

WORK SESSION AGENDA

- I. Welcome** *Stephanie Reed, Mayor*
- II. Work Session Agenda Overview** *Wynter C. Benda, City Manager*
- III. Work Session Agenda Items** *Wynter C. Benda, City Manager*
 - III.1.** Virginia Freedom of Information Act Training
- IV. Business Item Briefing(s)**
 - IV.2.** Harrisonburg Redevelopment and Housing Authority Bond Issuance
 - IV.3.** Campbell County Stormwater Management Maintenance Agreement
 - IV.4.** Amendment to Lease Agreement with Republic Parking System, LLC
 - IV.5.** Review and discuss a proposed ordinance that would amend Sec. 36-126.6 of the Lynchburg City Code relating to the requirements specific to business license filings in the City.
 - IV.6.** 2023 Personal Property Tax Discussion
 - IV.7.** Update on the City's Comprehensive Plan
 - IV.8.** Lynchburg Police Department and VA State Police Partnership
- V. Roll Call**
- VI. Closed Session**
 - VI.9.** Consideration of a closed meeting to discuss appointments for vacancies to the following Boards and Commissions: Community Development Advisory Committee, Region 2000 Services Authority, and Planning Commission, pursuant to Section 2.2-3711(A.)(1) of the Code of Virginia, 1950, as amended.
 - VI.10.** Consideration of a closed meeting to discuss the settlement of a monetary claim involving the City's Water Resources Department pursuant to Sections 2.2-3711(A)(7) and 2.2-3711(A)(8) of the Code of Virginia, 1950, as amended.
 - VI.11.** Consideration of a closed session to review and/or evaluate the performance of the City's Attorney, pursuant to Section 2.2-3711(A)(1) of the Code of Virginia, 1950, as amended.

AGENDA ITEM SUMMARY

MEETING DATE

February 14, 2023

PRESENTED BY

Matthew Freedman, City Attorney

AGENDA ITEM # III.1

Virginia Freedom of Information Act Training

RECOMMENDATION

Participate in a Virginia Freedom of Information Act Training

SUMMARY

Section 2.2-3704.3 of the Virginia Code indicates that the City Council, the Economic Development Authority, the Executive Director of the Economic Development Authority, and Constitutional Officials, shall complete in-person or online training sessions specific to the requirements of the Virginia Freedom of Information Act. Such training must be completed within two (2) months of assuming an applicable office and every two (2) calendar years thereafter while such an office is held.

Mr. Alan Gernhardt, the Executive Director of the Virginia Freedom of Information Advisory Council, is visiting the City of Lynchburg from Richmond to provide the above training to the City Council and other persons who may be interested or require the same.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

N/A

CONTACT(S)

Matthew Freedman, City Attorney
Alicia Finney, Clerk of Council

ATTACHMENT(S)

1. FOIA for Local Elected Officials Sept 2022

REVIEWED BY

Alicia L. Finney

Alicia Finney, Clerk of Council

Date: February 08, 2023

The Virginia Freedom of Information Act (FOIA) For Local Elected Officials

Virginia Freedom of Information Advisory Council

<http://foiacouncil.dls.virginia.gov/>

foiacouncil@dls.virginia.gov

(804) 698-1810

Training Contents

- Introduction
- FOIA requirements for local elected officials
- Public Records
- Public Meetings
- Remedies and Penalties
- Other resources for further questions

Introduction

- About the FOIA Council
- Purpose and policy of FOIA
- Structure of FOIA – how to find what you need within the Code
 - General Provisions -- §§ [2.2-3700](#) through [2.2-3703.1](#)
 - Records Procedures and Exemptions -- §§ [2.2-3704](#) through [2.2-3706.1](#)
 - Training Requirements -- §§ [2.2-3704.2](#) and [2.2-3704.3](#)
 - Meetings Procedures and Exemptions -- §§ [2.2-3707](#) through [2.2-3712](#)
 - Remedies and Penalties -- §§ [2.2-3713](#) through [2.2-3715](#)

About the FOIA Council

§§ [30-178 through 30-181](#)

- State legislative branch advisory council
- Legislative forum for studies and recommendations to the General Assembly
- Answer questions from government, citizens, and media
- Publishes advisory opinions and educational materials
- Provides FOIA training presentations
- Not an investigative or enforcement agency

Purpose & Policy of FOIA

§ [2.2-3700](#)

- Ready access to public records
- Free entry to meetings of public bodies
- FOIA is to be liberally construed to promote awareness of governmental activities and operations
- Any exemption from public access to records or meetings shall be narrowly construed
- No record shall be withheld or meeting closed to the public unless specifically made exempt

FOIA Requirements for Local Elected Officials

Note: Constitutional officers are subject to FOIA for records purposes only. Other local elected officials are generally subject to both the records and meetings provisions of FOIA.

Requirements for Local Elected Officials §

[2.2-3704.3](#)

-
- Receive FOIA training from the FOIA Council or your local government attorney within two months of assuming office
 - Training may be presented live or online
 - Receive training again at least once every two (2) years since last training
 - Clerk of the public body must keep records of training (name of the official, date of the training) for five years
 - Note: There is no requirement to report training to the FOIA Council, only to keep your own records

Requirements for Local Elected Officials

(continued) – § [2.2-3702](#)

- All elected, reelected, appointed, and reappointed officials must:
- Be furnished by the public body's administrator or legal counsel with a copy of FOIA within two weeks following election, reelection, appointment, or reappointment; and
- Read and become familiar with the provisions of FOIA.
- A current copy of FOIA may be found on the [FOIA Council website](#).

Other Laws May Also Apply

- Other laws may also affect access to public records and meetings, but which laws apply will vary depending on the type of record, type of meeting, and type of elected official.
- Because the FOIA Council's statutory authority is limited to providing advice and guidance regarding FOIA, there will be times when you need to consult others for advice.

Examples of Other Laws

- Court records are subject to laws in Titles [16.1](#) and [17.1](#) of the Code, as well as the Rules of the Supreme Court of Virginia
- Code §§ [15.2-1415 through 15.2-1421](#) set out specific laws for meetings of local governing bodies
- Various provisions in Title [15.2](#) address public hearings
- Code §§ [22.1-72](#) through [22.1-75](#) address school board meetings and procedures
- Code § [58.1-3](#) prohibits the release of certain tax information

Public Records

Recognizing and responding to FOIA requests

§§ [2.2-3704](#) through [2.2-3706.1](#)

Introduction to Records & FOIA

- All public records are presumed open unless specifically exempt
- Definition of “public record” (§ [2.2-3701](#))
 - all writings and recordings that consist of letters, words or numbers, or their equivalent . . . however stored, and regardless of physical form or characteristics
 - prepared or owned by, or in the possession of a public body or its officers, employees or agents
 - in the transaction of public business.
 - Note: draft versions are public records

Debunking FOIA myths

- FOIA addresses access to public records (§ [2.2-3704](#))
- FOIA does not require you to answer questions, give interviews, or provide explanations
- Inspect or Copy
- Not free – public bodies may charge to produce public records
- FOIA exemptions generally do not prohibit release
- Informal vs. formal requests – no difference

Who has the right to make a request under Virginia FOIA?

- Citizens of the Commonwealth
- Representatives of newspapers & magazines with circulation in the Commonwealth
- Representatives of radio & television stations broadcasting in or into the Commonwealth

Requests from out-of-state

- Best practice is to respond to out-of-state requesters even if they do not have access rights under Virginia FOIA
 - Standardizes practices for internal consistency
 - Out-of-state requester can get a Virginia citizen to make the same request anyway
- Do not have to follow FOIA procedure strictly since out-of-state requesters cannot enforce Virginia FOIA

Requesting Public Records

(continued)

- How requests may be made:
 - Requester must identify records with reasonable specificity
 - Public body may require the requester's name & legal address
 - A request does not have to be in writing
 - A request does not have to say "FOIA"
 - The requester's purpose does not matter
- Requester has the choice to inspect or to receive copies

Responding to Records Requests

- Five working days to respond after request is received
 - The first day to respond is the day after the request is received
 - Weekends and legal holidays do not count as working days
- Failure to respond is deemed a denial of the request and a violation of FOIA
- Creation of new records not required
- Always allowed to make agreements with the requester on the production of records

Five Responses

- 1) Provide the requested records
- 2) Requested records are being entirely withheld
- 3) Requested records are being provided in part and withheld in part
- 4) Requested records could not be found or do not exist
- 5) Additional time needed to search for/produce records

Exemptions & Redaction

§ [2.2-3704.01](#)

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- Most FOIA exemptions are not prohibitions – exempt records may be withheld, but they may also be released in the discretion of the custodian
 - Only exempt portions of records may be withheld (redacted)
 - An entire record may be withheld only if the entire record is exempt

Charges for Records Requests

- Public body may make reasonable charges not to exceed its actual cost incurred in accessing, duplicating, supplying, or searching for the requested records
 - Cannot charge more than the actual cost to the public body
 - Cannot charge for certain scholastic records if requested by parent or guardian (of minor student) or student (if 18 years or older)
 - Public body shall make all reasonable efforts to supply the requested records at the lowest possible cost

Charges for Records Requests (continued)

- Before searching for records, must notify requester of public body's right to charge and requester's right to a cost estimate
- Must provide an estimate in advance if requested
- Public body may require an advance deposit if estimate is > \$200
- If a bill goes unpaid 30 days or more, do not have to respond to new requests until the outstanding balance is paid

Exemptions of General Application

- Personnel records - § [2.2-3705.1](#) (1)
- Attorney-client privilege- § [2.2-3705.1](#) (2)
- Legal memoranda and other work product - § [2.2-3705.1](#) (3)
- Contract negotiations - § [2.2-3705.1](#) (12)
- Procurement exemptions - § [2.2-3705.6](#) (10) and (11)
- Account & routing numbers - § [2.2-3705.1](#) (13)

Public Meetings

Procedures for open, closed, and electronic meetings
§§ [2.2-3707](#) through [2.2-3712](#)

23

Introduction to Meetings under FOIA

- Policy: All meetings must be open unless closed following an exemption – § [2.2-3700](#)
- Definitions of “public body” and “meeting” – § [2.2-3701](#)
- Open Meetings – §§ [2.2-3707](#) through [2.2-3710](#)
- Closed Meetings – §§ [2.2-3711](#) and [2.2-3712](#)
- Electronic Meetings – §§ [2.2-3708.2](#) and [2.2-3708.3](#)

Definition of “Public Body”

§ [2.2-3701](#)

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- Any legislative body, authority, board, bureau, commission, district or agency of the Commonwealth or of any political subdivision of the Commonwealth, including cities, towns and counties, municipal councils, governing bodies of counties, school boards and planning commissions
 - Any committee, subcommittee, or other entity however designated, of the public body created to perform delegated functions of the public body or to advise the public body

Definition of “public body”

(continued)

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- Also includes:
 - Other organizations, corporations or agencies in the Commonwealth supported wholly or principally by public funds (may include tax-exempt organizations, for example)
 - Constitutional officers are included, but only for records purposes

Definition of “meeting”

§ [2.2-3701](#)

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- Includes meetings including work sessions, when sitting physically, or through electronic communication means as a body or entity, or as an informal assemblage of (i) as many as three members or (ii) a quorum, if less than three, of the constituent membership, wherever held, with or without minutes being taken, whether or not votes are cast, of any public body
 - “quorum if less than three” means two members , if they are a quorum of the public body (Ex. A subcommittee with only two or three members total would have a quorum of two members)
 - Must be discussing or transacting public business in real time

Definition of “meeting” - Exceptions

The following are not considered meetings subject to FOIA:

- Gatherings of employees (the meetings rules only apply to members of the public body, not staff)
- Gatherings where no part of the purpose is the discussion or transaction of any public business
- Public forums, candidate appearances, or debates, the purpose of which is to inform the electorate and not to discuss or transact public business

Open Meetings - Requirements

- Notice
- Open to the Public
- Minutes

Notice Requirements

§ [2.2-3707](#)

- Contents: date, time, and location of the meeting
- For local public bodies, FOIA requires notice to be posted in three locations:
 1. Official public government website, if any;
 2. Prominent public location in which notices are regularly posted; and
 3. At the office of the clerk of the public body OR at the office of the chief administrator

Notice Requirements (continued)

- Regular meetings – post three working days before the meeting
 - Note: Do not count the day of the meeting as one of the working days
- Special, emergency, or continued meetings – two elements:
 - Notice must be “reasonable under the circumstance” (varies with circumstances)
 - Public notice must be posted at the same time the members are notified
- Direct notice to those who request it (usually by an email list)

What does it mean for a meeting to be open to the public?

- Open meeting or public meeting means a meeting at which the public may be present - § [2.2-3701](#)
- Must allow public to record, photograph, film, or otherwise reproduce
- FOIA does not address logistics such as room capacity
- Public bodies are encouraged to use additional means to increase public awareness (Ex. Live streaming online, broadcasting using television or radio, posting recordings of meetings, etc.)

Meeting Minutes

- Only required to be taken at open meetings
- Not required for study commissions, committees, or subcommittees appointed by local governing bodies or school boards, except where the membership of any such commission, committee or subcommittee includes a majority of the governing body or school board
- Must be posted on the public body's official public government website within 7 days of final approval
 - If the public body has no such website, then must be made available at a prominent public location in which meeting notices are regularly posted or the office of the clerk or chief administrator

Meeting Minutes (continued)

- Contents must include:
 - Date, time, location of the meeting
 - Members of the public body present and absent
 - A summary of matters discussed, deliberated, or decided
 - A record of any votes taken
 - Any motions to enter into a closed meeting and certification after a closed meeting

Agendas

- At least one copy of the proposed agenda and all agenda packets and, unless exempt, all materials furnished to members of a public body for a meeting shall be made available for public inspection at the same time such documents are furnished to the members of the public body.
- FOIA does not have requirements regarding specific agenda items, agenda contents or agenda changes
- FOIA does not address parliamentary procedure

Closed Meeting Procedures

Motion, Discussion, Certification

§§ [2.2-3711](#) and [2.2-3712](#)

Motion to Enter into a Closed Meeting

§ [2.2-3712](#) (A)

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- Public body must take an affirmative recorded vote in an open meeting approving a motion that:
 1. Identifies the subject matter for the closed meeting;
 - Must be more than quoting or paraphrasing the exemption
 2. States the purpose of the closed meeting; and
 - Quoting or paraphrasing the exemption does state the purpose
 3. Makes specific reference to the applicable exemption from the open meeting requirements

Closed Meeting Discussions

§ [2.2-3712](#)

- Restricted to those matters specifically exempted from the provisions of FOIA and identified in the motion (do not stray off topic)
- Minutes are not required, and if taken, are exempt from FOIA
- Who may attend?
 - Nonmembers if they are necessary or will aid consideration of the topic
 - Other members of public bodies may attend, but not participate in, closed meetings of committees, subcommittees, and other sub-entities of the parent body

Certification of a Closed Meeting

§ [2.2-3712](#) (D)

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- At the conclusion of a closed meeting, public body must certify that the only things heard, discussed, or considered in the closed meeting were:
 1. Public business matters lawfully exempted from the open meeting requirements, and
 2. Such public business matters as were identified in the motion by which the closed meeting was convened
 - Extra penalty for improper certification

Voting – §§ [2.2-3710](#) & [2.2-3711](#) (B)

- All votes taken to authorize the transaction of any public business must be taken and recorded in an open meeting
- No written or secret ballots
- May take straw polls or reach consensus in closed meetings
- Decisions made in closed meetings are not effective until a vote is taken at an open meeting (§ [2.2-3711](#) (B))

Commonly Used Exemptions

(Note: All meeting exemptions in FOIA are set out in § [2.2-3711.](#))

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- Discussion of personnel - § 2.2-3711 (A) (1)
 - Discussion concerning scholastic records/students - § 2.2-3711 (A) (2)
 - Consideration of acquisition or disposition of real property - § 2.2-3711 (A) (3)
 - Discussion of prospective business or industry - § 2.2-3711 (A) (5)
 - Actual or probable litigation - § 2.2-3711 (A) (7)
 - Specific legal matters - § 2.2-3711 (A) (8)
 - Public safety issues - § 2.2-3711 (A) (19)
 - Discussion of award of public contract - § 2.2-3711 (A) (29)

Electronic Meetings

§§ [2.2-3708.2](#) and [2.2-3708.3](#)

- As of September 1, 2022, there are three general categories:
 - Remote participation: “participation by an individual member of a public body by electronic communication means in a public meeting where a quorum of the public body is otherwise physically assembled.”
 - All-virtual public meetings: “a public meeting (i) conducted by a public body, other than those excepted pursuant to subsection C of § 2.2-3708.3, using electronic communication means, (ii) during which all members of the public body who participate do so remotely rather than being assembled in one physical location, and (iii) to which public access is provided through electronic communication means.”
 - States of emergency declared by the Governor or the locality

Electronic Meetings

Remote participation (may be used by any public body) - § 2.2-3708.3

- Four allowed reasons for remote participation:
 - Personal matter that prevents attendance
 - Medical condition or disability that prevents attendance
 - Medical condition of a family members that prevents attendance
 - Principal residence is 60 miles or more from the main meeting location
- All of these require a physical quorum and a participation policy
- Remote location does not have to be open to the public
- Personal matters may be used twice per calendar year per member or 25 percent of the meetings of the public body rounded to the next whole number, whichever is greater

Electronic Meetings

All-virtual public meetings - § 2.2-3708.3

- May be used by any public body except “local governing bodies, local school boards, planning commissions, architectural review boards, zoning appeals boards, and boards with the authority to deny, revoke, or suspend a professional or occupational license”
- Requires a participation policy (but no quorum)
- Remote locations do not have to be open to the public unless 3 or more members present at that location
- All-virtual public meetings may be used twice per calendar year per member or 25 percent of the meetings of the public body rounded to the next whole number, whichever is greater
- Additional procedural requirements

Electronic Meetings

During declared states of emergency (§ 2.2-3708.2 and State Budget)

- During a Governor-declared or local state of emergency:
 - *Purpose:* to provide for the continuity of operations of the public body or the discharge of its lawful purposes, duties, and responsibilities- § [2.2-3708.2](#) (A) (3) (version in FOIA amended in 2021)
- During a Governor-declared state of emergency ONLY
 - Different procedural requirements and limitations – State Budget Item [4-0.01](#) (g) (version in the state budget originally added in 2020)
- Both may be used by any public body
- No requirement for a physical quorum or to have a policy in place

Electronic Meetings

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- Members may monitor (listen/watch) even if they cannot participate
 - Public & staff participation is always allowed – restrictions only apply to members
 - Please see our [Electronic Meetings Guide](#) for a more detailed discussion

A note about FOIA & Social Media

- Because the definition of “public records” includes all types of records that are in the transaction of public business, various forms of social media may be public records
- Because any assemblage of three or more members (or a quorum of two) of a public body discussing or transacting public business simultaneously is a meeting subject to FOIA, social media may also be used to conduct meetings
- Please see our guide on [FOIA & Social Media](#) for a more detailed discussion

Remedies and Penalties

What happens if something goes wrong?

Enforcement is through the courts

§ [2.2-3713](#)

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- Petition for mandamus or injunction with affidavit showing good cause
 - Mandamus: when the court orders a public official or employee to do something
 - Injunction: When the court orders a public official or employee not to do something
 - Petitioner may choose to file in general district court or circuit court
 - Venue against a local body is in the county or city where the body is
 - A single violation is sufficient to invoke the remedies

Petition for mandamus or injunction

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- Expedited hearing within seven days
 - Petitioner must notify public body before filing
 - If the petitioner wins, shall be awarded court costs, attorney fees, and any expert witness fees (paid by the public body)
 - Public body bears burden to prove an exemption applies

Willful & Knowing Violations

§ [2.2-3714](#) (A)

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- Willful & knowing violation of records and meetings requirements
 - \$500 to \$2000 civil penalty for first violation
 - \$2000 to \$5000 civil penalties for second and subsequent violations
 - Paid by the individual to the Literary Fund (not paid by the public body)
 - May introduce advisory opinions of the FOIA Council as evidence that it was not willful & knowing - § [2.2-3715](#)

Improper alteration or destruction of public records - § [2.2-3714](#) (B)

- Records altered or destroyed before record retention period expires
 - With intent to avoid FOIA
 - Civil penalty up to \$100 per record
 - In addition to any other penalties
 - Paid by the individual to the Literary Fund (not paid by the public body)
- Note: Record retention periods are set by the Library of Virginia under the Virginia Public Records Act

Improper certification of closed meetings

- § [2.2-3714](#) (C)

- Improper certification of closed meeting
 - Civil penalty up to \$1000
 - Paid by public body to the Literary Fund
 - Mitigating factors: Opinions of the Attorney General, court cases, published Advisory Opinions from the FOIA Council

Additional Resources

- [FOIA Council](#) – Contact us with any FOIA questions
 - Telephone (toll free) 866-448-4100
 - Telephone (Richmond) 804-698-1810
 - Email: foiacouncil@dls.virginia.gov
- [Library of Virginia](#) Records Management Section (for records retention questions under the Public Records Act)

Additional Resources

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- For members of municipal councils, county boards of supervisors, and school boards:
 - [Virginia Municipal League](#)
 - [Virginia Association of Counties](#)
 - [Virginia School Boards Association](#)

Additional Resources

(continued)

For constitutional officers:

- [State Compensation Board](#)
- [Virginia Sheriffs' Association](#)
- [Commonwealth's Attorneys' Services Council](#)
- [Treasurers' Association of Virginia](#)
- [Commissioners of the Revenue Association of Virginia](#)
- [Office of the Executive Secretary of the Supreme Court of Virginia](#)
- [Virginia Court Clerks Association](#)

AGENDA ITEM SUMMARY

MEETING DATE

February 14, 2023

PRESENTED BY

John Hughes, Assistant City Manager, Anne
Curtis Saunders

AGENDA ITEM # IV.2

Harrisonburg Redevelopment and Housing Authority Bond Issuance

RECOMMENDATION

This item will appear before the City Council for a Public Hearing on February 28, 2023. That Lynchburg City Council support the request of Wesley Lynchburg Housing, LP to utilize the Harrisonburg Redevelopment and Housing Authority for the issuance of multifamily residential rental housing revenue bonds.

