



PHYSICAL DEVELOPMENT COMMITTEE City Council Committee

Tuesday, September 10, 2024 | 3:00 PM
2nd Floor Training Room- City Hall
900 Church Street
Lynchburg, VA 24504

AGENDA

- I. **Welcome** *Councilmember Larry Taylor, Chair*
- II. **Information Items**
 - II.1. Interim License Agreement - FIREFLY FIBER BROADBAND
 - II.2. CIP Series - Lynchburg Public Library: A Library for All Citizens Since 1966
 - II.3. CIP Series - Parks & Recreation Aquatics Facilities
- III. **General Business**
- IV. **Roll Call**
- V. **Next Regular Meeting**



AGENDA ITEM SUMMARY

MEETING DATE

September 10, 2024

PRESENTED BY

Lee Newland

AGENDA ITEM # II.1

Interim License Agreement - FIREFLY FIBER BROADBAND

RECOMMENDATION

Consider approving the attached license agreement by adopting the attached proposed Resolution, that Central Virginia Services, Inc. D/B/A Firefly Fiber Broadband (Firefly) is granted a non-exclusive interim license to maintain and operate fiber optic cable for telecommunications purposes. This will go to a Public Hearing on September 24, 2024.

SUMMARY

Firefly has asked to use and be granted a non-exclusive interim license to maintain and operate fiber optic cable for telecommunications purposes within the corporate limits of the City of Lynchburg, Virginia (City).

Staff recommends authorization of the attached license agreement by adopting the attached proposed Resolution to permit Firefly to operate within the City given that the encroachments cause no undue hardship to the City.

PRIOR ACTION(S)

None

FISCAL IMPACT

None

CONTACT(S)

Lee Newland
Gaynelle Hart, Director of Public Works
Gene Williamson, Chief Information Officer

ATTACHMENT(S)

1. Proposed Resolution - Firefly & LYH Interim License Agreement
2. Firefly _ City of Lynchburg Interim License Agreement 8.20.2024

REVIEWED BY

Gaynelle Hart

Gaynelle Hart, Director of Public Works

Date: August 28, 2024

A handwritten signature in dark ink, appearing to read "Gregory Patrick", with a long horizontal stroke extending to the right.

Gregory Patrick, Deputy City Manager

Date: September 05, 2024

A handwritten signature in dark ink, appearing to read "Alicia L. Finney", with a stylized, cursive script.

Alicia Finney, Clerk of Council

Date: September 05, 2024

RESOLUTION:

#R-24-_____

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

1. That CENTRAL VIRGINIA SERVICES, INC. D/B/A FIREFLY FIBER BROADBAND ("Firefly") is granted a non-exclusive interim license to maintain and operate telecommunications facilities within the public rights-of-way and on City-owned property throughout the corporate limits of the City of Lynchburg, Virginia ("City"), as more specifically described in that certain Interim License Agreement, dated August 9, 2024, between the City of Lynchburg and Firefly. Such agreement is expressly incorporated herein by reference.
2. That the City Manager is authorized to execute the said Interim License Agreement on behalf of the City.
3. That this Resolution shall become effective upon its adoption.

Adopted:

Certified: _____
Clerk of Council

INTERIM LICENSE AGREEMENT

THIS INTERIM LICENSE AGREEMENT (this “Interim License”), made and entered into this 9th day of August, 2024, by and between **CENTRAL VIRGINIA SERVICES, INC. D/B/A FIREFLY FIBER BROADBAND**, a company authorized to do business in Virginia (hereinafter referred to as the “Provider”), and the **CITY OF LYNCHBURG, VIRGINIA**, a municipal corporation (hereinafter referred to as the “City”), the Provider and the City each being a “Party” and collectively referred to herein as the “Parties”.

WHEREAS, the Provider has requested that the City allow the Provider to maintain and operate telecommunications facilities in the public rights-of-way and on other City-owned property in the City, hereafter the “Facilities”; and

WHEREAS, the City is currently developing a Rights-of-way Construction and Administration Ordinance (“Rights-of-way Ordinance”) to govern the use of its public rights-of-way by telecommunications providers and other entities, and until such time as the Rights-of-way Ordinance has been adopted, the City and the Provider are entering into this Interim License to allow the Provider to use the public rights-of-way and City-owned property to install, maintain, and operate its Facilities; and

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

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

NOW, THEREFORE, WITNESSETH: that for and in consideration of the mutual promises and covenants herein contained, the Parties mutually agree as follows:

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

1.1 The Provider is permitted to maintain and operate its Facilities within the City. The Provider requests an Interim License from the City to use the public rights-of-way and City-owned property to maintain and operate such Facilities.

1.2 The City hereby agrees to provide non-exclusive access and use of its public rights-of-way and City-owned property to the Provider to maintain and operate its Facilities within the City. Under this Interim License, the Provider may install, operate, maintain, repair, replace, reconstruct, modify, upgrade, remove, and retain in, on, under, upon, across, above, and along (“maintain and operate”) the public rights-of-way and City-owned property within the City, the Facilities, provided that all applicable and required Federal, State, and City permits, including the permits required under Chapter 35 of the City Code, are applied for and granted, all fees are paid, and all other City codes and ordinances in effect now or hereinafter adopted are otherwise complied with.

1.3 If required by the City Engineer, the Provider shall apply to the City’s Engineering Division for a permit to maintain and operate its Facilities in the public rights-of-way and on City-owned property. The application will be processed in accordance with the provisions of Chapter 35 of the City Code. The Provider shall not attach its Facilities to another company’s facilities without the written approval of the City Engineer, which shall not be unreasonably withheld, and the other company.

