This requirement also applies to houses formerly occupied by one family, but which are converted into two or more apartments, with a separate sewer connection for each apartment unit. When these requirements are complied with, the city will thereupon issue a permit for the plumber named in the application to make connection with the city's sewer. All such connections and all plumbing work shall conform in all respects to the provisions of the plumbing code of the city.

(h) Residential subdivisions of no more than two dwelling units per lot. For all subdivisions located within the city containing no more than two dwelling units per lot, in addition to the construction of the system within the boundaries of the subdivision by the subdivider pursuant to subsection 24.1-31(a) of the city's subdivision ordinance, there shall be paid by the property owner to the city at the time of connection to the system a connection fee (without an easement credit) as required by subsection (g) for each connection, and an availability charge, the purpose of which is to defray in part the cost of providing extension lines, pumping stations and waste treatment facilities, the sum of $400.00 per lot; provided, however, that if in any subdivision development any lot is served by a connection directly to lines installed by the city, the availability charges as listed in subsection 34-4(c)(2)a, will be paid by the property owner, except, however, that where he or a previous owner of this property participated in the cost of such lines, no availability charge shall be payable.

(i) The owner or occupant of a single-family dwelling or a two-family dwelling that did not have access to city sewer lines at the time it was constructed, may make arrangements to pay the availability charges in paragraph (c)(2)(a) and the connection charges in paragraph (g) of this section in installments. The city's billings and collections division may enter into a water and sewer service availability fee installment agreement with the owner or occupant of a single-family dwelling or a two-family dwelling under the following conditions:

(1) Only an owner or occupant that actually connects their dwelling to the city's sewer system is eligible to enter into a water and sewer service availability fee installment agreement.

(2) The availability and connection charges and interest must be paid in full within one year.

(3) Interest at the rate of five percent per annum or the interest rate the city was charged for its most recent bond issue, whichever rate of interest is higher, will be charged on the unpaid balance of the availability and connection charges.

(4) Payments will be made on such dates and in such amounts as the billings and collections division, in its discretion, determines are appropriate.

(5) The unpaid balance of the availability and connection charges may be paid in full at any time without any prepayment penalty.

(6) The water and sewer service availability fee installment agreement cannot be assigned or assumed without the prior written consent of the billings and collections division.

(7) If the owners or occupants fail to make payments in accordance with the water and sewer service availability fee installment agreement, the city may discontinue water service to the property until all arrears for availability and connection fee installment payments due the city are paid in full.

(8) As provided in Section 15.2-104 of the Code of Virginia, or any succeeding section, the city will place a lien against the property that is served by the sewer line to secure the payment of the unpaid availability and connection charges.

The installment plan offered by this paragraph is for the benefit of the owners or occupants of single-family dwellings and two-family dwellings and is not available to developers or builders of residential subdivisions, apartments, boarding houses, lodging houses, rooming houses or other multi-family dwellings or to commercial and institutional facilities, or similar types of housing units.

2. That this Ordinance shall be effective upon its adoption.

Adopted:

Certified: ______________________________
Clerk of Council

THE CITY OF LYNCHBURG
WATER RESOURCES
525 Taylor Street
Lynchburg, VA 24501

June 11, 2024

CITY OF LYNCHBURG DEPARTMENT OF WATER RESOURCES SEPTIC-TO-SEWER PROGRAM

To: Lynchburg City Council
From: Timothy A. Mitchell, P.E., Director of Water Resources T.A.M.

Purpose

The purposes of this Septic-to-Sewer Program (the "Program") are to reduce pollution, increase environmental protection, and increase the overall efficiency and cost-effectiveness of sewer system services by an availability fee reduction as incentive for property owners to voluntarily convert from septic system to sewer system usage. In addition to improved local water quality and downstream James River and Chesapeake Bay water quality benefits, the Program will use available but underutilized utility assets to increase monthly utility revenue to defray capital costs and operating expenses to the benefit of all customers.

General Background

There are approximately 2,500 residences in the City that have sewer service currently available but which to date have declined to connect to the sewer system. For buildings in this situation, this has been the case for many years or even decades.

Centralized wastewater treatment is generally better for local and downstream water quality protection, as further explained below. Water quality can be improved by connecting properties that currently discharge to septic systems to the City's central sewer system, conveying the wastewater to the City's Water Resource Recovery Facility for treatment, and returning highly-treated water to the James River. However, there are significant financial disincentives for the property owner to abandon septic system use and convert to sewer system use given the cost of securing and maintaining centralized treatment at the parcel level.

Like most wastewater utilities, the City charges upfront fees for new connections. The City charges an availability fee to defray costs of central facilities and connection fee for the cost of connecting the property to the sewer main. These types of fees, by various names, are common in similar utilities and play an important role in funding the utility. However, for property owners with the alternative of continuing to use an existing septic system at virtually no cost for a potentially extended period of time, normal sewer fees often represent a significant disincentive to discontinuing septic system use in favor of the City's sewer system and advanced treatment facility. This Program is designed to incentivize voluntary septic-to-sewer conversions by reducing upfront costs.

This is in opportune time for the City to implement this type of fee reduction incentive. In 2021, the General Assembly appropriated American Rescue Plan Act (ARPA) funding to DEQ to grant to localities for investments in local wastewater infrastructure, including approximately $65,000,000 allocated to projects that provide sewer collection system projects such as eliminating septic systems by connection to a locality's sewer system. The City secured a DEQ award of $6,600,000 to extend sewer service (in this case to the Richland Hills subdivision, which is currently served only by septic systems). The grant, however, does not cover fees applicable to the property owners, who would be subject to the normal fees (in addition to septic abandonment and private lateral installation).

The Program seeks to encourage timely connections not only for property owners in Richland Hills but also for other property owners in the same circumstances. Significantly, the Program is designed on the basis of an incentive, *i.e.*, a time-limited opportunity to avoid the typical availability fee. Other approaches could be considered such as mandatory connection but are disfavored. This Program has the benefit of avoiding mandates and maintaining choice for property owners who already invested in septic systems.

Water Quality Considerations

Septic systems are widely known to be significant sources of pollution because they discharge wastewater effluent into the subsurface with only limited treatment. The wastewater effluent can impact groundwater or enter surface waters through natural springs. When a septic system failure leads to sewage seepage aboveground, human contact is possible and wastewater can reach and impact surface waters through stormwater runoff. Septic effluent contains bacteria and pathogens, high levels of nitrogen and phosphorus – a special concern for the James River and Chesapeake Bay watersheds – and many other contaminants of concern, including PFAS and other chemicals.

In part due to these facts, as a matter of statewide policy the Commonwealth endorses a preference for "community-based and regional projects" such as the City's regional sewer system as opposed to cumulative and repetitive "site-by-site individual wastewater systems." See Va. Code § 62.1-223.1.

In Chesapeake Bay TMDL Phase III Watershed Implementation Plan (August 23, 2019), the Commonwealth has adopted an initiative to track beneficial conversion of septic system use to sewer connections. Initiative (53) (Require reporting of sewer connections by wastewater utilities) includes a regulatory action to amend the existing Sewage Collection and Treatment Regulations (9VAC25-790-10 et seq.) to include a reporting requirement for all septic systems (or other on-site sewage disposal systems) taken off-line and connected to sewage collection systems. This requirement will ensure a more accurate count of nutrient reductions resulting from septic connected to sewer. In addition, greater focus is being applied to enforcing septic system operation and maintenance requirements.

Similarly, because septic system discharges can impact surface water quality, the Virginia Department of Environmental Quality has addressed septic system connections in its Guidance Memo No. 20-2003 – Chesapeake Bay TMDL Special Condition Guidance (February 6, 2021) applicable to the Chesapeake Bay TMDL Special Condition requirements in the General Permit for Discharges of Stormwater from Small (Phase II) Municipal Separate Storm Sewer Systems (MS4s) (the "DEQ Guidance"). The City's MS4 is subject to this permit and guidance.

The DEQ Guidance notes that under Virginia's above-referenced Chesapeake Bay TMDL Watershed Implementation Plan, the Commonwealth is committed to a phased approach to reducing nutrients and suspended solids discharging from MS4s. The DEQ provides DEQ staff and permittees such as the City with methods for meeting the requirements of the Special Condition for the Chesapeake Bay TMDL under the General Permit.

Because of the water quality impacts of septic effluent and the benefits of disconnecting septic systems, Appendix V.O ("Septic Disconnections") of the DEQ Guidance provides water quality compliance credit for disconnections. The pollution reduction benefit is calculated as 8.8 lbs Total Nitrogen/person/year at the edge of the septic field minus a 60% attenuation factor to the edge of stream, which equates to a net reduction of 3.5 lbs Total Nitrogen/person/year, with the number of persons per household to be established using the latest U.S. Census data for the locality unless the actual number of people living in each house being taken off of septic has been determined. For comparison, assuming 50 gallons per day per person were instead discharged to the sewer system and treated to an average Total Nitrogen concentration of 5 mg/L at the Water Resource Recovery Facility, the resulting discharge to the environment would be reduced to only 0.76 lbs Total Nitrogen/person/year.

The Septic-to-Sewer Program will thus have secondary Chesapeake Bay compliance benefits for the City in addition to the local water quality protection.

For similar water quality reasons, the State of Maryland has invested millions of dollars in septic system connections or upgrades. *See, e.g.,* Maryland Bay Restoration Fund Annual Reports *available at* https://mde.maryland.gov/programs/water/BayRestorationFund/Pages/annualreports.aspx.

Utility Financial Considerations

In addition to the environmental benefits outlined above, there are benefits to the City's wastewater utility enterprise fund and customers

- Increase revenue by acquiring new customers utilizing existing utility capacity
- Increase funding toward capital assets (capital portion of monthly user charge)
- Increase funding toward operation (revenue exceeds marginal cost of service)
- Increase rate base over which to spread capital and operating costs in future budgets and thereby mitigate future rate increases for existing customers

Program Details

For the purposes of reducing pollution, increasing environmental protection, and increasing the overall efficiency and cost-effectiveness of sewer system services by discontinuing septic system use and making connection to the sewer system, no availability charge under (c)(2)a (single family), (c)(2)b (multifamily or mobile homes), (c)(2)c (commercial) shall apply to any property that as of July 1, 2024 has sewer availability but is instead using a septic system, if the owner:

(i) submits a complete and executed Application for Sewer on or before June 30, 2026,
(ii) pays the applicable connection fee promptly upon application approval, and
(iii) disconnects the building from the septic system and connects it to the city sewer system within 90 days of application approval.

For a property without sewer availability as of July 1, 2024 that is using a septic system, no availability charge under (c)(2)a (single family), (c)(2)b (multifamily or mobile homes), (c)(2)c (commercial) shall apply if sewer becomes available thereafter other than pursuant to a petition under this section and the owner:

(i) submits a complete and executed Application for Sewer within two years from the date when the sewer line is installed and accepted by the city,
(ii) pays the applicable connection fee promptly upon application approval, and
(iii) disconnects the building from the septic system and connects to the city sewer system within 90 days of application approval.

CITY OF LYNCHBURG SEPTIC-TO-SEWER PROGRAM

June 11, 2024

PURPOSE & ACTION

Purpose

- Provide a cost savings for property owners to convert from septic system to City sanitary sewer system
- Reduce pollution, increase environmental protection
- Increase overall efficiency and cost-effectiveness of sewer system

Action

- Waive the City's sewer availability fee for a 2-year period starting July 1, 2024, for property owners who currently are on a septic system, have City sewer available, and choose to connect
- As the City extends sewer lines to unsewered areas, waive the sewer availability fee for a 2-year period to encourage new connections

THE CITY OF LYNCHBURG

BACKGROUND

- There are approximately 2,500 properties in the City with sewer availability that aren't connected
- Centralized wastewater treatment is generally better for local and downstream water quality
- Like most wastewater utilities, Lynchburg charges upfront fees for new connections including: (1) availability fee – used to defray costs of the central facilities; (2) connection fee – to cover cost of connecting the property to the sewer main
- In addition to upfront City fees, costs to connect also include plumber charges and ongoing sewer charges, which are a disincentive, especially if septic system is working properly

THE CITY OF LYNCHBURG

BACKGROUND

- Septic system failures are costly to property owners and can be a significant source of pollution
- In 2021 the General Assembly appropriated $65 million in ARPA funding for sewer collection projects
- Lynchburg secured $6.6 million for Richland Hills Sewer Extension Project
- The Richland Hills Sewer Extension Project presents an opportunity to encourage timely connections
- In developing program, our goal has been to avoid mandates, maintain choice for property owners, and provide a financial incentive to connect

THE CITY OF LYNCHBURG

CURRENT RESIDENTIAL COST TO HOOK UP

CITY FEES

Availability fee

$1,950

USED TO DEFRAY COSTS OF CENTRAL WASTEWATER SYSTEM

+

Connection fee

$1,330

FEE BASED ON 4-INCH DIAMETER LINE AND IS USED TO RECOVER A PORTION OF THE COST TO CONNECT TO SEWER MAIN

+

OTHER COSTS

Plumber

Costs vary by property

INCLUDES COST TO CONNECT HOME TO CITY SEWER LINE, ABANDON SEPTIC SYSTEM

=

TOTAL COST

$5,000+

This cost varies by property

THE CITY OF LYNCHBURG

WATER QUALITY CONSIDERATIONS

- Septic systems are a significant source of pollution, discharging wastewater with limited treatment
- Septic system failures result in sewage seepage above ground, where human contact and runoff into local waterways is possible
- Septic effluent contains bacteria, pathogens, high levels of nitrogen and phosphorus, PFAS and other chemicals
- DEQ provides water quality compliance credits for septic-to-sewer conversions within the city

THE CITY OF LYNCHBURG

For the purposes of reducing pollution, increasing environmental protection, and increasing the overall efficiency and cost-effectiveness of sewer system services by discontinuing septic system use and making connection to the sewer system, no availability charge under (c)(2)a (single family), (c)(2)b (multifamily or mobile homes), (c)(2)c (commercial) shall apply to any property that as of July 1, 2024 has sewer availability but is instead using a septic system, if the owner:

(i) submits a complete and executed Application for Sewer on or before June 30, 2026,
(ii) pays the applicable connection fee promptly upon application approval, and
(iii) disconnects the building from the septic system and connects it to the city sewer system within 90 days of application approval.

For a property without sewer availability as of July 1, 2024 that is using a septic system, no availability charge under (c)(2)a (single family), (c)(2)b (multifamily or mobile homes), (c)(2)c (commercial) shall apply if sewer becomes available thereafter other than pursuant to a petition under this section and the owner:

(i) submits a complete and executed Application for Sewer within two years from the date when the sewer line is installed and accepted by the city,
(ii) pays the applicable connection fee promptly upon application approval, and
(iii) disconnects the building from the septic system and connects to the city sewer system within 90 days of application approval.

SEPTIC-TO-SEWER PROGRAM PLAN

- Availability fee would be waived for a 2-year period for property owners who have City sewer available as of July 1, 2024, but aren't hooked up
- As sewer lines are extended to unsewered areas, the availability fee will be waived for a 2-year period as access is available (ex. Richland Hills)
- Availability fee will remain in place in cases where sewer lines are extended through petition process
- Plan is structured to meet state's uniformity standards

THE CITY OF LYNCHBURG

WHY WAIVE THE AVAILABILITY FEE?

- Provide property owners with upfront cost savings
- Incentivize property owners to hook up now, rather than waiting for septic system failures
- We don't want to extend sewer lines to more areas of the City and have few property owners hook up
- New customers will increase revenues to sewer fund, which will increase funding for capital assets and operations and mitigate future rate increases
- Septic system disconnections provide positive environmental benefits and the City with DEQ water quality compliance credits

THE CITY OF LYNCHBURG

IN SUMMARY

- With the upcoming extension of sewer lines to more city properties, this is an opportune time to provide an incentive for citizens to hook up to the City's sewer system.
- The Septic-to-Sewer Program will save citizens upfront costs to hook up, while generating long-term revenue for the City's sewer fund to address capital and operational needs while also providing a positive environmental benefit.

AGENDA ITEM SUMMARY

MEETING DATE	PRESENTED BY
June 11, 2024	Rachel Frischeisen, City Planner

AGENDA ITEM # IV.4

Conditional Use Permit (CUP) - The Ramp Church International Shelter at 2220 Memorial Avenue

RECOMMENDATION

This item will appear for City Council vote on the June 25, 2024, Public Hearing agenda. Approval of the CUP to allow the use of an existing structure at 2220 Memorial Avenue as a shelter.

SUMMARY

The Ramp Church International is petitioning for a CUP at 2220 Memorial Avenue to allow the use of an existing structure as a shelter for the un-housed in an R-3, Medium Density Residential District. Large Group Homes, such as shelters, are permitted in this zoning district upon approval of a CUP by City Council.

The proposed shelter would fill the void created by the impending closure of the area's only low-barrier shelter (known as the RESET Shelter) on June 30th, 2024. The RESET shelter currently has sixteen (16) beds. The submitted narrative indicates that the proposed shelter would open with fifteen (15) beds, with the goal of increasing capacity to fifty (50) beds. According to Miriam's House, a local nonprofit focused on ending homelessness, four hundred twenty-one (421) people experienced homelessness in central Virginia in 2023.