SUMMARY

Wesley Lynchburg Housing, LP plans to renovate property located at 1201 Long Meadows Drive (Wesley Apartments) in the City of Lynchburg and requested issuance of multifamily residential rental housing revenue bonds through the Harrisonburg Redevelopment and Housing Authority (HRHA). The HRHA approved bond issuance by resolution during the meeting of December 21, 2022. The Harrisonburg City Council then approved a resolution on bond issuance through the HRDA as of January 24, 2023.

The Lynchburg Redevelopment and Housing Authority (LRHA) approved issuance of bonds for the project (Wesley Apartments) with HRHA by resolution on January 19, 2023. A subsequent resolution approved by the Lynchburg City Council would solidify bond funding through HRHA for Wesley Lynchburg Housing, LP.

PRIOR ACTION(S)

None

FISCAL IMPACT

See attached Fiscal Impact Statement

CONTACT(S)

John Hughes, Assistant City Manager
Ann Curtis Saunders (McGuire Woods LLC)
Mary Mayrose (Executive Director LRHA)

ATTACHMENT(S)

1. draft.VUMHDC - Lynchburg TEFRA (Wesley)

2. VUMHDC - Application (Wesley)
3. Wesley - Resolution (City Council - Harrisonburg) (1-24-2023)(170093602.1)
4. Resolution. Wesley Housing (LRHA) 01.2023
5. Wesley - Resolution (HRHA) (12-21-2022)(169014589.1)
6. Wesley - Fiscal Impact Statement(169014666.1)

REVIEWED BY



Alicia Finney, Clerk of Council

Date: February 08, 2023

**RESOLUTION – APPROVAL OF ISSUANCE OF BONDS
BY THE HARRISONBURG REDEVELOPMENT AND HOUSING AUTHORITY
FOR WESLEY APARTMENTS**

WHEREAS, the City Council of the City of Lynchburg, Virginia (the "Council"), is the governing body of the City of Lynchburg, Virginia (the "City"); and

WHEREAS, Wesley Lynchburg Housing LP, a Virginia limited partnership, or an affiliated entity (the "Borrower") plans to acquire, construct, renovate, rehabilitate, and equip an approximately 150-unit multifamily residential rental housing project for seniors known as Wesley Apartments (the "Apartments"), consisting of 10 two-story residential buildings and one one-story community building, and other site work and community-related improvements (the "Project"), all located on approximately 11.161 acres of land in the City at 1201 Long Meadows Drive, Lynchburg, Virginia 24502; and

WHEREAS, the Project shall be established and maintained as a "qualified residential rental project" within the meaning of Section 142(d) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Borrower has requested the Harrisonburg Redevelopment and Housing Authority (the "Harrisonburg Authority") to agree to issue its multifamily residential rental housing revenue bonds under the Virginia Housing Authorities Law, Chapter 1, Title 36 (the "Act") of the Code of Virginia of 1950, as amended (the "Virginia Code") in an amount not to exceed \$14,855,000 (the "Bonds"), the proceeds of which will be used to finance costs to be incurred in acquiring, constructing, renovating, rehabilitating, and equipping the Project and the costs of issuing the Bonds (collectively, the "Plan of Finance"), all as permitted under the Act; and

WHEREAS, the Harrisonburg Authority held a public hearing on December 21, 2022, on the issuance of the Bonds and adopted a resolution on the same date agreeing to issue the Bonds, subject to certain requirements; and

WHEREAS, the City Council of the City of Harrisonburg, Virginia adopted a resolution approving the issuance of the Bonds on January 24, 2023; and

WHEREAS, Section 36-23 of the Act authorizes the Harrisonburg Authority to provide financing assistance for multi-family residential housing developments in the City, provided that the Council, after holding an advertised public hearing on the matter, adopts a resolution which declares a need for the Harrisonburg Authority to exercise its powers within the City; and

WHEREAS, the Council has held an advertised public hearing on February 14, 2023, regarding the need for the Harrisonburg Authority to exercise its powers in the City as required by Section 36-23 of the Act, following notice of such hearing being published in a newspaper of general circulation within the City at least ten (10) days prior to the date set for such hearing as required by Section 36-23 of the Act; and

WHEREAS, the Council has held an additional, concurrent public hearing on February 14, 2023, on the Plan of Finance and the issuance of the Bonds as required by Section 15.2-4906 of

the Virginia Code and Section 147(f) of the Code, following notice of such hearing being published in a newspaper of general circulation within the City at least once a week for two successive weeks with the second advertisement published at least six (6) but not more than (21) days before the date set for such hearing, as required by Section 15.2-4906 of the Virginia Code.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Lynchburg, Virginia, as follows:

1. The Council acknowledges that the assistance of the Harrisonburg Authority, through the issuance of the Bonds, would enable certain improvements to be made to the Apartments, which would consequently improve the Apartments and the surrounding environs of the City, and therefore the Council hereby makes the appropriate findings required by Section 36-23 of the Act, including that the dwelling accommodations available to the persons in the Apartments could be significantly improved and made substantially safer if the Harrisonburg Authority exercises its powers within the territorial boundaries of the City, and declares that there is a need for the Harrisonburg Authority to exercise its powers within the City.

2. The Council hereby approves the issuance of the Bonds by the Harrisonburg Authority for the Project, as required by Section 147(f) of the Code and Section 15.2-4906 of the Virginia Code.

3. This approval does not constitute an endorsement to prospective purchasers of the Bonds or of the creditworthiness of the Apartments, the Project or the Borrower.

4. The issuance of the Bonds shall not create a debt or pledge of the full faith and credit of the Commonwealth of Virginia, the City, the City of Harrisonburg, Virginia, the Harrisonburg Authority or the Lynchburg Redevelopment and Housing Authority. Further, under no circumstances whatsoever will the City and/or the Lynchburg Redevelopment and Housing Authority be obligated to pay the Bonds, the interest thereon, or any other costs incident thereto.

5. This resolution applies exclusively to the Project. Nothing contained herein shall be construed to authorize or permit the Harrisonburg Authority to exercise its powers or engage in any other project financing except as authorized by this resolution.

6. This resolution will take effect immediately upon its adoption and will remain in effect for a period of one year from the date of its adoption.

Adopted by the City Council of the City of Lynchburg, Virginia this 14th day of February, 2023.

Record of the roll-call vote by the City Council of the City of Lynchburg, Virginia, upon reading on a resolution titled "**RESOLUTION – APPROVAL OF ISSUANCE OF BONDS BY THE HARRISONBURG REDEVELOPMENT AND HOUSING AUTHORITY FOR WESLEY APARTMENTS,**" taken at a meeting of the City Council held on February 14, 2023:

	AYE	NAY	ABSTAIN	ABSENT
Stephanie Reed, Mayor				
Chris Faraldi, Vice Mayor				
Jeff Helgeson				
MaryJane Dolan				
Martin Misjuns				
Dr. Sterling Wilder				
Larry Taylor				

The undersigned Clerk of the City Council of the City of Lynchburg, Virginia, hereby certifies that the foregoing is a true, correct, and complete copy of a resolution adopted by the City Council at its meeting duly called and held on February 14, 2023, in accordance with law, and that such resolution has not been repealed, revoked, rescinded, or amended, but is in full force and effect as of the date hereof.

WITNESS my hand and the seal of the City of Lynchburg, Virginia this 14th day of February, 2023.

[SEAL]

Clerk, City Council of the City of Lynchburg,
Virginia

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Lynchburg, Virginia (the "City Council") will hold a public hearing pursuant to Section 36-23 of the Code of Virginia of 1950, as amended, to determine whether dwelling accommodations in the City of Lynchburg, Virginia (the "City"), can be significantly improved and made substantially safer through the exercise by the Harrisonburg Redevelopment and Housing Authority of its powers to issue bonds for the benefit of facilities located within the territorial boundaries of the City. The public hearing, which may be continued or adjourned, will be held at 7:30 p.m. on Tuesday, February 14, 2023, before the City Council in the City Council Chamber, 1st Floor, City Hall, 900 Church Street, Lynchburg, Virginia 24504.

The public hearing will provide an opportunity for interested persons to be heard and communications and writings to be received and considered. Anyone may attend the meeting in person and express an opinion on the issuance of the bonds. The hearing shall provide the fullest opportunity for the expression of opinion, for argument on the merits, and for the introduction of documentary evidence pertinent to the issuance of the proposed private activity bonds.

CLERK OF THE CITY OF LYNCHBURG,
VIRGINIA

**NOTICE OF PUBLIC HEARING BEFORE THE
CITY COUNCIL OF THE CITY OF LYNCHBURG, VIRGINIA
ON PROPOSED PRIVATE ACTIVITY BOND FINANCING FOR
WESLEY LYNCHBURG HOUSING LP**

Notice is hereby given that the City Council of the City of Lynchburg, Virginia (the "City Council") will hold a public hearing on the request of Wesley Lynchburg Housing LP, a Virginia limited partnership (the "Borrower"), whose address is 1706 Grandin Road SW, Roanoke, Virginia 24015, for the issuance by the Harrisonburg Redevelopment and Housing Authority (the "Authority"), whose address is 286 Kelley Street, Harrisonburg, Virginia 22802, of up to \$14,855,000 of its revenue bonds to finance or refinance a portion of the cost of acquiring, constructing, renovating, rehabilitating, and equipping an approximately 150-unit multifamily residential rental housing project for seniors known as Wesley Apartments, consisting of 10 two-story residential buildings and one one-story community building, and other site work and community-related improvements (the "Project"), all located on approximately 11.161 acres of land in the City of Lynchburg, Virginia (the "City"), at 1201 Long Meadows Drive, Lynchburg, Virginia 24502. The Project will meet the requirements of a qualified residential rental project within the meaning of Section 142(d) of the Internal Revenue Code of 1986, as amended. The Project will be owned by the Borrower or an entity affiliated with and controlled by or under common ownership with the Borrower.

The public hearing, which may be continued or adjourned, will be held at 7:30 p.m. on Tuesday, February 14, 2023, before the City Council in the City Council Chamber, 1st Floor, City Hall, 900 Church Street, Lynchburg, Virginia 24504.

The proposed private activity bonds will not pledge the credit or the taxing power of the Commonwealth of Virginia, the City, the City of Harrisonburg, Virginia, the Authority or the Lynchburg Redevelopment and Housing Authority but will be payable solely from the revenues derived from the Borrower and pledged therefor.

The public hearing will provide an opportunity for interested persons to be heard and communications and writings to be received and considered. Anyone may attend the meeting in person and express an opinion on the issuance of the bonds. The hearing shall provide the fullest opportunity for the expression of opinion, for argument on the merits, and for the introduction of documentary evidence pertinent to the issuance of the proposed private activity bonds.

CLERK OF THE CITY OF LYNCHBURG,
VIRGINIA

**HARRISONBURG REDEVELOPMENT AND HOUSING
AUTHORITY, HARRISONBURG, VIRGINIA**

Application Statement for Revenue Bond Financing

EXECUTIVE SUMMARY

Name of Applicant: Wesley Lynchburg Housing LP

Legal structure (Corporation, LLC, LLP, etc.): Virginia limited partnership

Principal business address: 1706 Grandin Road SW, Roanoke, Virginia 24015

Contact representative: Tina Neal Telephone No. 804-334-2507

Proposed Project location: 1201 Long Meadows Drive, Lynchburg, Virginia 24502

Present owner of site: Virginia United Methodist Housing Development Corporation

Present location of Applicant: 1706 Grandin Road SW, Roanoke, Virginia 24015

Type of project: Rehabilitation of a multifamily residential rental housing project for seniors

Number of Housing Units to be provided (if applicable): 150

Number of new jobs to be created: Approximately 75 construction jobs and 5 permanent onsite jobs

Type of building to be constructed or rehabilitated: (Describe construction, square footage, special features, etc.): Rehabilitation of an approximately 150 unit multifamily residential rental housing project for seniors known as Wesley Apartments, consisting of 10 two-story residential buildings and one one-story community building, and other site work and community-related improvements, all located on approximately 10.476 acres of land in the City of Lynchburg, Virginia, at 1201 Long Meadows Drive, Lynchburg, Virginia 24502

Maximum amount of bonds anticipated: \$14,855,000

Proposed purchaser of bonds (if known): Presently unknown

Anticipated maturity of bonds: Within 40 years from the date of issuance

APPLICANT:

1. Legal name of Applicant and state of incorporation:
Wesley Lynchburg Housing LP, a Virginia limited partnership
2. Address and location of principle office:
1706 Grandin Road SW, Roanoke, Virginia 24015
3. Telephone number: 804-334-2507
4. Names and addresses of current officers:
VUM Lynchburg Housing LLC, GP of LP, 1706 Grandin Road SW, Roanoke, Virginia 24015
Momentum Housing, Inc., 1706 Grandin Road SW, Roanoke, Virginia 24015
See attached list of Board Officers of VUMHDC, which are the same as for Momentum Housing, Inc.
5. Applicant Representative (including phone number and email address) to whom correspondence should be directed:
Tina Neal, 804-334-2507, tneal@perseverance-capital.com
6. Name, address, phone number and email address of counsel for Applicant:
Michael W. Graff, Jr., bond counsel, 703-712-5110, mgraft@mcguirewoods.com

STATEMENT OF BENEFITS TO THE CITY OF HARRISONBURG AND THE COMMONWEALTH OF VIRGINIA FROM THIS PROJECT PER CODE OF VIRGINIA § 15.2-4907:

1. State the maximum amount of financing sought.	\$14,855,000
2. State the estimated taxable value of the facility's real property to be constructed in the locality.	\$21,000,000
3. State the estimated real property tax per year using present tax rates.	\$55,740
4. State the estimated personal property tax per year using present tax rates.	\$0
5. State the estimated merchants' capital tax per year using present tax rates.	\$0
6. a. State the estimated dollar value per year of goods that will be purchased from Virginia companies within the locality.	\$2,000
b. State the estimated dollar value per year of goods that will be purchased from non-Virginia companies within the locality.	\$34,545
c. State the estimated dollar value per year of services that will be purchased from Virginia companies within the locality.	\$95,660
d. State the estimated dollar value per year of services that will be purchased from non-Virginia companies within the locality.	\$2,844
7. State the estimated number of regular employees on year round basis.	5
8. State the average annual salary per employee.	\$39,561

IDENTIFICATION AND DESCRIPTION OF PROPOSED PROJECT:

1. Project Name.
Wesley Apartments

2. Location of project.
1201 Long Meadows Drive, Lynchburg, Virginia 24502
3. Describe the type of facility for which you are applying for financing.
Rehabilitation of an approximately 150-unit multifamily residential rental housing project for seniors, consisting of 10 two-story residential buildings and one one-story community building, and other site work and community-related improvements
4. Describe the proposed arrangement to finance the cost of acquisition, construction or rehabilitation of the project. Briefly detail a projected time schedule.
See attached Exhibit A, which is the estimated Unit Delivery Schedule assuming a financial close in June 2023.
5. If the Applicant now owns the project site, indicate:
- a. Date of purchase _____
 - b. Purchase price _____
 - c. Balance of existing mortgage _____
 - e. Site information
 - i) Dimensions: _____ ft. by _____ ft. or _____ acres
 - ii) Tax Map Reference Number: _____
 - iii) Present Zoning Classification: _____
 - iv) Describe the following.
 - a) Are there any buildings on the site? _____
 - b) Is demolition planned? _____
 - c) To your knowledge, does the structure(s) have any historical significance? _____
6. If the Applicant is not the owner of the project site, does the applicant have an option to purchase the site and any buildings on the site? If yes, indicate:
- a. Date option agreement signed with owner November 22, 2022
 - b. Purchase price \$6,550,000
 - c. Expiration date of option December 31, 2023
7. Has the Applicant entered into a contract to purchase the site? If yes, indicate:
- a. Date signed _____
 - b. Purchase price _____
 - c. Settlement date _____
8. Present owner of the site of the project and relationship between the present legal owner and the Applicant. Virginia United Methodist Housing Development Corporation, project developer, an unrelated non-profit.
9. Development team. Please indicate the name, address and telephone number of the architect, engineer, general contractor, major subcontractors, consultants, management agents, lenders, underwriters and other financing participants. See attached list for more detail

Contractor:
Todd Peacock
Peacock Holland
301 South Main Street, Suite 105
Blacksburg, VA 24060

Architect:
Brooke Dooley
Hughes Associates
656 Elm Avenue, SW, Roanoke, VA 24016
bdooley@hughesae.com

10. State the proposed uses of bond proceeds:

Land	\$1,000,000
Buildings	\$5,550,000
Costs of financing, reserves, and cap interest	\$6,037,449
Costs of Rehab and Contingency	\$15,198,558
<u>Total Development Costs</u>	<u>\$27,786,009</u>
Face amount of issue	\$14,855,000

11. Have any of the above expenditures already been made by the Applicant? If yes, please describe: The architect's fees, site engineer, and other third party report providers have already been paid.

12. Have any of the above expenditures been incurred but not paid by the Applicant? If yes, please describe: No.

13. Will any of the funds to be borrowed through the Authority be used to repay or refinance an existing mortgage or outstanding loan? No

14. Please state the type and amount of the outstanding bonds or other obligations, if any, on the present facilities and the year(s) when such obligations will be paid off. None

FINANCIAL

1. Description of Applicant's (or related entity's) present debt, guaranty, long-term contracts, prior liens and other contingent liabilities. The applicant is a new entity and does not have any debt or other contracts, liens or liabilities at this time.

2. Commercial banking connections and duration. The developer has a long term relationship with TowneBank.

3. Has the Applicant, any proposed guarantor or any of their principal partners or shareholders ever declared bankruptcy or been involved in any bankruptcy or insolvency proceeding, whether voluntary or involuntary? If so, please describe. No

4. Has any underwriter, broker or investment banker been retained by Applicant in connection with this proposed bond issue? If so, please provide their name and address. Greg Brunner, DA Davidson, phone 443-615-2885, 757 Third Avenue, Suite 1902, NY, NY 10017
5. Please indicate the person or institution to whom the bonds will be sold or any persons or institutions which have indicated an interest in purchasing the bonds. The bonds will be sold to institutional investors or high net worth individuals.
6. Is the Applicant or any shareholder, partner or affiliate of the Applicant presently involved in any litigation, investigation or proceeding? If so, please describe. No
7. Is the Applicant or any shareholder, partner, or affiliate of the Applicant, or any other person working for or with the Applicant in this proposed financing subject to any order, decree or judgment of any court, administrative or other governmental agency or body? If so, please describe. No
8. Is the Applicant, or any of its shareholders, partners, or any guarantor, or any other person representing or affiliated with the Applicant in connection with this proposed financing, involved in any investigation, litigation or proceeding relating to the issuance or sale of securities or any applicable banking laws or regulations? Have any of the foregoing persons ever been involved in any such investigation, litigation or proceeding? If so, please describe. No
9. Is the Applicant or any of its partners, shareholders or affiliates subject to regulation (other than in the ordinary course of business) by any Federal or State administrative agencies or bodies? If so, please provide details. No

**DETAIL CONCERNING
DESCRIPTION OF MULTI-FAMILY
HOUSING PROJECT
(Only complete if applicable.)**

1. Type of Development (check all that apply)

☒ Rental ☐ Co-op ☐ Condominium ☒ Rehabilitation	☐ New Construction ☒ Elderly ☐ Family
--	---
2. What is the total number of buildings planned: 11
3. Number of units proposed: Total 150; Family _____; Elderly 150
4. In the event of Rehabilitation, provide a brief description of the work to be performed: Approximately 15 units renovated to comply with 504 UFAS standards, of which three will also be equipped as Sensory Impaired Units; the community building will be renovated to have fully

ADA compliant bathrooms, a larger kitchen, accessible laundry facilities, a business center and workout facility and common area Wifi; all new Energy Star windows and new blinds; new 40-year Energy Star roof over new underlayment and R-49 roof insulation, including new gutters, downspouts and flashing; new vinyl siding, exterior trim, column wraps; efficiency units will be reconfigured to provide a larger more open kitchen; all 1- and 2-bedroom units will be reconfigured to provide a larger kitchen with an island or bar top; new split system high efficiency HVAC units and dehumidification units in each apartment; new exterior doors; new step-in showers or new bathtub/showers in all units; all new WaterSense plumbing fixtures in baths and kitchens; all new LED lighting; all new kitchen cabinets and countertops; all new Energy Star appliances; all new Energy Star water heaters; replacement of all handrails and guard rails; improved site and parking signage; repair or replace exterior stairs; improved dumpster pads and aprons; new site and building signage; replacement and new landscaping as required by VA Housing; infrastructure for high-speed internet services in all units; photoelectric controlled exterior lighting and site lighting per VA Housing MDCR.