1.4 The Provider shall not unreasonably interfere with other uses of the public rights-of-way and City-owned property.

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

1.5.1 Prior to the commencement of any construction or alteration of the Facilities in the public rights-of-way and on City-owned property, the Provider shall apply to the City's Department of Public Works for written approval by the City Engineer, which shall not be unreasonably withheld. The Provider's projects for the same will be reviewed by the City's Technical Review Committee (TRC) prior to their approval. If the City's Department of Public Works deems it necessary, the Provider shall supply the same with an engineering study which shall consist, at a minimum, of the completion of the following tasks:

- (a) Secure all available "as built" plans, plats, and other location data indicating the existence and approximate location of the Facilities along the proposed construction route.
- (b) Physically survey and record the location and dimensions of the Facilities along the proposed construction route, which may include, but not be limited to, manholes, valve boxes, utility boxes, posts, and visible street-cut repairs.
- (c) Plot and incorporate the data obtained from the completion of the tasks described in subsections (a) and (b) above on the Provider's proposed system route maps, plan sheets, and computer aided drafting and design files.
- (d) Provide to the City Engineer acceptable plans showing the locations of lines for review by the TRC and documentation in the City's map room.
- (e) Provide to the City Engineer acceptable "as built" plans after completion of the project for documentation in the City's map room and an updated City-wide map showing the location of the existing lines.
- (f) Where requested, provide to the City Engineer acceptable surety, performance, removal and/or other bonds to ensure faithful performance under this Interim License. Alternatively, and at the discretion of the City Engineer, monetary deposits and/or irrevocable letters of credit may be used to satisfy this subsection.

1.6 The Provider shall maintain and operate its Facilities in accordance with industry standards.

1.7 The Provider shall be responsible for any and all costs to maintain and operate its Facilities including, but not limited to: the actually incurred costs borne by the City in relation to this Interim License, the costs of repair and replacement to the public rights-of-way and City-owned property for the Provider to maintain and operate the Facilities, and costs incurred by the Provider in removing or relocating its Facilities when required by the City due to City requirements relating to maintenance and use of the public rights-of-way and City-owned property for City purposes. The Provider agrees that it will be responsible for any damages it causes to the public rights-of-way and City-owned property to maintain and operate its Facilities.

Whenever the City shall determine that it is necessary in connection with the repair, relocation, or improvement of the public rights-of-way and City-owned property, the City may require by written notification that any Facilities of the Provider be removed or relocated. Within sixty (60) days after receipt of such notification, unless the City extends such period for good cause shown, the Provider shall remove or relocate its Facilities to such place and under such terms and conditions as specified by the City. The Provider shall bear all expenses associated with the removal or relocation except that the City will issue, without charge to the Provider, whatever local permits are required for the removal or relocation of the Provider's Facilities. If the Provider does not complete its removal or relocation within sixty (60) days or such other period as authorized by the City, the City may take such actions as is necessary to effect such removal or relocation at the Provider's expense. Further, the Provider will be responsible for any additional costs and expenses incurred by the City as a result of the Provider's failure to remove or relocate its Facilities in a timely manner. All such amounts will be paid to the City within thirty (30) days of a written demand being sent to the Provider.

1.8 Abandoned and Unusable Facilities. Upon expiration of this Interim License, or earlier if the Provider decides to discontinue its operations in the City, the Provider must either:

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

ARTICLE 2. TERM; TERMINATION

The term of this Interim License shall commence at the time it is fully executed and shall continue month-to-month thereafter. Upon the adoption of a Rights-of-way Ordinance by the City, all rights of the Provider under this Interim License shall terminate, however, the Provider may continue to maintain and operate its Facilities in the public rights-of-way and City-owned property consistent with the terms of said ordinance. At that time, it is the intent of the City and the Provider to enter into a Franchise Agreement based upon the Telecommunications Ordinance adopted by the City and the Rights-of-way Ordinance adopted by the City. Except as previously described, ninety (90) days written notice to the non-terminating party shall be required to terminate this Interim License.

ARTICLE 3. TRANSFER OF OWNERSHIP

The Provider shall not sell, transfer, lease, assign, sublet, or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, consolidation, or otherwise, this Interim License or any of the rights or privileges granted by this Interim License, without the prior consent of the City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Provider may, without prior

notice or consent, assign this Interim License to (i) a Provider affiliate, or (ii) to any successor entity upon the merger, reorganization, consolidation or sale of all or substantially all of the Provider's assets associated with the services provided pursuant to this Interim License. For purposes of this section, "affiliate" shall mean a person or entity that directly or indirectly controls, is controlled by, or is under common control with the Provider. Any attempt to assign this Interim License in contravention of this section shall be void and of no force and effect and shall be grounds for termination of this Interim License. The Provider shall promptly notify the City anytime this Interim License is assigned to an affiliate and shall provide the City with the name and contact information of the affiliate and appropriate documentation demonstrating the relationship between the Provider and the affiliate.

ARTICLE 4. COMPENSATION

4.1 During the term of this Interim License, the Provider may be subject to the right-of-way use fees as adopted by the General Assembly and set forth in Section 56-468.1 and Section 56-484.32 of the Code of Virginia, 1950, as amended ("Code of Virginia"). If during the term of this Interim License the Provider is subject to right-of-way use fees in Section 56-468.1 and Section 56-484.32 of the Code of Virginia, the Provider shall pay such fees as provided in Section 56-468.1 and Section 56-484.32 of the Code of Virginia. If Section 56-484.29(B) of the Code of Virginia applies to the Provider's Facilities in the public rights-of-way and/or City-owned property under this Interim License – a right-of-way use fee shall not be applicable. However, if in the future this should change for any reason, then within thirty (30) days of written notice being provided to the Provider by the City, the City and the Provider agree to modify this Interim License to include such right-of-way use fees. Further, in the event any fees are required and applicable to the Provider under the City's Telecommunications Ordinance, the Provider will pay the same as provided in such Ordinance.