PRIOR ACTION(S)

*The Planning Commission will review this item on June 12, 2024. *This item is on an accelerated schedule due to the closure of another local shelter on June 30, 2024.**

The Planning Division recommended approval of the petition.

FISCAL IMPACT

N/A

CONTACT(S)

Rachel Frischeisen, City Planner

ATTACHMENT(S)

1. Planning Commission Report and Attachments

REVIEWED BY

William Martin, Community Development Director

Date: May 30, 2024

Kent White, Assistant City Manager

Date: June 03, 2024

Alicia Finney, Clerk of Council

Date: June 05, 2024

The Department of Community Development

City Hall, Lynchburg, VA 24504 **434-455-3900**

To: Planning Commission
From: Planning Division
Date: June 12, 2024
Re: **Conditional Use Permit (CUP) – The Ramp Church International: Shelter – 2220 Memorial Avenue**

I. PETITIONER

The Ramp Church International, 701 Thomas Road, Lynchburg, Virginia 24502
Representative: Claude Gardner, The Ramp Church International

II. LOCATION

The subject property is located at 2220 Memorial Avenue and contains approximately two and fifteen hundredths (2.15) acres.
Property Owner: Same as petitioner.

III. PURPOSE

The purpose of the petition is to allow the use of the existing building as a shelter for the unhoused, with capacity for up to fifty (50) overnight beds.

IV. SUMMARY

- The *Comprehensive Plan 2013-2030* recommends Mixed Use for the subject property and surrounding area.
- The property is zoned R-3, Medium Density Residential District. Large group homes, including shelters, are permitted in this district upon approval of a CUP by City Council.
- The use of the existing building should have limited impact on the surrounding area. Similar uses are located nearby.

The Planning Division recommends approval of the CUP petition.

V. FINDINGS OF FACT

1. **Comprehensive Plan.** The *Comprehensive Plan 2013-2030* Future Land Use Map (FLUM) recommends an Institutional use for the subject property. These areas do not fit into any single use category as they are planned for a mix of uses carefully designed so as to mitigate any potential land use conflicts. The mixed use areas generally consist of large undeveloped or greenfield areas that are intended to be developed for a balanced mix of residential, neighborhood commercial, civic uses, parks and open spaces. The mix of uses in these areas is intended to be determined at the time of development review and approval. (p.76)

2. **Zoning.** The subject property was annexed into the City in 1908. The existing R-3, Medium Density Residential District was established in 1978. Large group homes, including shelters, are permitted in this district upon approval of a CUP by City Council.

3. **Board of Zoning Appeals (BZA).** The Zoning Official has determined that no variances would be needed for the use of the property as proposed.

4. **Surrounding Area.** There have been several items requiring City Council approval in the immediate area:

- On February 22, 1979, City Council approved the Conditional Use Permit (CUP) petition of the Salvation Army to allow the construction of a new Salvation Army building at 2215 Park Avenue.
- On August 11, 1981, City Council approved the CUP petition of Euclid Christian Church to allow the operation of a childcare center at 2220 Memorial Avenue.
- On June 11, 1985, City Council approved the CUP petition of the Salvation Army to allow the operation of an emergency shelter for up to seven (7) women and children in an existing house at 807 Stuart Street.
- On December 8, 1987, City Council approved the CUP petition of Euclid Christian Church to allow the construction of a building addition, play area, and additional parking at 2220 Memorial Avenue.
- On June 8, 1993, City Council approved the CUP petition of the Salvation Army to allow an addition onto the existing building at 2215 Park Avenue.
- On June 11, 1996, City Council approved the CUP petition of Salvation Army to allow the operation of a childcare center at 2215 Park Avenue
- On August 13, 1996, City Council approved the petition of C&C Development, LLC, to rezone property at the intersection of Memorial Avenue and Park Avenue from R-3, Two-Family Residential District, and B-1, Limited Business District, to B-3, Community Business District (Conditional) to allow the construction of a pharmacy.
- On April 12, 2005, City Council approved the CUP petition of the Salvation Army to allow the operation of a childcare center in the existing building at 2301 Park Avenue.
- On June 12, 2007, City Council approved the CUP petition of the Salvation Army for their Master Development Plan for the properties at 805 and 807 Stuart Street, 2201, 2211, 2215, 2225, and 2301 Park Avenue.

5. **Site Description.** The subject property is located at 2220 Memorial Avenue and contains approximately two and fifteen hundredths (2.15) acres. It contains a two (2) story church structure built in 1965. The building contains approximately twenty-four thousand (24,000) finished square feet.

   The property is bordered to the north by E.C. Glass High School (across Memorial Avenue), and to the east, west, and south by residential homes. The Salvation Army campus is located roughly one block away on Park Avenue.

6. **Proposed Use of Property.** The purpose of the petition is to allow the use of the existing church building as a shelter for the unhoused. According to the narrative submitted by the petitioner, the proposed shelter would include daytime services, overnight beds and facilities, on-site staff to supervise operations, and support services/resources for shelter users. The shelter could also be used as a warming and cooling center when needed.

7. **Traffic, Parking and Public Transit.** The City's Transportation Engineer did not require a traffic study for the proposed use.

   The City's Zoning Ordinance requires two (2) parking spaces for a group home, with one additional parking space for every eight (8) users, or one for every user with a car, whichever is greater, and one additional space for every three (3) staff members. The existing parking lot has approximately fifty-three spaces, which should be sufficient and meet the requirement.

8. **Stormwater Management.** A Stormwater Plan will not be required as there will be no new impervious areas. An Erosion & Sediment Control plan will be required if the area of land disturbance exceeds one thousand (1,000) square feet.

9. **Emergency Services.** The City's Fire Marshal noted the need to update fire flow calculations and advised that the City is currently utilizing the 2021 International Fire Code. The Police Department had no comments of concern regarding the proposed use.

10. **Impact.** The impact of the shelter should be minimal since it will be located within the existing church. There are similar services offered nearby at the Salvation Army. The proposed shelter would fulfill a need within the City by temporarily housing and assisting some of the community's most vulnerable people.

    The proposed new shelter would fill the void created by the impending closure of the area's only low-barrier shelter (known as the RESET Shelter) on June 30th, 2024, which has sixteen (16) beds. The submitted narrative indicates that the proposed shelter will open with fifteen (15) beds, with the goal of increasing capacity to fifty (50) beds, which are needed in the community. According to Miriam's House, a local nonprofit focused on ending homelessness, four hundred twenty-one (421) people experienced homelessness in central Virginia in 2023.

    On-site services and resources would be provided to assist and support shelter users during their time at the shelter.

    In addition to the shelter services, the facility could also serve as a warming and cooling center for those in need during times of extreme heat and cold, providing another important community resource.

11. **Technical Review Committee.** The TRC reviewed the petition on May 21, 2024. Comments were minor in nature and will be addressed prior to occupancy of the building as a shelter.

VI. PLANNING DIVISION RECOMMENDATION

Based on the preceding Findings of Fact, the Planning Commission recommends to City Council approval of the petition of The Ramp Church International to allow the use of the existing structure at 2220 Memorial Avenue as a shelter for the unhoused (large group home), subject to the following condition:

1. **The shelter shall have a maximum of fifty (50) overnight emergency beds.**

This matter is respectfully offered for your consideration.

Rachel Frischeisen
City Planner

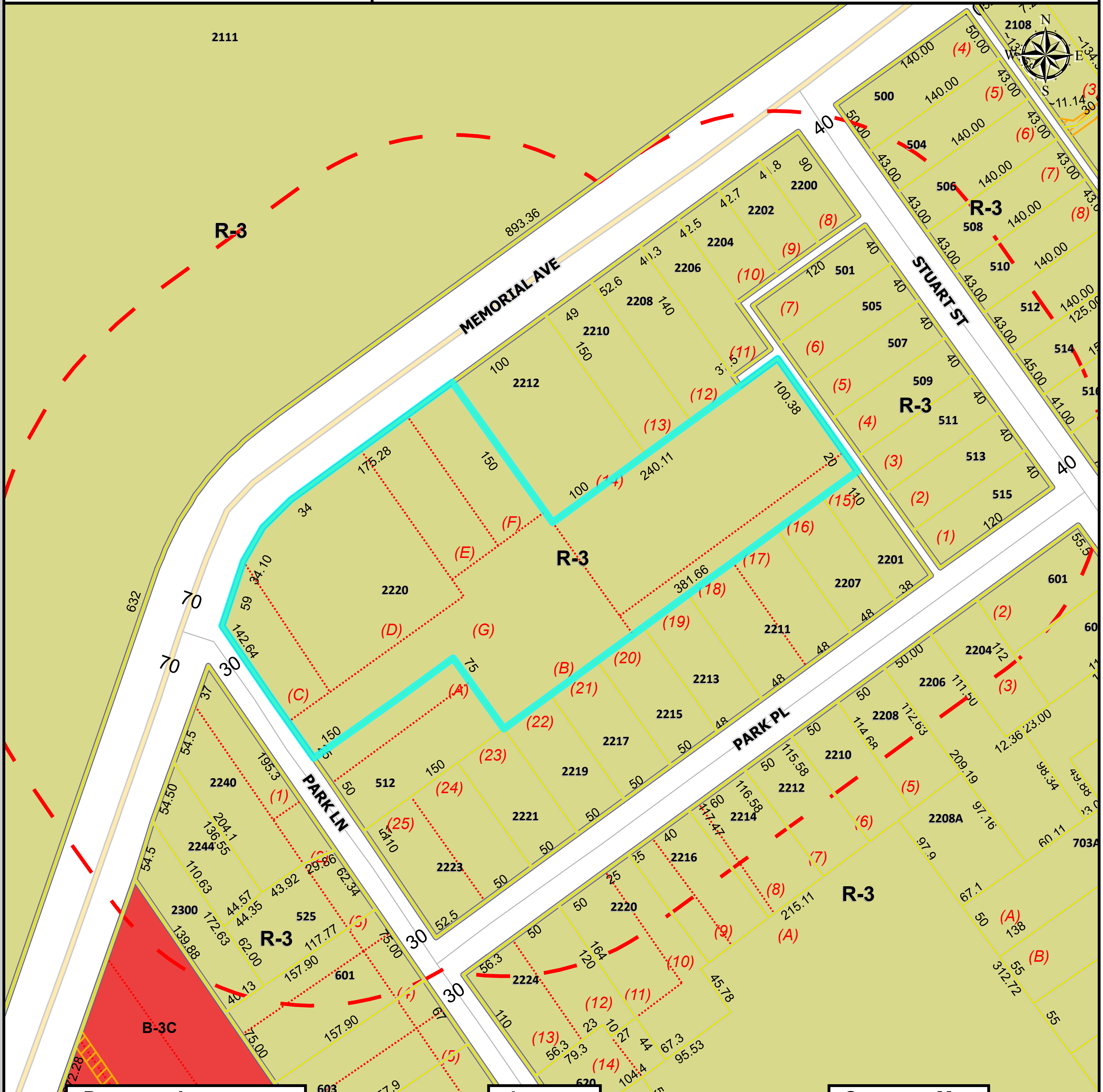
pc: Wynter Benda, City Manager
Greg Patrick, Deputy City Manager
Kent White, Assistant City Manager

Tom Martin, Director of Community Development
Matthew Freedman, City Attorney
J. Lee Newland, City Engineer
Cynthia Kozerow, Lynchburg Police Department
Thomas Goode, Fire Marshal
Doug Saunders, Building Official
Kevin Henry, Zoning Administrator
Claude Gardner, The Ramp Church International
Shantae Younger, The Ramp Church International

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. **Property Photograph**

Zoning	2220 MEMORIAL AVE
TRC	Ramp Church International



Property Information

Parcel ID	Address
01101020	2220 MEMORIAL AVE

Legend

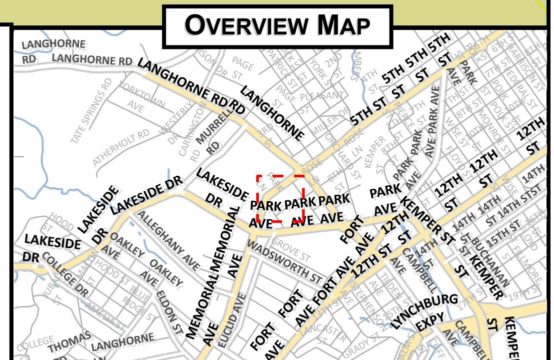
Subject Property

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: 1:1,406 Date Printed: 5/7/2024

Overview Map

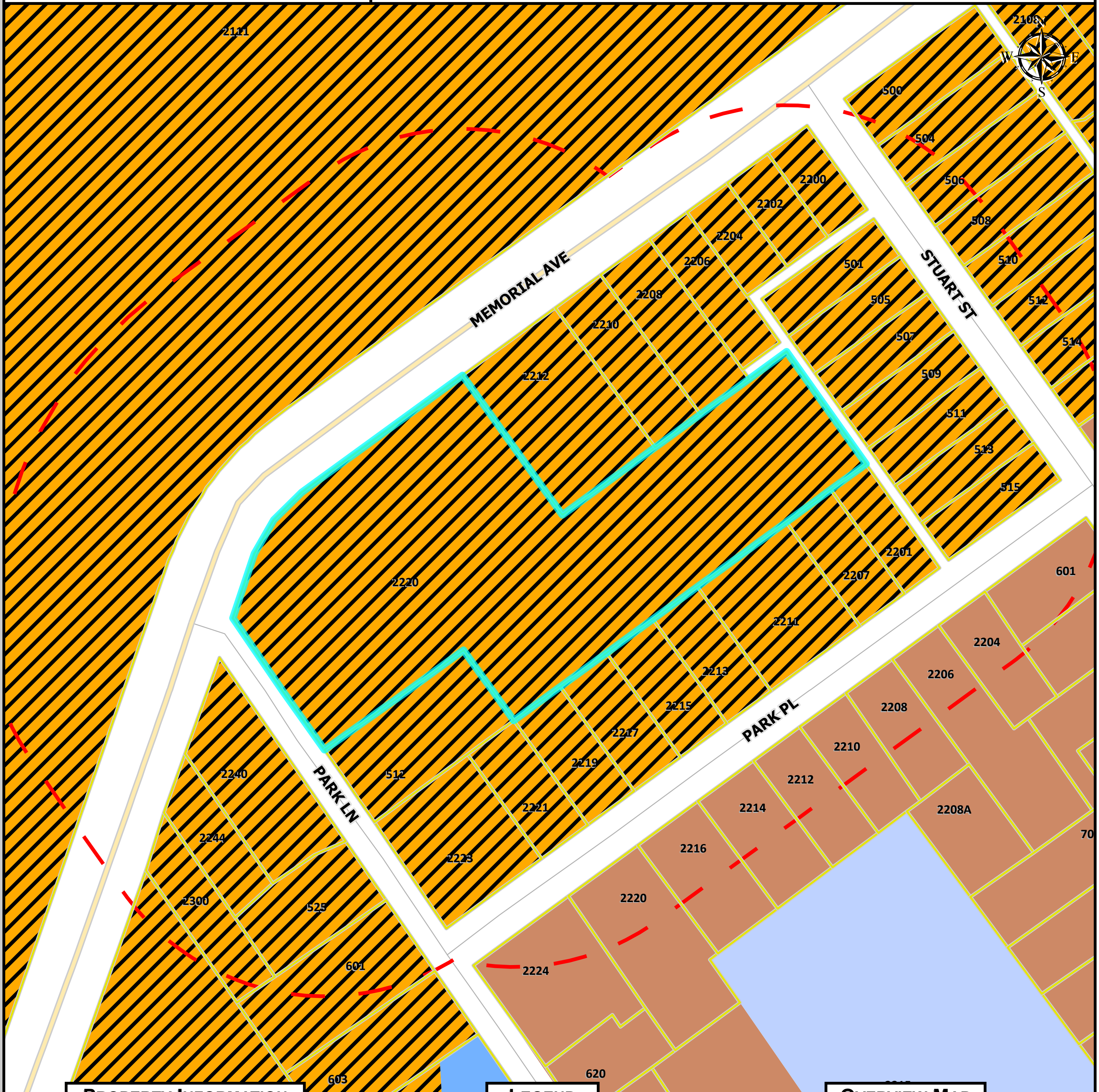


2220 Memorial Avenue

Parcel ID	Address	Owner
00402002	2111 MEMORIAL AVE	CITY OF LYNCHBURG
01102021	2224 PARK PL	STEWART, MARK T & GARY L & JAMES R JR
01102023	2220 PARK PL	RUCKER, SHIRLEY
01102025	2216 PARK PL	CRAWLEY, PRISCILLA A
01102026	2214 PARK PL	POLLARD, HANNA D
01101018	2223 PARK PL	BUSBY, MEAGAN L
01102027	2212 PARK PL	JONES, SABRINA D
01101017	2221 PARK PL	S & H PROPERTIES LLC
01102028	2210 PARK PL	STONE ARCH INVESTMENTS LLC
01101016	2219 PARK PL	GOLDBERG, RICHARD J & SHAUNA JEAN
01102029	2208 PARK PL	PRETTY, JOHN L
01101015	2217 PARK PL	WALTHALL, NANNIE M
01101027	512 PARK LN	LACY, MARK E
01102030	2206 PARK PL	CASE ENTERPRISE LLC
01101014	2215 PARK PL	SUMMIT INVESTMENT GROUP LLC
01102031	2204 PARK PL	R & C PROPERTIES LLC
01101013	2213 PARK PL	MAYHEW, LINDA S
01102002	605 STUART ST	SHAW, DAVID D & YVONNE W
01101011	2211 PARK PL	PRIBBLE, HOUSTON T & DOWDY-PRIBBLE, MARIA V
01102001	601 STUART ST	FIELDER, JANET E
01101010	2207 PARK PL	BURBAGE, ALLISON
01101009	2201 PARK PL	BURBAGE, ALLISON
01101020	2220 MEMORIAL AVE	RAMP CHURCH INTERNATIONAL
01101021	2212 MEMORIAL AVE	BARNETT, DARRIUS JORDAN
01101022	2210 MEMORIAL AVE	VIRGINIA 2210 LLC
01101023	2208 MEMORIAL AVE	SIMOPOULOS, PETER TED TRS & FRANCES GOUMAS TRS
01101024	2206 MEMORIAL AVE	BARRINGTON PROPERTIES LLC
01101025	2204 MEMORIAL AVE	FELDER, DURLEY J II
01101026	2202 MEMORIAL AVE	LASS, NATHAN SAMUEL
01101001	2200 MEMORIAL AVE	LCG PROPERTIES LLC
01101008	515 STUART ST	NOAHS ARK LLC
01101007	513 STUART ST	NOAHS ARK LLC
01101006	511 STUART ST	TOONE, GREGORY J & TOONE, SHARLENE P
00332011	600 STUART ST	OWENS, GERALDINE F
01101005	509 STUART ST	PIERCE, NICHOLAS MATTHEW
01101004	507 STUART ST	ROBERTSON, KEVIN
00332012	516 STUART ST	F & F GILLCO LLC
00332013	514 STUART ST	F&F GILLCO LLC
01101003	505 STUART ST	RICHIE, DONALD T & ALMETRIUS B
01101002	501 STUART ST	EMPIRE CAPITAL LLC
00332014	512 STUART ST	ANDERSON, R MICHAEL & MATRICE J
00332015	510 STUART ST	AJR INVESTMENTS LLC
00332016	508 STUART ST	LINKEN INVESTMENTS LLC
00332017	506 STUART ST	LINKEN INVESTMENTS LLC
00332018	504 STUART ST	RUDICH, TAYLOR MAE
00332001	500 STUART ST	AMA PROPERTY GROUP LLC
01104004	601 PARK LN	SYKES, LISA H
01104012	2312 MEMORIAL AVE	LYNCHBURG R A LLC C/O PETROLEUM INC