5. List community facilities and project amenities planned for the development (include square footage of each): Rehabilitation of approximately 150 units, consisting of 10 two-story residential buildings and one one-story community building, and other site work and community-related improvements as described in item 4 above, all located on approximately 10.476 acres of land in the City of Lynchburg, Virginia, at 1201 Long Meadows Drive, Lynchburg, Virginia 24502. The approximately 150 units consist of 36 studio apartments of approximately 15,970 rentable square feet in the aggregate, 78 one-bedroom apartments of approximately 45,248 rentable square feet in the aggregate, and 36 two-bedroom apartments of approximately 27,050 rentable square feet in the aggregate.

6. List any Commercial or Professional Facilities: None

Applicant Information:

7. List previous multi-family experience of Applicant or any principals of Applicant. Include project name, location, and number of units, type of financing and whether subsidized. (If no previous experience, please indicate).

Virginia United Methodist Housing Development Corporation has developed numerous affordable properties, and is certified as an Experienced Developer for Virginia Housing. The majority of the developments have been age-restricted, but it has also developed a number of family properties. In addition to the projects it has developed on its own, Virginia United Methodist Housing Development Corporation frequently partners with for-profit affordable developers in furtherance of its mission. Total units developed are approximately 990 as developer/GP/Manager and an additional 1,105 with other partners. Virginia United Methodist Housing Development Corporation has experience operating projects with the following types of financing:

- LIHTC - 8 properties consisting of 716 total units, 2 originally involving SPARC funds
- HUD 220 PRAC projects - 8 properties consisting of 203 units
- HUD 207 projects - 2 properties consisting of 71 units

A full list of Virginia United Methodist Housing Development Corporation 's development projects is available upon request.

8. Has the Applicant or any shareholder, partner, or affiliate of the Applicant ever had a financial interest in real estate that:

- a. Was foreclosed upon? No
- b. Was assigned to the lender (or nominee) or to FHA? No
- c. Was the subject of a forbearance or other deferment arrangement with the FHA, or any mortgage? No

If so, please describe. Not applicable.

ATTACH THE FOLLOWING AS EXHIBITS TO THIS APPLICATION

1. Site Plan
2. Photograph(s) of Site: Available upon request
3. Copy of applicable Housing Assistance Plan

NOTE: IF THE AUTHORITY HAS ACCEPTED A PARTIALLY COMPLETED APPLICATION, UPON THIRTY DAYS WRITTEN NOTICE THE APPLICANT SHALL COMPLETE THIS APPLICATION IN ITS ENTIRETY, INCLUDING PROVIDING ALL ATTACHMENTS, OR COMPLETE SUCH PORTIONS AS MAY BE REQUESTED BY THE AUTHORITY FROM TIME TO TIME. ANY AND ALL COSTS TO THE AUTHORITY, INCLUDING ITS ATTORNEY'S FEES INCURRED IN SUCH PROCESS WILL BE PAID BY THE APPLICANT.

By: Applicant

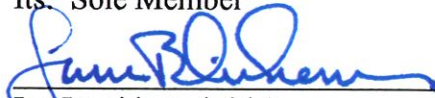
Wesley Lynchburg Housing, L.P.,
a Virginia limited partnership

By: VUM Lynchburg Housing, LLC,
A Virginia limited liability company
Its: General Partner

By: Momentum Housing, Inc.
Its: Sole Member

Agent:

By:


Its: President (Title)

COVER SHEET FOR WESLEY APARTMENTS CITY OF LYNCHBURG, VIRGINIA

LAND DISTURBANCE APPROVAL
Kate D. Miller
PLAN APPROVING AUTHORITY
DATE 07/12/2022 **2022**

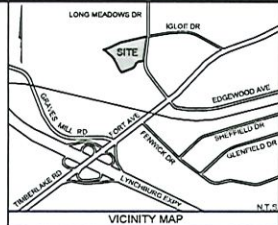
EXISTING LEGEND	PROPOSED LEGEND	VIRGINIA UNIFORM CODING SYSTEM FOR EROSION AND SEDIMENT CONTROL PRACTICES
- EXISTING IRON PIN FOUND - ELECTRIC POLE - ELECTRIC FEEDSTAIL - TELEPHONE FEEDSTAIL - FIRE HYDRANT - WATER METER - STORM MANHOLE - SANITARY MANHOLE - CLANDRINE - LIGHT POLE - CLANDRINE - GAS METER - BENCH MARK - EDGE OF PAVEMENT - EDGE OF WOODS - OVERHEAD ELECTRIC - UNDERGROUND ELECTRIC - CONCRETE	- LIMITS OF CLEARING/GRADING - PROPOSED INDEX CONTOUR - PROPOSED CONTOUR - STORM SEWER - STORM INLET - STORM SEWER STRUCTURE LABEL - SANITARY SEWER LINE - SANITARY SEWER MANHOLE - SANITARY STRUCTURE MARKER - WATER LINE - FIRE HYDRANT - GATE VALVE & BOX - CONCRETE ANCHOR - ACCESSIBLE PARKING SIGN - CURB AND GUTTER - REVERSE CURB AND GUTTER - LIGHT DUTY ASPHALT PAVEMENT - HEAVY DUTY ASPHALT PAVEMENT - CONCRETE	* CHART TAKEN FROM THE VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK (JULY 1995) - TEMPORARY CONSTRUCTION ENTRANCE (3.03) - SILT FENCE (3.06) - STORM DRAIN INLET PROTECTION (3.07) - TEMPORARY SEEDING (3.31) - PERMANENT SEEDING (3.32) - MULCHING (3.35)

UTILITY CONTRACTS	SPOT ELEVATION LEGEND	ABBREVIATIONS LEGEND
WATER & SEWER: CITY OF LYNCHBURG DEPARTMENT OF WATER RESOURCES ATTN: HARRY DOSS 525 TAYLOR STREET LYNCHBURG, VA 24001 (434) 455-4271 TELEPHONE: VERIZON VIRGINIA INC. LESLIE HUDSON ENGINEERING DEPARTMENT 553 LEEVILLE ROAD LYNCHBURG, VA 24002 (434) 279-9622 REPAIR: 1-888-665-0203 ELECTRICITY: AMERICAN ELECTRIC POWER TONY HODGALL 401 MAYFLOWER DRIVE LYNCHBURG, VA 24001 (434) 520-4238 GAS: COLUMBIA GAS OF VIRGINIA INC. CUSTOMER SERVICE RICHMOND, VA 23238 (800) 540-8911 CABLE: COMCAST DIGITAL CABLE 4010 WARDS ROAD SUITE C LYNCHBURG, VA 24002 (800) 266-5279 FIRE: CITY OF LYNCHBURG FIRE DEPARTMENT LYNCHBURG COMMUNICATIONS (911 DISPATCH) (WHEN ALTERING OR REDUCING WATER AVAILABILITY ON ROUTES) 434 647 1485 OR 434 647 1602	- P PAVEMENT - W WALK - FF FINISH FLOOR - CP EDGE OF PAVEMENT - TC TOP OF CURB - TW TOP OF WALL - BW BOTTOM OF WALL - TS TOP OF STAIRS - BS BOTTOM OF STAIRS - LP LOW POINT - HP HIGH POINT - MG MATCH GRADE - P+H WALK & PAVEMENT AT EQUAL ELEVATIONS - R+H PAVEMENT ELEVATION AT HIGH POINT - W+H WALK ELEVATION AT HIGH POINT - W+L WALK ELEVATION AT LOW POINT - G+M GROUND ELEVATION TO MATCH EXISTING ELEVATION	- AD ALGEBRAIC DIFFERENCE - AR AIR RELEASE ASSEMBLY - BOL BLOW OFF - BS BEGINNING OF LINE - CL CLASS - CONC CONCRETE - DIP DUCTILE IRON PIPE - ELEV ELEVATION - EOL END OF LINE - FA FIRE HYDRANT ASSEMBLY - HOPE HIGH DENSITY POLYETHYLENE PIPE - INW INVERT - NTS NOT TO SCALE - OPC OUTLET PROTECTION FOR BYPASS CULVERTS - ONS OUTLET PROTECTION FOR STORM SEWER LINES - PC POINT OF CURVATURE - PI POINT OF INTERSECTION - PT POINT OF TANGENT - PVC POINT OF VERTICAL CURVATURE - PVT POINT OF VERTICAL TANGENT - PVI POINT OF VERTICAL INTERSECTION - POC POINT ON CURVE - POD POINT OF COMPOUND CURVATURE - RAD RADIUS - RCP REINFORCED CONCRETE PIPE - SCH SCHEDULE - SDR STANDARD DIAMETER RATIO - SPEC SPECIFICATION - STOP STOPPING SIGHT DISTANCE - STA STATION - STD STANDARD - TEL TELCOMMUNICATIONS UTILITY - TBR TO BE REMOVED - TYP TYPICAL - VOOT VIRGINIA DEPARTMENT OF TRANSPORTATION

- SUGGESTED CONSTRUCTION SEQUENCE**
1. INSTALL CONSTRUCTION ENTRANCE. CONTRACTOR TO DETERMINE LOCATION OF CONSTRUCTION ENTRANCE.
 2. INSTALL PERIMETER CONTROLS DEPENDANT ON CONSTRUCTION MEANS AND METHODS.
 3. COMPLETE DEMOLITION OF PAVEMENT AND HARDSCAPE DEMOLITION.
 4. INSTALL STONE IN REVEALED PARKING AREA.
 5. INSTALL NEW INLETS AND DRAINAGE PIPE.
 6. INSTALL INLET PROTECTION AS EACH STORMWATER STRUCTURE IS PLACED.
 7. INSTALL NEW EROSION AND SEDIMENTATION CONTROLS. ADD NEW PAVEMENT MARKINGS AND CROSS WALKS.
 8. SPREAD TOPSOIL, TEMPORARY/PERMANENT SEEDING AND MULCHING TO BE PLACED ON ALL DISTURBED AREAS AS INDICATED ON THE PLANS.
 9. CONTRACTOR TO RESTORE ALL AREAS BACK TO EITHER PROPOSED GRADES OR EXISTING CONDITIONS AFTER COMPLETION OF THE PROJECT. ALL DISTURBED AREAS, MAUL ROADS, CONSTRUCTION ROADS, LAY DOWN AREAS, ETC. SHALL BE RESTORED.
 10. ALL TEMPORARY E&S MEASURES SHALL BE REMOVED WITHIN 30 DAYS OF PERMANENT SITE STABILIZATION.

THE ENGINEER AND/OR SURVEYOR TAKES NO RESPONSIBILITY FOR THE LOCATION OR ACCURACY OF THE UTILITIES AS SHOWN HEREON OR ANY UTILITIES WITHIN THE PROJECT THAT MAY NOT BE SHOWN HEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES TO SEE IF ANY UTILITIES EXIST WITHIN THE AREA OF THE PROJECT BEFORE ANY CONSTRUCTION BEGINS, ANY COST INCURRED BY DAMAGING ANY UTILITY WITHIN THE PROJECT SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

48 WORKING HOURS PRIOR TO STARTING THE WORK, THE CONTRACTOR SHALL CALL MISS UTILITY AT PHONE NUMBER 811 AND ADVISE THE NATURE AND LOCATION OF THE WORK.



GENERAL NOTES:

1. PARCEL ID: 15501001
2. ZONED: R-4, R-C
3. ACREAGE: 10.47 AC
4. CURRENT USE: APARTMENT COMPLEX
5. PROPOSED USE: APARTMENT COMPLEX
6. PROPERTY ADDRESS: 1201 LONG MEADOWS DR, LYNCHBURG, VA 24002
7. CLIENT: VIRGINIA UNITED METHUEN HOUSING DEVELOPMENT CORPORATION
8. ADDRESS: 1706 GRANDIN ROAD SW ROANOKE, VA 24015
9. CONTACT: MIKE KADLAK
10. PHONE: 540-344-6881
11. EMAIL: KADDT2@COMCAST.NET
12. THE SCOPE OF THIS PLAN SHALL INCLUDE THE CONSTRUCTION OF 15 ACCESSIBLE PARKING SPACES AND ACCESSIBLE ROUTE.
13. TOTAL DISTURBED AREA WILL BE: 0.10 ACRES. A VDMSPRPP WILL NOT BE REQUIRED.
14. NO DEMOLITION, SITE WORK, OR GRADING IS PERMITTED PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT ISSUED BY THE CITY OF LYNCHBURG.
15. ALL EROSION/STORMWATER MANAGEMENT MEASURES MUST BE DE-INSTALLED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY AND ALL TEMPORARY EROSION MEASURES MUST BE REMOVED WITHIN 30 DAYS OF PERMANENT STABILIZATION OF THE SITE.
16. ALL CONSTRUCTION STAGING, LOADING, TEMPORARY PARKING, AND LAY DOWN AREAS SHALL BE COORDINATED WITH THE OWNER PRIOR TO ANY CONSTRUCTION OR DEMOLITION ACTIVITIES.
17. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ADEQUATE DUST CONTROL TO PREVENT DAMAGING AND/OR HARMFUL AIRBORNE DUST FROM LEAVING THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING WHATEVER MEASURES ARE NECESSARY TO CORRECT AND/OR COMPENSATE BORDERING PROPERTY OWNERS AND THE OWNER FOR ALL DAMAGES DUE TO DUST. NO DUST CONTROL ADHESIVES ARE PROPOSED FOR THIS PROJECT.
18. THIS PROJECT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF LYNCHBURG MANUAL OF DETAILS AND SPECIFICATIONS.
19. CONTRACTOR RESPONSIBLE FOR OBTAINING ALL PERMITS AND BONDS AS DEEMED NECESSARY BY THE CITY OF LYNCHBURG.
20. CONTRACTOR SHALL CONTACT THE CITY OF LYNCHBURG PRIOR TO ANY DEMOLITION OR GRADING ACTIVITIES WITHIN THE RIGHT OF WAY TO OBTAIN THE APPROPRIATE PERMITS.
21. CONTRACTOR SHALL CONTACT THE OWNER IN WRITING NOT LESS THAN 30 DAYS MINIMUM PRIOR TO ANY DEMOLITION AND/OR CONSTRUCTION ACTIVITY TO VERIFY MARKING OF EXISTING UTILITY SERVICES.
22. A SOIL TEST IS REQUIRED, PRIOR TO FINAL SITE ESTABLISHMENT, TO DETERMINE FERTILIZER APPLICATION RATES FOR THE ESTABLISHMENT OF GRASS ON SITE. THE VIRGINIA COOPERATIVE EXTENSION, OR A GEOTECHNICAL FIRM WITH SOIL TESTING FACILITIES, SHALL BE CONTACTED TO OBTAIN A SOILS REPORT FOR NUTRIENT APPLICATION.
23. A PORTION OF THE AREA SHOWN HEREON IS LOCATED WITHIN FLOOD HAZARD ZONE 'AE' FOR A 100 YEAR FLOOD AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS SHOWN ON FEMA MAP #1500030102D DATED JUNE 3, 2008. THE APPROXIMATE LIMITS OF FLOOD HAZARD ZONE 'AE' ARE SHOWN HEREON BY SCALING FROM THE AFOREMENTIONED MAP.
24. THE CITY OF LYNCHBURG WILL REQUIRE A PRE-CONSTRUCTION MEETING WITH THE PROJECT OWNER OR AN OWNER DESIGNATED AGENT, THE CERTIFIED RESPONSIBLE LAND DISTURBER, THE ENGINEER AND THE CITY OF LYNCHBURG ENVIRONMENTAL PLAN REVIEWER PRIOR TO THE ISSUANCE OF THE LAND DISTURBANCE PERMIT. LYNCHBURG ENVIRONMENTAL PLAN REVIEWER MAY BE CONTACTED AT 434-455-3900 TO SET UP MEETING.
25. CONTRACTOR SHALL BE PREPARED TO PROVIDE THEIR CERTIFICATION NUMBER AT THIS MEETING.
26. ALL APPLICABLE FEDERAL/STATE PERMITS (INCLUDING THOSE ISSUED BY THE U.S. ARMY CORPS OF ENGINEERS, VIRGINIA DEPARTMENT OF ENVIRONMENTAL AND VIRGINIA MARINE RESOURCES COMMISSION) FOR WORK IN STREAMS AND WETLANDS MUST BE SECURED PRIOR TO SITE PLAN APPROVAL FOR THE PROJECT.
27. CONTACT THE CITY ENVIRONMENTAL REVIEWER, THE CITY CONSTRUCTION COORDINATOR AND MISS UTILITY 48 HOURS IN ADVANCE OF ANY CONSTRUCTION ACTIVITY.
28. ANY ADDITIONAL SIGNS MUST BE SUBMITTED FOR REVIEW OUTSIDE THE NORMAL TRC PROCESS.
29. ALL PROPOSED PRIVATE UTILITIES SHALL BE INSTALLED UNDERGROUND.
30. THE LIMITS OF CLEARING AND GRADING, AND ALL CRITICAL AREAS, SHOULD BE CLEARLY MARKED / FLAGGED IN THE FIELD AND MAINTAINED DURING CONSTRUCTION.

STORMWATER

THIS PROJECT DISTURBS LESS THAN 5,000 SF, SO WATER QUANTITY AND QUALITY TREATMENT IS NOT REQUIRED. THE EXISTING PAVEMENT IS TO BE REMOVED DOWN TO THE TOP OF THE EXISTING STONE BASE AND WILL NOT BE REQUIRED EXCAVATION ON DOWN TO SOIL SURGRADE. STONE WILL BE ADDED TO BRING REVEALED PARKING AREA UP TO FINISHED SURGRADE. SEE DETAIL SHEET C-501. THE PROJECT WILL NOT INCREASE THE AMOUNT OF IMPERVIOUS AREA, SO THERE WILL BE NO INCREASE IN RUNOFF RATES. SITE RUNOFF WILL BE DIRECTED TO AN EXISTING STORM SEWER SYSTEM NETWORK. THIS SYSTEM IS ADEQUATELY SIZED AND THERE ARE NO KNOWN FLOODING ISSUES.

SHEET INDEX

- G-001 COVER SHEET
- G-002 GENERAL NOTES
- V-101 TOPOGRAPHIC SURVEY
- C-101 DEMOLITION AND STAGE 1 E&S PLAN
- C-102 SITE LAYOUT
- C-102.1 ACCESSIBLE ROUTE PLAN
- C-103 GRADING AND STAGE 2 E&S PLAN
- C-501 SITE DETAILS
- C-502 EROSION CONTROL DETAILS

"I hereby certify that, to the best of my ability, this plan has been prepared, where applicable, in accordance with the latest City of Lynchburg Manual of Specifications and Standard Details and City Code."

Signature: *[Signature]*
Printed Name and Title: J. CHECK C. PROFFITT, JR.
Date: 07/12/2022, Registration Number: 257378

"I hereby certify that all site construction, drainage and grading will be done pursuant to this plan and that the applicable Stormwater Management conditions and requirements of the City of Lynchburg, the Commonwealth of Virginia and the Federal Government and its agencies are hereby made part of the plan."