4.2 Any fees paid by the Provider under this Interim License shall be sent to:

City of Lynchburg, Virginia
Billings and Collections Division of the Finance Department
900 Church Street
Lynchburg, Virginia 24504

ARTICLE 5. ACCEPTANCE

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

ARTICLE 6. CONFIDENTIAL INFORMATION

To the extent allowed by the Virginia Freedom of Information Act and subject to the requirements of any court order, subpoena, other applicable law, or other legal process, each Party shall preserve the other Party's confidential or proprietary information obtained in the course of the Provider's use of the public rights-of-way and City-owned property hereunder with the same degree of care in protecting its own confidential or proprietary information, however in no event less than reasonable care. The obligations under this Article 6 shall survive termination or expiration of this Interim License. All confidential or proprietary information must be properly marked and a basis given as to why it is deemed confidential or proprietary. Failing to do so will render the same NOT confidential or proprietary information.

ARTICLE 7. INDEMNIFICATION

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

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

ARTICLE 8. INSURANCE

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

(a) Workers' compensation insurance as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employer's liability limit of \$500,000 per accident/disease per employee/disease policy limit.

(b) Commercial general liability insurance based on ISO form CG 00 01 or its equivalent, including coverage for contractual liability and products completed operations liability, with a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate combined single limit for bodily injury, personal injury, and property damage liability, including the City, its officials, and its employees as additional insureds by endorsement with respect to this Interim License.

(c) "All risk" property self-insurance covering not less than the full replacement costs of the City's property in the care, custody or control of the Provider while on a Provider job site and/or doing Provider work/services.

8.2 Certificates of Insurance. The Provider shall, as a material condition of this Interim License, deliver to the City a certificate of insurance evidencing that the above insurance, excluding Worker's Compensation, is in full force and effect prior to this Interim License's effective date. The Provider must give the City ten (10) calendar days advance written notice of any cancellation or nonrenewal of coverage of the insurance required herein that is not replaced. In the event of such cancellation or

nonrenewal notice, the Provider shall obtain, pay all premiums for the renewal or replacement of the insurance required hereunder. Any such renewal or replacement insurance policy shall provide coverage equivalent to the coverages required herein, and adhere to the previously mentioned provisions regarding additional insureds. The insurance required hereunder shall be primary, and any insurance or self-insurance maintained by the City shall be in excess of and shall not contribute with any insurance required of the Provider under this Interim License. Any deductibles or self-insured retention's applicable to the required coverage hereunder shall be paid by the Provider, and the City shall not be required to participate therewith. Further, all rights of subrogation against the City shall be waived and evidenced in the said certificate of insurance.

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

8.4 Notwithstanding any of the other provisions of this Interim License, the Provider's failure to maintain the required insurance coverage throughout the term of this Interim License or the failure of the Provider to deliver a new and valid binder or certificate verifying coverage are material breaches of this Interim License and required to be remedied and resolved within thirty (30) days' written notice of such breach or the City will be authorized to terminate this Interim License without liability to the Provider.

ARTICLE 9. TAXES

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

ARTICLE 10. MISCELLANEOUS

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

10.2 The invalidity in whole or in part of any provision of this Interim License shall not affect the validity of any other provision and shall be severable where applicable.

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

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

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

10.6 This Interim License may be executed in counterparts. Each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one enforceable document.

Further, this Interim License may be executed and/or sealed electronically. An electronic signature and/or seal shall be equally as enforceable as an original signature or seal.

10.7 Nothing contained in this Interim License shall be construed as or deemed to make either the City or the Provider the agent, partner, or joint venture of the other, except as may otherwise be provided herein. Nothing contained in this Interim License shall give the Provider any authority to represent the City before any court or governmental or regulatory agency without the express prior written authorization of the City. Unless otherwise provided in this Interim License, neither the City nor the Provider shall be responsible or held liable for the acts or omissions of the other. Further, in taking any action pursuant to this Interim License, the Provider is and shall be acting as an independent contractor, responsible to all third parties for its acts/omissions, and the City shall not be liable for the same.

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

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

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

10.11 The City shall not be liable for damages or losses of the Provider's Facilities unless the City directly causes the same through their action or inaction. However, the City will use reasonable efforts to notify the Provider of any maintenance issues regarding its Facilities, where the City, via its Information Technology Director or City Engineer, has actual personal knowledge of needed maintenance/maintenance issues specific to the Facilities. The Provider shall be solely reliable for any and all Damages which may arise as a result of their Facilities' existence on the City's property or public rights-of-way. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS INTERIM LICENSE.

10.12 Notices shall be in writing, mailed certified with return receipt requested, effective upon receipt and sent to:

The Provider: Central Virginia Services, Inc.
d/b/a Firefly Fiber Broadband
Jesse Ward
PO Box 359
Lovingston, VA 22949

The City: City of Lynchburg, Virginia
City Manager's Office
900 Church Street
Lynchburg, Virginia 24504

With a copy to:

City of Lynchburg, Virginia
City Engineer
900 Church Street
Lynchburg, Virginia 24504

City of Lynchburg, Virginia
IT Department Director
900 Church Street
Lynchburg, Virginia 24504

Or to replacement persons or addresses that may be later designated in writing by the Parties. Notices shall be deemed received within five (5) days of their mailing.