01104017	2300 MEMORIAL AVE	DIAMOND STAY LLC
01104018	2244 MEMORIAL AVE	BENNINGER, KENT
01104002	525 PARK LN	HAULSEY, JAMES R & CELESTINE S
01104019	2240 MEMORIAL AVE	VIAR, FRANKLIN E JR & CHELSIE R & CRAIG, KRISTOPHER W & CHEYENNE L

FLUM	2220 MEMORIAL AVE
TRC	Ramp Church International



Property Information

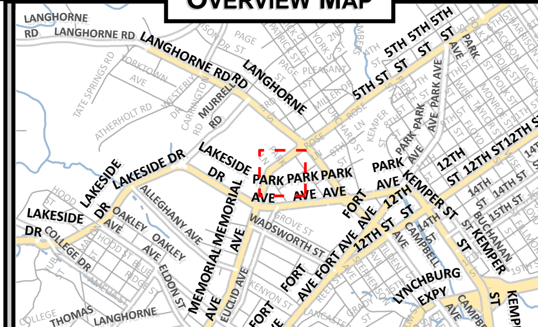
Parcel ID	Address
01101020	2220 MEMORIAL AVE

Legend

- Local Historic District
- Traditional Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Commercial
- Community Commercial
- Employment 1
- Employment 2
- Downtown
- Institution
- Public Use
- Public Parks
- Resource Conservation
- Mixed Use

Map Scale: 1:1,406 Date Printed: 5/7/2024

Overview Map



Watershed	2220 MEMORIAL AVE
TRC	Ramp Church International

Property Information

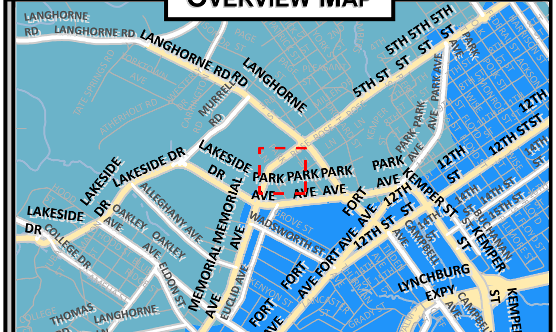
Parcel ID	Address
01101020	2220 MEMORIAL AVE

Legend

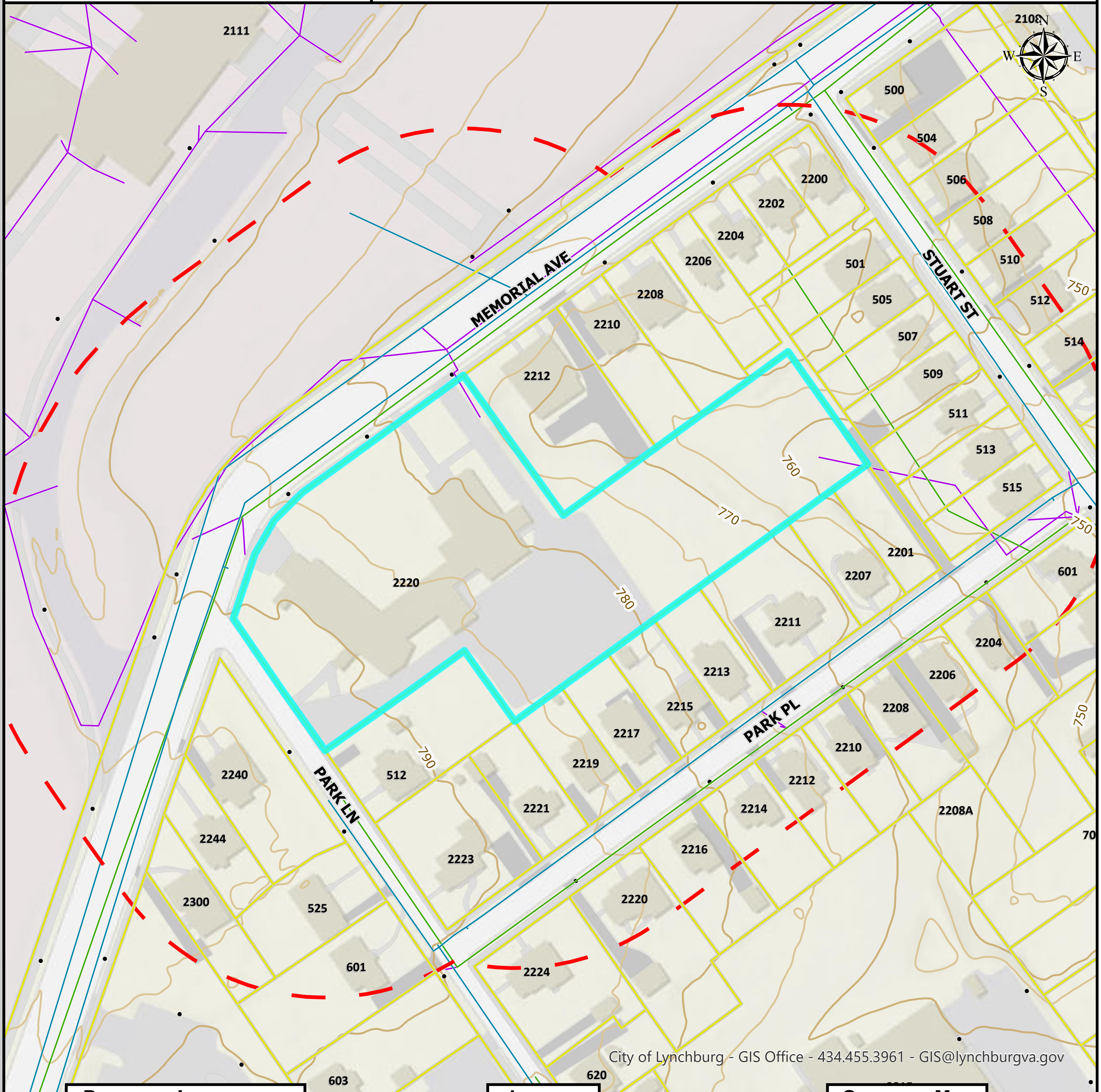
- Subject Property
- Base Flood Elevation
- Floodway
- Floodzone
- River / Lake / Stream

Map Scale: 1:1,406 Date Printed: 5/7/2024

Overview Map



Planimetric and Topographic-TRC	2220 MEMORIAL AVE
TRC	Ramp Church International



Property Information

Parcel ID	Address
01101020	2220 MEMORIAL AVE

Legend

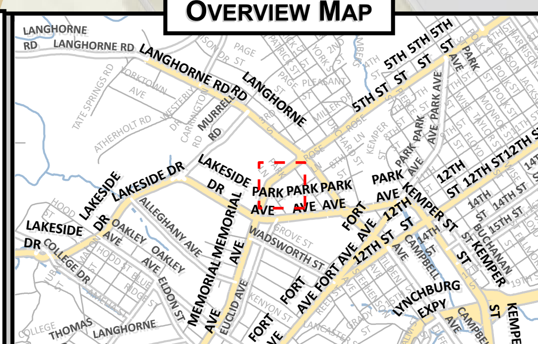
		Active	Proposed	Abandoned
Utilities	Water			
	Sanitary			
	Storm			

		Paved	Unpaved	Other
Planimetrics	Structure	-	-	
	Roadway			-
	Parking			-
	Sidewalk		-	-
	Driveway	-	-	

Topography | Contour 100' 50' 20' 10' 5' 1'

Map Scale: 1:1,406 **Date Printed:** 5/7/2024

Overview Map



RAMP CHURCH INTERNATIONAL
REACHING AS MANY POSSIBLE

Pastor Marvin St. Macary
Executive Pastor

Bishop S.Y. Younger
Senior Pastor

Pastor William Westgate
Associate Pastor

May 7, 2024

Dear Honorable Members of the City Council and Esteemed Citizens of Lynchburg, Virginia,

I am writing to you as the Pastor of The Ramp Church International, a community-focused congregation that has been serving the Lynchburg area for over 19 years. We are humbly requesting permission to operate the building located at 2220 Memorial Ave as a facility to provide much-needed services and support for our unsheltered neighbors.

Over the past two decades, The Ramp Church International has established a strong track record of community engagement and global outreach. We have partnered with organizations like the Salvation Army to provide weekly meals and volunteering efforts in communities such as James Crossing, offering free haircuts, school supplies, and mentorship to children. Additionally, our global missions work has taken us to communities in need around the world, including the garbage dump communities of Guatemala, where we aid in supplying shoes and feeding the hungry, São Paulo, Brazil, where we feed neighborhoods of impoverished citizens and provide free dental care, and our B. Younger Academy in Pakistan, a Christian school where we educate grade school children and teach entrepreneurial skills to their parents. Furthermore, over the last three years, we have provided shelter and programming to women and children who were victims of human sex trafficking, in our Mona's House facility in Buffalo, New York.

In recent months, we have been in conversation with the Central Virginia Continuum of Care regarding the state of homelessness in our very own region. With the decrease of beds at the Salvation Army due to renovations and the closure of The Shelter at RESET, our Board and congregation feel compelled to step up and ensure our unsheltered population can continue to be served with dignity. We plan to provide a Warming and Cooling Shelter, as well as Emergency Overnight shelter space for men, women, and families, and be a small hub where other community partners can offer services and resources onsite, to the population served at The Refuge on Memorial.

Since purchasing the former Thomas Road Baptist Church in 2018, we have been trying to sell the property on Memorial Ave, but to no avail. Although this was not in our original plans, and it is a significant undertaking, we feel called by God to repurpose the use of this facility. While we do not intend to change the outside structure at this time, we are planning to make minor renovations inside that will allow for more bathrooms and showering facilities.

(434) 849-8716 TheRampChurch.com 701 Thomas Road
Lynchburg, VA 24502

We plan to move forward in three phases:

Phase 1: Emergency Overnight Shelter and Drop-In Space
- Provide 15 overnight beds for men, women, and families
- Renovate two bathrooms and add shower facilities or install portable shower units
- 24-hour volunteer staff and security surveillance
- Hire a full-time manager/case manager to oversee operations
- Offer day shelter resources and amenities

Phase 2: Complete Cooling/Warming Space
- Expand the facility to accommodate up to 25 overnight beds
- Renovate an additional bathroom and shower space
- Hire part-time staff to support operations
- Implement enrichment and self-sufficiency programming for guests
- Establish a Technology Center

Phase 3: Comprehensive Support Services
- Increase capacity to up to 50 overnight beds
- Total of 4 bathroom and shower spaces
- 2 full-time staff members/case managers
- Establish a Community Partner Hub to provide on-site services and resources

We believe that this facility can be a beacon of hope and a transformative resource for our community. We are committed to working closely with the City Council, local organizations, and the community at large to ensure the success of this endeavor. We welcome the opportunity to discuss our proposal further and address any concerns you may have.

Thank you for your consideration, and we look forward to the opportunity to serve our community in this meaningful way.

Sincerely,
Bishop S.Y. Younger

The Ramp Church International, Founder & Senior Pastor


LANGHORNE
TURN LANE
MEMORIAL AVE
STUART ST
PARK PL
PARK LN
MEMORIAL AVE
PARK LN
MEMORIAL AVE
Sun Feb 4 2024
Imagery © 2024 Nearmap, HERE
nearmap

AGENDA ITEM SUMMARY

MEETING DATE	PRESENTED BY
June 11, 2024	Andrew Lagala, Airport Director

AGENDA ITEM # IV.5

Deed of Lease Agreement with CommonWealth of Virginia, Department of General Services, for Virginia State Police Operations

RECOMMENDATION

Adopt a Resolution that would authorize a deed of lease agreement between the City of Lynchburg and the CommonWealth of Virginia, Department of General Services and authorize the City Manager to execute the same.

SUMMARY

The Commonwealth of Virginia, Department of General Services, acting on behalf of the Virginia State Police, is requesting a deed of lease agreement to conduct law enforcement operations at the Lynchburg Regional Airport. As part of these operations, Virginia State Police requires office space to support its staff and hangar space for the use and storage of the Commonwealth's aircraft. The premises would consist of approximately 10,000 square feet of hangar space along with approximately 2,380 square feet of office space. The initial term of the deed of lease shall be five (5) years commencing on July 1, 2024, and shall automatically renew and continue from year-to-year on the same terms and conditions as existed in the original deed of lease. An annual Consumer Price Index (CPI) adjustment has been added to reflect an annual escalation of three (3%) percent for each year of the term.

Per Section 15.2-1800(B)(i) of the Code of Virginia, no public hearing is required prior to the approval of this Deed of Lease.

PRIOR ACTION(S)

None

FISCAL IMPACT

Rent is calculated at $92,590.51 per year with an annual CPI escalator for the term of the agreement.

CONTACT(S)

Andrew Lagala, Airport Director

ATTACHMENT(S)

1. Proposed Resolution - Deed of Lease - City & Commonwealth of Virginia (VSP Facility at Lynchburg Regional Airport)
2. Deed of Lease

REVIEWED BY

Andrew La Gala

Andrew Lagala, Airport Director — Date: May 30, 2024

Kent White

Kent White, Assistant City Manager — Date: May 30, 2024

Alicia L. Finney

Alicia Finney, Clerk of Council — Date: June 05, 2024

A RESOLUTION TO AUTHORIZE THE LETTING OF PROPERTY AT THE LYNCHBURG REGIONAL AIRPORT AND TO APPROVE A DEED OF LEASE BETWEEN THE CITY OF LYNCHBURG AND THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF GENERAL SERVICES

RESOLUTION: **#R-24-____**

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

1. That the following described real estate, located at the Lynchburg Regional Airport in Campbell County, Virginia, may be let by the City of Lynchburg ("City") to the Commonwealth of Virginia, Department of General Services ("Commonwealth"), for an initial term of five (5) years, commencing on July 1, 2024, and ending on May 31, 2029, and as described in that certain instrument, entitled "Deed of Lease", dated June 25, 2024, between the City and the Commonwealth, hereafter the "Lease":

   (i) a portion of a certain parcel of land at the Lynchburg Regional Airport, consisting of approximately 10,000 rentable square feet of hangar space and the exclusive use of an office building containing approximately 2,380 rentable square feet of office space, hereafter collectively called the "Premises";

   (ii) the non-exclusive right, privilege, and access to use the aircraft ramp and non-movement areas of Taxiway C, adjacent to and immediately north of the Premises, as shown on Exhibit A-1 of the Lease; and

   (iii) the non-exclusive use of the Common Areas (as referenced in Section 10 of the Lease), including, without limitation, the exclusive use of twelve (12) and the non-exclusive use of three (3) parking spaces in the parking lot adjacent to the Premises.

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 the Lease. Such instrument is hereby approved and incorporated herein this Resolution 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

Deed of Lease

This DEED OF LEASE (this "Lease") is dated the 25th day of June, 2024, by and between the CITY OF LYNCHBURG, a municipal corporation of the Commonwealth of Virginia, as Grantor ("Landlord"), and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF GENERAL SERVICES, as Grantee ("Tenant"), with approval of the Governor pursuant to § 2.2-1149 of the Code of Virginia (1950), as amended.