Signature: _____
Printed Name: _____ Date: _____

LAND DISTURBANCE ONLY EROSION & SEDIMENT CONTROL APPROVAL
TRC: _____ DATE: _____
E&S: _____ DATE: _____

IMPERVIOUS AREA STATISTICS:

PROJECT AREA: 0.66 AC
EXISTING PROJECT IMPERVIOUS AREA: 0.50 AC
FINAL PROJECT IMPERVIOUS AREA: 0.51 AC
(INCREASE OF 0.01 AC)

VIRGINIA CERTIFIED RESPONSIBLE LAND DISTURBER

NAME - PRINTED	SIGNATURE	DATE
_____	_____	_____
PHONE #	COMPANY	
_____	_____	_____
ADDRESS		
_____	_____	_____

PROJECT NO: 20210819
LAT: 37.3742°
LONG: -79.1998°
DATE: 06/04/2021
DRAWN BY: NRD
CHECKED BY: PCP



REVIEW SET

0 50 100 200
SCALE 1" = 100'

HURT & PROFFITT
SHEET NO. G-001 REV. _____



1	SPOT ELEVATION
2	CONTOUR
3	STREET LIGHT
4	UTILITY POLE
5	WATER METER
6	SEWER METER
7	WATER VALVE
8	SEWER VALVE
9	WATER MAIN
10	SEWER MAIN
11	WATER SERVICE LINE
12	SEWER SERVICE LINE
13	WATER METER BOX
14	SEWER METER BOX
15	WATER VALVE BOX
16	SEWER VALVE BOX
17	WATER MAIN BOX
18	SEWER MAIN BOX
19	WATER SERVICE LINE BOX
20	SEWER SERVICE LINE BOX
21	WATER METER BOX
22	SEWER METER BOX
23	WATER VALVE BOX
24	SEWER VALVE BOX
25	WATER MAIN BOX
26	SEWER MAIN BOX
27	WATER SERVICE LINE BOX
28	SEWER SERVICE LINE BOX
29	WATER METER BOX
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92	SEWER SERVICE LINE BOX
93	WATER METER BOX
94	SEWER METER BOX
95	WATER VALVE BOX
96	SEWER VALVE BOX
97	WATER MAIN BOX
98	SEWER MAIN BOX
99	WATER SERVICE LINE BOX
100	SEWER SERVICE LINE BOX

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TOPOGRAPHIC SURVEY

OF PART OF THE PROPERTY OF

VIRGINIA UNITED METHODIST HOUSING DEVELOPMENT CORP.

CITY OF LYNCHBURG, VIRGINIA

PROJECT NO. 20210419

FILE NO. 20210419

DATE 02/28/2021

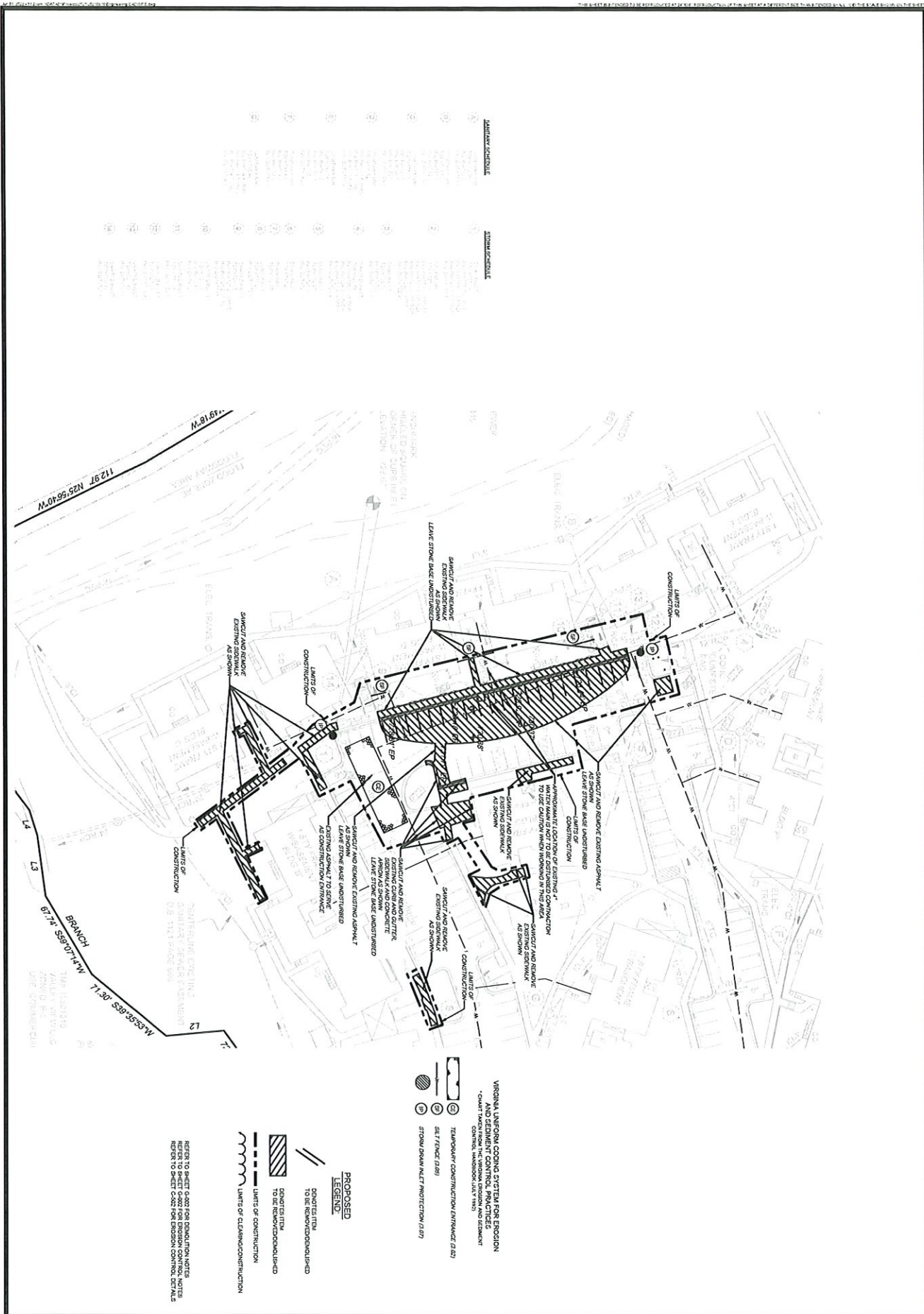
BY JAM

CHECKED BY JAM

HURT & PROFFITT

SHEET NO. REV.

V-101



REVIEW SET

HURT & PROFFITT

SHEET NO. C-101

DEMOLITION AND STAGE 1 E&S PLAN

FOR

WESLEY APARTMENTS

CITY OF LYNCHBURG, VIRGINIA

HURT & PROFFITT

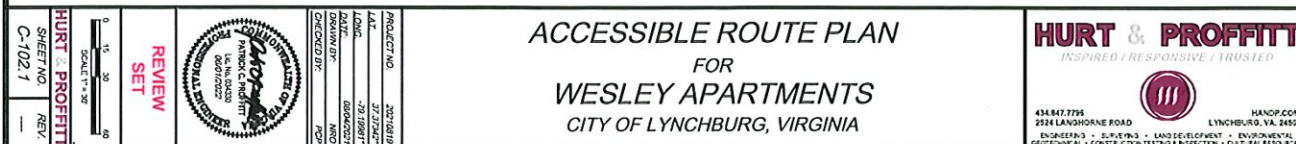
INSPIRED / RESPONSIVE / TRUSTED

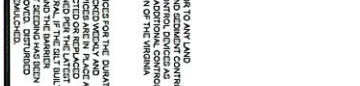
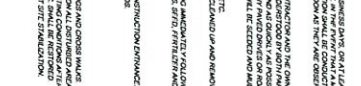
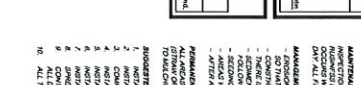
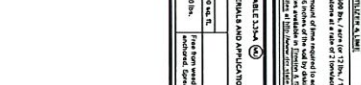
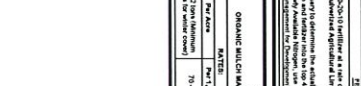
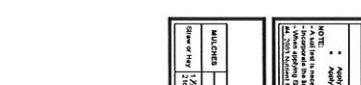
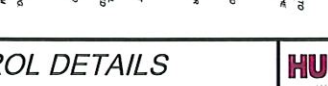
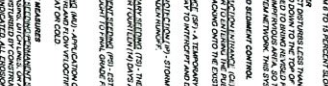
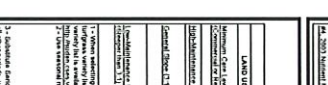
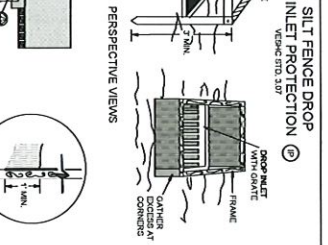
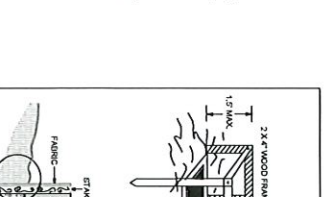
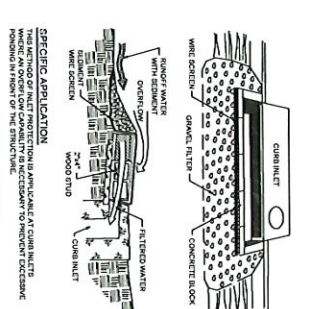
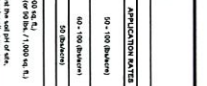
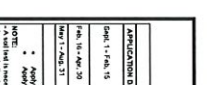
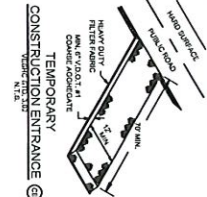
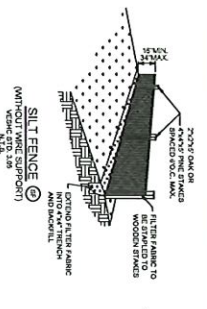
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GEOTECHNICAL • CIVIL/CONSTRUCTION • EROSION CONTROL • LANDSCAPE ARCHITECTURE

EROSION CONTROL DETAILS
FOR
WESLEY APARTMENTS
CITY OF LYNCHBURG, VIRGINIA

HURT & PROFFITT
SHEET NO. C-502
REV. 1

REVIEW SET

PROJECT NO. 20010819
DATE 03/23/2021
DRAWN BY J. H. H. H.
CHECKED BY J. H. H. H.

APPROVED BY J. H. H. H.

APPROVED BY J. H. H. H.

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

Indicate Diversity, Equity and Inclusion (DEI) Designation if this team member is SWAM or Service Disabled Veteran as defined in manual.

ACTION: Provide copy of certification from Commonwealth of Virginia, if applicable - **TAB Z**

1. Tax Attorney:	Todd Brockmann	This is a Related Entity.	FALSE
Firm Name:	Brockmann Law	DEI Designation?	FALSE
Address:	17250 Lancaster Highway, Suite 608, Charlotte, NC 28277		
Email:	tbrockmann@brockmannlawfirm.com	Phone:	(908) 247-3014
2. Tax Accountant:	Kevin Rayfield	This is a Related Entity.	FALSE
Firm Name:	Forvis (formerly Dixon Hughes)	DEI Designation?	FALSE
Address:	1829 Eastchester Drive, High Point, NC 27265		
Email:	Kevin.Rayfield@forvis.com	Phone:	(336) 822-4364
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	
4. Management Entity:	Joyce Martin	This is a Related Entity.	FALSE
Firm Name:	Amurcon Realty	DEI Designation?	FALSE
Address:	919 East Main Street, Suite 1400, Richmond, VA 23219		
Email:	jamartin@amurcon.com	Phone:	(804) 729-6060
5. Contractor:	Todd Peacock	This is a Related Entity.	FALSE
Firm Name:	Peacock Holland	DEI Designation?	FALSE
Address:	301 South Main Street, Suite 105		
Email:	Blacksburg, VA 24060	Phone:	(540) 998-2550
6. Architect:	Brooke Dooley	This is a Related Entity.	FALSE
Firm Name:	Hughes Associates	DEI Designation?	FALSE
Address:	656 Elm Avenue, SW, Roanoke, VA 24016		
Email:	bdooley@hughesae.com	Phone:	(540) 239-7109
7. Real Estate Attorney:	Laura Lee Garrett	This is a Related Entity.	FALSE
Firm Name:	Hirschler	DEI Designation?	FALSE
Address:	2100 East Cary Street, Richmond, VA 23223		
Email:	lgarrett@hirschlerlaw.com	Phone:	(804) 771-9525
8. Mortgage Banker:	Tina Neal	This is a Related Entity.	FALSE
Firm Name:	Perseverance Capital Advisors LLC	DEI Designation?	TRUE
Address:	4901 Dickens Road, Suite 100, Richmond, VA 23230		
Email:	tneal@perseverance-capital.com	Phone:	(804) 334-2507
9. Other:	Mike Kadilak	This is a Related Entity.	FALSE
Firm Name:	Kadilak Consulting	DEI Designation?	FALSE
Address:	38211 Audrey Court, Hamilton, VA 20158		
Email:	kaddy29@comcast.net	Role:	Construction Manager
		Phone:	(571) 238-0224

VIRGINIA UNITED METHODIST HOUSING DEVELOPMENT CORPORATION BOARD OF DIRECTORS AND PARTNERS

2023 (Updated 11-22-2022)

MEMBERS										
Name	Position	Year elected to the Board	Summary Background	Address	Phone Type	Phone Number	email	Term Expires 12/31 of year shown	Lay or Clergy	District
Lawrence B. Dickenson	Board Chairperson and Director	1996	Elected Director 1996, VP(2010), Secretary(2014). B.S. in Arch from UVA 1976. Employed in construction industry 1976-2017, incl Exec VP of the Branch Group in Roanoke 2010-2017.	3101 Hubbard Road, SW Roanoke, VA 24018	Cell Office	(540) 354-8022 (540) 982-1678	lbickenson@gmail.com	2023	Lay	Roanoke
Dr. James G. O’Quinn	Vice President and Director	1987	Elected Director 1987 and served as Sec and/or VP since then. Ordained clergy in VAUMC 1976 serving in lcoal churches. Also certified as counselor and expert witness in area of sexual abuse. B.A from Birmingham Southern Univ and M. Div from Emory Univ Seminary.	13896 Stanley Park Drive Ashland, VA 23005	Office Cell	(540) 786-6162 (804) 467-9543	oquinnjim@gmail.com JimOQuinn@vaumc.org	2025	Clergy	James River
Reverend Ernest T. Herndon, Jr.	Secretary and Director	2003	Elected Director 2003 and Sec in 2016. Worked in chemical industry prior to ordination in VAUMC 1973. Currently District Supt for Harrisonburg District overseeing 82 churches. B.S in Chemistry/Biology from Methodist Univ and M.Div from Duke Univ. Also serving as president of the Va United Meth Assembly Center in Blackstone, VA.	9102 Pornello Lane Glen Allen, VA 23060	Home Cell Office	(804) 729-4938 (540) 560-9572 (804) 521-1157	tommyherndon@vaumc.org	2024	Clergy	Harrisonburg
W. Randolph Spears, CPA	Treasurer and Director	2018	Graduate of Virginia Tech in Business/Finance 1976. Employed by Ernst & Young (25 yrs) as a Partner providing tax, audit & consulting services to international Fortune 500 companies. CFO of Richmond YMCA (12 years)	640 Blakeston Drive North Chesterfield, VA 23236	Cell	(804) 306-2574	rspears.obx@gmail.com	2023	Lay	James River
David Lee Brown	Director	2012	Part-time lay pastor in VAUMC.	5575 Seminary Rd #313 Falls Church, VA 22041	Cell	(703) 303-5724	brownbas@fastmail.fm	2024	Lay	Arlington
David Dommisse	Director	2022	Virginia UMC Conference Treasurer and Business Administrator. Is also on the Board of the Va UM Foundation.	10330 Staples Mill Road, Glen Allen, Va 23060	Office	(804) 521-1109	DavidDommisse@vaumc.org	2025	Lay	James River
Monty Cox	Director	2014	Retired executive from Nielson Construction in Harrisonburg, VA. Graduate of WVU.	199 Hayneswood Lane New Market, Virginia 22844	Home Cell	(540) 740-8540 (540) 624-3944	mcox@shentel.net	2025	Lay	Harrisonburg
Kathy Lutman	Director	2015	Comptroller for a real estate brokerage firm and licensed real estate agent in VA.	39635 Rodeffer Road Lovettsville, VA 20180	Cell	(540) 454-2836	klutman213@aol.com	2024	Lay	Winchester
Sue Boltz	Director	2015	Engaged in commercial property management.	205 Grebe Drive Lake Frederick, VA 22630	Home Cell	(540) 868-8949	sboltzmno@gmail.com	2023	Lay	Alexandria
Harold E. White, Sr	Director	2015	Full time Clergy in VAUMC.	P. O. Box 32 Birdsnest, VA 23307	Office Home	(757) 678-7600 (757) 824-0206	haroldwhite@vaumc.org	2024	Clergy	Eastern Shore
Lawrence Julihn	Director	2018	Graduate of U S Naval Academy . Career naval officer for 26 years including staff roles for US 6th Fleet and Sec of Defense. VP of Samuels International (23 yrs) consulting for multi-national firms in Africa. Currently a residential real estate agent.	11 Morrison Court Fredericksburg, VA 22405	Cell	(703) 501-1794	ljulihn@gmail.com	2023	Lay	Fredericksburg
Joe Thielecke	Director	2019	B.S. Finance Va Tach 2003. Real Estate & Construction professional. Currently Project Manager for Branch Builds, Inc (Roanoke, VA) responsible for major commercial/institutional projects in VA/NC. Elected VUMHDC Director 2019.	1341 Sewell Lane SW Roanoke, VA 24015	Office Cell	(540) 989-5215 (540) 520-1477	joe.thielecke@branchbuilds.com	2025	Lay	Roanoke

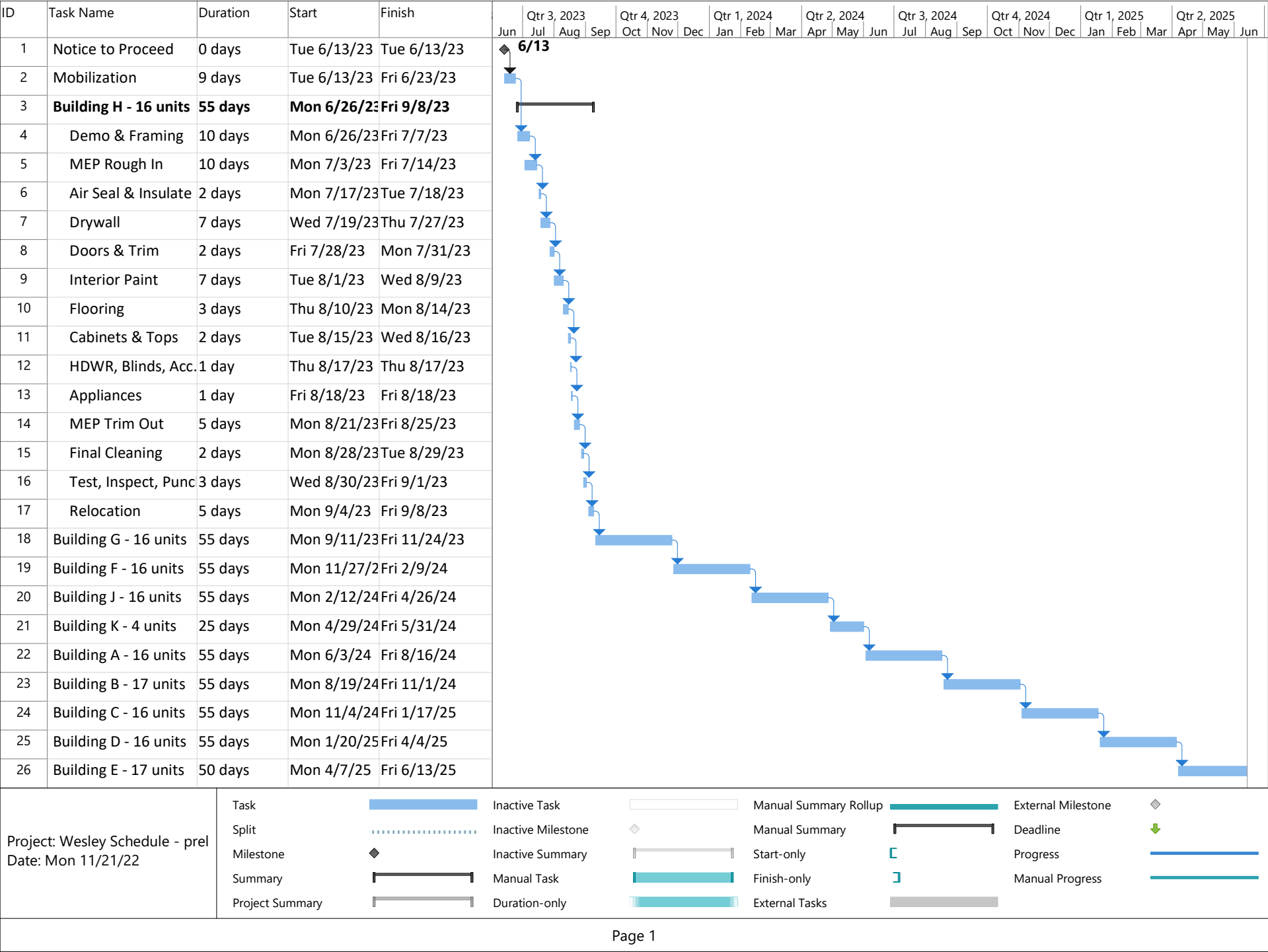
Tina K. Neal	Financial Advisor		www.perseverance-capital.com	Perseverance Capital Advisors 4901 Dickens Road, Suite 100 Richmond, VA 23230	Office Cell	804-334-2507	tneal@perseverance-capital.com	N/A	N/A	N/A
Sam Jones, COO Joyce Martin	Property Manager AMURCON		www.amurcon.com	Amurcon Realty 919 East Main St, Suite 1400 Richmond, VA 23219-3531	Office -SJ Office-JM Cell-JM	804-729-6052 804-729-6060 804-920-2191	jamartin@amurcon.com ; sajones@amurcon.com	N/A	N/A	N/A
Todd C. Brockmann	LIHTC Counsel		www.brockmann.law	17250 Lancaster Highway, Ste 608 Charlotte, NC 28277	office	704-541-5779	tbrockmann@brockmannlawfirm.com	N/A	N/A	N/A
Laura Lee Garrett	Legal Counsel		www.hirschlerlaw.com	Hirschler 2100 E. Cary Street Richmond, VA 23223-7078	Office Cell	804-771-9525 804-512-2871	lgarrett@hirschlerlaw.com	N/A	N/A	N/A
Mike Kadilak	Construction Manager		kadirakconsulting.com	38211 Audrey Court Hamilton, VA 20158	Cell	571-238-0224	kaddy29@comcast.net	N/A	N/A	N/A
Kevin Rayfield	Audit & Tax CPA		www.forvis.com	Forvis 1829 Eastchester Drive High Point, NC 27265	Office	336-822-4364	kevin.rayfield@forvis.com	N/A	N/A	N/A
Richard N. Tager, President	Development Partner		www.ahd1.com	AHD, Inc.	Office	301-901-6660	rtager@ahd1.com	N/A	N/A	N/A
Craig Patterson, Sr VP	Development Partner		www.wodagroup.com	The Woda Group, Inc. 229 Huber Village Blvd., #100 Westerville, OH 43081	Office	989-464-8195	cpatterson@wodagroup.com	N/A	N/A	N/A
Kimberly Porter Christina Williams	Development Partner		www.foreproperty.com	Fore Property Company 1741 Village Center Circle Las Vegas, NV 89134	Office	702-562-6050	kporter@foreproperty.com ; cwilliams@foreproperty.com	N/A	N/A	N/A
Mr. David Mark Koogler	Development Partner		www.mark-dana.com	19 Silverstrand Place The Woodlands, TX 77381-4187 Mark-Dana Corp Inc. President 26302 Oak Ridge Dr. Suite 100 Spring, TX 77380	Office Office 2 Cell Fax	281-363-4210 713-906-4460 713-542-5699 281-419-1991	koogtx@aol.com dkoogler@mark-dana.com	N/A	N/A	N/A