10.13 The Provider, within ten (10) days of this Interim License being fully executed by the parties, shall provide the City Engineer with a detailed map (in electronic and paper form) of all of the Facilities the Provider maintains and operates within the City's corporate limits. Such map will be updated by the Provider as needed and/or within ten (10) days of a written request being made by the City Engineer. Such maps shall be subject to the protections described in Article 6 of this Interim License.

(Remainder of Page Intentionally Left Blank)

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

City of Lynchburg, Virginia

(seal)

By: _____ (SEAL)
Wynter C. Benda, City Manager

Attest: _____
Alicia L. Finney, Clerk of Council

Approved as to Form:

City Attorney/Designee

COMMONWEALTH OF VIRGINIA,

CITY OF LYNCHBURG, to-wit:

Acknowledged before me on behalf of the City of Lynchburg, Virginia, by Wynter C. Benda, its City Manager, on this ____ day of _____, 2024.

Notary Public

My Commission Expires: _____

Registration No. _____

Affix Seal:

Central Virginia Services, Inc.
d/b/a Firefly Fiber Broadband

By: Gary E Wood

Printed Name: Gary Wood

Its: CEO

State/Commonwealth of Virginia

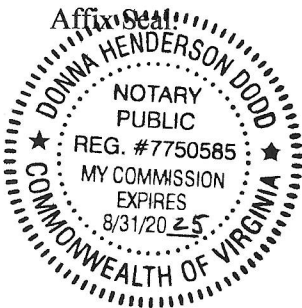
County/City of Nelson, to-wit:

Acknowledged before me on behalf of Central Virginia Services, Inc. d/b/a Firefly Fiber Broadband, by
Gary E. Wood, its President + CEO, on this 20 day of
August, 2024.

Donna Henderson Dodd
Notary Public

My Commission Expires: 8/31/2025

Registration No. 7750585



AGENDA ITEM SUMMARY**MEETING DATE**

September 10, 2024

PRESENTED BY

Beverly Blair, Director of Libraries

AGENDA ITEM # II.2

CIP Series - Lynchburg Public Library: A Library for All Citizens Since 1966

RECOMMENDATION

As part of the Physical Development Committee's Capital Improvement Plan (CIP) Series, staff will highlight important milestones and potential investment opportunities for important public facilities throughout the City. This overview will focus on the Lynchburg Public Library system, including the Main Library renovation project and Downtown Branch pilot location.

SUMMARY

The Lynchburg Public Library system provides a full range of library services to meet the informational, educational, recreational, and cultural needs of the community. Library services include access to books and materials, including 77,356 physical materials, over 900,000 digital books, and 56 electronic databases available on the Library's website. Electronic databases include digital newspapers, language learning resources, digital encyclopedias, and homework help, all at no cost with a free Lynchburg Public Library card. Additional Library services include engaging weekly programs for people of all ages, including story times, book clubs, crafts, and seasonal events, and connections to local resources through regular on-site partnerships with local organizations, including Virginia Career Works, Johnson Health Center, Roads to Recovery, Academy in Motion, and the Lynchburg Imagination Library.

The Main Library renovation project has been slated for eight years and design funding was approved in the FY 2018 CIP. That design has been completed and construction is pending approval of capital funding. The Downtown Branch pilot location opened in June 2024. The furniture, equipment, and materials were funded by a State Aid to Libraries Grant.

PRIOR ACTION(S)

None

FISCAL IMPACT

To be determined, as updated Capital Improvement Plan estimates are developed.

CONTACT(S)

Beverly Blair, Director of Libraries

ATTACHMENT(S)