WITNESSETH:

For and in consideration of the terms, conditions, covenants, promises and agreements herein made, Landlord lets to Tenant the following property or premises, together with full rights of ingress and egress, in the County of Campbell, Virginia, more particularly described as:

A portion of a certain parcel of land at the Lynchburg Regional Airport (the "Airport"), located at 702 Hangar Rd, Hangar #26, Lynchburg, Virginia 24502, consisting of approximately 10,000 rentable square feet of hangar space (the "Hangar") and the exclusive use of an office building containing approximately 2,380 rentable square feet of office space (the "Building"). The Hangar and Building shall be collectively referred to herein as the "Premises." Tenant shall also be granted, during the term of this Lease, the non-exclusive right, privilege, and access to use the aircraft ramp and non-movement areas of Taxiway C, adjacent to and immediately north of the Premises, as shown generally on Exhibit A-1.

The Premises are let along with the non-exclusive use of the Common Areas (as referenced in Section 10), including, without limitation, the exclusive use of twelve (12) and the non-exclusive use of three (3) parking spaces (the "Parking Spaces") in the parking lot adjacent to the Premises.

A sketch of the Lynchburg Regional Airport Layout is attached as Exhibit A and a sketch of the Premises is attached hereto as Exhibit A-1.

1. **LANDLORD'S REPRESENTATIONS AND WARRANTIES.** Landlord represents that the following are true and accurate, and shall be true and accurate on the Commencement Date (hereinafter defined):

a. Organization, Power, Authorization. Landlord is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Virginia, with all requisite powers and all governmental authorizations to conduct its business and to enter into and perform its obligations hereunder. This Lease is duly authorized, executed, and delivered by all necessary action on the part of Landlord, constitutes the valid and binding agreement of Landlord, and is enforceable in accordance with its terms. These representations and warranties shall also be deemed to have been made by any person, corporation, limited liability company, partnership, joint venture, or limited partnership that is a member, manager, general partner, or joint venture partner of Landlord.

b. No Conflict or Defaults with Other Agreements. The completion of the transactions contemplated by this Lease, and the fulfillment of the terms hereof, will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which Landlord is a party or by which it or the Premises, the Building or the Common Areas is bound, or any judgment, decree, order, or award of any court, governmental body or arbitrator, or any law, rule or regulation applicable to Landlord or the Premises.

c. No Consents. No consent of any lender or any other third party is required for Landlord to enter into this Lease or if such consent is required, such consent has been obtained or will be obtained prior to the Commencement Date.

d. Title; Permits. Landlord is the sole owner of good and marketable fee simple title to the Premises, the Building and the Common Areas. Landlord possesses all licenses, permits and approvals required by any governmental, non-governmental or quasi-governmental body having jurisdiction over the Premises, the Building or the Common Areas, for the ownership, operation and use of the Premises, the Building or the Common Areas for the uses identified in Section 2 below.

e. Pending Litigation; Solvency. There are no actions or suits in law or equity, or proceedings by any governmental agency, now pending, or, to the knowledge of Landlord, threatened against Landlord in connection with the Premises, the Building or the Common Areas, and there is no outstanding order, writ, injunction or decree of any court or governmental agency affecting the Premises, the Building or the Common Areas. Landlord has received no notice of any pending or threatened litigation, or other judicial proceeding, affecting the Premises, the Building and the Common Areas including without limitation, condemnation, exercise of the right of eminent domain or bankruptcy. There is not now pending any appeal or application to appeal current or past real or personal property tax assessments. Landlord is not now insolvent nor will Landlord become insolvent as a result of the transactions contemplated by this Lease.

f. Zoning and Regulations; Condemnation. Landlord has no knowledge of any federal, state or municipal zoning or other restrictions, rules, or regulations that prevent the utilization of the Premises, the Building or the Common Areas for the uses contemplated herein; there are no eminent domain, condemnation or regulatory enforcement proceedings pending against the Premises, the Building or the Common Areas or any portions thereof, and Landlord has no knowledge of such proceedings or of any intentions or plans, definite or tentative, that such proceedings might be instituted. Landlord has not made and will not make, without Tenant's prior written consent, any proffers or other commitments relating to the Premises, the Building or the Common Areas which would impose any obligation on Landlord, Tenant or their successors and assigns, to make any contribution of money or dedications of land or to construct, install or maintain any improvements of a public or private nature on or off the Premises.

g. If any of the representations and warranties set forth in this Section 1 were not true in all material respects as of the date made, as of the Commencement Date (hereinafter defined), Tenant may terminate this Lease upon written notice to Landlord.

h. The representations and warranties in this Section 1 shall survive the expiration of the Term or earlier termination of this Lease.

2. **USE OF PREMISES.**

(a) Role of Department of General Services. The Department of General Services, through its Division of Real Estate and Facilities Management, is responsible for the leasing of space for the use of agencies of the Commonwealth of Virginia. The Department of General Services, as Tenant herein, does not contemplate that it will use or occupy the Premises or the Common Areas itself, but rather that the Premises or the Common Areas will be used and occupied by one or more agencies of the Commonwealth of Virginia as designated by Tenant (herein, "Occupant" or, collectively, "Occupants"), and that such designation may change over the Term of this Lease. No such designation shall be deemed a subletting or assignment of this Lease and Tenant shall remain the tenant hereunder. Landlord acknowledges that no such designation or occupancy creates any contractual relationship between Landlord and an Occupant. Occupant(s) shall have the benefit of any rights of Tenant associated with this Lease. The Occupant, with respect to its Premises, is authorized to deal directly with Landlord concerning routine maintenance and repairs, building access, entry of Landlord onto its Premises and similar matters; provided, however, that nothing herein prevents Tenant from dealing directly with Landlord as to any such matters. Landlord shall deal solely with Tenant as to change orders, major repairs, insurance, untenability, breaches or defaults, termination, extensions of the Term (including the Option Terms, the Renewal Terms, and any Holdover), and additional charges imposed by Landlord (as may be authorized by this Lease or subsequent agreement of the parties). The initial Occupant is Virginia State Police ("Initial Occupant"). Based on the foregoing, Tenant, as the contracting entity with Landlord, agrees they are responsible for the conduct, acts, omissions, responsibilities, obligations, and the like of all Occupant(s) (including the Initial Occupant), their agents and employees, of the Premises (or any portion thereof) and the Common Areas (or any portion thereof).

(b) Permitted Uses. The Premises shall be used: (i) to conduct law enforcement operations, (ii) for general offices, and (iii) as a hangar facility or for such purposes as the Occupant may now or hereafter be empowered or authorized by law to use same, provided that such uses are consistent with the zoning regulations and ordinances applicable to the Airport. No automobile, motorcycle or boat may be stored in the Hangar, except for Tenant's helicopter two-tractor (designed and used for moving helicopters), which Tenant shall be allowed to store and use at or on the Premises. The Tenant shall be required to obtain, maintain, and comply with permits, authorizations, and registrations by all government authorities by law for its operations on the Premises.

3. **TERM.** The initial term of this Lease (the "Initial Term") shall be five (5) years commencing on July 1, 2024 (the "Commencement Date") and expiring on May 31, 2029 (the "Expiration Date"). The Initial Term and any Option Term, Renewal Term, and Holdover herein are collectively referred to as the "Term."

4. **RENT.**

(a) Amount and Payment. Subject to the terms of this Lease, Tenant shall pay Landlord the sum of Ninety-Two Thousand Five Hundred Ninety and 51/100 Dollars ($92,590.51) as rent (the "Rent") for the first year of the Initial Term which shall be paid in arrears, in monthly installments of Seven Thousand Seven Hundred Fifteen and 88/100 Dollars ($7,715.88), beginning on the 10th day of the subsequent month following the month of the Commencement Date and each month thereafter for which Rent is payable during the Term; provided, however, that payment of Rent shall be withheld until (i) the full execution of the COLC by the Landlord and Tenant and (ii) the completion and remittance of the W9_COVA Substitute form to Tenant, a sample of which is provided in Exhibit C. Rent after the first year of the Initial Term shall be paid in accordance with Section 4(b). The payment of all Rent to any such person or entity and to any such address as Landlord may designate shall be in accordance with the information as completed on the submitted W9_COVA Substitute form. If Landlord chooses to make modifications to any such person or entity or to change the address associated with the payment of Rent, Landlord must resubmit either, a new W9_COVA Substitute form or other acceptable documentation as determined by Tenant's fiscal department, to Tenant. Any Rent due for a partial month during the Term shall be equitably prorated based upon a thirty (30) calendar day month.

(b) Annual Adjustment. On the first anniversary of the Commencement Date and on each subsequent anniversary thereof, including any renewals or extensions of this Lease, the Rent shall escalate annually by three percent (3%) for each year of the Lease. The resulting rental rate change shall be maintained for a (1) year period of the Term, and it shall be effective for the ensuing twelve (12) months; however, in no event shall the monthly rent payable for any succeeding twelve (12) months be less than the monthly rent paid during the previous twelve (12) month period.

(c) Late Payments. If Tenant shall fail to pay within ten (10) days any Rent which comes due and payable by Tenant to Landlord under the terms of this Lease in accordance with Section 4(b), then to the extent permitted by applicable law, Tenant shall pay Landlord a late charge in the amount provided for in the Virginia Prompt Payment Act (VA. Code §2.2-4347 et seq) as additional rent at the time of payment of the delinquent sum. The provisions herein for late charges shall not be construed to extend the date for payment of its obligation to pay all sums at the time(s) herein stipulated.

(d) Services. Except as may otherwise be specifically provided in this Lease, the Rent includes maintenance and repairs of all Common Areas, building equipment, capital improvements, management fees, Landlord's insurance and real estate taxes with no pass-throughs. Tenant shall, at Tenant's sole cost and expense, contract directly for utilities, janitorial service, landscaping, and general maintenance of the Premises. As to water and sewer services, it is understood that such services to the Airport are provided by Campbell County to the City, and it is agreed that the City will bill Tenant, and that Tenant shall timely pay, for such services based on the submeter readings showing Tenant's usage at the leased Premises.

(e) Security Deposit. No security deposit shall be required.

5. **POSSESSION AND CONDITION OF PREMISES.**

(a) Quiet Possession and Enjoyment. Landlord shall deliver quiet possession of the Premises, the Building and the Common Areas to Tenant on the Commencement Date and shall provide quiet enjoyment of the Premises, the Building and the Common Areas to Tenant during the Term.

(b) Building and Occupancy Codes; Condition Suitable for Intended Use. On the Commencement Date, Landlord shall deliver the Premises and the Common Areas to Tenant in good repair and the most recent Fire Marshal inspection report to demonstrate compliance with all applicable building and occupancy codes, and in a condition suitable to the use for which it is leased.

(c) Landlord Entry. Landlord, and its employees, agents and contractors, shall have the right to enter and pass through any part of the Premises, without prior notice, only in the case of an emergency or to enter the Premises during Regular Business Hours of the Tenant, with prior written consent from Tenant and subject to any of Tenant's law enforcement security measures or conditions, specifically for inspections to ensure the maintenance and upkeep conditions of this Lease are upheld. If Landlord, or Landlord's employees, agents or contractors, must enter the Premises in the case of an emergency, then as soon as practicable before or after such emergency entrance, Landlord, or Landlord's agent, shall contact 24/7 Network Operations Center at (804) 674-8017. This contact person may be changed by proper notice to Landlord which may be oral or by electronic means. Tenant may direct Landlord to give such notice to a contact person with each Occupant whose portion of the Premises has been subject to an emergency entry. Notwithstanding anything to the contrary contained in this Lease, any entry into the Premises by Landlord or Landlord’s employees, agents, or contractors, shall be in accordance with all health and safety guidelines, regulations and protocols established or implemented by Tenant or the Commonwealth of Virginia, as such guidelines, regulations and protocols may be modified from time-to-time. Tenant shall have the right to have an employee or agent accompany any entry by Landlord or Landlord’s employees, agents, or contractors into the Premises.

(d) Asbestos. Landlord represents, warrants and covenants that (i) the Premises, the Building and the Common Areas are free of friable asbestos that is not managed under a management plan prepared by an Asbestos Management Planner licensed by the Virginia Department of Professional and Occupational Regulation; and (ii) any friable asbestos discovered in or on the Building or the Premises shall be promptly and properly removed by Landlord, at Landlord's sole expense, in compliance with applicable federal, state and local laws and regulations, provided that, if the asbestos was introduced into the Premises by Tenant or an Occupant, the cost of the removal thereof during the Term shall be at Tenant’s expense. Landlord has delivered to Tenant a complete, true, and accurate copy of Landlord’s asbestos inspection report of the Building prepared by a licensed inspector.

(e) Lead. Landlord represents, warrants and covenants that (i) the Premises, the Building and the Common Areas are free of lead or lead-containing paint; and (ii) any lead or lead-containing paint discovered in or on the Building or the Premises shall be promptly and properly removed by Landlord, at Landlord’s sole expense, in compliance with applicable federal, state and local laws and regulations, provided that, if the lead or lead-containing paint was introduced into the Premises by Tenant, the cost of the removal thereof during the Term shall be at Tenant’s expense. Landlord has delivered to Tenant a complete, true and accurate copy of Landlord’s lead or lead-containing paint inspection report of the Building prepared by a licensed inspector.

(f) Phenylmercuric Acetate Flooring. Landlord represents, warrants and covenants that (i) the Premises, the Building and the Common Areas are free of any flooring systems using the compound Phenylmercuric Acetate (“PMA”); and (ii) any flooring using PMA discovered in or on the Premises, Building or Common Areas shall be promptly and properly removed by Landlord, at Landlord’s sole expense, in compliance with applicable federal, state and local laws and regulations, provided that, if the flooring system containing PMA was introduced into the Premises by Tenant, the cost of the removal thereof during the Term shall be at Tenant’s expense. Landlord has delivered to Tenant a complete, true and accurate copy of Landlord's PMA flooring inspection report of the Building prepared by a licensed inspector.

(g) Covenants. If any of the covenants, representations or warranties set forth in this Section 5 were not true as of the date made or as of the Commencement Date, Tenant may terminate this Lease upon written notice to Landlord.

(h) Survival. The covenants, representations and warranties of Landlord contained in this Section 5 shall survive the expiration of the Term or the prior termination of this Lease.

6. **MAINTENANCE.**

(a) Condition at Commencement Date. Landlord warrants that on the Commencement Date, the Premises, the Building, the Common Areas, and all their respective equipment, including the plumbing, heating, ventilation and air conditioning equipment and systems: (i) shall be in good repair and good working order; and (ii) free of termite or other pest infestation and damage.

(b) Compliance with Laws and Insurance Requirements. Landlord shall equip the Premises, the Building, and the Common Areas and perform all alterations, replacements, improvements, decontamination, and additions to the Premises, the Building, and the Common Areas and the equipment upon the Premises, the Building, and the Common Areas, at Landlord's expense, as shall be necessary at any time during the Term of this Lease, to comply with the provisions of federal, state, and local laws and regulations and all insurance requirements pertaining to health, safety, public welfare, and environmental protection. This subsection shall not apply if the necessity for compliance with these laws arises solely and directly from the negligent or willful misconduct of Tenant and its employees and Tenant is found by a court of competent jurisdiction to be liable for such acts under the Virginia Tort Claims Act, or the Commonwealth's Division of Risk Management consents that Tenant is so liable.

(c) Tenant Maintenance Responsibilities. During the Term of this Lease, it shall be the responsibility of Tenant, at its expense, to maintain all interior, non-structural portions of the Premises in good condition and repair, including the replacement of light bulbs, flooring/carpeting, service and routine repair of the HVAC system, minor plumbing repairs, painting and janitorial services. Tenant shall not paint or replace the flooring or carpet without the written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall be responsible for grounds maintenance serving the Premises to include debris removal, grass mowing, shrub trimming and maintenance of landscaped areas. If such maintenance required of the grounds is not undertaken by the Tenant within ten (10) days after receipt of written notice from the Landlord, the Landlord shall have the right to perform the grounds maintenance and Tenant shall be responsible for the reasonable cost of such work by the Landlord.

(d) Landlord Maintenance Responsibilities. The Landlord shall be responsible for the maintenance and repair of all structural portions of the Premises, the Building and the Common Areas, including roofs, walls, floors, foundations, frames, exterior and/or underground plumbing, tanks, hangar doors, screens, glass and exterior walkways, ramps, parking areas (including asphalt pavement), exterior security fencing and shall, as it becomes necessary for the proper and timely maintenance and preservation of the Premises, maintain and make all repairs and replacements to all such structural portions of the Premises. Landlord shall be responsible, at its sole cost and expense, for replacement of the entire HVAC system or any component of the HVAC system, including the compressor, should such determination be made upon final assessment of the system and related equipment.

"Regular Business Hours" are designated as 8:00 a.m. to 6:00 p.m., 5 days per week, Monday through Friday, excluding Tenant's holidays, to include but not be limited to: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, the day following Thanksgiving and Christmas Day.