VUMHDC Office

Physical Address: 1706 Grandin Road, SW, Roanoke, VA 24015

(540) 344-6861

[Click here for directions to the Center](#)



RESOLUTION APPROVING THE ISSUANCE BY THE HARRISONBURG REDEVELOPMENT AND HOUSING AUTHORITY OF ITS REVENUE BONDS FOR THE ACQUISITION, CONSTRUCTION, RENOVATION, REHABILITATION, AND EQUIPPING OF THE APPROXIMATELY 150 UNIT WESLEY APARTMENTS MULTIFAMILY HOUSING FACILITY LOCATED IN THE CITY OF LYNCHBURG, VIRGINIA

WHEREAS, the Harrisonburg Redevelopment and Housing Authority (the "Authority") is authorized to advertise and hold public hearings relative to the issuance of private activity bonds; and

WHEREAS, the Authority has considered the application of Wesley Lynchburg Housing LP, a Virginia limited partnership (the "Borrower"), requesting that the Authority issue up to \$14,855,000 of its revenue bonds (the "Bonds") to assist the Borrower in financing or refinancing the acquisition, construction, renovation, rehabilitation, and equipping of an approximately 150-unit multifamily residential rental housing project for seniors known as Wesley Apartments, consisting of 10 two-story residential buildings and one one-story community building, and other site-work and community-related improvements (the "Project"), all located on approximately 11.161 acres of land in the City of Lynchburg, Virginia, at 1201 Long Meadows Drive, Lynchburg, Virginia 24502, and the costs of issuing the Bonds (collectively, the "Plan of Finance"), and has held a public hearing in connection therewith on December 21, 2022; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), provides that the applicable elected representatives of the governmental unit having jurisdiction over the issuer of private activity bonds must approve the issuance of such bonds; and

WHEREAS, the Authority issues its bonds on behalf of the City of Harrisonburg, Virginia (the "City"); and

WHEREAS, the Authority, as the issuing governmental unit with respect to the Bonds, has no applicable elected representative, the City constitutes the next highest governmental unit with such a representative, and the members of the City Council of the City (the "Council") constitute the applicable elected representatives of the City; and

WHEREAS, the Authority has previously held a public hearing regarding the Plan of Finance and adopted a resolution authorizing in principle the issuance of the Bonds; and

WHEREAS, the Authority has recommended that the Council approve the issuance of the Bonds; and

WHEREAS, a copy of the Authority's resolution authorizing the issuance of the Bonds, subject to the terms to be agreed upon, a Fiscal Impact Statement complying with the requirements of Section 15.2-4907 of the Code of Virginia of 1950, as amended (the "Virginia Code"), as applicable to housing authorities, and a certificate of the public hearing have been filed with the Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HARRISONBURG, VIRGINIA THAT:

1. The Council approves the issuance of the Bonds by the Authority for the benefit of the Borrower, as required by Section 147(f) of the Code, Section 15.2-4906 of the Virginia Code, as applicable to housing authorities, and, to the extent applicable, Section 36-19(9) of the Virginia Code to permit the Authority to assist in the financing of the Plan of Finance.

2. The approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Project or the Borrower.

3. The Bonds shall provide that neither the Commonwealth of Virginia, the City of Lynchburg, Virginia, the City, nor the Authority shall be obligated to pay the Bonds or the interest thereon or other costs incident thereto except from the revenues and monies pledged thereto and that neither the faith and credit nor the taxing power of the Commonwealth of Virginia, the City of Lynchburg, Virginia, the City, or the Authority is pledged to the payment of the principal of the Bonds or the interest thereon or other costs incident thereto.

4. In adopting this resolution, the City, including its elected representatives, officers, employees, and agents, shall not be liable for, and hereby disclaim all liability for, any damages to any person, direct or consequential, resulting from the Authority's failure to issue the Bonds for any reason.

5. This resolution shall take effect immediately upon its adoption.

Adopted by the City Council of the City of Harrisonburg, Virginia this 24th day of January, 2023.

CERTIFICATE

Record of the roll-call vote by the City Council of the City of Harrisonburg, Virginia, upon reading on a resolution titled "**RESOLUTION APPROVING THE ISSUANCE BY THE HARRISONBURG REDEVELOPMENT AND HOUSING AUTHORITY OF ITS REVENUE BONDS FOR THE ACQUISITION, CONSTRUCTION, RENOVATION, REHABILITATION, AND EQUIPPING OF THE APPROXIMATELY 150 UNIT WESLEY APARTMENTS MULTIFAMILY HOUSING FACILITY LOCATED IN THE CITY OF LYNCHBURG, VIRGINIA,**" taken at a meeting of the City Council held on January 24, 2023:

	AYE	NAY	ABSTAIN	ABSENT
Deanna R. Reed, Mayor	✓			
Laura Dent	✓			
Christopher B. Jones	✓			
Dany Fleming	✓			
Monica Robinson	✓			

The undersigned Clerk of the City Council of the City of Harrisonburg, Virginia, hereby certifies that the foregoing is a true, correct, and complete copy of a resolution adopted by the City Council at its meeting duly called and held on January 24, 2023, in accordance with law, and that such resolution has not been repealed, revoked, rescinded, or amended, but is in full force and effect as of the date hereof.

WITNESS my hand and the seal of the City of Harrisonburg, Virginia this 24th day of January, 2023.

[SEAL]



Clerk, City Council of the City of
Harrisonburg, Virginia

**RESOLUTION – APPROVAL OF ISSUANCE OF BONDS
BY THE HARRISONBURG REDEVELOPMENT AND HOUSING AUTHORITY
FOR WESLEY APARTMENTS**

WHEREAS, there have been described to the Lynchburg Redevelopment and Housing Authority (the "Lynchburg Authority") the plans by Wesley Lynchburg Housing LP, a Virginia limited partnership, or an affiliated entity (the "Borrower") to acquire, construct, renovate, rehabilitate, and equip an approximately 150-unit multifamily residential rental housing project for seniors known as Wesley Apartments (the "Apartments"), consisting of 10 two-story residential buildings and one one-story community building, and other site work and community-related improvements (the "Project"), all located on approximately 11.161 acres of land in the City of Lynchburg, Virginia (the "City"), at 1201 Long Meadows Drive, Lynchburg, Virginia 24502; and

WHEREAS, the Project shall be established and maintained as a "qualified residential rental project" within the meaning of Section 142(d) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Borrower has requested the Harrisonburg Redevelopment and Housing Authority (the "Harrisonburg Authority") to agree to issue its multifamily residential rental housing revenue bonds under the Virginia Housing Authorities Law, Chapter 1, Title 36 (the "Act") of the Code of Virginia of 1950, as amended (the "Virginia Code") in an amount not to exceed \$14,855,000 (the "Bonds"), the proceeds of which will be used to finance costs to be incurred in acquiring, constructing, renovating, rehabilitating, and equipping the Project and the costs of issuing the Bonds (collectively, the "Plan of Finance"), all as permitted under the Act; and

WHEREAS, the Harrisonburg Authority held a public hearing on December 21, 2022, on the issuance of the Bonds and adopted a resolution on the same date agreeing to issue the Bonds, subject to certain requirements; and

WHEREAS, Section 36-23 of the Act authorizes the Harrisonburg Authority to provide financing assistance for multi-family residential housing developments in the City, provided the City Council of the City, after holding an advertised public hearing on the matter, and the Lynchburg Authority adopt resolutions which declare a need for the Harrisonburg Authority to exercise its powers within the City; and

NOW THEREFORE BE IT RESOLVED by the Lynchburg Redevelopment and Housing Authority, as follows:

1. The Lynchburg Authority acknowledges that the assistance of the Harrisonburg Authority through the issuance of the Bonds would enable certain improvements to be made to the Apartments, which would consequently improve the Apartments and the surrounding environs of the City, and therefore the Lynchburg Authority hereby makes the appropriate findings required by Section 36-23 of the Act and declares that there is a need for the Harrisonburg Authority to exercise its powers within the City.

2. The Lynchburg Authority hereby approves the issuance of the Bonds by the Harrisonburg Authority for the Project, as required by Section 147(f) of the Code and Section 15.2-4906 of the Virginia Code.

3. This approval does not constitute an endorsement to prospective purchasers of the Bonds or of the creditworthiness of the Apartments, the Project or the Borrower.

4. The issuance of the Bonds shall not create a debt or pledge of the full faith and credit of the Commonwealth of Virginia, the City, the City of Harrisonburg, Virginia, the Lynchburg Authority or the Harrisonburg Authority.

5. This resolution applies exclusively to the Project. Nothing contained herein shall be construed to authorize or permit the Harrisonburg Authority to exercise its powers or engage in any other project financing except as authorized by this resolution.

CERTIFICATE OF VOTES

Record of the roll-call vote by the Lynchburg Redevelopment and Housing Authority, upon reading on a resolution titled "**RESOLUTION – APPROVAL OF ISSUANCE OF BONDS BY THE HARRISONBURG REDEVELOPMENT AND HOUSING AUTHORITY FOR WESLEY APARTMENTS**" taken at a meeting of the Authority held on 1/19, 2023:

	AYE	NAY	ABSTAIN	ABSENT
Raymond Booth, Chair	☒			
Davina H. Bare	☒			
Sarah E. Ploch	☒			
Lauretta B. Spencer	☒			
Treney Tweedy				☒
Marc A. Schewel	☒			

Dated: January 19, 2023

(SEAL)



Mary Mayrose, Executive Director
Lynchburg Redevelopment and Housing Authority

**INDUCEMENT RESOLUTION
REGARDING THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE
BONDS FOR THE ACQUISITION, CONSTRUCTION, RENOVATION,
REHABILITATION, AND EQUIPPING OF WESLEY APARTMENTS
LOCATED IN THE CITY OF LYNCHBURG, VIRGINIA**

WHEREAS, there have been described to the Harrisonburg Redevelopment and Housing Authority (the "Authority") the plans by Wesley Lynchburg Housing LP, a Virginia limited partnership, or an affiliated entity (the "Borrower") to acquire, construct, renovate, rehabilitate, and equip an approximately 150-unit multifamily residential rental housing project for seniors known as Wesley Apartments, consisting of 10 two-story residential buildings and one one-story community building, and other site work and community-related improvements (the "Project"), all located on approximately 11.161 acres of land in the City of Lynchburg, Virginia, at 1201 Long Meadows Drive, Lynchburg, Virginia 24502; and

WHEREAS, the Project shall be established and maintained as a "qualified residential rental project" within the meaning of Section 142(d) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Authority is empowered, pursuant to the Virginia Housing Authorities Law, Chapter 1, Title 36 (the "Act") of the Code of Virginia of 1950, as amended (the "Virginia Code"), to issue its bonds for the purpose, among others, of financing the acquisition, construction, renovation, rehabilitation, and equipping of multifamily residential rental apartment projects such as the Project; and

WHEREAS, the Borrower has requested the Authority to agree to issue its multifamily residential rental housing revenue bonds under the Act in an amount not to exceed \$14,855,000 (the "Bonds"), the proceeds of which will be used to finance costs to be incurred in acquiring, constructing, renovating, rehabilitating, and equipping the Project and the costs of issuing the Bonds (collectively, the "Plan of Finance"), all as permitted under the Act; and

WHEREAS, a public hearing (the "Public Hearing") has been held on December 21, 2022, with respect to the Plan of Finance and the Bonds in accordance with Section 147(f) of the Code and Section 15.2-4906 of the Virginia Code, as applicable to housing authorities,.

NOW, THEREFORE, BE IT RESOLVED BY THE HARRISONBURG REDEVELOPMENT AND HOUSING AUTHORITY THAT:

1. The foregoing recitals are approved by the Authority and are incorporated in, and deemed a part of, this resolution.
2. It is hereby found and determined that the acquisition, construction, renovation, rehabilitation, and equipping of the Project by the Borrower will further the

public purposes of the Act by assisting in providing housing to "persons of low income" and "persons of moderate income" (as each such term is defined in the Act).

3. It is hereby found and determined that the Project will constitute a "housing project" as that term is defined in the Act.

4. To induce the Borrower to acquire, construct, renovate, rehabilitate, and equip the Project and maintain the Project as a "qualified residential rental project" within the meaning of Section 142(d) of the Code, the Authority hereby agrees, subject to approvals required by applicable law, to assist the Borrower in financing the Plan of Finance, in each case only as permitted by applicable law, by undertaking the issuance of (and hereby declares its official intent to issue) its multifamily housing revenue bonds therefor in the maximum principal amount not to exceed \$14,855,000 upon the terms and conditions to be mutually agreed upon between the Authority and the Borrower. The Bonds shall be issued in form and pursuant to terms to be set by the Authority.

5. It having been represented to the Authority that it is necessary to proceed with the acquisition, construction, renovation, rehabilitation, and equipping of the Project, the Authority hereby agrees that the Borrower may proceed with the plans for the Project, enter into contracts related to the acquisition, construction, renovation, rehabilitation, and equipping and take such other steps as it may deem appropriate in connection therewith, provided that nothing herein shall be deemed to authorize the Borrower to obligate the Authority without its consent in each instance to the payment of any moneys or the performance of any acts in connection with the Project.

6. The Authority hereby designates McGuireWoods LLP, Tysons, Virginia, to serve as bond counsel and hereby appoints such firm to supervise the proceedings and approve the issuance of the Bonds.

7. The Authority hereby agrees, if requested, to accept the recommendation of the Borrower with respect to the appointment of a placement agent or underwriter for the sale of Bonds or a purchaser for the Bonds, pursuant to terms to be mutually agreed upon.

8. All costs and expenses in connection with the Bonds, including but not limited to the fees and expenses of the Authority, bond counsel, and counsel for the Authority, shall be paid from the proceeds of the Bonds (but only to the extent permitted by applicable law) or by the Borrower. If for any reason such Bonds are not issued, it is understood that all such expenses shall be paid by the Borrower and that the Authority shall have no responsibility therefor.

9. In adopting this resolution, the Authority intends to evidence its "official intent" to reimburse the Project expenditures with proceeds from the issuance of the Bonds within the meaning of Treasury Regulations Section 1.150-2, including, without limitation, such expenditures with respect to the Project as are incurred prior to the issuance of the Bonds but not more than sixty (60) days before the date of this Resolution.

10. The Bonds shall be limited obligations of the Authority and shall be payable solely out of revenues, receipts, and payments specifically pledged therefor. Neither the commissioners, officers, agents or employees of the Authority, past, present and future, nor any person executing the Bonds, shall be liable personally on the Bonds by reason of the issuance thereof. The Bonds shall not be deemed to constitute a general obligation debt or a pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including the Authority or the City of Harrisonburg, Virginia (the "City") (and the Bonds shall so state on their face), and neither the Commonwealth of Virginia nor any such political subdivision thereof shall be personally liable thereon, nor in any event shall the Bonds be payable out of any funds or properties other than the special funds and sources provided therefor. Neither the faith and credit nor the taxing power of the Commonwealth of Virginia, or any political subdivision thereof, shall be pledged to the payment of the principal of the Bonds or the interest thereon or other costs incident thereto. The Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

11. The Authority (including its officers, commissioners, employees, and agents) shall not be liable and hereby disclaims all liability to the Borrower and all other persons or entities for any damages, direct or consequential, resulting from the issuance of the Bonds or failure of the Authority to issue the Bonds for any reason. Any obligation of the Authority to exercise its powers to issue the Bonds as requested by the Borrower is contingent upon the satisfaction of all legal requirements and the Authority shall not be liable and hereby disclaims all liability to the Borrower for any damages, direct or consequential, resulting from the Authority's failure to issue Bonds for the Project for any reason, including but not limited to, the failure of the City Council of the City (the "City Council") to approve the issuance of the Bonds.

12. The Authority recommends that the City Council approve the issuance of the Bonds and hereby directs the Chair or the Vice Chair of the Authority to submit to the City Council a reasonably detailed summary of the comments, if any, expressed at the public hearing, the fiscal impact statement required by Virginia law, and a copy of this Resolution.

13. The Authority hereby authorizes the Chair, the Vice Chair or the Executive Director of the Authority to request an allocation or allocations of the State Ceiling (as defined in Section 15.2-5000 of the Virginia Code) in accordance with the applicable provisions of the Virginia Code and any regulations or executive orders issued thereunder. All costs incurred by the Authority, if any, in connection with such proceeding shall be paid for by the Borrower.

14. No Bonds may be issued pursuant to this resolution until such time as (a) the issuance of the Bonds has been approved by the City Council and (b) the Bonds have received an allocation or allocations of the State Ceiling in accordance with the applicable provisions of the Virginia Code and any regulations or executive orders issued thereunder.

15. The approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds or the creditworthiness of the Project or the Borrower.

16. All other acts of the officers of the Authority, which are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance of the Bonds, are hereby approved and confirmed.

17. This resolution shall take effect immediately upon its adoption.

Adopted: December 21, 2022

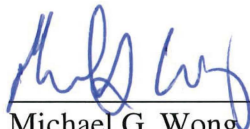
CERTIFICATE OF VOTES

Record of the roll-call vote by the Harrisonburg Redevelopment and Housing Authority, upon reading on a resolution titled " **INDUCEMENT RESOLUTION REGARDING THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE ACQUISITION, CONSTRUCTION, RENOVATION, REHABILITATION, AND EQUIPPING OF WESLEY APARTMENTS LOCATED IN THE CITY OF LYNCHBURG, VIRGINIA** " taken at a meeting of the Authority held on December 21, 2022:

	AYE	NAY	ABSTAIN	ABSENT
Dany Fleming, Chair	✓			
Christine Fasching Maphis	✓			
Kevin Coffman				✓
Luciano Benjamin	✓			
Gil Colman	✓			
Shonda Green	✓			

Dated: December 21, 2022

(SEAL)



Michael G. Wong, Executive Director
Harrisonburg Redevelopment and Housing
Authority

FISCAL IMPACT STATEMENT
FOR PROPOSED BOND FINANCING

Date: December 21, 2022

To the Mayor and City Council
of the City Harrisonburg, Virginia

Applicant: Wesley Lynchburg Housing LP

Facility: Multifamily Housing Facility to be known as Wesley Apartments

1.	Maximum amount of financing sought.	\$	14,855,000
2.	Estimated taxable value of the facility's real property to be constructed in the locality.	\$	21,000,000
3.	Estimated real property tax per year using present tax rates.	\$	55,740
4.	Estimated personal property tax per year using present tax rates.	\$	0
5.	Estimated merchants' capital tax per year using present tax rates.	\$	0
6.	(a) Estimated dollar value per year of goods that will be purchased from Virginia companies within the locality.	\$	2,000
	(b) Estimated dollar value per year of goods that will be purchased from non-Virginia companies within the locality.	\$	34,545
	(c) Estimated dollar value per year of services that will be purchased from Virginia companies within the locality.	\$	95,660
	(d) Estimated dollar value per year of services that will be purchased from non-Virginia companies within the locality.	\$	2,844
7.	Estimated number of regular employees on year round basis.		5
8.	Average annual salary per employee.	\$	39,561



Chair, Harrisonburg Redevelopment and Housing
Authority

AGENDA ITEM SUMMARY

MEETING DATE

February 14, 2023

PRESENTED BY

Andrew LaGala, Airport Director

AGENDA ITEM # IV.3

Campbell County Stormwater Management Maintenance Agreement

RECOMMENDATION

Adopt a Resolution that would authorize a stormwater management maintenance agreement between the City of Lynchburg and the County of Campbell and authorize the City Manager to execute the same.