1. PDC Library Sept 2024

REVIEWED BY

Beverly Blair, Director of Libraries

Date: August 28, 2024



Kent White, Assistant City Manager

Date: September 02, 2024



Alicia Finney, Clerk of Council

Date: September 03, 2024

LYNCHBURG PUBLIC LIBRARY

A LIBRARY FOR ALL CITIZENS

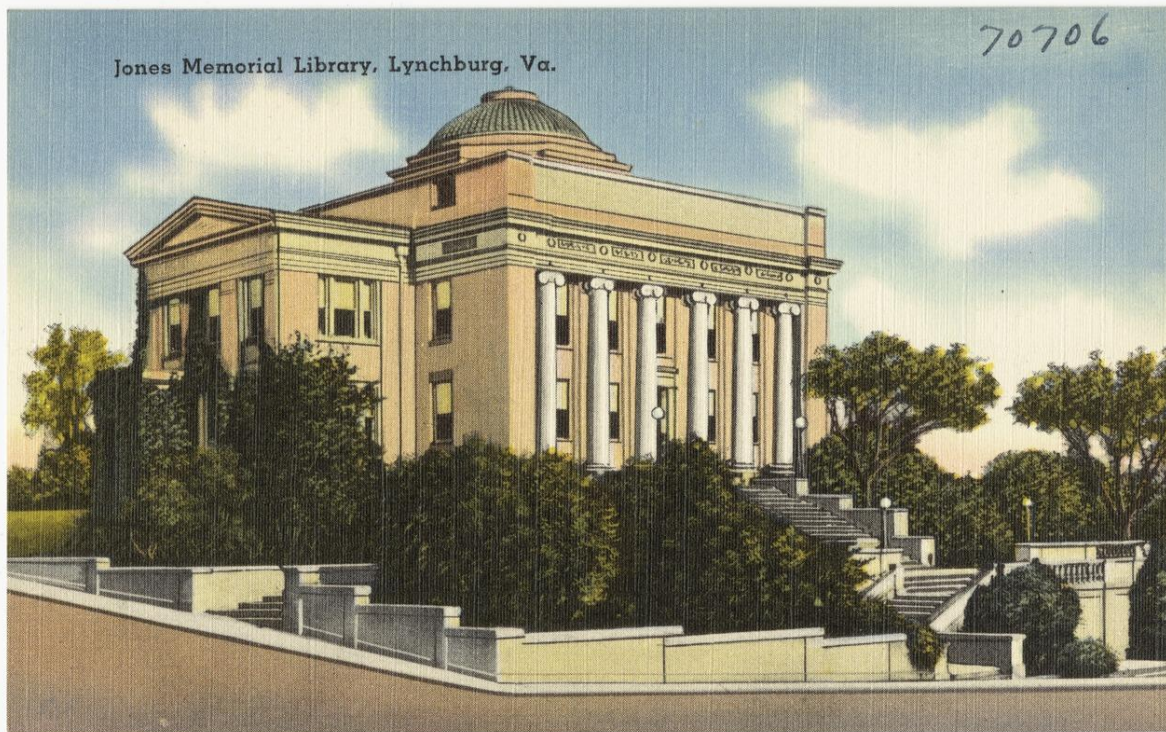
SINCE 1966

Tuesday, September 10, 2024



JONES MEMORIAL LIBRARY

1908

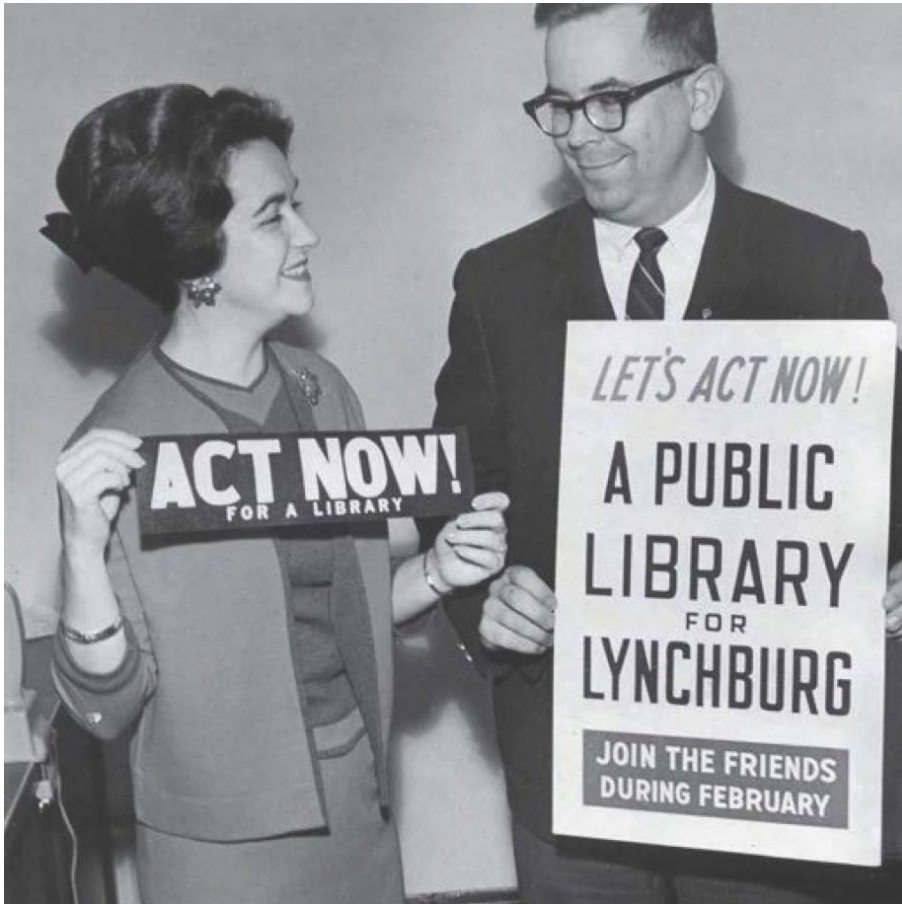


The George M. Jones Memorial Library opened in 1908. The Jones Library was open to white residents only.

The Jones Library was so heavily used that additional locations were opened in the City, including branches at the Aviary, the Fort Early building, and Dunbar High School.

FRIENDS OF THE LYNCHBURG PUBLIC LIBRARY

1964



- Grassroots campaign: “A Library to Serve All Citizens”
- Door-to-door membership drive
- More than 5,000 citizens paid the \$1 dues
- March 1965 unanimous City Council vote
- Demonstration Library via the State Library of Virginia

LYNCHBURG PUBLIC LIBRARY OPENS



- 8,000 square feet
- 75-person capacity
- 25,000 start-up collection

Lynchburg's first public library opened on April 16, 1966 in Downtown Lynchburg.



1966

The Library was located on the third floor of the old C.B. Fleet Building at the corner of 10th and Commerce Streets.

LYNCHBURG PUBLIC LIBRARY PLAZA



1984

In October 1984, the Main Library moved from Downtown Lynchburg to Pittman Plaza.

Formerly a Sears Department Store, **built in 1960**, City Council voted to spend \$1.8 million to purchase and renovate the building.

DOWNTOWN BRANCH & PUBLIC LAW LIBRARY

1987



The Law Library, formerly with the Lynchburg Bar Association, and the new Downtown Branch Library combined and opened in the lower level of City Hall.