(e) Safety Systems. It shall be the sole responsibility of Landlord to install, maintain, and repair any fire extinguishing systems and equipment, including, without limitation, fire extinguishers and smoke detectors, fire and life safety systems, associated alarm systems and sprinkler systems serving the Premises and the Building as required by local, state, and federal regulations, law, and code. Occupant(s) shall be responsible for inspecting, testing, and monitoring such systems and equipment and such inspections and testing shall occur on an annual basis. Reports of the inspection and testing shall be provided to Tenant on an annual basis. The requirements of this subsection shall be carried out in accordance with applicable law.

(f) Other Maintenance. All other necessary or required maintenance, monitoring, repairs and replacements to the Airport facilities and Common Areas shall be the sole responsibility and expense of Landlord.

(g) Tenant's Negligence or Willful Misconduct. Landlord shall not be obligated to make any repairs to the Premises due to damage caused by the negligent or willful misconduct of Tenant, or Tenant's employees.

(h) Failure to Maintain. If Landlord fails to comply with any of its obligations under this Section 6 or as otherwise required in this Lease, or fails to keep, repair and maintain the Premises, the Building, and the Common Areas in good repair, condition and working order as provided in this Section 6, then Tenant may give written notice thereof to Landlord. If the failure has not been remedied within ten (10) days following such notice, then Tenant, at its option and with a second written notice to Landlord, may either terminate this Lease and all obligations hereunder, or proceed to make, or cause to be made, such upkeep, repair, monitoring, and maintenance, at Landlord's expense, which shall be due and payable to Tenant by Landlord within ten (10) days after demand therefor. If not paid by Landlord as provided, Tenant may deduct the cost thus incurred in fulfilling Landlord's obligations under this Lease from future Rent payments and/or may collect the cost from Landlord in any manner provided by law. No notice of termination shall be given under this Section 6 if Landlord has physically commenced such repairs or is physically causing such repairs to be made, and such repair work is being diligently and continuously pursued to completion in a good and workmanlike manner. Furthermore, if the failure has not been remedied within the time specified above, Tenant shall be entitled to deduct from the Rent, or any installment thereof, the per diem Rent for each day that such failure continues beyond the specified time. The rights of Tenant set out in this Section 6 shall be cumulative, and the exercise of any right shall not exclude the exercise of any other right.

In the case of any repetitive failure of Landlord to comply with its obligations to monitor and maintain any device or system, Tenant may advise Landlord of any subsequent problem or issue with respect to such device or system, in writing, but shall not be required to wait any additional period of time before exercising its rights under this provision.

Notwithstanding the foregoing, if any event occurs, that creates an unreasonable risk of injury to person or property, Tenant is authorized, without prior notice to Landlord, to procure temporary monitoring or to make temporary repairs to alleviate such risk, at Landlord’s expense, which shall be due and payable to Tenant by Landlord within ten (10) days after demand therefor. The provisions of this Section 6 shall survive the expiration of the Term or any termination of this Lease.

(i) Snow Removal. When and as snow and/or ice removal become necessary, Landlord shall promptly remove all snow and ice from the leased Premises and other Airport facilities, including access roads, aircraft ramps, aprons, runways, and any other Common Areas consistent with this Lease as may reasonably be necessary for the safe and continuous operations of the Airport, all subject to and consistent with the priorities established by the Airport’s FAA approved snow plan.

(j) Access. Subject to all applicable laws, ordinances, codes and zoning requirements, Tenant and Occupants shall have access to the Building, the Premises, and the Common Areas 24 hours a day, 7 days a week.

7. **DAMAGE OR DESTRUCTION OF THE PREMISES.**

(a) Termination. If the Premises, the Building or the Common Areas are damaged by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature or other casualty loss, and, in the reasonable opinion of either party, the Premises, the Building or any Common Areas are thereby rendered substantially untenantable or unusable, and cannot be reasonably commercially rebuilt within one hundred eighty (180) days following the date of casualty, this Lease shall terminate, at the option of either party, effective on the date of the casualty, upon written notice to the other party, given within forty-five (45) days following the casualty.

(b) Obligation to Repair and Restore. If neither party terminates this Lease as provided in "(a)" above, Landlord shall repair and restore the Building, the Premises, and the Common Areas as promptly as possible to their former condition, but in any event within one hundred eighty (180) days following the date of casualty. There shall be a proportionate abatement of all Rent and other payments otherwise due to Landlord under the terms of this Lease, for the period during which the said repairs and restoration are being completed, for that portion of the Premises not substantially usable by Tenant during such period. Landlord shall promptly commence to make all repairs, replacement, restoration, or renovation as required in this subsection and shall thereafter diligently pursue such repairs, replacement, restoration or renovation until completed. If Landlord shall fail to substantially complete all work within the time period herein required, then, in addition to all other rights of Tenant, Tenant may terminate this Lease by giving fifteen (15) business days written notice to Landlord.

8. **ALTERATIONS.** Tenant, at its sole cost and expense, may make alterations and additions to the Premises as Tenant deems proper; provided, however, Tenant shall not make any structural alterations of the roof, foundation, exterior walls, or installation of above or underground tanks, without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed. Tenant, at its sole cost and expense, may install fixtures, partitions and make such other improvements as Tenant may deem proper. The title and ownership of materials used in such alterations and additions, and all fixtures, partitions, and other improvements made and/or installed by Tenant shall remain in Tenant. Upon termination of this Lease, Tenant may, at its option, remove the fixtures, partitions and other improvements made under this Section, in which event any damage to the Premises caused by removal, other than nominal damage (such as screw holes, bracket marks, etc.) shall be repaired by Tenant at its expense. If Tenant elects not to remove the improvements, it shall have no further responsibility for them or their removal, and such improvements shall thereafter be the property of Landlord.

9. **UTILITIES AND SERVICES; INSURANCE; TAXES.**

(a) Utilities and Services. Tenant shall pay for the water, sewer, gas, electricity, telephones and other utility services for Tenant's use of the Premises, and shall purchase said utilities directly from the respective supplier. The Landlord has installed standard metering devices for the measuring of such utilities.

Landlord shall have the right to install and maintain in, on, or across the Airport, all sewer, water, gas, electric, telephone lines, cable lines, electric substations, street widenings or other installations necessary to the operations of the Airport or to service the other tenants of the City, provided that any such installation does not unreasonably interfere with Tenant's quiet enjoyment of the Premises. If Landlord or Landlord's agents, employees, tenants, licensees, invitees or contractors interrupt, discontinue, or cause the interruption or discontinuation of any utilities or services reasonably necessary for Tenant's use and enjoyment of the Premises, the Building and the Common Areas, in whole or in part, then Tenant, in addition to any other remedy available under law, at equity, or under this Lease, shall be entitled to deduct from the Rent, or other payments otherwise due to Landlord under the terms of this Lease, the per diem Rent for each day that such interruption or discontinuance remains in effect. If the interruption or discontinuance is caused by Landlord's failure to pay the provider of the utility or service, resulting in the termination of the utility or services by such provider, then Tenant may pay directly to the provider the amount necessary to restore the utility or services, in which event Landlord shall reimburse Tenant all such amounts immediately on demand or Tenant shall be entitled to deduct from the Rent, or other payments otherwise due to Landlord under the terms of this Lease or any renewal or extension thereof, the amount of such payment to the provider. Notwithstanding anything to the contrary contained in this Lease, if any disruption of utilities or services, as provided in this Section 9(a), continues for twenty (20) consecutive days, Tenant shall have the right to terminate this Lease by written notice to Landlord; provided, however, Tenant shall have no right of termination under this Section 9(a) if such interruption is the result of the negligent or willful misconduct of Tenant, or Tenant's employees. The provisions of this paragraph shall survive the expiration of the Term or any termination of this Lease.

(b) Real Estate Taxes. Landlord shall be responsible for and shall timely pay all real estate taxes and charges applicable to the Premises, the Building, and the Common Areas.

(c) Insurance. Landlord, at Landlord's expense, shall at all times, keep the Premises, the Building, and the Common Areas insured against damage by fire and other casualties, including lightning, windstorms, tornadoes, earthquakes, civil disturbances, floods, acts of nature and casualty loss**,** under a broad form extended coverage or similar property loss policy. The policy shall cover one hundred percent (100%) of the replacement cost of the Premises, the Common Areas, and the Building. Landlord is responsible for insuring under this policy one hundred percent (100%) of the replacement cost of all Improvements to the Premises with no deductible or other contribution from the Tenant. More specifically, with respect to the Tenant's aircraft, the Commonwealth currently maintains an aviation hull and liability insurance policy that covers all the Commonwealth's various aircraft, including those of the Tenant. Tenant will provide a copy of such aviation insurance policy to the Landlord. The Landlord shall have no obligation to insure any of the Tenant's personal property or aircraft located on or about the Premises, and any insurance on such personal property or aircraft shall be the sole responsibility of Tenant. Landlord does not assume and is not assuming by this Lease, any responsibility or liability for loss of or damage to the Tenant's personal property or aircraft, or the contents thereof, regardless of the cause. In addition, Landlord shall maintain broad form general commercial general liability insurance, including contractual liability and vehicular liability.

10. **CONDITION OF COMMON AREAS.** "Common Areas" shall mean any and all air navigation facilities, which have been or may hereafter be provided by the Landlord, the Federal Government, or the State Governments for the non-exclusive use in common with other tenants thereof, the Airport landing field, the runways, aprons, taxiways, floodlights, landing lights, signals, beacons, aids to navigation, and other conveniences for the flying, landings, and takeoffs of any Tenant aircraft at the Airport. Common Areas shall also mean all exterior areas of the property on which the Building is located, including all loading docks, parking areas and driveways and entrances and exits to and from public streets and the routes to parking areas, the exterior of the Building, all interior areas within the Building that are not leased or intended for lease, and all systems that service the Building and / or any of the aforesaid exterior areas (but excluding those portions of systems that service only portions of the Building and / or any of the aforesaid exterior areas that are leased or intended for lease to third parties). Landlord, at Landlord's sole expense, shall maintain all Common Areas and all systems serving the Common Areas or any part thereof in a good, clean, and safe condition.

11. **ACCESSIBILITY BY PERSONS WITH DISABILITIES.**

(a) Compliance with ADA. In addition to any other requirements or covenants in this Lease, and, notwithstanding any grandfathering permitted under any laws, rules, or regulations, at all times during the Term, Landlord covenants that, as to the Premises and the Common Areas (including but not limited to the parking areas and driveways and entrances and exits to and from public streets and the routes to parking areas and Common Areas) it has fully complied, or will comply, to the fullest extent required by law, with:

(i) the facilities accessibility laws, regulations and standards required by the "Americans With Disabilities Act of 1990", including Titles II and III thereof, and the regulations and standards promulgated thereunder, including the regulations promulgated by the U.S. Department of Justice (28 CFR Part 35, Subpart A-General "2010 Standards" and "2010 ADA Standards for Accessible Design", September 15, 2010), as amended (the "ADA"), and

(ii) the minimum requirements of the Virginia Uniform Statewide Building Code (VUSBC), Part 1 Virginia Construction Code, as amended, pertaining to access by the physically handicapped and aged persons, including Chapter 11 ("Accessibility") of said VUSBC, which, in part, incorporates the regulations and referenced standards of the U.S. Department of Justice identified above.

To the extent of any conflict among any of the foregoing requirements, in each case the more restrictive of the three (Title II, Title III, or VCC Chapter 11, as referenced above) shall control. Landlord further covenants that, following the date of execution of this Lease, all alterations of the Premises and Common Areas, including parking facilities, and the route to parking facilities shall be undertaken by Landlord in such a manner that the ADA and the regulations and standards promulgated thereunder and the VUSBC are fully complied with to the extent required by law and as herein provided.

If Tenant shall discover that an element of the Premises or the Common Areas, or the construction or design of the Premises, the Common Areas, or the other facilities areas noted above, or alterations thereto, are not in compliance with the requirements herein set forth, Tenant may promptly notify Landlord (or Landlord's agent) in writing detailing both the requirement and the noted deficiency and specifying the action required to bring about compliance.

Should Landlord fail within thirty (30) calendar days following such notice to comply or to propose in writing an alternative for compliance that Tenant, using reasonable discretion deems acceptable, or, alternatively, fail to illustrate that compliance is not required, either because such accommodation as would otherwise be required would constitute an undue hardship when measured against the financial resources of Landlord or because the facilities are nevertheless accessible and usable by individuals with disabilities, then Tenant may terminate this Lease by giving three months' written notice to Landlord. The provisions of this paragraph shall survive the expiration of the Term or any termination of this Lease.

(b) Tenant's Trade Fixtures. The foregoing provisions of this Section 11, as applied to Landlord, shall not apply to trade fixtures used or installed by Tenant or Tenant's layout of such trade fixtures.

12. **DISCLOSURES; NON-WAIVER; APPROPRIATIONS.**

(a) Sovereign Immunity (Tenant/Occupant(s)). Landlord agrees, understands and acknowledges that Tenant and Occupant(s) are agencies of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences on or about the Premises the Building or the Common Areas, including product liability, the Commonwealth, Tenant and Occupant(s), unless otherwise provided by applicable law, are either (i) constitutionally immune (or partially immune) from suit, judgment or liability, (ii) insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices. No provision, covenant or agreement contained in this Lease shall be deemed to be a waiver of the sovereign immunity of the Commonwealth of Virginia, Tenant or Occupant(s), from tort or other liability.

Sovereign Immunity (Landlord). Nothing in this Lease shall be deemed to be a waiver of the Landlord's sovereign immunity, if and where applicable.

(b) No Indemnification. Landlord agrees, understands, and acknowledges that Tenant and Occupant(s) have not agreed to provide any indemnification, defense or save harmless agreements running to Landlord. Further, Tenant and Occupant(s) agree, understand, and acknowledge that Landlord has not agreed to provide any indemnification, defense or save harmless agreements running to Tenant and/or Occupant(s). Notwithstanding the foregoing, nothing herein shall constitute a deviation from Landlord's indemnification obligations under common law.

(c) Choice of Law. This Lease shall be governed by, and construed according to, the laws of the Commonwealth of Virginia. The venue for any action instituted pursuant to the terms of this Lease shall be where the Premises are physically located in the Commonwealth of Virginia.

(d) Dissolution or Restructuring of Occupant. Notwithstanding any other provision of this Lease, if an Occupant shall cease to exist, and is not replaced by a successor entity with similar powers and purposes, or its powers and authority are limited so as to not permit the continued use of the Premises for its intended purpose and use, as determined by Tenant, then Tenant shall have the right to withdraw from this Lease such portion of the Premises then occupied by such Occupant (with a corresponding reduction in the Rent). In such event, Tenant will endeavor to give as much notice as is reasonably possible of the event triggering the reduction and the anticipated date by which such Occupant will completely vacate such portion of the Premises. If the Occupant is the sole Occupant of the Premises, then upon such event this Lease shall terminate without any penalty or liability whatsoever. Nevertheless, if Tenant, in its sole discretion, determines that another agency or institution of the Commonwealth has a need for the portion of the Premises used by such Occupant, Tenant may designate such other agency or institution as the Occupant to use that portion of the Premises pursuant to the terms and provisions of this Lease, which will continue in full force and effect.

(e) Non-Appropriation. Agencies of the Commonwealth of Virginia cannot expend funds unless appropriated by the Virginia General Assembly and may not obligate a future session of the Virginia General Assembly. It is further understood that the Rent paid by Tenant is derived from appropriations (or federal funding) made to the individual Occupants and paid over to Tenant. Therefore, notwithstanding any provision in this Lease to the contrary, if any session of the Virginia General Assembly fails to appropriate funds for the continuance of this Lease for all Occupants (or federal funding for the continuation of this Lease is no longer available), this Lease and all obligations hereunder shall automatically terminate upon depletion of the then currently appropriated or allocated funds without any penalty or liability whatsoever; provided, however, that if there is more than one Occupant, and not all Occupants have lost funding as aforesaid, then Tenant shall have the right to delete the space occupied by such Occupant from the Premises and reduce the Rent accordingly (subject to Tenant paying the cost of constructing a new demising wall, if required, and further subject to the space deleted from the Premises being reasonably commercially leasable, either by itself or as part of adjacent available space). Nevertheless, if Tenant, in its sole discretion, determines that another agency or institution of the Commonwealth has a need for the portion of the Premises used by such Occupant, Tenant may designate such other agency or institution as an Occupant to use that portion of the Premises pursuant to the terms of this Lease, which will continue in full force and effect.

(f) Conflict. To the extent of any conflict between the provisions of this Section 12 and the remaining provisions of this Lease, the provisions of this Section 12 shall control.

13. **REPORT OF OCCUPANCY.**

(a) Form of Report of Occupancy. Tenant shall, within fifteen (15) business days after receipt of a written request by Landlord, submit to Landlord, or its designee, a written Report of Occupancy specifying: (i) the Commencement Date, and the date on which the Lease terminates, (ii) whether this Lease is in full force and effect, (iii) the annual Rent, (iv) whether there have been any modifications to the Lease, and if there have been, a reasonable description of all such modifications, and, (v) whether Tenant or a specified employee of Tenant without any investigation or inquiry has actual knowledge of any default hereunder on the part of Landlord, or if it does have such knowledge, a description of any such default.