SUMMARY

The City of Lynchburg desires approval of a Stormwater Management Plan for the installation and maintenance of stormwater management practices and facilities labeled as UGD #1 (Underground Detention) on the listed parcel below:

Tax Parcel # 22-A-5, Deed Book/Page 101/110, recorded in the Clerk's Office of the Circuit Court of Campbell County, Virginia

This parcel is located on the Lynchburg Regional Airport premises and is associated with the new Council approved Freedom Aviation 19,600 +/- sf aircraft hangar. The County of Campbell and the City of Lynchburg agree that the health, safety, and general welfare of the residents of Campbell County, Virginia require that on-site stormwater management practices and facilities be constructed and maintained by the City of Lynchburg.

PRIOR ACTION(S)

None

FISCAL IMPACT

None

CONTACT(S)

Andrew LaGala, Airport Director

ATTACHMENT(S)

1. Stormwater Resolution 2023
2. 2022 SWM Agreement Form _Amended__REV 1_December 2022
3. Council Agenda Item - Stormwater BIB

REVIEWED BY



Andrew LaGala, Airport Director

Date: January 23, 2023



Greg Patrick, Deputy City Manager

Date: February 09, 2023



Alicia Finney, Clerk of Council

Date: February 09, 2023

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CAMPBELL COUNTY STORMWATER MANAGEMENT MAINTENANCE AGREEMENT BETWEEN THE CITY OF LYNCHBURG AND CAMPBELL COUNTY; SAID AGREEMENT BEING FOR THE INSTALLATION AND MAINTENANCE OF STORMWATER MANAGEMENT PRACTICES AND FACILITIES AT THE LYNCHBURG REGIONAL AIRPORT IN CAMPBELL COUNTY, VIRGINIA

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

1. That the City Manager is hereby authorized, on behalf of the City of Lynchburg, to take any and all actions necessary to execute and effectuate the Campbell County Stormwater Management Maintenance Agreement between the City of Lynchburg and Campbell County for the installation and maintenance of Stormwater Management Practices and Facilities at the Lynchburg Regional Airport in Campbell County, Virginia. A copy of such agreement is attached hereto, dated **February 14, 2023**, and incorporated herein by reference. Such agreement is hereby further accepted and approved.
2. That this Resolution shall become effective upon its adoption.

Adopted:

Certified: _____
Clerk of Council

TAX PARCEL NO(S).: 22-A-5

**CAMPBELL COUNTY
STORMWATER MANAGEMENT MAINTENANCE AGREEMENT**

Land Disturbance Permit #: _____

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **CITY OF LYNCHBURG, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia, Grantor, hereinafter called the “Owner,” whose legal address is 900 Church St., Lynchburg VA 24504, and the **COUNTY OF CAMPBELL, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, acting by and through its **BOARD OF SUPERVISORS**, Grantee, hereinafter called the “County,” whose legal address is 47 Courthouse Lane, Post Office Box 100, Rustburg, Virginia 24588;

WITNESSETH:

WHEREAS, the **CITY OF LYNCHBURG, VIRGINIA** is the Owner of that certain parcel of land identified as:

Tax Parcel # 22-A-5, Deed Book/Page 101/110, recorded in the Clerk’s Office of the Circuit Court of Campbell County, Virginia, referred to herein as the “Property”;

WHEREAS, Owner desires the approval of a Stormwater Management Plan referred to as the “Stormwater Summary,” for the installation and maintenance of stormwater management practices and facilities, as required by the County, a copy of which Stormwater Summary is attached hereto and which is expressly incorporated by reference herein. The Stormwater Summary provides details and specifications for stormwater management practices and or facility(ies), and all other drainage conveyance channels, and drainage systems including permanent erosion and sediment control measures and improvements within the confines of the Property, referred to as the “Facilities”;

List of Stormwater Management Practices and Facilities:

1. UGD #1 (Underground Detention)
2. _____
3. _____
4. _____

WHEREAS, the County and the Owner agree that the health, safety, and general welfare of the residents of Campbell County, Virginia require that on-site stormwater management practices and Facilities as shown on the Stormwater Summary be constructed on the Property by the Owner and adequately maintained by the Owner;

NOW, THEREFORE, in consideration of the foregoing Property, the mutual benefits and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **This Agreement shall be recorded among the land records in the Clerk's Office of the Circuit Court of Campbell County, Virginia, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs, and any other successors in interest.**

2. The on-site stormwater management practices and Facilities shall be constructed by the Owner in accordance with the attached Stormwater Summary and, upon completion of construction of such Facilities, Owner shall provide written certifications required by §8-20 of the Campbell County Code of 1988.

3. The Owner shall maintain the practices and Facilities in accordance with the maintenance procedures shown on the attached Stormwater Summary in order to assure good working order acceptable to the County. Such maintenance procedures shall meet or exceed those maintenance requirements set forth in Chapter 8 of the Campbell County Code of 1988, particularly in §8-21(E) thereof, *which provisions are incorporated herein by reference*, and pertinent state statutes and regulations, whichever standard is more stringent. For the purposes of this Agreement, maintenance shall include site stabilization, clean-out of silt and sediment upon completion of land-disturbing activities and at regular intervals thereafter, maintenance of safety fencing when required by the VSMP Program Administrator, clearing of undergrowth, trees, and other debris at least four (4) times a year, periodic inspections by Owner and necessary remediation of problems by Owner, and such other repair, reconstruction or replacement of practices and Facilities as necessary to meet the standards in this Agreement. The Stormwater Summary shall place particular emphasis on operating and maintaining the Facility in compliance with the project design in such manner as to maintain its structural integrity, safety, and effectiveness during both normal and abnormal conditions which may reasonably be expected to occur during its planned life.

4. The Owner hereby grants permission to the County, its authorized agents and employees to enter upon the Property and to inspect the practices and Facilities on a month-to-month basis, such permission being a license to enter the Property. Such right of access will *allow* the County to inspect the facility, but the County is under no obligation to conduct periodic inspections. Defects or deficiencies discovered during any such inspection shall be documented and specific measures to be taken to remedy such defect or deficiency shall be described in writing, a copy of which shall be provided to Owner. Owner agrees to perform promptly all needed maintenance and correct defects and/or deficiencies reported to it by County. Such defects and/or deficiencies shall be corrected within a reasonable period of time as determined between by the County. Owner further agrees to notify County in writing at the below address immediately upon any change in legal status, address, or telephone number of Owner.

5. Owner further agrees to waive the notice requirement specified in Paragraph 5 above when the County determines that an immediate inspection of the Facilities is necessary due to threat of imminent danger to life or property or other emergency. The County, or its agents,

may enter immediately upon the Property and take whatever reasonable steps it deems necessary to mitigate the danger or emergency. The County shall notify the Owner of such entrance as soon as possible but in no event later than twenty-four (24) hours after such entry. Alternatively, the County may notify the Owner by telephone to take necessary action within a specified time period. Should Owner fail to respond, or should Owner inform County that it does not intend to act with the specified time period, then County, or its agents, may enter immediately upon the Property and take whatever reasonable steps it deems necessary to mitigate the danger or emergency.

6. In the event of notice being required under Paragraph 5 above or any other provision of this Agreement, such notice shall be deemed to have been given when put in writing and deposited in the U. S. Mail (first class mail with postage prepaid) to the following:

If to the Owner:

Airport Director
Lynchburg Regional Airport
4308 Wards Road, Ste. 100
Lynchburg, VA 24502

If to County:

County Administrator
County of Campbell
Post Office Box 100
Rustburg, Virginia 24588

7. In the event the Owner fails to maintain the practices and Facilities, as shown on the attached Stormwater Summary, as required, or to promptly correct defects and/or deficiencies reported to it by County within the prescribed time period, the County may enter upon the Property after notice as required in Paragraph 5 above and take whatever steps it deems necessary to maintain said practices and Facilities. This provision shall not be construed to allow the County to erect any structure of a permanent nature on the land of the Owner without first obtaining written approval of the Owner. It is expressly understood and agreed that the County is under no obligation to maintain or repair said practices and Facilities, and in no event shall this Agreement be construed to impose any such obligations on the County.

8. In the event the County, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its administrators, executors, assigns, heirs, and any other successors in interest shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all costs incurred by the County hereunder.

9. Notwithstanding the above-mentioned remedies, Owner and County acknowledge that the County may take such other additional enforcement actions as are set forth

in Chapter 8 of the Campbell County Code of 1988, including, but not limited to, those prescribed in §8-23, as the County may deem necessary.

10. It is the intent of this Agreement to ensure the proper maintenance of on-site Facilities by the Owner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater damage.

11. The County shall not pay any compensation to Owner, its administrators, executors, assigns, heirs, or any other successors in interest at any time for its use of the Property in any way necessary for the inspection and maintenance of the practices and Facilities, including access to.

12. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

13. Stormwater summary including details and the specifications for stormwater management practices and facilities to be undertaken on the subject property shall be attached hereto and are hereby incorporated by reference as a part of this Agreement.

14. Such covenant running with the land shall be described in full or incorporated by reference into each deed of conveyance out of the described Property, and such covenant shall be noted on any subsequently recorded plat of subdivision or re-subdivision of Property.

[Remainder of page intentionally blank, signatures on pages 5 and 6]

IN WITNESS WHEREOF, the **CITY OF LYNCHBURG, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia, pursuant to a Resolution duly adopted on the ____ day of _____, 20____ by the Lynchburg City Council, has caused this instrument to be executed by Wynter C. Benda, its City Manager.

CITY OF LYNCHBURG, VIRGINIA

[Signature of officer] By: _____ (SEAL)
[Print name of officer and his title] _____

STATE OF VIRGINIA,
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, on behalf of the City of Lynchburg, Virginia, Owner.

Notary Public

My commission expires: _____.
Reg. ID. No. _____.

IN FURTHER WITNESS WHEREOF, the BOARD OF SUPERVISORS of the COUNTY OF CAMPBELL, VIRGINIA, has caused this instrument to be executed by Paul E. Harvey Director Community Development, on behalf of the BOARD OF SUPERVISORS of the COUNTY OF CAMPBELL, VIRGINIA.

**THE BOARD OF SUPERVISORS OF CAMPBELL
COUNTY, VIRGINIA**

By: _____ (SEAL)
Paul E. Harvey, Director Community Development

STATE OF VIRGINIA,
COUNTY OF CAMPBELL, to-wit:

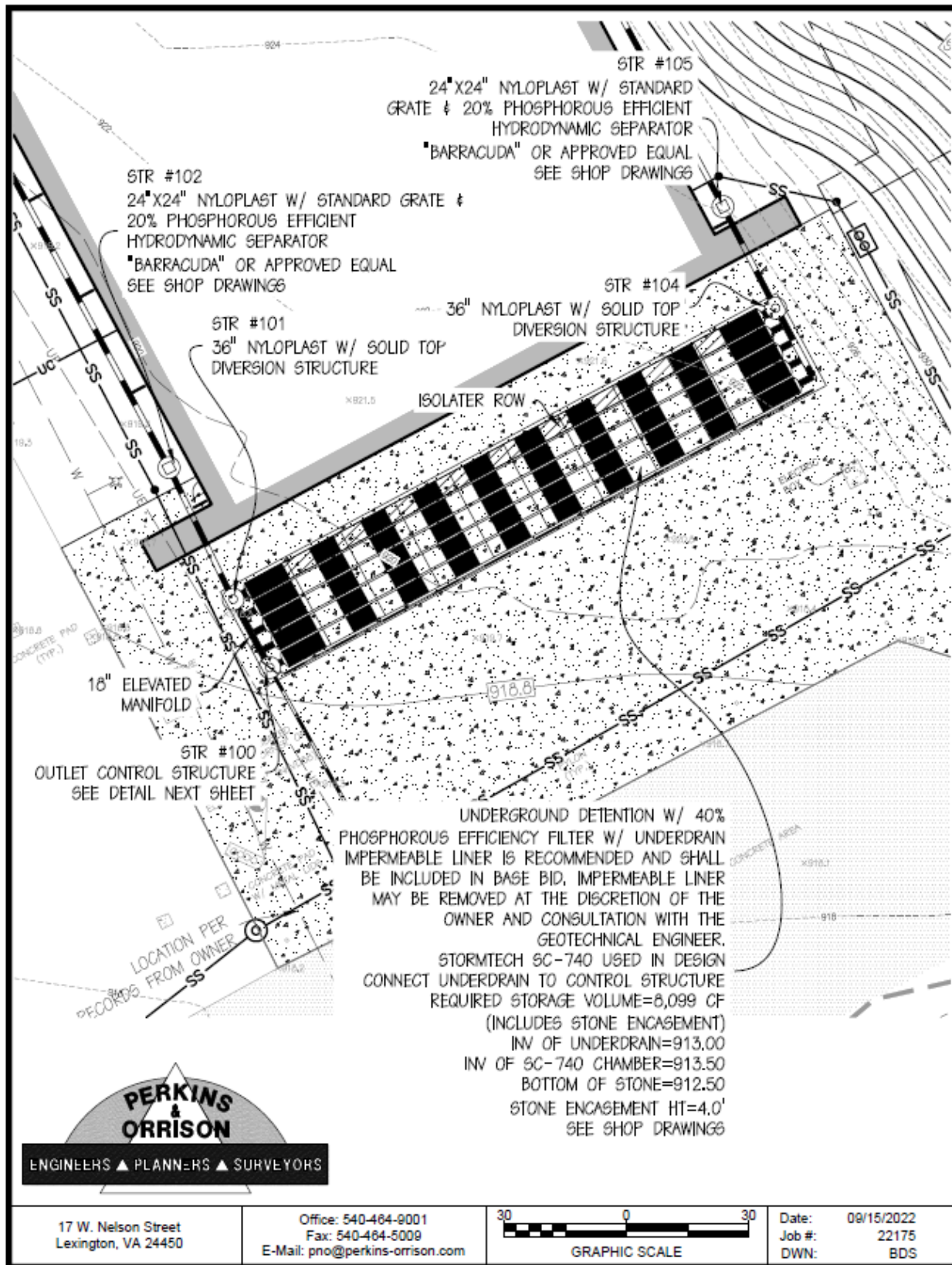
The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by PAUL E. HARVEY, Director Community Development for the County of Campbell, Virginia, on behalf of the BOARD OF SUPERVISORS of the COUNTY OF CAMPBELL, VIRGINIA.

(SEAL)

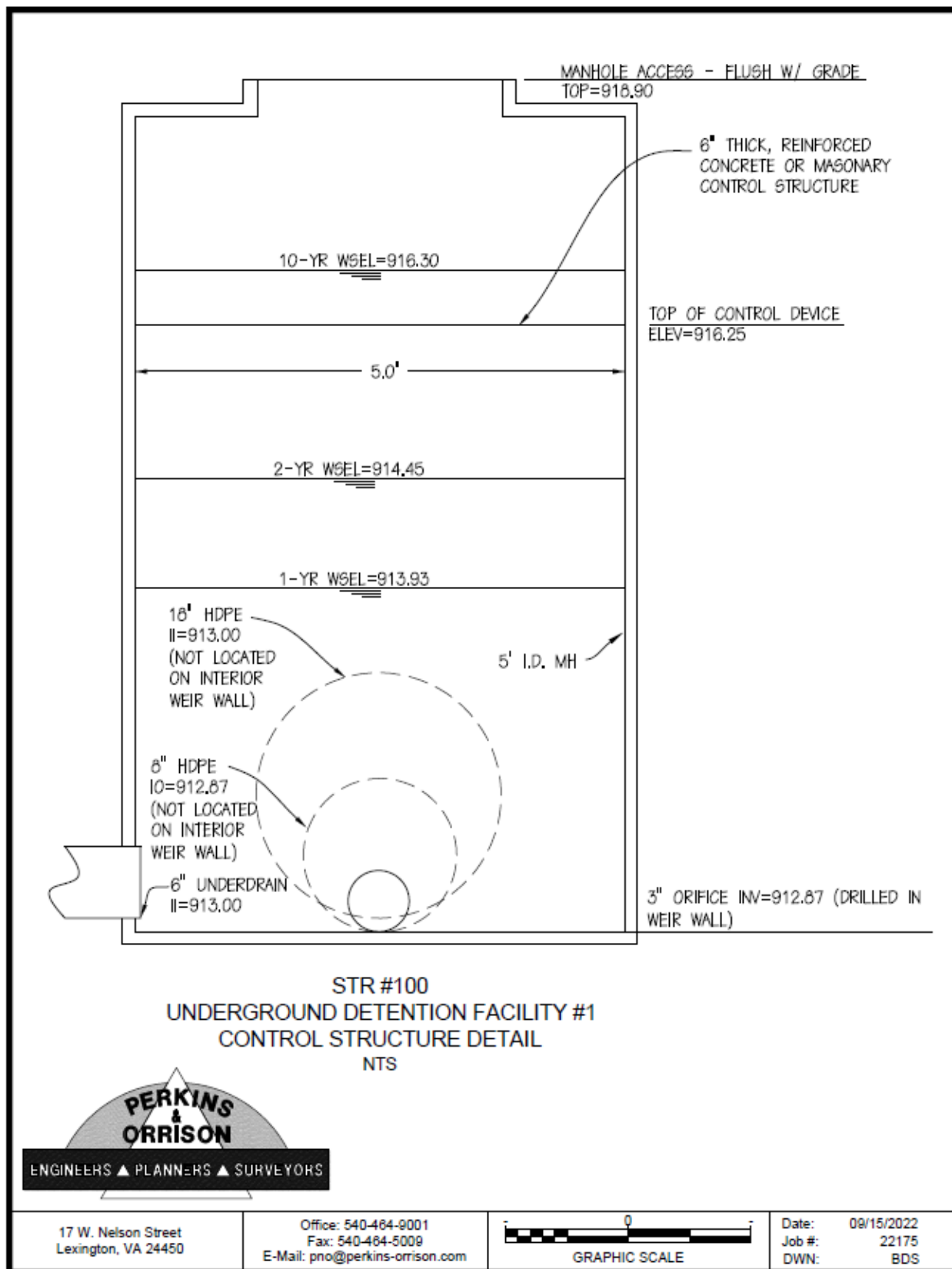
Notary Public

My commission expires: _____.

Reg. ID. No. _____.