Today, the Law Library is a digital collection with access provided at the Main and Downtown Branch.

SPECIAL COLLECTION AT MAIN LIBRARY

1987



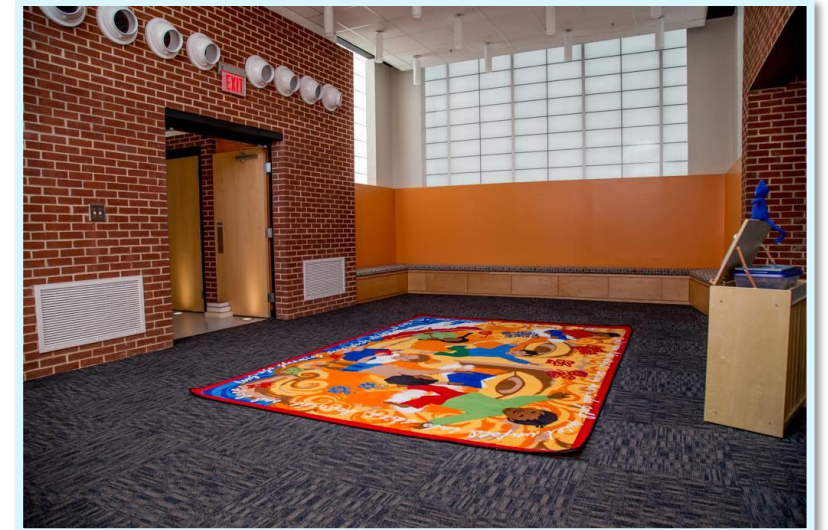
Jones Memorial's primary focus today is on genealogy and local history research.

1991



Dr. Martin Luther King, Jr. Center for Human Rights is a free exhibit space, sponsored by the MLKLCC.

2015



New addition added to the main library as a storytime room.



LYNCHBURG PUBLIC LIBRARY TODAY



FY 2024

- **22,000** library card holders
- **150,000** library visitors
- **17,000** public computer sessions
- **300,000** materials circulated
- **420** library programs
- **10,700** people attended library programs
- **1,430** lunches served during Summer Food Service Program

NEW DOWNTOWN BRANCH LIBRARY



Pilot location opened June 2024

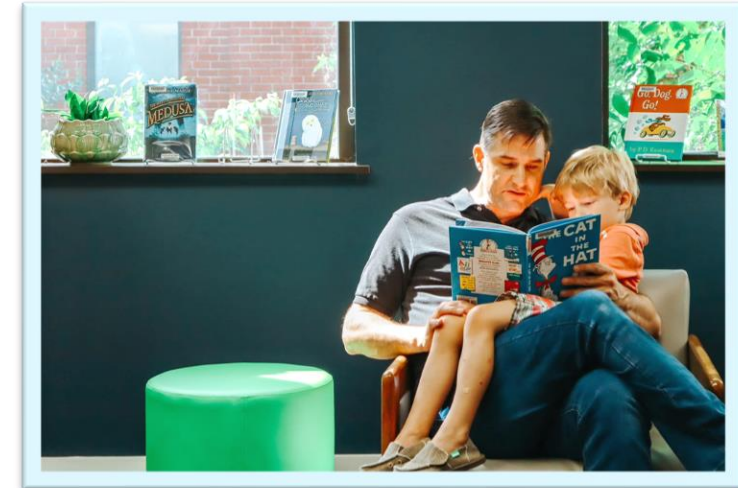


GOALS AND DATA OPEN 11 WEEKS

Branch Comparison	Downtown '24 Avg	City Hall '23 Avg	% increase
Visitors	289	204	44%
Circulation	202	21	1116%
Cards Issued	10	2	469%
Computer Sessions	22	22	3%

- Increase visibility and user access
- Increase programs and community partnerships
- Increase book circulation
- Increase library cards

PROGRAMS AND PARTNERSHIPS



LOOKING FORWARD



Library shelving while under construction in 1966.
Same shelving is currently in use today.

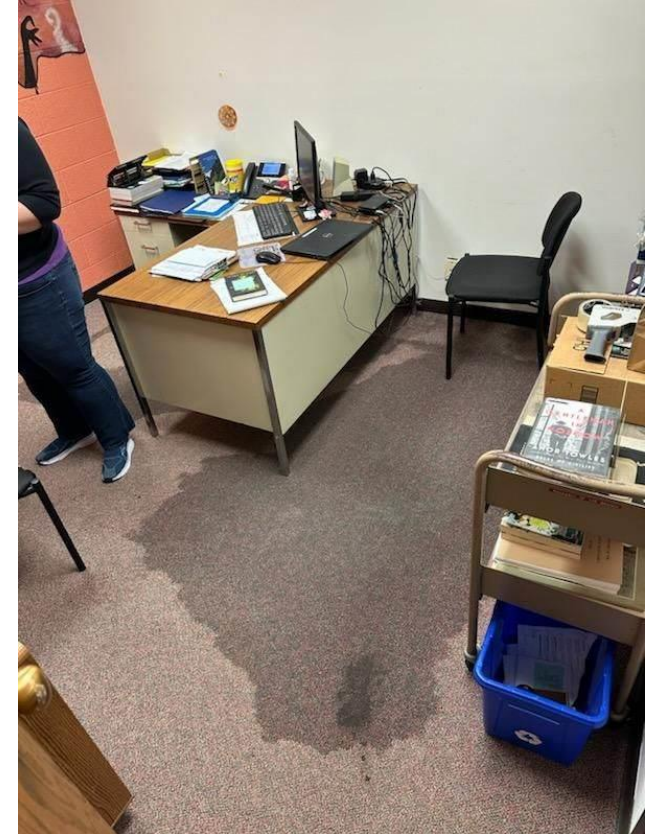
2026

- More libraries for Lynchburg
- Pilot new locations in neighborhood centers
- Main Library renovation
- Main Library infrastructure needs and building upgrades