(b) Effect of Report of Occupancy. The issuance of a report requested under subsection 13(a), or any errors or omissions in such report: (i) shall not operate as an estoppel against either the Commonwealth of Virginia, any agency of the Commonwealth of Virginia, Tenant, Occupant, or any of their employees, (ii) shall not form or provide any basis for liability against the Commonwealth of Virginia, any agency of the Commonwealth of Virginia, Tenant, Occupant, or any of their employees, and (iii) shall not operate as a waiver of any rights or defenses that may be available to the Commonwealth of Virginia, any agency of the Commonwealth of Virginia, Occupant, Tenant, or any of their employees, either at that time or in the future.

14. **CONDEMNATION.**

(a) Notice. Landlord shall give prompt notice to Tenant of any discussions, offers, negotiations or proceedings with any party regarding condemnation or taking of any portion of the Premises, the Building or the Common Areas.

(b) Rights of Parties. If any portion of the Premises or any portion of the Building or the other Common Areas is taken by eminent domain or sold to the holder of such power pursuant to a threatened taking (exclusive of takings that, in the sole but reasonable discretion of Tenant, do not materially and adversely affect the use and enjoyment of the Premises or the Common Areas by Tenant), this Lease shall terminate effective as of the date of the taking. The date of taking shall be the earlier of: (i) the date on which title vests in the condemning entity or (ii) the date on which the condemning entity takes possession. In the event of a taking, Tenant assigns to Landlord any rights that Tenant may have in and to any portion of a condemnation award, but such an assignment shall exclude any portion that may be due for, or attributed to, Tenant's fixtures, moving expenses and allowances. If the taking does not materially and adversely affect the use and enjoyment of the Premises or the Common Areas by Tenant, so that this Lease is not terminated, Rent shall be equitably adjusted to compensate both Tenant and Landlord for any adverse effect of the taking.

15. **SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT.** If and where applicable, upon request by Landlord or Tenant, either party agrees to execute a Subordination, Non-Disturbance and Attornment Agreement that substantially conforms to Exhibit B, attached hereto. If and when such an instrument is required, Landlord, Tenant, and any applicable lender(s) will work together in good faith to endeavor to reach an acceptable subordination, non-disturbance, and attornment agreement. Landlord understands modifications to Exhibit B are subject to the approval of Tenant and the Office of the Attorney General of Virginia.

16. **SIGNAGE.**

(a) Existing Signage. Tenant shall be permitted to continue to use all existing signage, including the directional signs that guide emergency and Med-Flight personnel to the Premises along the primary route to each facility.

(b) Tenant-Provided Signage. Tenant shall be permitted to place signage on the ingress and egress doors to the Premises and within the Premises at its expense, except for the expense for signage to be provided by Landlord as part of the Improvements or as laid out in Section 16(a) above. Pursuant to Virginia Code §18.2-283.2 (the “Code Provision”), it shall be unlawful for any person, subject to certain exceptions as detailed in the Code Provision, to carry a firearm or explosive material within the Premises. Tenant shall be permitted to place signage and/or notices detailing such restrictions (the “Notices”) on any public entrance of the Premises and Building, and within the Premises. Landlord hereby acknowledges, consents, and agrees to the prohibition detailed in the Code Provision and Tenant’s posting of the Notices at the Building, Premises, and Common Areas as Tenant deems necessary, in accordance with the Code Provision. The Notices may be in substantially the same form as that attached hereto as Exhibit D, incorporated herein by this reference, as may be modified by Tenant in its sole discretion, but in any event shall be of a size and design approved by the Commonwealth of Virginia, Department of General Services. Tenant shall adhere to applicable sign and zoning ordinances where required.

17. **TERMINATION, RENEWAL, AND HOLDOVER**.

(a) Termination. Unless otherwise terminated herein, either Landlord or Tenant may elect to terminate this Lease and have Tenant vacate and surrender the Premises at the end of the Initial Term or any time during a Renewal Term upon providing a minimum of six (6) months' prior written notice to the other party. Any termination notice given during the Renewal Term shall only be effective for a termination date at the end of a calendar month.

(b) Renewal. This Lease shall automatically renew and continue from year to year (each year a "Renewal Term") on the same terms and conditions as existed immediately prior to the commencement of the Renewal Term, if neither party has given a timely notice of termination as provided in Section 17(a) above.

(c) Holdover. If Tenant continues to occupy the Premises after the termination date specified in a proper notice to terminate as provided in (a) above ("Holdover"), such Holdover shall be deemed a tenancy from month-to-month upon the same terms and conditions as existed immediately prior to the commencement of the Holdover. Either party may terminate such Holdover upon providing a minimum of four (4) months' prior written notice to the other party hereto.

(d) Condition of Premises. At the termination of this Lease, Tenant shall peaceably vacate, deliver, and surrender the Premises and its use of the Common Areas and the Parking Spaces in substantially the same condition as originally accepted, excepting any alterations by Tenant or Landlord, damage by accident, or casualty, condemnation, reasonable wear and tear, and subject to any provisions herein to make repairs and restoration.

(e) Posting of Notice. After a proper notice of termination has been properly given by either party, Landlord may elect to post a notice that the Premises are available for lease. Landlord may show the Premises to prospective tenants only during Tenant's Regular Business Hours, with at least twenty-four (24) hours' prior notice to Tenant and in such a manner so as not to disturb Tenant's operations.

18. **NOTICES.**

(a) To Tenant. Except as provided in § 17(f), all notices to Tenant required or permitted under this Lease shall be given in any manner set out in subsection (c) of this Section 18, to Tenant addressed to:

Division of Real Estate and Facilities Management
Attn: Director
1100 Bank Street, 3rd Floor
Richmond, Virginia 23219

With a copy to:

Virginia State Police
Attn: Capital Outlay Program Director
7700 Midlothian Turnpike
Richmond, Virginia 23261-7472

(b) To Landlord. Other than oral or electronic notices where permitted under this Lease, all notices to Landlord required or permitted under this Lease shall be given in any manner set out in subsection (c) of this Section, to Landlord addressed to:

Lynchburg Regional Airport
Attn: Airport Director
4308 Wards Road
Lynchburg, Virginia 24502

(c) Manner of Delivery. Wherever a notice is required under this Lease, notice shall be deemed to have been duly given if in writing and either: (i) personally served; (ii) delivered by prepaid nationally recognized overnight courier service; (iii) forwarded by Registered or Certified mail, return receipt requested, postage prepaid; or (iv) oral or electronic notice where expressly permitted under this Lease.

(d) Date of Delivery. Each such notice shall be deemed to have been given to, served upon, or received by the party to which such notice is properly addressed on the date the same is (i) delivered to the proper notice address in a manner provided for under Section 18(c), or (ii) delivery is refused.

(e) Change of Address. Each party to this Lease shall notify the other party of a new address at which to mail notices, which notice shall be given in the manner provided above, and unless and until such notice of new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in this Section.

(f) Alternative Methods. Where notice by Tenant is sent by an alternative method, the notice shall be effective if actually received by Landlord, or its appointed agent.

19. **BINDING EFFECT; AMENDMENTS.** Except as set forth below with regard to the approval of the Governor of Virginia, the covenants, agreements, and rights contained in this Lease shall bind and inure to the respective heirs, personal representatives, successors and assigns of Landlord and Tenant. This Lease and all exhibits and attachment hereto, all of which are hereby incorporated herein as a part hereof, constitute the entire, full and complete understanding and agreement between Landlord and Tenant,

and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Lease and shall be null, void and without legal effect. This Lease shall not be effective or binding unless and until signed by all parties and Tenant obtains the recommendation of the Virginia Department of General Services and the approval of the Governor of Virginia, or his designee, as required by the Code § 2.2-1149. No amendment or modification of any of the terms of this Lease shall be binding on Tenant unless in writing and executed by all parties to this Lease with the same formality as this Lease.

20. **DEFAULT.**

(a) Permitted Termination. The termination of this Lease by Tenant or Landlord pursuant to the provisions contained herein shall not be a default hereunder.

(b) Breach; Rights; No Additional Obligations. If either party shall breach any provision of this Lease, the non-breaching party may give written notice thereof to the breaching party. Except as otherwise provided in this Lease, the breaching party shall have thirty (30) days (which shall be extended to the extent reasonably necessary if a cure shall reasonably require more than thirty (30) days, provided the breaching party promptly commences the cure and diligently pursues completion thereof) from the receipt of the notice to cure the breach and, if not so cured (i) in the case of a Landlord breach, Tenant, at its option, may deduct from future Rent or other payments otherwise due to Landlord under the terms of this Lease the costs Tenant incurs in curing Landlord's breach, including curing a breach by Landlord of a failure to pay Tenant any sum of money by making such deduction, and/or Tenant may, at its option, exercise such rights as may exist at law or in equity, and (ii) in the case of a Tenant breach, Landlord may, at its option, exercise such rights as may exist at law or in equity, except that Landlord shall not take possession of the Premises by any self-help remedy. The provisions of this subsection shall not be construed as imposing any additional obligations on the non-breaching party to the extent that this Lease permits the non-breaching party to take certain actions as a result of a breach by the other party.

21. **TELECOMMUNICATIONS EQUIPMENT.** Subject to all applicable federal, state and local laws, including zoning ordinances, and provided that the same does not interfere with any then-existing, similar equipment maintained on the roof of the Building, Tenant, at its sole effort and expense, shall have the right to place upon the roof of the Building one antenna and/or one standard-size telecommunication dish ("Satellite Equipment") as are reasonably necessary or otherwise reasonably desired by Tenant and / or Occupant for the operations of Tenant and / or such Occupant. Any related telecommunications equipment that is not required or otherwise reasonably desired by Tenant and / or Occupant to be located on the roof shall be placed within the Premises. Prior to any such installation, the specifications and location of the Satellite Equipment shall be subject to Landlord's reasonable approval, which Landlord shall not unreasonably withhold, condition or delay. Landlord may establish reasonable rules relating to the positioning of such Satellite Equipment on the roof, as well as the manner

of installation thereof so as to not interfere with the structural integrity of the roof or the rights of then current Building tenants. Tenant shall be responsible to assure that the installation, maintenance, operation and removal of such Satellite Equipment (a) complies with all laws, rules and regulations applicable thereto and (b) will not interfere with or adversely affect the operation of any other then current tenant, including any electrical or mechanical equipment thereof, located within the Building, and Tenant agrees to repair any damage to the Building associated solely and directly with the installation, maintenance or removal of the Satellite Equipment. There shall be no additional Lease costs or Rent associated with such rooftop rights. In the event that any Satellite Equipment is not removed by Tenant within ninety (90) days after the expiration or any termination of this Lease, then Landlord, at Landlord's option, shall (i) become the rightful owner of such Satellite Equipment, and Tenant shall execute reasonable necessary documentation to evidence the conveyance of such Satellite Equipment to Landlord, or (ii) Landlord shall be entitled to remove such Satellite Equipment at Tenant's sole reasonable cost and expense – which shall be paid by Tenant within thirty (30) days of a written demand for such costs and expenses. To the extent any Occupant shall have a need for Satellite Equipment, Landlord will make available to Tenant a conduit from the portion of the Premises occupied by such Occupant to the roof to install wiring and related equipment necessary to connect such Satellite Equipment on the roof with the occupied space. If such conduit does not exist, the reasonable cost of installation shall be reimbursed by Tenant promptly upon submission by Landlord of an invoice therefor. The provisions of this paragraph relating to the removal of the Satellite Equipment shall survive the expiration of the Term of this Lease or any termination of this Lease. The maintenance and repair responsibilities of such Satellite Equipment shall be exclusively with Tenant.

22. **PRESUMPTIONS.** No presumption shall be created in favor of or against any of the parties to this Lease with respect to the interpretation of any term or provision of this Lease due to the fact that this Lease, or any part hereof, was prepared by or on behalf of one of the parties hereto, as may be evidenced by the disclosure on the face of this Deed of Lease made pursuant to the Code § 17.1-223.

23. **ASSIGNMENT.** Tenant may not assign this Lease, or sublet the Premises, without the written consent of Landlord, which consent shall not be unreasonably withheld or delayed, except that Tenant may assign this Lease to any other agency or institution of the Commonwealth of Virginia without Landlord's consent, pursuant to the terms of Sections 2 and 12.

24. **FAA AIRPORTS CONTRACT PROVISION GUIDELINES**. The "FAA Airports Contract Provision Guidelines" attached hereto as <u>Exhibit E</u> are incorporated by reference herein and made a part of this Lease. Tenant and its agents and employees shall abide by guidelines as may be promulgated from time to time by the Federal Aviation Administration for the operation and maintenance of the Airport, provided that the same are in conformity with common practice and usage in similar facilities and are not inconsistent with the provisions of this Lease.

25. **LYNCHBURG REGIONAL AIRPORT MINIMUM STANDARDS FOR AERONAUTICAL SERVICES OR ACTIVITIES.** The "Lynchburg Airport Minimum Standards" attached hereto as Exhibit F are incorporated by reference herein and made a part of this Lease. Tenant and its agents and employees shall abide by the guidelines as promulgated by the Lynchburg Regional Airport, provided that the same are in conformity with common practice and usage in similar facilities and are not inconsistent with the provisions of this Lease. Landlord shall provide to Tenant a copy of the revised guidelines which shall not be binding unless approved by the Office of the Virginia Attorney General.

26. **NOVATION OF PRIOR LEASE.** The parties acknowledge that a certain prior Deed of Lease, relating to the Premises dated August 14, 2001 (the "Prior Lease"), is currently in an automatic one-year renewal term that is scheduled to terminate on March 26, 2025. The parties agree that the Prior Lease shall automatically terminate on the Commencement Date and that the Prior Lease shall thereupon be of no further force or effect.

27. **HEADINGS.** The headings of the sections of this Lease are inserted for convenience only and do not substantively alter, modify, or amend the provisions that follow such headings.

28. **COUNTERPARTS**. This Lease may be executed on one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same document. The execution of this Lease at different times and in different places by the parties hereto shall not affect the validity of this Lease.

29. **ENVIRONMENTAL**. Tenant agrees that the Premises will not be used for disposal of hazardous or toxic materials. Tenant shall not dispose of hazardous substances, hazardous waste, hazardous materials, and/or toxic substances as defined under any Federal, State or Local laws and regulations.

30. **COMPLIANCE WITH LAWS**. Tenant agrees all laws and regulations promulgated under any Federal, State, or Local laws affecting the use of the Premises will be complied with when applicable. Tenant shall obtain and maintain all required Local, State, and Federal permits, licenses, approvals, and the like concerning its operations and use of the Premises.

31. **USE OF PREMISES AT TENANT'S OWN RISK.** Intentionally Omitted.

32. **COVENANT OF NON-DISCRIMINATION**. Tenant 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 the Premises.

34. **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. The sole parties to this Lease are the Tenant and Landlord.

35. **INDEPENDENT ENTITIES**. Nothing contained in this Lease shall be construed as or deemed to make either Landlord or Tenant the agent, partner, or joint venture of the other, except as may otherwise be provided in this Lease. Unless specifically provided in this Lease, nothing contained in this Lease shall give Tenant any authority to represent Landlord before any court or governmental or regulatory agency without the express prior written authorization of Landlord. Unless otherwise provided in this Lease, neither Landlord nor Tenant 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, Tenant is and shall be acting as an independent contractor, responsible to all parties for its acts and omissions, and Landlord shall not be liable for the same.

36. **RESERVATION OF RIGHTS**. Subject to Section 5(a) herein, it is distinctively understood that all privileges, rights, interests, and uses of the Premises, the Common Areas, and the Parking Spaces, except to the extent herein allowed, are expressly reserved by Landlord to use at its discretion.

37. **REMEDIES NOT EXCLUSIVE**. Unless otherwise limited by way of this Lease, 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.

38. **SEVERABILITY**. In the event any provision, or portion thereof, of this Lease shall be construed to be invalid or unenforceable by a court of competent jurisdiction or by the parties, then the remaining portions of this Lease shall remain in full force and effect.

39. **APPROVAL BY CITY COUNCIL**. It is understood by Landlord and Tenant that this Lease is conditioned upon the approval of the Lynchburg City Council. Assignments, modifications, and/or amendments to this Lease will NOT require approval of the Lynchburg City Council.

40. **WAIVER**. No rights or obligations of this Lease will be deemed waived except by a specific written waiver executed by both Landlord and Tenant.

41. **NON-APPROPRIATION BY CITY**. Notwithstanding any other provision in this Lease to the contrary, if the Lynchburg City Council fails to appropriate funds determined by the City Manager and the Airport Director of the Lynchburg Regional Airport to be necessary for the continuation of this Lease, then this Lease may be unilaterally terminated by Landlord with thirty (30) days' written notice to Tenant. Upon the said termination taking effect and the Tenant/Occupant(s) vacating and surrendering the Premises, Common Areas, and the Parking Spaces to Landlord, neither party to this Lease will have any further obligation to the other in relation to this Lease.

42. **ADDITIONAL PROVISIONS.** This Lease is subject to the following terms, conditions, modifications, additions and/or deletions provided in the following designated attachments and exhibits, all of which are hereby incorporated into this Lease as a part hereof:

Attachments:	A	General Terms and Conditions for Work to be Performed by Landlord
Exhibits:	A.	Lynchburg Regional Airport Layout
	A-1.	Sketch of the Premises
	B.	Subordination, Non-Disturbance and Attornment Agreement
	C.	Sample W9_COVASubstitue
	D.	Notices
	E.	FAA Airports Contract Provision Guidelines
	F.	Lynchburg Airport Minimum Standards

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals.