11 - P:\Liberty University\Projects\22175 - Hunger Drawing\DWG\Sheets\22175 - SWM Plan, Notes & Details.dwg - Frl, 23 Sep



10 - P:\Liberty University\Projects\22175 - Hanger\Drawing\Civil\Sheets\22175 - SVM Plan, Notes & Details.dwg - Thu, 22 Sep



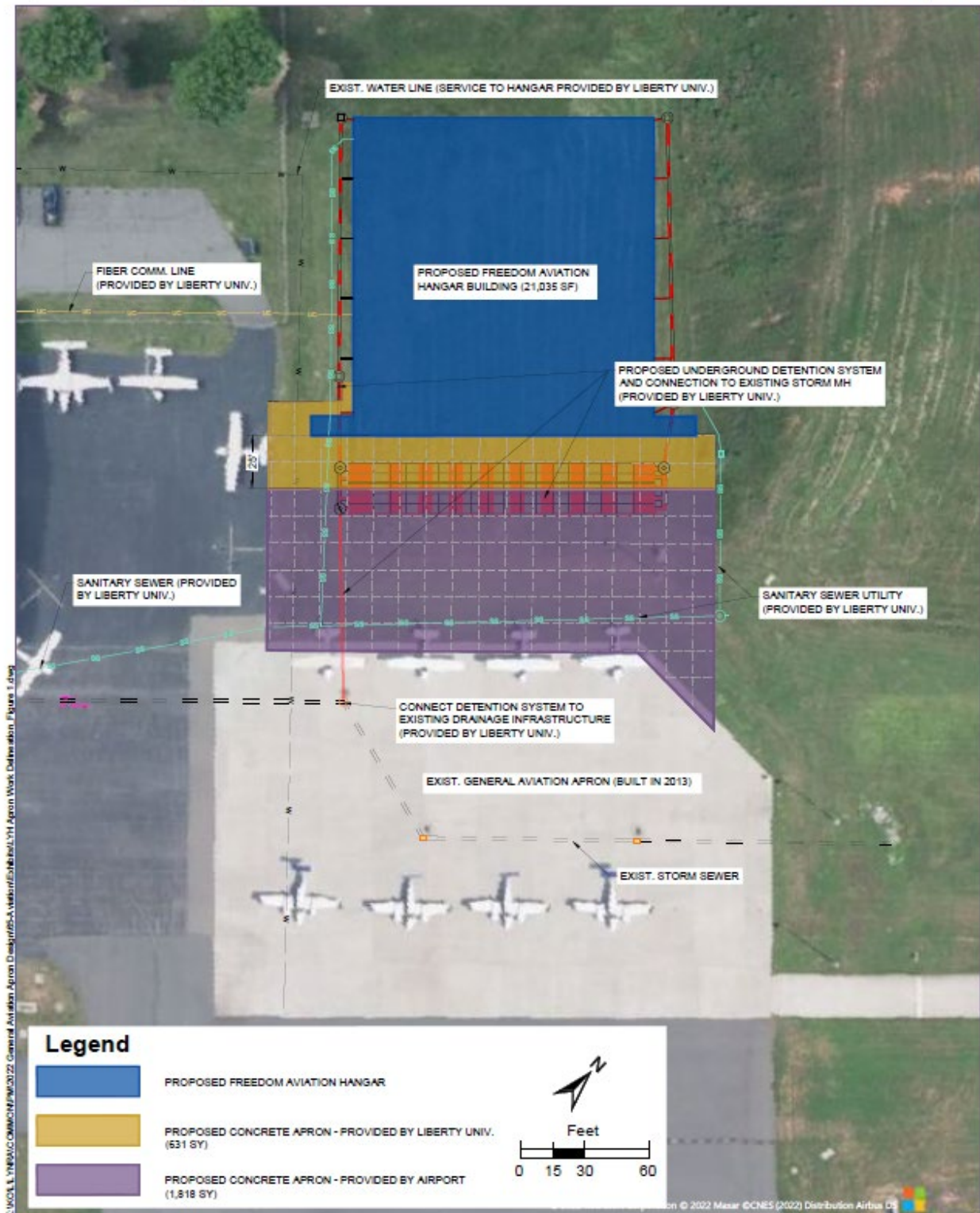
2023 Apron Expansion - Freedom Aviation Hangar

Lynchburg Regional Airport
Lynchburg, VA

Figure 1

Project Sketch: Proposed Delineation of Work

Date: 11.30.2022; LYNRA



LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **February 14, 2023**

AGENDA ITEM #:

REGULAR: WORK SESSION: X CLOSED SESSION (Confidential):
ACTION: INFORMATION: X

ITEM TITLE: Stormwater Management Maintenance Agreement with Campbell County

RECOMMENDATION:

Adopt a Resolution that would authorize a stormwater management maintenance agreement between the City of Lynchburg and the County of Campbell and authorize the City Manager to execute the same.

SUMMARY:

The City of Lynchburg desires approval of a Stormwater Management Plan for the installation and maintenance of stormwater management practices and facilities labeled as UGD #1 (Underground Detention) on the listed parcel below:

Tax Parcel # 22-A-5, Deed Book/Page 101/110, recorded in the Clerk's Office of the Circuit Court of Campbell County, Virginia

This parcel is located on the Lynchburg Regional Airport premises and is associated with new Council approved Freedom Aviation 19,600 +/- sf aircraft hangar. The County of Campbell and the City of Lynchburg agree that the health, safety, and general welfare of the residents of Campbell County, Virginia require that on-site stormwater management practices and facilities be constructed and maintained by the City of Lynchburg.

PRIOR ACTION(S): None

FISCAL IMPACT: None

CONTACT(S):

Andrew La Gala, Airport Director; (434) 455-6089

ATTACHMENT(S):

- Stormwater Management Maintenance Agreement w/Exhibits
- Resolution

REVIEWED BY:

AGENDA ITEM SUMMARY

MEETING DATE

February 14, 2023

PRESENTED BY

Andrew LaGala, Airport Director

AGENDA ITEM # IV.4

Amendment to Lease Agreement with Republic Parking System, LLC

RECOMMENDATION

Adopt a Resolution that would authorize an amendment to the lease agreement between the City of Lynchburg (Airport) and Republic Parking System, LLC (Republic) and authorize the City Manager to execute the same.

SUMMARY

Republic currently has a lease with the Airport and manages the passenger terminal parking lots. Republic is requesting a 5th lease amendment to upgrade, purchase, install and operate a new Parking and Revenue Control System (PARCS) at the Lynchburg Regional Airport. This new PARCS will be an equipment investment that will consist of all new up-to-date technology entrance and exit systems, including a monitoring process to assist customers during non-staffing times and will connect to Republic's contracted call center. While the lease is in effect, Republic shall be responsible for all repairs and maintenance associated with the new PARCS system. The amendment will extend the lease for an additional five (5) years to commence on March 1, 2023.

PRIOR ACTION(S)

None

FISCAL IMPACT

Airport will pay \$68,500 up front equipment costs, and Republic will absorb the remaining \$171,500 during the 5-year lease amendment. Percentages categories of total annualized gross receipts were adjusted as well.

CONTACT(S)

Andrew LaGala, Airport Director

ATTACHMENT(S)

1. Council Agenda Item - Republic Parking BIB (1-19-23)
2. Republic Parking Resolution 2023 (1-23-23)
3. REEF PARKING LEASE AGREEMENT AMENDED - FINAL (1-11-23)

REVIEWED BY



Andrew LaGala, Airport Director

Date: January 23, 2023



Greg Patrick, Deputy City Manager

Date: February 09, 2023



Alicia Finney, Clerk of Council

Date: February 09, 2023

LYNCHBURG CITY COUNCIL

Agenda Item Summary

MEETING DATE: **February 14, 2023**

AGENDA ITEM #:

REGULAR: WORK SESSION: **X** CLOSED SESSION (Confidential):
ACTION: INFORMATION: **X**

ITEM TITLE: Amendment to Lease Agreement with Republic Parking System, LLC

RECOMMENDATION:

Adopt a Resolution that would authorize an amendment to the lease agreement between the City of Lynchburg (Airport) and Republic Parking System, LLC (Republic) and authorize the City Manager to execute the same.

SUMMARY:

Republic currently has a lease with the Airport and manages the passenger terminal parking lots. Republic is requesting a 5th lease amendment to upgrade, purchase, install and operate a new Parking and Revenue Control System (PARCS) at the Lynchburg Regional Airport. This new PARCS will be an equipment investment that will consist of all new up-to-date technology entrance and exit systems, including a monitoring process to assist customers during non-staffing times and will connect to Republic's contracted call center. While the lease is in effect, Republic shall be responsible for all repairs and maintenance associated with the new PARCS system. The amendment will extend the lease for an additional five (5) years to commence on March 1, 2023.

There is a statutory requirement for a public hearing prior to leasing City property.

PRIOR ACTION(S): None

FISCAL IMPACT:

Airport will pay \$68,500 up front equipment costs, and Republic will absorb the remain \$171,500 during the 5-year lease amendment. Percentages categories of total annualized gross receipts were adjusted as well.

CONTACT(S):

Andrew La Gala, Airport Director; (434) 455-6089

ATTACHMENT(S):

- Republic Parking System, LLC Amendment to Parking Lease Agreement with Exhibits.

REVIEWED BY:

A RESOLUTION TO AUTHORIZE AN AMENDMENT TO A PARKING LEASE AGREEMENT BETWEEN REPUBLIC PARKING SYSTEM, LLC, AND THE CITY OF LYNCHBURG; SAID AMENDMENT, AMONG OTHER TERMS, WILL EXTEND SUCH LEASE AGREEMENT FOR AN ADDITIONAL FIVE (5) YEARS

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

1. That the following described real estate, including any, if any, improvements thereon, may continued to be let by the City of Lynchburg to Republic Parking System, LLC for an additional five (5) years. Further, Republic Parking System, LLC is allowed to purchase, install, and operate a new PARCS system upon said real estate:

The parking lot located to the north of the main entrance to the Airport Terminal Building at the Lynchburg Regional Airport, 350 Terminal Drive, Suite 100, Lynchburg, VA 24502 (Campbell County, Virginia) to include a parking booth with two (2) gate arms along with six (6) parking lot entrance gate arms and the two (2) internal gate arms located within the parking lot area.

2. That the City Manager, on behalf of the City of Lynchburg, is hereby authorized to take any and all actions necessary to execute and effectuate that certain amendment, dated as of March 1, 2023, and entitled "Amendment to Parking Lease Agreement No. 5", between Republic Parking System, LLC and the City of Lynchburg. Such amendment, among other terms, will extend the parking lease agreement between the City of Lynchburg and Republic Parking Systems, LLC dated February 1, 1992, by an additional five (5) years. Such amendment is hereby approved and incorporated herein by reference.
3. That any and all documents which may have been signed before the adoption of this Resolution, which are connected to the substance of this Resolution, are ratified.
4. That this Resolution shall become effective upon its adoption.

Adopted:

Certified: _____
Clerk of Council

AMENDMENT TO PARKING LEASE AGREEMENT NO. 5

THIS AMENDMENT is dated as of March 1, 2023.

BETWEEN:

Republic Parking System, LLC
c/o Reef Technology
78 SW 7th Street, 5th Floor
Miami, FL 33130

(“Republic”)

AND:

City of Lynchburg
350 Terminal Drive
Lynchburg, VA 24502

(the “Lessor”)

WHEREAS:

- A. The Lessor is the owner of public parking facilities at the Lynchburg Regional Airport (the “Airport”); and
- B. Republic and the Lessor entered into a parking lease agreement (the “Lease Agreement”) dated February 1, 1992, regarding the Airport; and
- C. The Lease Agreement has been amended several times, including that certain “Fifth Addendum” executed on July 1, 2015 (the “Fifth Addendum”) “whereby Republic invested the sum of \$211,000 to provide new parking revenue control equipment amortized over a 10 year period (the “PARCS Investment”) and \$150,000 to provide improvements to the Airport public parking pavement amortized over a 15 year period (the “Paving Investment”).
- D. Pursuant to the Fifth Addendum, if either party terminates the Lease Agreement prior to completion of the amortization period for either the PARCS Investment or the Paving Investment, the Lessor shall pay Republic the unamortized value of the PARCS Investment and the Paving Investment; and
- E. The Lease Agreement is operating on a month to month basis; and
- F. The parties have agreed to amend the Lease Agreement as set out herein, with such amendments to be made effective as of and from March 1, 2023.

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

1. All capitalized words used but not defined herein shall have the meanings given to them in the Lease Agreement.
2. Paragraph 2: CAPITAL IMPROVEMENTS is amended to reflect the following:

Republic hereby removes the outstanding commitment from the Airport to pay any and all remaining unamortized amounts associated with the PARCS Investment.

Republic agrees to purchase and install a new PARCS System (Parking Access Revenue Control System) as further detailed on the attached Exhibit "A" (the "New PARCS System") with all necessary equipment to install and operate the system at a price of \$240,000.00 (the "Equipment Investment"). Lessor agrees to contribute the sum of \$68,500.00 towards the cost of the Equipment Investment (the "Lessor Contribution") which shall be paid in one lump sum payment on or before June 1, 2023. The cost of the Equipment Investment shall be amortized over a 5 year period as shown on Exhibit "B", attached hereto, commencing as of March 1, 2023. If Lessor terminates the Lease Agreement for any reason prior to the expiration of the 5 year period, Lessor will pay to Republic, in one lump sum, the remaining unamortized costs associated with the Equipment Investment. Such payment must be received by Republic on or before the termination date.

Republic shall implement, via the Equipment Investment, a monitoring process to help assist customers during non-staffing times by incorporating intercoms which connect to REEF's call center. Further, while the Lease Agreement is in effect, Republic, at its sole effort and expense, shall be responsible for all repair and maintenance associated with the New PARCS System. Notwithstanding the foregoing, Republic shall have no responsibility for general safety, repair, and maintenance of the Airport.

Upon the expiration or termination of this Amendment or the Lease Agreement and, if applicable, payment by Lessor of any remaining unamortized amounts of the Equipment Investment as detailed above, whichever occurs first, Republic will transfer and convey, by deed, indenture, or bill of sale, all ownership rights to the New PARCS System installed at the Airport, including, without limitation, all software, hardware, and the like required to operate the same. Such payment must be received by Republic on or before the termination date. Such deed, indenture, or bill of sale shall include any and all necessary licenses, permissions, warranties, and rights appurtenant to the operation, use, and utilization of the New PARCS System by Lessor in perpetuity, free and clear of any lien, obligation, or the like.

All other terms of Paragraph 2 remain the same.

3. Paragraph 3: PAYMENTS TO CITY is amended to set new concession rates as set forth below. All other terms of Paragraph 3 remain the same.
 - 40% of the total annualized gross receipts below \$150,000
 - 55% of the total annualized gross receipts in excess of \$150,000 per year up to \$250,000 per year
 - 80% of the total annualized gross receipts in excess of \$250,000 per year up to

\$400,000 per year

- 93% of the total annualized gross receipts above \$400,000

4. Paragraph 7: TERM is amended to reflect the following:

The Term of the Lease Agreement is extended for an additional 5 years. If either party terminates the Agreement for any reason prior to the completion of the respective amortization periods, the Lessor will pay to Republic in one lump sum the remaining unamortized costs associated with the Paving Investment and the Equipment Investment.

All other terms of Paragraph 7 remain the same.

5. Paragraph 9: INSURANCE is deleted in its entirety and replaced as follows;

Republic shall at its own expenses and at all times during the terms of this Lease Agreement and any extension thereof obtain and secure for its protection commercial general liability insurance in the amount of one million (\$1 million) combined single limits and worker's compensation insurance with statutory limits in accordance with the jurisdictional laws where the work is performed, which insurance, where permissible, shall include the Lessor, its officers, employees, and agents as a co-insured and provide a notice to the Lessor 30 days prior to cancellation. Republic agrees to pay all deductibles and to include a waiver of subrogation against Lessor. Lessor will, during and after the Term, defend, indemnify, and hold Lessor, its officers, employees, and agents harmless from all third-party claims and all damages, losses, costs, expenses and any other liabilities, including reasonable legal fees and costs ("Claims") relating thereto, to the extent arising directly from any tangible personal property damage, bodily injury, or death attributable to the negligence or willful misconduct of Republic, its affiliates, or its or their employees, subcontractors, or other agents. Notwithstanding anything to the contrary in this Agreement, the parties agree that Republic is not responsible for claims or liabilities caused by the acts or omissions of the Lessor, third parties, or its or their employees, contractors, or agents. Evidence of initial insurance shall be furnished to Lessor by Republic. In addition, Lessor is solely responsible for its personal property and equipment located at the Airport.

6. A new paragraph 25 is added to the Lease Agreement as reads as follows:

Notwithstanding anything to the contrary in this Lease Agreement, in no event will either party or any of its shareholders, members, officers, directors, employees, or agents be liable to the other for any liability or claim for punitive or consequential damages or for loss of profits or business.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties to this Amendment to Parking Lease Agreement No. 5, or duly authorized agents on their behalf, do hereby execute this Amendment to Parking Lease Agreement No. 5 as of the date first above written.

Republic Parking System, LLC

By:

Printed Name: _____

Title: _____

(SEAL)

Attest:

Printed Name: _____

Title: _____

City of Lynchburg

By:

Printed Name: _____

Title: _____

(SEAL)

Attest:

Printed Name: _____

Title: _____

Exhibit A

New PARCS Equipment

TIBA- Equipment List		
Item	QTY	Description
PARCS Hardware/Software	4	MP-60 Entry Station
PARCS Hardware/Software	1	SW-60 Exit Station
PARCS Hardware/Software	1	VPS-60-EXT-P Exit Pay-In-Lane Station
PARCS	1	CT-60 Casheiring
PARCS	7	Dry-contact Control
PARCS Hardware/Software	7	TIBA Barrier Gate
PARCS Hardware/Software	1	MC-60 Centralized PARCS Main
PARCS Hardware/Software	6	LPR- IR Camera
PARCS Hardware/Software	6	LPR- OV Camera
PARCS Hardware/Software	6	LPR- Pole
PARCS Hardware/Software	1	LPR Lane Controller
PARCS Hardware/Software	6	Magnetic Parking - 2 Channel loop detector (DM02)
PARCS Hardware/Software	2	Tagmaster XT-5 UHF Reader
PARCS Hardware/Software	2	TagMaster Multipurpose Cable
PARCS Hardware/Software	2	TagMaster Universal Mount Kit
PARCS Hardware/Software	2	TagMaster Power Supply
PARCS Hardware/Software	2	AVI Pedestal
PARCS Hardware/Software	1	SmartPark Management - Server
PARCS Hardware/Software	1	Lockable Rack / Shelving
PARCS Hardware/Software	1	APC Battery Back up
PARCS Hardware/Software	1	SmartPark Management - Core Software
PARCS Hardware/Software	6	LPR Module - Each lane
PARCS Hardware/Software	6	UMOJO Station License
PARCS Hardware/Software	1	Cash Dispensing - additional 3rd denomination unit
PARCS Hardware/Software	1	Cash Recycling unit - 3 denomination
PARCS Hardware/Software	2	Bill cassette 600 notes, US currency, with one lock & ABA lock P/N CST-60067-P2L
	1	freight

Exhibit B
Amortization Schedule

CapEx Amortization Schedule

Term: 60 months
Rate: 0.0% per year
Amount Financed: 171,500

Period	Month	Payment	Principal	Interest	Balance
1	Jan-23	2,858	2,858	0	168,642
2	Feb-23	2,858	2,858	0	165,783
3	Mar-23	2,858	2,858	0	162,925
4	Apr-23	2,858	2,858	0	160,067
5	May-23	2,858	2,858	0	157,208
6	Jun-23	2,858	2,858	0	154,350
7	Jul-23	2,858	2,858	0	151,492
8	Aug-23	2,858	2,858	0	148,633
9	Sep-23	2,858	2,858	0	145,775
10	Oct-23	2,858	2,858	0	142,917
11	Nov-23	2,858	2,858	0	140,058
12	Dec-23	2,858	2,858	0	137,200
13	Jan-24	2,858	2,858	0	134,342
14	Feb-24	2,858	2,858	0	131,483
15	Mar-24	2,858	2,858	0	128,625
16	Apr-24	2,858	2,858	0	125,767
17	May-24	2,858	2,858	0	122,908
18	Jun-24	2,858	2,858	0	120,050
19	Jul-24	2,858	2,858	0	117,192
20	Aug-24	2,858	2,858	0	114,333
21	Sep-24	2,858	2,858	0	111,475
22	Oct-24	2,858	2,858	0	108,617
23	Nov-24	2,858	2,858	0	105,758
24	Dec-24	2,858	2,858	0	102,900
25	Jan-25	2,858	2,858	0	100,042
26	Feb-25	2,858	2,858	0	97,183
27	Mar-25	2,858	2,858	0	94,325
28	Apr-25	2,858	2,858	0	91,467
29	May-25	2,858	2,858	0	88,608
30	Jun-25	2,858	2,858	0	85,750
31	Jul-25	2,858	2,858	0	82,892
32	Aug-25	2,858	2,858	0	80,033
33	Sep-25	2,858	2,858	0	77,175
34	Oct-25	2,858	2,858	0	74,317
35	Nov-25	2,858	2,858	0	71,458
36	Dec-25	2,858	2,858	0	68,600
37	Jan-26	2,858	2,858	0	65,742
38	Feb-26	2,858	2,858	0	62,883
39	Mar-26	2,858	2,858	0	60,025
40	Apr-26	2,858	2,858	0	57,167
41	May-26	2,858	2,858	0	54,308
42	Jun-26	2,858	2,858	0	51,450

REEF Confidential

43	Jul-26	2,858	2,858	0	48,592
44	Aug-26	2,858	2,858	0	45,733
45	Sep-26	2,858	2,858	0	42,875
46	Oct-26	2,858	2,858	0	40,017
47	Nov-26	2,858	2,858	0	37,158
48	Dec-26	2,858	2,858	0	34,300
49	Jan-27	2,858	2,858	0	31,442
50	Feb-27	2,858	2,858	0	28,583
51	Mar-27	2,858	2,858	0	25,725
52	Apr-27	2,858	2,858	0	22,867
53	May-27	2,858	2,858	0	20,008
54	Jun-27	2,858	2,858	0	17,150
55	Jul-27	2,858	2,858	0	14,292
56	Aug-27	2,858	2,858	0	11,433
57	Sep-27	2,858	2,858	0	8,575
58	Oct-27	2,858	2,858	0	5,717
59	Nov-27	2,858	2,858	0	2,858
60	Dec-27	2,858	2,858	0	(0)
Total		171,500	171,500	0	

AGENDA ITEM SUMMARY

MEETING DATE

February 14, 2023

PRESENTED BY

Matthew Freedman, City Attorney

AGENDA ITEM # IV.5

Review and discuss a proposed ordinance that would amend Sec. 36-126.6 of the Lynchburg City Code relating to the requirements specific to business license filings in the City.