MAIN LIBRARY BUILDING NEEDS



Water leaks in staffing areas in 2022, 2023, and 2024



MAIN LIBRARY BUILDING NEEDS



Water damage, stained and missing ceiling tiles,
stained carpets, wet materials

A 21ST CENTURY LIBRARY FOR LYNCHBURG



Image courtesy of Tymoff + Moss Architects

Main Library Renovation

- Repair infrastructure concerns
- Update and correct wiring and HVAC units
- Technology upgrades
- Relocate Community Meeting Room
- Collaborative spaces
- Small meeting rooms
- Public Makerspace
- Digital Media Lab
- Skylights
- Exterior art installation

SIXTIETH ANNIVERSARY IN 2026



AGENDA ITEM SUMMARY**MEETING DATE**

September 10, 2024

PRESENTED BYWyatt Woody, Director of Parks and
Recreation**AGENDA ITEM # II.3**

CIP Series - Parks & Recreation Aquatics Facilities

RECOMMENDATION

As part of the Physical Development Committee's Capital Improvement Plan (CIP) Series, staff will highlight important milestones and potential investment opportunities for important public facilities throughout the City. This overview will focus on the Parks & Recreation Department's aquatics facilities.

SUMMARY

From swim lessons to lifeguard training, to a water slide, and more, Lynchburg Parks & Recreation's Aquatics facilities offer summer fun and learning for the whole family. Lynchburg boasts unique offerings in three different parks - Miller, Riverside and Riverfront parks.

- Located in Midtown, the Olympic-sized Miller Park pool offers a children's pool area, a twisting water slide, high dive, and a kiddie area with mushroom waterfall. The pool hosts CPR/First Aid/AED Certification courses, lifeguard training and certification, water safety instructor course and the American Red Cross Learn-to-Swim Program;
- The Riverside Park Sprayground is Lynchburg's ultimate Summer destination. With dumping buckets, spraying lake fish, pop jets, and tulip sprays, the sprayground is a fun and free summer activity for children ages 6 and older; and,
- Riverfront Park fountains, located near the river in downtown Lynchburg, offers a splash of fun and a more passive way to cool down in the summer.

Earlier this year, the City gathered community input on what a "Reimagined" Miller Park Pool facility would look like to meet the future needs of our Community. That design concept has been completed.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

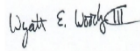
To be determined, as updated Capital Improvement Plan estimates are developed.

CONTACT(S)

ATTACHMENT(S)

1. Presentation

REVIEWED BY



Wyatt Woody, Director of Parks and Recreation

Date: August 29, 2024



Kent White, Assistant City Manager

Date: September 04, 2024



Alicia Finney, Clerk of Council

Date: September 04, 2024

MILLER PARK POOL CONCEPT AND SPLASH PADS

September 10, 2024



LYNCHBURG'S POOL HISTORY

- Lynchburg was home to 3 segregated, public pools – Riverside and Miller Parks for white swimmers and Jefferson Park for African American swimmers.
- Pools were closed July 4, 1966



HISTORY

- **Miller Park's current pool opened in 1986**



EXISTING CONDITIONS



**Aerial
View**

POOL OPERATIONS

- **Open Memorial Day**
 - **Open weekends only**
 - June 1 – 9
 - Aug 3 – Sept 1
 - **Open Daily**
 - June 10 – Aug 2
 - **Open Labor Day**
- Admission**
- Daily pass ages 3+ (\$3.00)
 - Season pass ages
 - Lynchburg Resident
 - \$200 individual
 - \$400 family (up to 6 people)
 - Non-resident
 - \$215 individual
 - \$415 family (up to 6 people)



PROGRAM OFFERINGS



**Swim lessons, water safety
courses and lifeguard
certification classes.**

PROGRAM OFFERINGS



Paws in the Pool and the Great Cardboard Boat Race



INVESTMENTS, REPAIRS AND MAINTENANCE

- **Investments**

- 2024 - New deck chairs, tables and umbrellas
- 2019 - Pool cover

- **Past repairs**

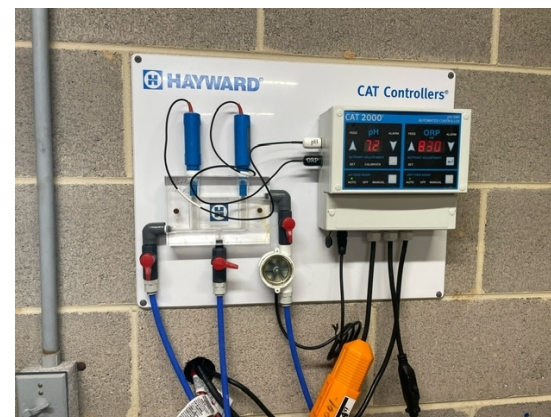
- 2008 - Re-plaster pool
- 2008 - Pump and filter replacement
- 2021 - Slide pump replacement
- 2019-2024 - Misc repairs

- **2023-24 Large leaks**

- 800,000+ gallons of water
- Pool light fixture replace and sealing
- Caulk expansion joints



