

WORK SESSION AGENDA

- I. Welcome** *Stephanie T. Reed, Mayor*
- II. Work Session and Budget Work Session Agenda Overview** *Wynter C. Benda, City Manager*
- III. Business Item Briefing(s)**
 - III.1.** Community Development Advisory Committee recommendations for CDBG/HOME Program funds
 - III.2.** DLA Lease of 901 Church Street Office space
 - III.3.** FY 2023 Third Quarter Adjustments
 - III.4.** Enterprise Drive Traffic Overview
- IV. Budget Work Session Agenda Items** *Wynter C. Benda, City Manager*
 - IV.5.** FY 2024 Proposed Budget Reconciliation
- V. Roll Call**
 - V.6.** Appointment of City Auditor - Councilmember Misjuns
 - V.7.** School Board Appointment Process - Vice Mayor Faraldi
- VI. Closed Session**
 - VI.8.** Consideration of a closed meeting to discuss the sale of real property owned by the City where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the City pursuant to Section 2.2-3711(A)(3) of the Code of Virginia, 1950, as amended.
 - VI.9.** Consideration of a closed meeting to discuss appointments for vacancies to the following Boards and Commissions: Lynchburg Regional Airport Commission, pursuant to Section 2.2-3711(A.)(1) of the Code of Virginia, 1950, as amended.
 - VI.10.** Consideration of a closed session to review and/or evaluate the performance of the City Manager, pursuant to Section 2.2-3711(A)(1) of the Code of Virginia, 1950, as amended.

AGENDA ITEM SUMMARY

MEETING DATE

April 11, 2023

PRESENTED BY

Melva Walker, Grants Manager

AGENDA ITEM # III.1

Community Development Advisory Committee recommendations for CDBG/HOME Program funds

RECOMMENDATION

This item will appear for City Council vote on the April 25, 2023 Public Hearing agenda. Approval of the Fiscal Year (FY) 2024 Allocation of Community Development Block Grant (CDBG) and HOME Program Funds.

SUMMARY

The Community Development Advisory Committee (CDAC) met on March 30, 2023 and reviewed the applications that were submitted. The attached worksheet provides the project requests and CDAC recommendations.

PRIOR ACTION(S)

March 30, 2023: Community Development Advisory Committee Meeting

FISCAL IMPACT

FY 2024 Final Entitlements:

CDBG - \$711,153.90, a \$6,002 decrease from the FY 2023 Final Entitlement

HOME - \$470,879.88, a \$42,951 decrease from the FY 2023 Final Entitlement

CONTACT(S)

Melva Walker, Grants Manager

ATTACHMENT(S)