LANDLORD: CITY OF LYNCHBURG
a Virginia municipal corporation

By: ______________________________

Wynter C. Benda
Title: City Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF __________________, to wit:

The foregoing Deed of Lease was acknowledged before me this ______day of ________________, 2024 by Wynter C. Benda acting in his capacity as City Manager of the City of Lynchburg, a Virginia municipal corporation, on behalf of the municipal corporation.

My commission expires: _______________
Registration No. ___________

____
Notary Public

[Signatures continue on following pages.]

TENANT: COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES

By: ______________________________________
Title: ______________________________________

COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND, to wit:

The foregoing Deed of Lease was acknowledged before me this ______day of ___________________, 2024 by Michael Bisogno acting in his capacity as Acting Director of the Commonwealth of Virginia, Department of General Services, on behalf of the agency.

My commission expires: ________________
Registration No. ____________

____
Notary Public

[Signatures continue on following page.]

RECOMMEND APPROVAL:

DEPARTMENT OF GENERAL SERVICES

By: ______________________________
Director

APPROVED BY THE GOVERNOR:

Pursuant to § 2.2-1149 of the Code of Virginia (1950), as amended, and as the official designee of the Governor of Virginia, as authorized and designated by Executive Order 88 (01) dated December 21, 2001, I hereby approve the acquisition of the Premises pursuant to this Deed of Lease for and on behalf of the Governor of Virginia.

____
Secretary of Administration Date

[End of signature pages.]

Exhibit A

SKETCH OF AIRPORT

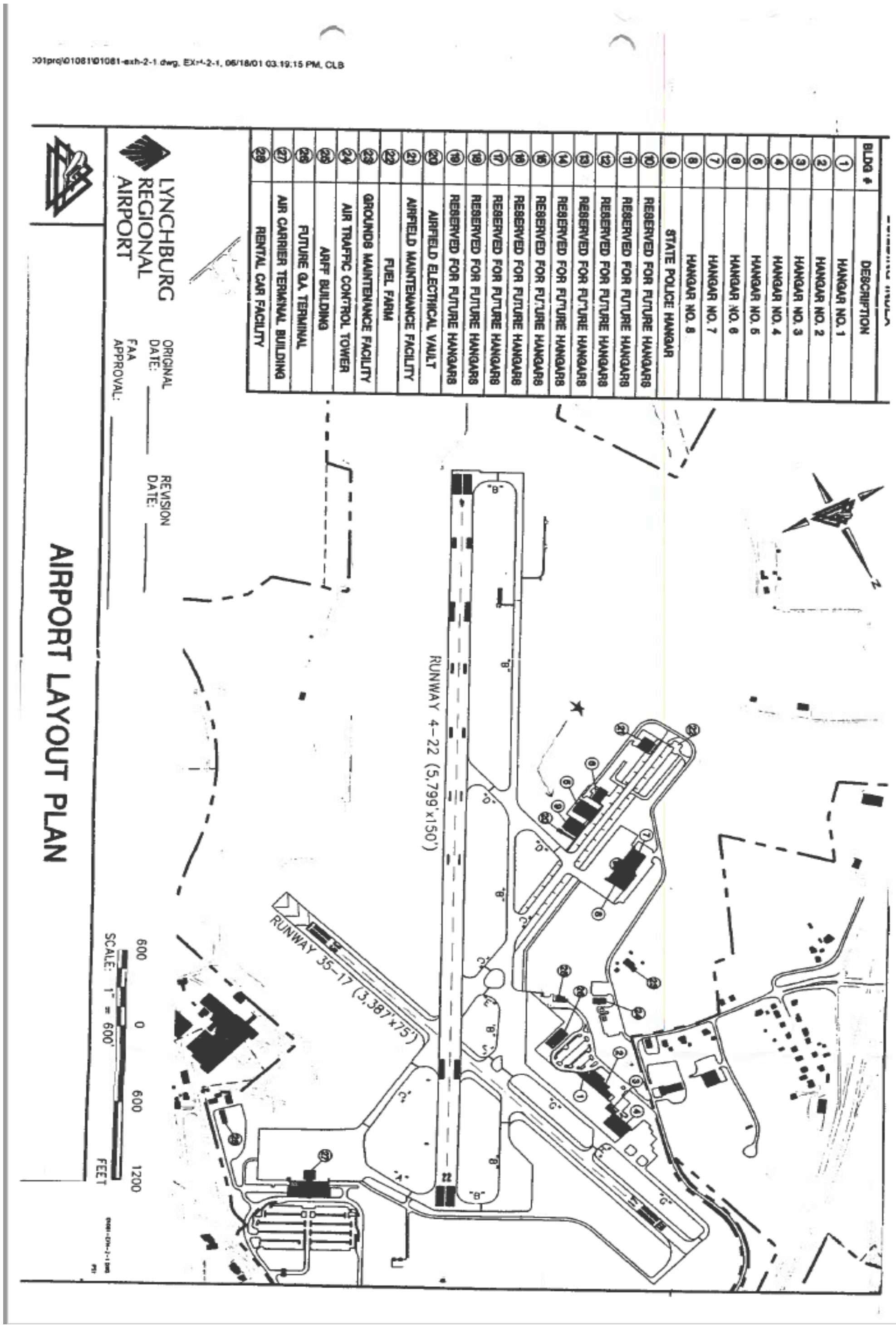


Exhibit A-1

SKETCH OF THE PREMISES

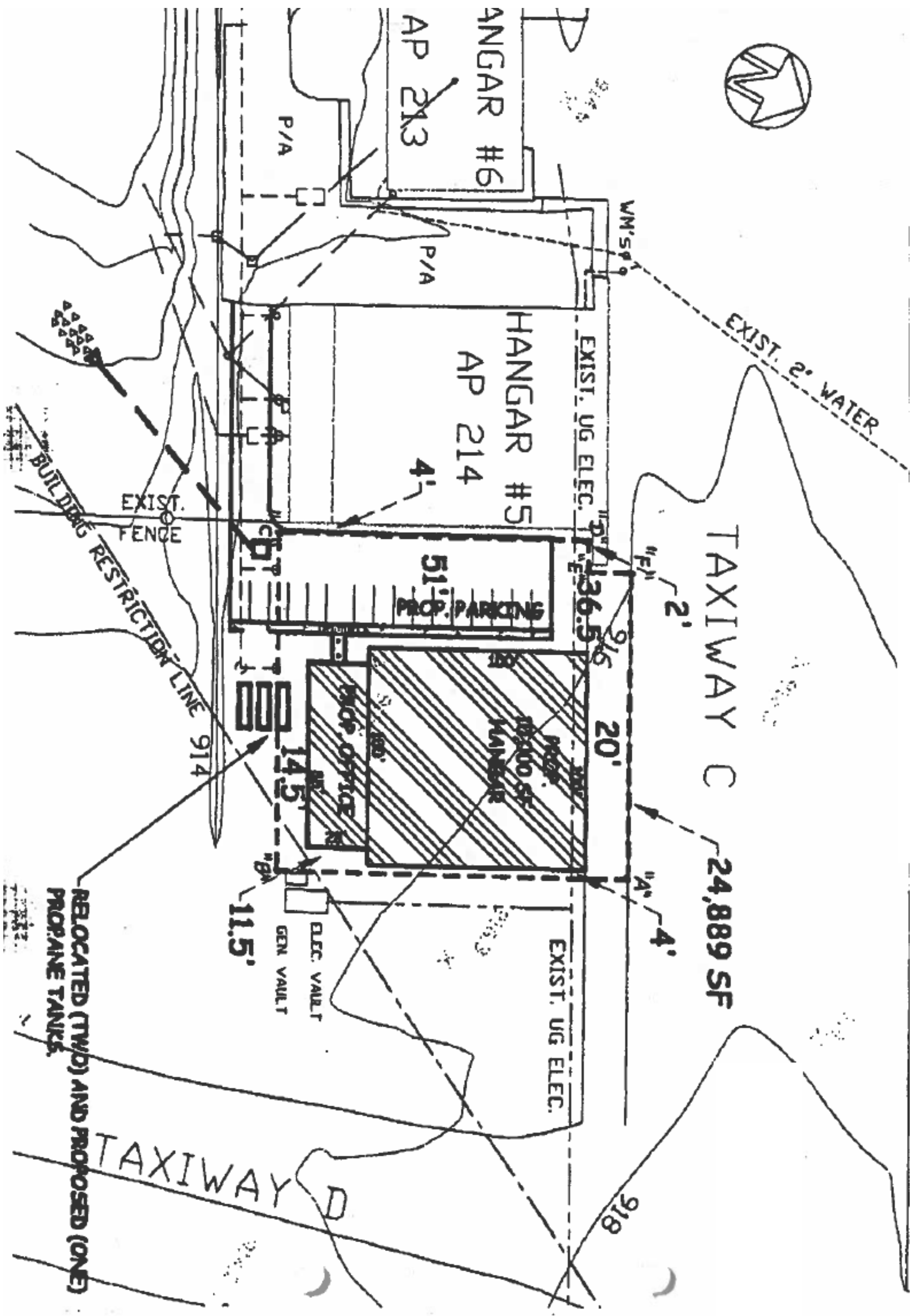


Exhibit B

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made effective as of the __ day of ________, _____, by and among _______________ ("Lender"), ____________________ ("Landlord"), and ____ ("Tenant").

R E C I T A L S

WHEREAS, By Deed of Lease dated ________________________ between Landlord and Tenant ("Lease"), Landlord leased to Tenant certain premises located in ________________ ______, situated in the ______________________________, Virginia ("Premises"), which are more particularly described in said Lease.

WHEREAS, Lender is the owner and holder of indebtedness secured by a Deed of Trust dated ____________, 20__, which constitutes a lien against the Premises ("Deed of Trust"); and

WHEREAS, Tenant has agreed to subordinate the above-referenced Lease to the Deed of Trust, upon the terms and conditions stated in this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of their mutual promises, Lender, Landlord, and Tenant agree as follows:

1. Subordination. The Lease and all renewals, modifications, and extensions of the Lease are subject and subordinate to the Deed of Trust and all renewals, modifications, and extensions of the Deed of Trust.

2. Attornment. Tenant agrees to attorn to the Lender if Lender acquires title to the Premises at a foreclosure sale under the Deed of Trust, pursuant to a deed-in-lieu of foreclosure, or otherwise (each a "Foreclosure Event"), or to any third party who acquires title to the Premises pursuant to a Foreclosure Event ("Third Party Purchaser"), in each case under all of the terms, conditions, and covenants of the Lease; provided that:

   a. Tenant shall be under no obligation to pay any rent or render any performance to the Lender or any Third Party Purchaser until it has received notice (in the manner provided in the Lease) of its obligation to do so from the party entitled to such payment or performance, together with a copy of such party's deed, title insurance policy or other such satisfactory evidence of title;

b. The Lender or Third Party Purchaser must assume all obligations of the Landlord under the Lease, which is incorporated in this Agreement by reference, from the date the Lender or Third Party Purchaser acquires title to the Premises, and the Lease will continue in full force and effect as a direct lease between Lender (or Third Party Purchaser, if applicable) and Tenant, under the terms, covenants and conditions of the Lease, for the remainder of the Lease term;

c. Such attornment shall be automatic and self-operative, requiring no further action or documentation on the part of Lender, Landlord, or Tenant; and

d. To the extent a Third Party Purchaser acquires the Premises or if Lender assigns or transfers its interest in the Loan Documents (as defined below) or the Premises, all obligations and liabilities of Lender under this Agreement shall terminate and be the responsibility of the Third Party Purchaser or other party to whom Lender’s interest is assigned or transferred.

3. Payment of Rent to Lender. If Lender becomes a mortgagee in possession of the Premises or exercises its rights under the loan documents securing its loan to the Landlord to have rental payments made directly to Lender without taking possession of the Premises, Tenant agrees to make all payments of rent directly to Lender upon Lender's written instructions to Tenant. If and to the extent that Lender demands and receives any such payments from Tenant:

a. Landlord agrees that Tenant may rely upon such written instructions of Lender and need not obtain other confirmation of Lender's right and authority to receive such payments;

b. Landlord, to the extent of such rental payments, releases and discharges Tenant from liability under the Lease for such payments, to the same extent as if they had been made to Landlord; and

c. Landlord agrees to look solely to Lender for recovery of any such payments made by Tenant in the event Landlord disputes Lender's right to receive such payments.

4. Non-Disturbance. The Lender agrees that so long as Tenant is not in default under the Lease, or any extension or renewal thereof, beyond any applicable cure periods:

a. The Tenant's quiet enjoyment, use, occupancy and possession of the Premises and its rights and privileges under the Lease or any extension or renewal thereof, will not be diminished or interfered with and its occupancy of the Premises will not be disturbed if Lender or Third Party Purchaser acquires title to the Premises via a Foreclosure Event; and

b. Tenant will not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Deed of Trust, or the enforcement of any rights of Lender under the Deed of Trust, unless required by law.

5. Tenant Fixtures, Alterations and Improvements. Lender agrees that the lien of the Deed of Trust shall not cover any of Tenant's fixtures, alterations or improvements to the Premises which Tenant, under the terms of the Lease, is permitted to remove from the Premises.

6. Lender's Right to Cure Landlord Defaults. So long as the premises are subject to the lien of the Deed of Trust, Tenant shall, if so required by the Lease, give Lender duplicate notice of any claimed default on the part of the Landlord under the Lease, in the manner provided by the Lease, at the address set forth in this Agreement. If not so required by the Lease, Tenant shall, as a courtesy to Lender and not as a requirement hereunder, endeavor to give Lender the notice as aforesaid, but Tenant shall not be liable to Lender for any failure to give any such notice. Tenant consents to Lender curing any default by Landlord, during the identical time period that Landlord could so cure; provided, however, that such consent shall not be construed to create and does not create any obligation by Tenant to give notice of default to Lender beyond any such obligation set out in the Lease.

7. Tenant's Right to Cure Landlord Defaults. So long as the premises are subject to the lien of the Deed of Trust, Lender shall give Tenant duplicate notice of any claimed breach or default by Landlord under the Deed of Trust or other documents evidencing, securing and/or otherwise pertaining to the Deed of Trust ("Loan Documents"), at the address set forth in this Agreement. Lender agrees that Tenant shall have the right, but not the obligation, to cure any breach or default specified in such notice within such period of time given to Landlord under the Deed of Trust or Loan Documents. Landlord consents to Tenant curing any such default by Landlord, during the identical time period provided by Lender to Landlord for such cure.

8. Notices. All notices required or permitted by the terms of this Agreement shall be deemed given by mailing such notice by certified U.S. mail, postage prepaid, return receipt requested, to each party and such notices shall be addressed as set forth below. A party may change the address to which notices must be sent only by giving notice to the other parties in accordance with this Paragraph. The initial notice address for each party is as follows:

If to Lender: __________________________

If to Tenant: __________________________

If to Landlord: __________________________

9. Interpretation and Effect. This Agreement:

a. shall remain in effect at all times during the Lease or any extension or renewal thereof, notwithstanding any default or Foreclosure Event;

b. shall be governed, enforced, and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles, and any legal action against the Commonwealth of Virginia or Tenant shall be instituted and maintained only in the courts of the Commonwealth of Virginia situated in the City of Richmond, Virginia;

c. binds the parties and their successors and assigns, and the covenants contained in this Agreement shall be covenants running with the land and bind all successors in title to the Premises; and

d. may not be modified except by a writing executed by the parties or their respective successors in interest.

10. Additional Terms. This agreement, or any errors or omissions herein, shall not operate as an estoppel against either the Commonwealth of Virginia or the Tenant, shall not form or provide any basis for liability against the Commonwealth of Virginia or the Tenant, and shall not operate as a waiver of any rights, claims or defenses that may be available to the Commonwealth of Virginia or Tenant either at this time or in the future. Without limiting any of the foregoing, no provision, covenant or agreement contained in this Agreement shall be deemed in any manner to be a waiver of the sovereign immunity of the Commonwealth of Virginia or Tenant from tort or other liability.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, all as of the date first stated above.

Tenant:

By:____

Name: ____

Title: ____

COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this __ day of___________, 20__, by __________________________ as ______________________ for ____, in my jurisdiction aforesaid.

My commission expires: ___________________________________

_____________________________ _____________________________________

Registration Number Notary Public

Lender:

By:_______________________________

Name: ______________________________

Title: _____________________________________

STATE OF___________________________

CITY/COUNTY ____________________________

The foregoing instrument was acknowledged before me this __ day of___________, 20__, by __________________________ as ______________________ for ____, in my jurisdiction aforesaid.

My commission expires:____

_____________________________ _____________________________________

Registration Number Notary Public

Landlord:

By:___________________________________
Name: ________________________________
Title: _______________________________________

STATE OF ____________________________
COUNTY OF __________________________

The foregoing instrument was acknowledged before me this __ day of____________, 20__, by __________________________ as _______________________ for ____, in my jurisdiction aforesaid.

My commission expires: ____

________________________________ Registration Number

________________________________ Notary Public

Exhibit C

W-9 COVA SUBSTITUTE FORM

Completion Information:

In order for a vendor (Landlord) to do business with the Commonwealth and to receive payment from the Commonwealth, the vendor *must be* set up in CARDINAL, the Commonwealth's statewide accounting system.