RECOMMENDATION

Review and Discuss Amending the City's Business License Filling Requirements shown under LCC Sec. 36-126.6.

SUMMARY

At the request of Vice Mayor Chris Faraldi, the City Attorney's Office prepared a draft ordinance for the City Council's review and discussion. If adopted, such an ordinance, in addition to technical corrections shown, would allow the City's Commissioner of Revenue to permit, for reasonable cause, an option to provide an extension of the application deadline for business owners subject to business license filing requirements.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

Questions regarding fiscal impacts in this matter should be directed to the City's Commissioner of Revenue

CONTACT(S)

Matthew Freedman, City Attorney
Mitchell Nuckles, Commissioner of the Revenue

ATTACHMENT(S)

1. Proposed Amendment to LCC Sec. 36-126.6

REVIEWED BY



Alicia Finney, Clerk of Council

Date: February 08, 2023

AN ORDINANCE TO AMEND AND REENACT SECTION 36-126.6 OF DIVISION 1 OF ARTICLE II OF CHAPTER 36 OF THE CODE OF THE CITY OF LYNCHBURG, 1981; THE AMENDED SECTION RELATING TO THE REQUIREMENTS SPECIFIC TO BUSINESS LICENSE FILINGS IN THE CITY

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

1. That Section 36-126.6 of Division 1 of Article II of Chapter 36 of the Code of the City of Lynchburg, 1981, be and the same is hereby amended and reenacted as follows:

Sec. 36-126.6. License requirements; filing procedures; due dates; limitations and extentions.

(a) License requirements.

(1) Every person, who meets the requirements of subsection (2) of section 36-126.20 of this article, shall apply for a license for each business or profession when engaging in a business in the city if (i) such person maintains a definite place of business in the city; (ii) such person does not maintain a definite office anywhere, but does maintain an abode in the city, which abode, for the purposes of this article, shall be deemed a definite place of business; (iii) there is no definite place of business in this city but the person operates amusement machines or is engaged in business as an itinerant merchant, peddler, carnival, circus as specified in Virginia Code Sections 58.1-3717, 3718, or 3728, respectively, or successor sections; or is engaged in business as a contractor subject to Virginia Code Section 58.1-3715, or successor section, or public service corporation subject to Virginia Code Section 58.1-3731, or successor section.

(2) A separate license shall be required for each definite place of business and for each business. A person engaged in two or more businesses or professions carried on at the same place of business may elect to obtain one license for all such businesses and professions if all of the following criteria are satisfied: (i) each business or profession is licensable at the location and has satisfied any requirements imposed by state law or other provisions of the ordinances of the city; (ii) all of the businesses or professions are subject to the same tax rate, or, if subject to different tax rates, the licensee agrees to be taxed on all businesses and professions at the highest rate; (iii) the taxpayer agrees to supply such information as the assessor may require concerning the nature of the several businesses and their gross receipts.

(3) Any person doing business at more than one place of business shall be required to take out a separate license for each such place of business. Each such place of business shall constitute a separate and distinct place of business requiring the payment of a license tax as provided for under this article.

(b) Filing procedures.

(1) No license shall be issued by the commissioner of the revenue for the conduct of any business upon any vacant lot or in any building in the city, unless and until the applicant for the license shall present a certificate of occupancy furnished by the building inspector of the city to the effect that the proposed use of said premises is not a violation of the provisions of the city zoning ordinance.

(2) No license shall be issued by the commissioner of the revenue for the conduct of any business as a partnership or any business utilizing a fictitious or assumed name, unless and until the applicant for the license shall present a receipt furnished by the clerk of the circuit court certifying registration of such partnership or fictitious or assumed name.

(3) If the business in question is one for which a license can be granted only on the permit of a court or other officer, such license shall not be valid or effective until such certificate has been obtained and presented to the commissioner of the revenue. This requirement shall include, but is not limited to, the following:

Bondsman

Dealers in precious metals

Pawnbroker

Door-to-door sales/solicitors.

(4) All persons liable for the payment of a license tax under the provisions of this article shall make application therefore to the commissioner of the revenue. The commissioner shall furnish the necessary forms which shall be properly and fully executed by the applicant and shall contain such information as may be required by the commissioner. In cases where the license tax is based upon gross receipts or purchases of the business or occupation to be licensed, the commissioner shall require a sworn statement from the applicant of the amount of such gross receipts or purchases during the preceding year, except in the case of a beginner as hereinafter defined. The commissioner shall assess such applicant, or the person of whom the license is required, with the license tax required by this article.

(5) Every person beginning a business, profession, trade or occupation who is subject to a license tax under the provisions of this article and which is based in whole or in part on gross receipts or purchases, shall estimate the amount of gross receipts he will receive or the amount of purchases he will make between the date of beginning business and the end of the then current license year, and his license tax for the then current year shall be computed upon such estimate. Any person who has not been in business for one full license period when making application for a license shall be considered as a beginner and the amount of his license tax for the then current year shall be computed accordingly. Whenever a license tax is so computed upon the estimated gross receipts or estimated purchases, any erroneous estimate shall be subject to correction, and the commissioner of the revenue shall assess such person for any additional license tax found to be due after the end of that license year, and in the case of an overestimate the taxpayer shall be entitled to a credit upon his license tax payable the following year, ~~unless the credit is attributable to gross receipts less than \$10,000.00.~~

(c) *Due dates.*

(1) Each person, subject to a license tax under the provisions of this article, shall apply for a license prior to beginning business if such person was not subject to licensing in this city on or before January 1 of the license year. If such person had been issued a license for the preceding license year, the application shall be on forms prescribed by the commissioner of the revenue.

(2) Any person, subject to a license tax under the provisions of this article, beginning a business, employment or profession after January 1, unless otherwise stated, shall first file with the commissioner of the revenue an application for a license covering such business, employment or profession and the license tax shall be paid to the billings and collections division within 30 days of beginning business or May 1, whichever is later. Any person conducting any licensable business, employment or profession on or before the first day of January of any year shall file the license application with the commissioner of the revenue on or before May 1 of such year and the license tax shall be paid to the billings and collections division on or before May 1.

(d) *Limitations and extentions.*

(1) The commissioner of the revenue may, for reasonable cause, grant up to a ~~30~~90-day extension in which to file an application for a license.

(2) No such license shall be issued until such applicant has produced satisfactory evidence that all delinquent business license, business personal property, meals, amusement, and transient occupancy taxes owed to the city have been paid.

(3) A license issued under this article shall not be valid or effective until the tax required by this chapter has been paid to the billings and collections division.

(4) Notwithstanding Virginia Code Section 58.1-3903, or successor section, the commissioner of the revenue shall assess the local license tax omitted because of fraud or failure to apply for a license for the current license year and the six preceding license years.

(5) The period for collecting any local license tax shall not expire prior to the period specified in Virginia Code Section 58.1-3940, or successor section, two years after the date of assessment if the period for assessment has been extended pursuant to this section, two years after the final determination of an appeal for which collection has been stayed pursuant to the appeal and ruling process described in this article, or two years after the final decision in a court application pursuant to Virginia Code Section 58.1-3984, or successor section, or similar law for which collection has been stayed, whichever is later.

(e) Any person conducting a licensable business, employment or profession who does not comply with the provisions of this section shall be guilty of a class 2 misdemeanor as set forth in section 36-126.9 of this article.

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

Adopted:

Certified: _____
Clerk of Council

AGENDA ITEM SUMMARY

MEETING DATE

February 14, 2023

PRESENTED BY

Mitchell Nuckles, Commissioner of the Revenue

AGENDA ITEM # IV.6

2023 Personal Property Tax Discussion

RECOMMENDATION

This item will appear for City Council vote on the February 28, 2023 agenda as a General Business item. Hear a presentation regarding the 2023 Personal Property Tax Assessment. No City Council action is required.

If there is City Council support for the Commissioner's recommendation, this item will be brought back to City Council on February 28, 2023 for a vote. A decision from City Council will be needed at that time due to the first half of Personal Property Tax being due June 5, 2023 and the need to send bills in April.

SUMMARY

City Council used a 75% ratio against the assessed value (according to the NADA pricing guide) to calculate the personal property tax levy in tax year 2022. This ratio was utilized due to the shortage of new vehicles as a result of the economic impacts of COVID-19 and used vehicles appreciating in value, rather than depreciating from the prior year's value. While supply chain issues still persist, used car values have stabilized and most vehicles experienced normal depreciation. It is important to note that the 2023 values are still elevated due to the unprecedented appreciation experienced over the last two years. The Commissioner assesses vehicles using 100% of the clean trade-in value from the January edition of the NADA Used Car Guide. This valuation guide is used by every locality in the Commonwealth of Virginia.

The City of Lynchburg realized a 5.08% increase in the assessed value of vehicles for tax year 2022. This year the assessed value of vehicles is expected to increase an average of 10.5%. This will result in a higher tax levy to 75% of current vehicle owners.

The Commissioner has explored possible options to lower the tax burden for Lynchburg citizens for the 2023 tax year. The recommended action is to reduce the ratio used against the assessed value (according to the NADA pricing guide) from 100% to 93% to calculate the personal property tax levy, and is provided for in the Code of Virginia.

PRIOR ACTION(S)

None.

FISCAL IMPACT

To be determined.

CONTACT(S)

Mitchell Nuckles, Commissioner of the Revenue
Donna Witt, Chief Financial Officer

ATTACHMENT(S)

1. DRAFT RESOLUTION
2. Code of Virginia, Section 58.1-3503

REVIEWED BY



Mercedes Braun, Executive Assistant to the City Manager

Date: February 09, 2023



Wynter C. Benda, City Manager

Date: February 09, 2023



Alicia Finney, Clerk of Council

Date: February 09, 2023

DRAFT RESOLUTION:

BE IT RESOLVED that in accordance with Section 58.1-3503(A)(3) and Section 58.1-3503(B) of the Code of Virginia, 1950, as amended, the 2023 personal property tax assessment of "Automobiles", as defined by said Section 58.1-3503(A)(3), will utilize a 93% ratio against the assessed value according to the National Automobile Dealers Association (NADA) pricing guide. Such ratio is being applied to offset recent and temporary appreciation in value.

BE IT FURTHER RESOLVED that this Resolution shall, to the fullest extent permitted by Virginia law, apply retroactively and be effective as of January 1, 2023.

BE IT FURTHER RESOLVED that this Resolution shall expire and be of no further effect on December 31, 2023.

Adopted:

Certified: _____
Clerk of Council

§ 58.1-3503. General classification of tangible personal property

A. Tangible personal property is classified for valuation purposes according to the following separate categories which are not to be considered separate classes for rate purposes:

1. Farm animals, except as exempted under § 58.1-3505.
2. Farm machinery, except as exempted under § 58.1-3505.
3. Automobiles, except those described in subdivisions 7, 8, and 9 of this subsection and in subdivision A 8 of § 58.1-3504, which shall be valued by means of a recognized pricing guide or if the model and year of the individual automobile are not listed in the recognized pricing guide, the individual vehicle may be valued on the basis of percentage or percentages of original cost. In using a recognized pricing guide, the commissioner shall use either of the following two methods. The commissioner may use all applicable adjustments in such guide to determine the value of each individual automobile, or alternatively, if the commissioner does not utilize all applicable adjustments in valuing each automobile, he shall use the base value specified in such guide which may be either average retail, wholesale, or loan value, so long as uniformly applied within classifications of property. If the model and year of the individual automobile are not listed in the recognized pricing guide, the taxpayer may present to the commissioner proof of the original cost, and the basis of the tax for purposes of the motor vehicle sales and use tax as described in § 58.1-2405 shall constitute proof of original cost. If such percentage or percentages of original cost do not accurately reflect fair market value, or if the taxpayer does not supply proof of original cost, then the commissioner may select another method which establishes fair market value.
4. Trucks of less than two tons, which may be valued by means of a recognized pricing guide or, if the model and year of the individual truck are not listed in the recognized pricing guide, on the basis of a percentage or percentages of original cost.
5. Trucks and other vehicles, as defined in § 46.2-100, except those described in subdivisions 4, and 6 through 10 of this subsection, which shall be valued by means of either a recognized pricing guide using the lowest value specified in such guide or a percentage or percentages of original cost.
6. Manufactured homes, as defined in § 36-85.3, which may be valued on the basis of square footage of living space.
7. Antique motor vehicles, as defined in § 46.2-100, which may be used for general transportation purposes as provided in subsection C of § 46.2-730.
8. Taxicabs.
9. Motor vehicles with specially designed equipment for use by the handicapped, which shall not be valued in relation to their initial cost, but by determining their actual market value if offered

for sale on the open market.

10. Motorcycles, mopeds, all-terrain vehicles, and off-road motorcycles as defined in § 46.2-100, campers and other recreational vehicles, which shall be valued by means of a recognized pricing guide or a percentage or percentages of original cost.

11. Boats weighing under five tons and boat trailers, which shall be valued by means of a recognized pricing guide or a percentage or percentages of original cost.

12. Boats or watercraft weighing five tons or more, which shall be valued by means of a percentage or percentages of original cost.

13. Aircraft, which shall be valued by means of a recognized pricing guide or a percentage or percentages of original cost.

14. Household goods and personal effects, except as exempted under § 58.1-3504.

15. Tangible personal property used in a research and development business, which shall be valued by means of a percentage or percentages of original cost.

16. Programmable computer equipment and peripherals used in business which shall be valued by means of a percentage or percentages of original cost to the taxpayer, or by such other method as may reasonably be expected to determine the actual fair market value.

17. Computer equipment and peripherals used in a data center, as defined in subdivision A 43 of § 58.1-3506, which shall be valued by means of a percentage or percentages of original cost, or by such other method as may reasonably be expected to determine the actual fair market value.

18. All tangible personal property employed in a trade or business other than that described in subdivisions 1 through 17, which shall be valued by means of a percentage or percentages of original cost.

19. Outdoor advertising signs regulated under Article 1 (§ 33.2-1200 et seq.) of Chapter 12 of Title 33.2.

20. All other tangible personal property.

B. Methods of valuing property may differ among the separate categories, so long as each method used is uniform within each category, is consistent with requirements of this section and may reasonably be expected to determine actual fair market value as determined by the commissioner of revenue or other assessing official; however, assessment ratios shall only be used with the concurrence of the local governing body. A commissioner of revenue shall upon request take into account the condition of the property. The term "condition of the property" includes, but is not limited to, technological obsolescence of property where technological obsolescence is an appropriate factor for valuing such property. The commissioner of revenue shall make available to taxpayers on request a reasonable description of his valuation methods. Such commissioner, or other assessing officer, or his authorized agent, when using a recognized pricing guide as provided for in this section, may automatically extend the assessment if the pricing information is stored in a computer. For any locality in which the commissioner of revenue or other assessing official adjusts the valuation of property described in subdivision A 3 to account for the amount of mileage on such vehicles, such adjustment shall also be provided to motorcycles described in subdivision A 10.

Code 1950, §§ 58-829, 58-829.3, 58-829.5; 1960, c. 418; 1970, cc. 325, 655; 1974, c. 445; 1975, cc. 47, 541; 1976, c. 567; 1978, cc. 155, 178, 656, 843; 1979, c. 576; 1980, c. 412; 1981, c. 236; 1982, c. 633; 1984, cc. 675, 689; 1985, c. 105; 1987, c. 568; 1991, cc. 253, 255; 1994, c. [827](#); 1996, c. [529](#); 1997, cc. [192](#), [250](#), [433](#), [457](#); 2006, c. [896](#); 2013, cc. [287](#), [652](#), [783](#); 2018, cc. [28](#), [292](#); 2022, c. [655](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

AGENDA ITEM SUMMARY

MEETING DATE

February 14, 2023

PRESENTED BY

Tom Martin, City Planner

AGENDA ITEM # IV.7

Update on the City's Comprehensive Plan

RECOMMENDATION

Update on the City's Comprehensive Plan

SUMMARY

The comprehensive plan establishes a vision to guide the future growth of the City, identifies goals towards achieving that vision, creates policy guidance for public and private decision makers and identifies tasks that need to be pursued to make the vision and goals a reality. Comprehensive plans are developed to address present and future needs in areas such as (but not limited to) transportation, affordable housing, land use, environmental issues, population growth, economic development and employment, historic areas, land preservation and public facilities.

The Code of Virginia §15.2-2230 requires that the existing comprehensive plan be reviewed by the Planning Commission to determine if the plan should be amended. The current Comprehensive Plan was adopted by City Council on January 14, 2014. The Planning Commission reviewed the existing Comprehensive Plan on July 27, 2022 and determined that the Plan should be amended. Funding for the Plan update was included in the FY2023 Operating Budget and, in response to a formal Request for Proposals (RFP) process, Berkley Group was selected to assist with the planning process. The submitted proposal provides for significant input opportunities from City Council, Planning Commission and the public.

PRIOR ACTION(S)

January 14, 2014: City Council adopted the *Comprehensive Plan 2013-2030*.

April 26, 2022: City Council adopted the FY2023 Budget.

July 27, 2022: The Planning Commission reviewed the existing Comprehensive Plan and determined the plan should be amended.

FISCAL IMPACT

The cost to update the City's Comprehensive Plan is \$202,841.60.

CONTACT(S)

Tom Martin, City Planner

Kent White, Director of Community Development

ATTACHMENT(S)

1. Presentation Slides
2. Project Timeline

REVIEWED BY



Kent White, Director of Community Development

Date: February 07, 2023



Mercedes Braun, Executive Assistant to the City Manager

Date: February 07, 2023



Wynter C. Benda, City Manager

Date: February 09, 2023



Alicia Finney, Clerk of Council

Date: February 09, 2023



COMPREHENSIVE PLAN UPDATE

FEBRUARY 14, 2023



COMPREHENSIVE PLAN UPDATE

- Comprehensive plans are developed to address present and future needs in a variety of areas such as:
 - Population
 - Transportation
 - Housing
 - Economic Development & Employment
 - Land Use
 - Public Facilities
 - Historic Preservation
 - Land Preservation
- Comprehensive plans establish a clear vision and goals.
- The plan provides guidance for private development requests and staff recommendations on zoning changes.



COMPREHENSIVE PLAN UPDATE

- The Code of Virginia requires localities to prepare a Comprehensive Plan with a review every five years to determine if the plan should be amended.
- The current Comprehensive Plan was adopted by Council in January 2014.
- Planning Commission recommended updating the plan in July 2022.





SIGNIFICANT INPUT OPPORTUNITIES

Council Work Sessions
Planning Commission Work Sessions
Economic Development Authority Work Session
Public Workshops
Focus Groups
Public Hearings

PROJECT TIMELINE																									
Phase	#	Task Description	2023												2024										
			January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November
Investigation	A1	Mobilization/ Kick-off Meeting with Staff	V																						
	A2	Kick-off Joint Work Session (PC & EDA) / City Tour			X																				
	A3	Plan Diagnostic																							
	A4	Document Review																							
	A5	Baseline Analysis / Existing Conditions - Fiscal Impact (Optional)																							
	A6	Website, Branding, & Promotions																							
	A7	Public Workshop (up to 4)					X	X																	
	A8	Focus Group Listening Sessions (up to 8)					X	X																	
	A9	Community Survey																							
	A10	Work Session (Council)							X																
Development	B1	Work Sessions (up to 5)							X		X		X		X		X								
	B2	Meetings/Coordination with Staff (Virtual)																							
	B3	Outline, Vision, About the Plan																							
	B4-B11	Draft Plan Elements																							
	B12	Implementation Plan																							
	B13	Mapping																							
	B14	Plan Layout & Graphics																							
	B15	Staff Draft Review & Revision																							
	C1	Public Draft Review + Open House																	X						
	C2	Final Review Joint Work Session (1)																		X					
Adoption	C3	Incorporate Final Revisions																							
	C4	Public Adoption (PC / Council Hearings)																					X	X	
	D1	Zoning Map Evaluation																							
Map Review	D2	Final Deliverable																							
X = Anticipated In-person Attendance; V = Virtual Attendance																									



COMPREHENSIVE PLAN UPDATE

- Council's vision for how the City develops over the next 10 – 20 Years.
 - Facilitated by third party
 - Capture input from variety of sources
 - Council involvement as plan is being drafted



PROJECT TIMELINE																									
Phase	#	Task Description	2023												2024										
			January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November
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	A2	Kick-off Joint Work Session (PC & EDA) / City Tour			X																				
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	A6	Website, Branding, & Promotions																							
	A7	Public Workshop (up to 4)					X	X																	
	A8	Focus Group Listening Sessions (up to 8)					X	X																	
	A9	Community Survey																							
	A10	Work Session (Council)							X																
Development	B1	Work Sessions (up to 5)							X		X		X		X		X								
	B2	Meetings/Coordination with Staff (Virtual)																							
	B3	Outline, Vision, About the Plan																							
	B4-B11	Draft Plan Elements																							
	B12	Implementation Plan																							
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	C4	Public Adoption (PC / Council Hearings)																				X	X		
Map Review	D1	Zoning Map Evaluation																							
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