1. FY 2024 CDBG and HOME Allocation Worksheet

REVIEWED BY



Kent White, Director of Community Development

Date: March 31, 2023



Mercedes Braun, Executive Assistant to the City Manager

Date: April 03, 2023



Wynter C. Benda, City Manager

Date: April 03, 2023



Alicia Finney, Clerk of Council

Date: April 06, 2023

CDBG and HOME Allocations Worksheet 2023-2024										
Fiscal Year (FY) 2024										
	Total CDBG Available	\$ 711,153.90					CHDO* Requirement	\$ 56,712.45		
						HOME				
				City Council		Amount Available				City Council
						\$ 470,879.88	Prior Year	Amount	CDAC	Amount
	Prior Year	Amount	CDAC	Amount			FY2023	Requested	Recommendation	Awarded
	FY2023	Requested	Recommendation	Awarded		NAME	Award	FY 2024	FY 2024	FY 2024
NAME	Award	FY 2024	FY 2024	FY 2024						
						City Administration	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00	
City Administration	\$ 137,090.00	\$ 137,090.00	\$ 137,090.00			Rush Homes - Carolyn's Place - Rental Housing (CHDO)	-	250,000.00	125,000.00	
Tyreeanna & Pleasant Valley Gateway Improvements	-	118,000.00	118,000.00			Greater Lynchburg Habitat for Humanity - Homeownership Program	-	125,000.00	62,879.88	
Jefferson Park Revitalization-Initial Improvements	240,000.00	380,000.00	371,903.90			LRHA- HOME for Good	94,018.21	300,000.00	150,000.00	
Tinbridge Hill Neighborhood Pedestrian Improvements-Phase 2	125,000.00	-				FARRR Foundation - Lighthouse Beloved Community Land Trust (CLT)	-	200,000.00	100,000.00	
Diamond Hill Neighborhood Plan and Improvement Project	73,264.40	-				Rush Lifetime Homes - Florida Terrace Rental Housing (CHDO)	200,000.00	-		
LRHA- Enhance & Preserve (LEAP) Rehabilitation	100,000.00	-				Habitat for Humanity - Knott Street Development	152,865.00	-		
LRHA- Rental Rehabilitation Program	30,000.00	-								
Totals	\$ 705,354.40	\$ 635,090.00	\$ 626,993.90	\$ -		Total HOME	\$ 479,883.21	\$ 908,000.00	\$ 470,879.88	\$ -
							FY 2023	FY 2024	Difference	%
CDBG - Public Service 15% Allocation of Entitlement Funds	\$ 106,326.45					CDBG				
						Entitlement	\$714,845.00	\$708,843.00	(\$6,002.00)	-0.84%
				City Council		Reprogrammed Funds	70,949.40	2,310.90	(68,638.50)	-96.74%
	Prior Year	Amount	CDAC	Amount		Program Income	0.00	0.00	0.00	0.00%
	FY2023	Requested	Recommendation	Awarded		TOTAL	\$785,794.40	\$711,153.90	(\$74,640.50)	-9.50%
NAME	Award	FY 2024	FY 2024	FY 2024						
						Administration CAP	\$142,969.00	\$141,768.60	(\$1,200.40)	-0.84%
Miriam's House / CVCoC -Coordinated Homeless Intake and Access	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00							
Boy Scouts of America-Blue Ridge Mountain Council- Scoutreach	15,440.00	19,160.00	19,160.00			Public Service CAP	\$107,226.75	\$106,326.45	(\$900.30)	-0.84%
						HOME				
						Entitlement	\$421,034.00	\$378,083.00	(\$42,951.00)	-10.20%
Totals	\$ 80,440.00	\$ 84,160.00				Reprogrammed	58,849.21	92,796.88	33,947.67	57.69%
Total CDBG	\$ 785,794.40	\$ 719,250.00	\$ 711,153.90			Administration CAP	\$42,103.40	\$37,808.30	(\$4,295.10)	-10.20%
						CHDO Required	\$63,155.10	\$56,712.45	(\$6,442.65)	-10.20%
*CHDO - Community Housing Development Organization										
LRHA - Lynchburg Redevelopment and Housing Authority										
CVCoC - Central Virginia Continuum of Care										
Habitat for Humanity- Greater Lynchburg Habitat for Humanity										

AGENDA ITEM SUMMARY

MEETING DATE

April 11, 2023

PRESENTED BY

Matthew Freedman, City Attorney

AGENDA ITEM # III.2

DLA Lease of 901 Church Street Office space

RECOMMENDATION

Hold discussion on the proposed lease agreement between the City of Lynchburg and the Downtown Lynchburg Association (DLA)

SUMMARY

This item will be scheduled for a public hearing and vote during the April 25 Regular Session of City Council. Downtown Lynchburg Association (DLA) and the City of Lynchburg have an existing agreement to lease office space at 901 Church Street. DLA Executive Director Ashley Kershner communicated the need for additional space to Assistant City Manager John Hughes. After consultation with City Attorney Matthew Freedman and IT Director Tom Williamson, the attached updated lease document for suite 103 and suite 104 was drafted and subsequently approved by legal counsel for DLA.

PRIOR ACTION(S)

March 2, 2022 MOU agreement

FISCAL IMPACT

None

CONTACT(S)

Matthew Freedman, City Attorney
John H. Hughes IV

ATTACHMENT(S)

1. DLA Lease Agreement - Resolution
2. DLA Lease DRAFT Agreement
3. DLA Lease Agreement - AD (REV FOR April 25 MEETING)

REVIEWED BY

Alicia L. Finney

Alicia Finney, Clerk of Council

Date: April 06, 2023

A RESOLUTION TO AUTHORIZE THE LETTING OF PROPERTY AT THE
MONUMENT TERRACE BUILDING AND TO APPROVE A LEASE
AGREEMENT BETWEEN THE DOWNTOWN LYNCHBURG ASSOCIATION
AND THE CITY OF LYNCHBURG

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

1. That the following described real estate, including any, if any, improvements thereon, may be let by the City of Lynchburg, a municipal corporation of the Commonwealth of Virginia, to the Downtown Lynchburg Association, a Virginia Nonstock Corporation, for a period of five (5) years:

*Suite 104 and Suite 103, comprised of approximately 2,348 square feet,
located on the first floor of the Monument Terrace building located at 901
Church Street in the City of Lynchburg, Virginia*

2. That the City Manager, on behalf of the City of Lynchburg, is hereby authorized to take any and all actions necessary to execute and effectuate that certain instrument, dated February 1, 2023, entitled "LEASE AGREEMENT", between the City of Lynchburg and the Downtown Lynchburg Association. Such instrument is hereby approved and incorporated herein by reference.
3. That any and all documents which may have been signed before the adoption of this Resolution, which are connected to the substance of this Resolution, are ratified.
4. That this Resolution shall become effective upon its adoption.