To be set up in CARDINAL, a vendor is required to complete and return the Commonwealth of Virginia Substitute W-9 form ("W-9 COVA Substitute Form"), a sample of which is included herein. This W-9 COVA Substitute Form is different from the IRS W-9 form. The IRS has allowed the Commonwealth the opportunity to create a substitute W-9 and require use of such substitute form.

When completing the W-9 COVA Substitute Form:

- Make sure that the EIN or social security number provided is identical to that which is used to file the associated tax return (box 1). The Commonwealth performs a cross check of the EIN or social security number provided with tax records and if the numbers do not match the W-9 COVA Substitute Form is returned.

- Close attention should be paid to the information to be completed in the "remittance address" box. The information provided in this box should be the remittance NAME and remittance ADDRESS of to whom the payments (Rent) are to be payable and to where the business payments (Rent) are to be received.

Form **W-9**
Commonwealth Of Virginia Substitute W-9 Form Revised July 2014

Request for Taxpayer Identification Number and Certification

Section 1 - Taxpayer Identification

☐ **Social Security Number (SSN)**

☐ **Employer Identification Number (EIN)**

_ _ _ _ _ _ _ _ _

Please select the appropriate Taxpayer Identification Number (EIN or SSN) type and enter your 9 digit ID number. The EIN or SSN provided must match the name given on the "Legal Name" line to avoid backup withholding. If you do not have a Tax ID number, please reference "Specific Instructions - Section 1." If the account is in more than one name, provide the name of the individual who is recognized with the IRS as the responsible party.

Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions)

_ _ _ _ _ _ _ _ _

Legal Name:	
Business Name:	

Entity Type		Entity Classification		Exemptions (see instructions)
☐ Individual	☐ Corporation	☐ Professional Services	☐ Medical Services	Exempt payee code (if any):
☐ Sole Proprietorship	☐ S-Corporation	☐ Political Subdivision	☐ Legal Services	(from backup withholding)
☐ Partnership	☐ C-Corporation	☐ Real Estate Agent	☐ Joint Venture	________
☐ Trust	☐ Disregarded Entity	☐ VA Local Government	☐ Tax Exempt Organization	Exemption from FATCA reporting code (if any):
☐ Estate	☐ Limited Liability Company	☐ Federal Government	☐ OTH Government	
☐ Government	☐ Partnership	☐ VA State Agency	☐ Other	________
☐ Non-Profit	☐ Corporation			

Contact Information

Legal Address:	Name:	
	Email Address:	
City: State : Zip Code:	Business Phone:	
Remittance Address:	Fax Number:	
	Mobile Phone:	
City: State : Zip Code:	Alternate Phone:	

Section 2 - Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See instructions titled Certification

Printed Name:		
Authorized U.S. Signature:		Date:

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9.* Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. *Article 20 of the U.S.-China income tax treaty allows an exemption* from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see Section 2 Certification – Page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requestor of Form W-9 for more information.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requestor of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Section 1 -Taxpayer Identification

Check the appropriate Tax Identification Number (TIN) type. Enter your EIN/SSN in the space provided. If you are a resident alien and you do not have and /or are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site **www.irs.gov**.

If you do not have a TIN, apply for a TIN immediately, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester. **Note:** *Writing "Applied For" means that you have already applied for a TIN* ***or*** *that you intend to apply for one soon.*

Enter the TIN which coincides with the 'Legal Name' provided on the form.

a. If you are an individual, check the "Social Security Number (SSN)" box and enter the SSN.
b. If you are a Grantor or Revocable Trust, check the "Social Security Number (SSN)" box and enter the SSN of the Grantor.
c. If you are a Resident Alien, check the "Social Security Number (SSN)" box and enter your SSN or your ITIN (IRS Individual Taxpayer Identification Number).
d. If you are a Sole Proprietor, check the "Social Security Number (SSN)" box and enter the SSN of the sole proprietor.
e. If you are a Single-Member LLC that is disregarded as an entity, check the "Social Security Number (SSN)" box and enter the member's SSN.

Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

Vendors are requested to enter their **Dunn and Bradstreet Universal Numbering System** (DUNS), if applicable. See number requirement below.

Dunn and Bradstreet Universal Numbering System (DUNS) number requirement . The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at www.ccr.gov . Any entity that does not have a DUNS number can apply for one on-line at http://www.dnb.com/us/ under the DNB D-U-N Number Tab.

Legal Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name. If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form. If you are using a name other than that which is listed on a Social Security Card, please enter the legal entity name **as filed with the IRS**. In general, enter the name shown on your income tax return. Do not enter a Disregarded Entity Name on this line.

Business Name. Business, Disregarded Entity, trade, or DBA ("doing business as") name.

Entity Type. Select the appropriate entity type.

Individual. If you are an individual, you must generally enter the name shown on your income tax return.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Legal Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business Name" line.

Partnership. A partnership is an entity reflecting a relationship existing between two or more persons who join to carry on a trade or business. Enter the partnerships entity's name on the "Legal Name" line. This name should match the name shown on the legal document creating the entity. You may enter your business, trade, or "doing business as (DBA) name on the "Business Name" line.

Trust. A legal entity that acts as fiduciary, agent or trustee on behalf of a person or business entity for the purpose of administration, management and the eventual transfer of assets to a beneficial party. Enter the name of the legal entity on the "Legal Name" line.

Estate. A separate legal entity created under state law solely to transfer property from one party to another. The entity is separated by law from both the grantor and the beneficiaries. Enter the name of the legal entity on the "Legal Name" line.

Government. The Government of any State, any Political Subdivision of any State, any Agency or Instrumentality of a State or of a Political Subdivision of a State.

Non-Profit. An organization that is organized and operated exclusively for exempt purposes and none of its earnings may inure to any private shareholder or individual.

Corporation. A company recognized by law as a single body with its own powers and liabilities, separate from those of the individual members. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

S-Corporation. A corporation that is taxed like a partnership: a corporation in which five or fewer people own at least half the stock. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

C-Corporation. A business that is taxed as a separate entity: a business taxed under Subchapter C of the Internal Revenue Code and legally distinct from its owners. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

Limited liability Company (LLC). An LLC with at least two members is classified as a partnership for federal income tax purposes unless it files Form 8832 and affirmatively elects to be treated as a corporation. Enter the name of the partnership or corporation. An LLC with only one member is treated as an entity disregarded as separate from its owner for income tax purposes (but as a separate entity for purposes of employment tax and certain excise taxes), unless it files Form 8832 and affirmatively elects to be treated as a corporation. If you are a single-member LLC (including a foreign LLC with a domestic owner) that is **disregarded** as an entity separate from its owner, **enter the owner's name on the "Legal Name" line. Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Entity Classification. Select the appropriate classification type.

Contact Information. Enter your contact information.

Enter your **Legal Address**. Enter your **Remittance Address**. A **Remittance Address** is the location in which you or your entity receives business payments.

Enter your **Business Phone Number.** Enter your **Mobile Phone Number**, if applicable. Enter your **Fax Number**, if applicable. Enter your **Email Address.**

For clarification on IRS Guidelines, see www.irs.gov.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:
1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2 - The United States or any of its agencies or instrumentalities
3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
5 - A corporation
6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7 - A futures commission merchant registered with the Commodity Futures Trading Commission
8 - A real estate investment trust
9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
10- A common trust fund operated by a bank under section 584(a)
11 - A financial institution
12 - A middleman known in the investment community as a nominee or custodian
13 - A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for. . .	THEN the payment is exempt for. .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1]See Form 1099-MISC, Miscellaneous Income, and its instructions.
[2]However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B - The United States or any of its agencies or instrumentalities
C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G - A real estate investment trust
H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I - A common trust fund as defined in section 584(a)
J - A bank as defined in section 581
K - A broker
L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

Section 2 - Certification

To establish to the paying agent that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on Form W-9. You are being requested to sign by the Commonwealth of Virginia.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

Submission:

Commonwealth Vendor Group
Post Office Box 1971
Richmond, VA 23218-1971
CVG@doa.virginia.gov
804.823.2701 (fax)

Exhibit D

NOTICES

NOTICE

FIREARMS AND EXPLOSIVE MATERIAL PROHIBITED

It is unlawful for any person to carry any firearm or explosive material within the Capitol of Virginia, Capitol Square and the surrounding area, any building owned or leased by the Commonwealth or any agency thereof, or any office where employees of the Commonwealth or any agency thereof are regularly present for the purpose of performing their official duties.

SCAN FOR TRANSLATION

Code 18.2-283.2 effective July 1, 2021

A violation of 18.2-283.2 is punishable as a Class 1 misdemeanor and any firearm or explosive material carried in violation of 18.2-283.2 is subject to seizure by a law enforcement officer.

Exhibit E

FAA AIRPORTS CONTRACT PROVISION GUIDELINES

Exhibit F

LYNCHBURG AIRPORT MINIMUM STANDARDS

https://flylyh.com/wp-content/uploads/2024/02/LYH.Min-Stnds.-Dec-6-2017-FINAL-As-Approved-7-18-PDF.pdf

AGENDA ITEM SUMMARY

MEETING DATE	PRESENTED BY
June 11, 2024	Alicia Finney, Clerk of Council

AGENDA ITEM # IV.6

Boards and Commissions Quarterly Reporting

RECOMMENDATION

Review upcoming June and August appointments and any outstanding vacancies to Council-appointed boards and commissions.

SUMMARY

The following volunteer opportunities either currently exist or are upcoming:

- Historic Preservation Commission
- City Employee Appeals Board
- Martin Luther King, Jr./Lynchburg Community Council
- Museum Advisory Board
- Board of Zoning Appeals
- Economic Development Authority
- Central VA Alcohol Safety Action Plan
- Greater Lynchburg Transit Company

Interested candidates are encouraged to apply by completing our online application at https://lynchburg.seamlessdocs.com/f/boardsandcommissions. Applications will be taken through Friday, June 21, 2024, and will be kept on file for one year for any future Council consideration unless advised otherwise by the applicant.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

N/A

CONTACT(S)

Alicia Finney, Clerk of Council

ATTACHMENT(S)

1. Boards and Commissions_BIB_Q2

REVIEWED BY

Alicia L. Finney

Alicia Finney, Clerk of Council

Date: June 06, 2024

BOARDS AND COMMISSIONS QUARTERLY REPORTING

June 11, 2024

VOLUNTEER OPPORTUNITIES

Historic Preservation Commission
City Employee Appeals Board
Martin Luther King, Jr./Lynchburg Community Council
Museum Advisory Board
Board of Zoning Appeals
Economic Development Authority
Central VA Alcohol Safety Action Plan
Greater Lynchburg Transit Company

THE CITY OF LYNCHBURG

Name	No. of Terms Served	Term Expiration Date
Gerry Sherayko (Ward 4)	1	6/30/2024
Julie Arrington (Ward 2)	1	6/30/2024
Emmett Lifsey (Ward 1)	2	6/30/2024
Michael Erquiaga (Ward 2)	2	6/30/2024
Tracey Langseth (Ward 1)	2	6/30/2025
Shanda Horner (Ward 4)	3	6/30/2025
Peter Alexander (Ward 1)	1	6/30/2026

HISTORIC PRESERVATION COMMISSION

- 3rd Monday monthly at 4:00pm City Hall, 2nd Floor Training Room
- The role of the HPC is to administer the City's historic districts ordinance and to provide professional assistance and guidance to property owners in achieving appropriate alterations to their historic properties.
- Can serve up to three (3) consecutive 3-year terms
- Opportunities:
  - Four (4) Reappointments

CITY EMPLOYEE APPEALS BOARD

Name	No. of Terms Served	Term Expiration Date
Stephanie Berkland (Ward 3)	1	06/30/2024
Stuart Whetsell (Ward 1)	1	06/30/2024
Deborah Power (Ward 3)	1	06/30/2025
Kraig Cole (Ward 4)	2	06/30/2025

- Meets as-needed
- Resolves any Step IV Grievance as provided for by the City's Employee Grievance Procedure.
- Can serve up to three (3) consecutive 3-year terms
- Opportunities:
  - Two (2) Reappointments

MARTIN LUTHER KING, JR./LYNCHBURG COMMUNITY COUNCIL

Name	No. of Terms Served	Term Expiration Date
Dale Reed (Ward 1)	1	06/30/2024
Brenda Farmer (Ward 2)	1	06/30/2024
Sharon Brown (Ward 2)	2	06/30/2024
Vivian Miller (Ward 3)	2	06/30/2024
Beth White (Ward 3)	1	06/30/2025
Owen Cardwell (Ward 4)	1	06/30/2025
VACANT		

- Meets monthly (Sept – July), at 5:30pm at the Main Library
- Recommends appropriate community observances around the national holiday honoring Dr. King.
- Can serve up to two (2) consecutive 3-year terms
- Opportunities:
  - Three (3) reappointments
  - One (1) upcoming vacancy
  - One (1) current vacancy

MUSEUM ADVISORY BOARD

Name	No. of Terms Served	Term Expiration Date
Joseph Krakora (Ward 1)	1	06/30/2024
Lisa Beverly (Ward 2)	1	06/30/2024
Ramona Battle (Ward 4)	2	06/30/2024
Mark Poole (Bedford)	1	06/30/2025
Cynthia Fein (Ward 2)	2	06/30/2025
Marjorie Freeman (Ward 4)	3	06/30/2025
Douglas Lee (Ward 1)	2	06/30/2025
Joseph Morrell (Bedford)	3	06/30/2025
Clifton Potter (Ward 4)	2	06/30/2025
Laura Crumbley (Bedford)	2	06/30/2026
Michelline Hall (Ward 2)	2	06/30/2026
Hermina Hendricks (Ward 4)	2	06/30/2026
Todd Leap (Ward 1)	2	06/30/2026
Lisa Richards (Ward 1)	1	06/30/2026
Jessica Watts (Ward 4)	2	06/30/2026

- Meets the 3rd Wed of Jan, March, May, July, Sept, and Nov at 4:00pm at the Museum
- Assists in planning activities for the Lynchburg Museum System and Point of Honor, guides museum programs within the budget, and coordinates fundraising efforts through the Lynchburg Museum Foundation.
- Can serve up to three (3) consecutive 3-year terms
- Opportunities:
  - Three (3) reappointments

Name	No. of Terms Served	Term Expiration Date
Patricia Mosby (Ward 2)	1	06/30/2024
Georgeann Snead (Ward 1)	2	06/30/2024
Kim Soerensen (Ward 1)	1	06/30/2025
Richard Tugman (Ward 4)	2	06/30/2025
Sean Huyett (Ward 1)	1	06/30/2026
Sackett Woods (Ward 4)	1	06/30/2026
John Stone (Ward 2)	3	06/30/2027

ECONOMIC DEVELOPMENT AUTHORITY

- Meets the 3rd Thursday of each month at 8:30am in City Hall, Economic Development office
- Assists in promoting industry and developing trade in the area through financial assistance to new and existing industries.
- Can serve up to four (4) consecutive 3-year terms
- Opportunities:
  - Two (2) reappointments

BOARD OF ZONING APPEALS

Name	No. of Terms Served	Term Expiration Date
Mark Smith (Ward 1)	4	06/30/2024
Rebekah Melton (Ward 4)	1	06/30/2027
Donald Doebler (Ward 4)	2	06/30/2027
William Flint (Ward 4)	2	06/30/2027
Paul Feinman	2	06/30/2028

- Meets as-needed
- Hear appeals and make determinations on requests for variances to the Zoning Ordinance.
- 5-year term; no term limit
- Opportunities:
  - One (1) reappointment/upcoming vacancy

Name	No. of Terms Served	Term Expiration Date
Jennipher Lucado (Ward 1)	1	08/31/2024

CENTRAL VA ALCOHOL SAFETY ACTION PLAN

- Meets quarterly at the Central Virginia ASAP office, 2095 Langhorne Road Suite C Lynchburg VA 24501.
- Overseen by the Commission on VASAP and managed by a Policy Board comprised of judges, law enforcement, and citizens. Its mission is to improve highway safety by decreasing the incidence of driving under the influence of alcohol and other drugs.
- The City of Lynchburg is responsible for one citizen appointment.
- Can serve up to three (3) consecutive 3-year terms
- Opportunities:
  - One (1) Reappointment

Name	No. of Terms Served	Term Expiration Date
Randy Woods (Ward 2)	1	10/31/2024
Mary-Winston Deacon (Bedford)	3	10/31/2024
Cameron Howe (Ward 1)	2	10/31/2024
Benjamin Blanks (Ward 2)	2	10/31/2025
Tabatha Sprouse (Amherst County)	1	10/31/2025
Brian Landergan (Ward 4)	2	10/31/2026
Greg Patrick (Deputy City Manager)	2	10/31/2026
Gary Dupriest (Ward 4)	1	10/31/2026
VACANT		

GREATER LYNCHBURG TRANSIT COMPANY

- Meets the 1st Wed of each month at 8:30am at Kemper Street Transfer Center
- Formulates policies and operating procedures and offers general supervision of a professional transit management company providing bus service.
- Can serve up to three (3) consecutive 3-year terms
- Opportunities:
  - One (1) current vacancy

NEXT STEPS

Closed Session Scheduled – June 25, 2024

Collecting applications and resumes through Friday, June 21, 2024

SCAN ME

Alicia L. Finney
CLERK OF COUNCIL
O 434.455.3981
F 434.847.1536
alicia.finney@lynchburgva.gov