FUTURE REPAIR NEEDS



FUTURE REPAIR NEEDS

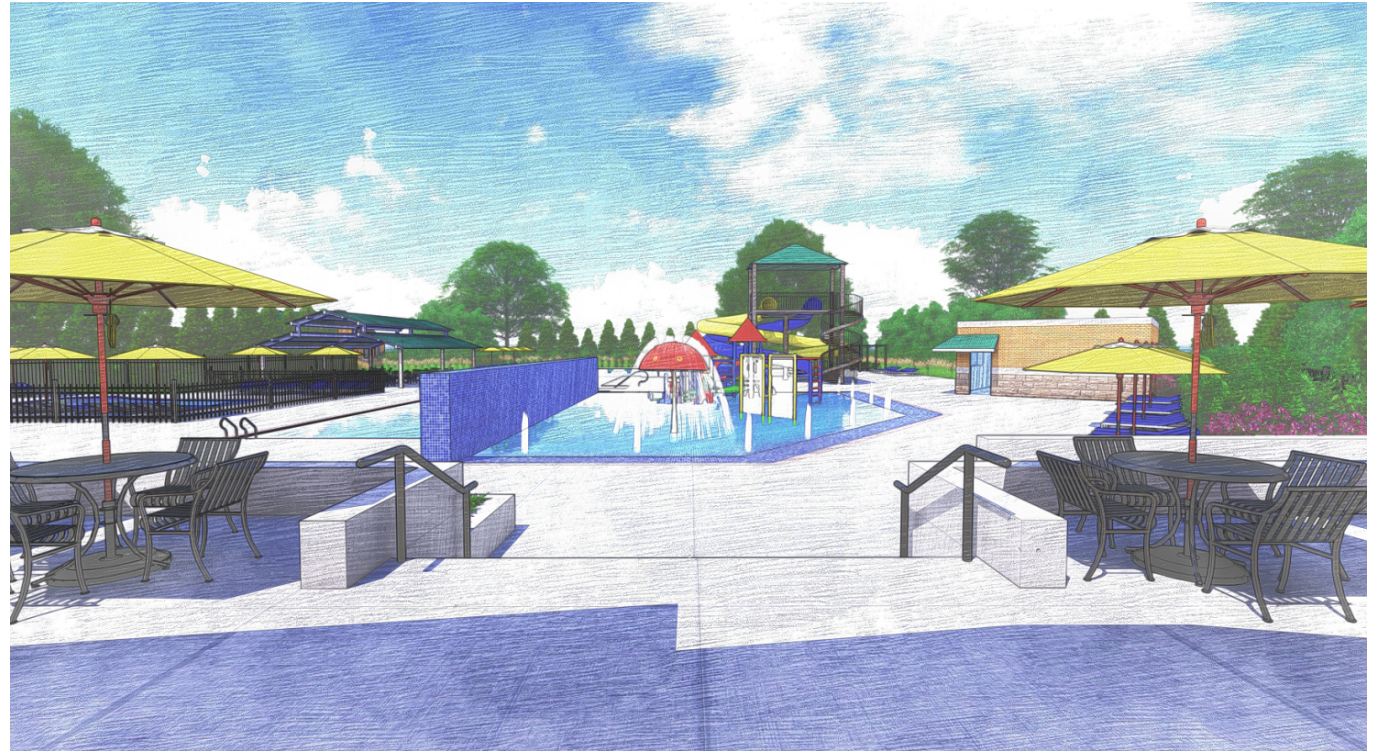
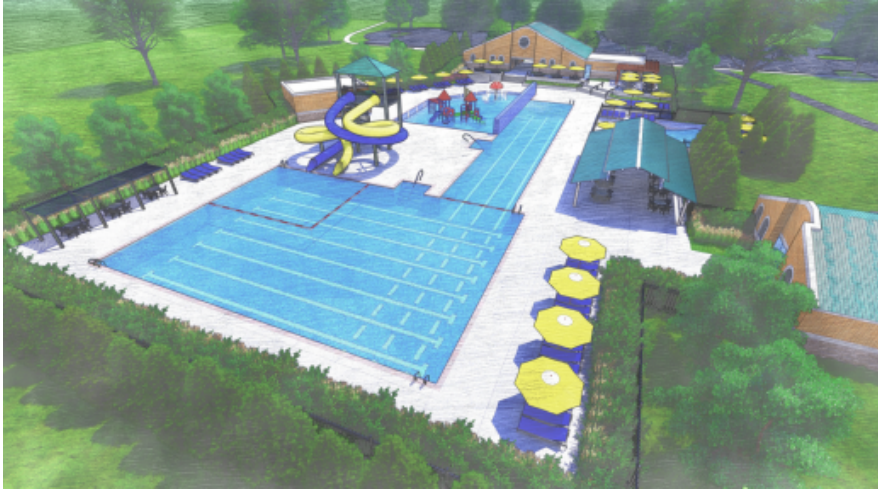


MILLER PARK POOL REIMAGINED



**Aerial
View**

MILLER PARK POOL REIMAGINED



SPLASH PADS

- RIVERFRONT PARK
- RIVERSIDE PARK



RIVERFRONT SPASH PAD

- **Riverfront – 2014 (750 gallon reservoir)**
 - Will reopen adjacent to a new playground
 - Exploring conversion to fresh water prior to reopening in 2025



RIVERSIDE SPASH PAD

- **Riverside Park – 2010 (3,000 gallon reservoir)**
 - Upgrades (offseason '24-'25)
 - New BECs system installed at Riverside
 - UV system
 - New outdoor shower
- **Meeting safety standards - Additional VDH recommendations being followed**
- **Danville and Altavista splashpads both follow similar testing**