Adopted:

Certified: _____
Clerk of Council

DRAFT

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease”) is made and entered into on this 1 day of February, 2023, by and between the **CITY OF LYNCHBURG** (“Lessor”), a municipal corporation of the Commonwealth of Virginia, and the **DOWNTOWN LYNCHBURG ASSOCIATION** (“Lessee”), a Virginia Nonstock Corporation authorized to do business in Virginia. Lessor and Lessee are sometimes referred to in this Lease individually as a “Party” and collectively as the “Parties”.

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

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

NOW, THEREFORE, WITNESSETH: that for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid by Lessor, that certain Memorandum of Understanding (MOU) dated March 2, 2022 between the Parties, and other valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual promises and covenants hereinafter contained, Lessor and Lessee hereto mutually agree as follows:

1. **PREMISES.** Lessor hereby lets to Lessee and Lessee hereby leases from Lessor the following space located in the City of Lynchburg, Virginia: Suite 104 and Suite 103, comprised of approximately 2,348 square feet, located on the first floor of the building, in an “as is” “where is” condition, without any warranty, and without any representation as to the Premises whatsoever, as shown in yellow highlight on **Exhibit A** attached hereto, and incorporated herein by reference; the said space being identified herein this Lease as the “Premises”.
2. **TERM.** The term of this Lease shall be for a period of five (5) years commencing on _____ and expiring on _____. While this Lease is in effect, Lessor and Lessee shall both have the ongoing option to terminate this Lease at any time by providing written notice of such election to terminate to the non-terminating Party at least ninety (90) days prior to the desired termination date.
3. **RENT.** Lessor lets the Premises to Lessee as “in-kind office space” in accordance with Section I(4) of the above said MOU dated March 2, 2022, a copy of which is attached hereto as **Exhibit B**, and incorporated herein by reference. No monetary rent is being sought from the Lessee under this Lease by the Lessor.
4. **USE AND ACCESS.** Lessee shall use the Premises solely for the purposes of the business of the Downtown Lynchburg Association and related purposes. The Premises are not to be used for any other purpose(s) or use(s) whatsoever without the prior written consent of Lessor. Lessee shall have access to the Premises between the hours of 6:00a.m. through 11:00p.m., Seven (7) days a week. Lessee

agrees to abide by all applicable Lessor City-facility/building policies and procedures when using the Premises.

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

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

5. UTILITIES/SERVICES. Lessor will provide HVAC, electric, water, trash, general cleaning, and maintenance services to Lessee as part of the overall building operations. Lessee, at its sole expense, may arrange for other utilities and maintenance/operational services as it may require. Additionally, Lessee shall execute and abide by an "Information Technology Service Level Agreement" which outlines the City's Information Technology requirements specific to the Premises. Such agreement is a material component to this Lease, attached hereto as Exhibit C, and incorporated herein by reference.
6. MAINTENANCE AND REPAIRS. Lessee, at its sole expense and effort, shall keep the Premises and any of Lessor's furnishings and equipment located within the Premises in a clean, neat, maintained, and orderly condition, free of debris and rubbish, and upkeep the portion of the Premises where its equipment and improvements are located. No improvements, additions, or alterations shall be made to the Premises by Lessee without Lessor's prior written approval. All improvements, additions, or alterations to the Premises by Lessee shall become the property of Lessor upon this Lease's termination or expiration. At the expiration or termination of this Lease, Lessee shall surrender the Premises to Lessor in the same condition as received, normal wear and tear excepted, remove Lessee's furnishing and equipment, and repair any and all damage to the Premises caused by such removal, normal wear and tear excepted as previously stated.
7. INSURANCE. During the Lease Term, Lessee, at its own expense, shall maintain the following insurance coverage: (i) Commercial General Liability insurance for bodily injury, property damage, and all risk fire and casualty insurance coverage (multi-peril) in a limit of not less than USD\$1,000,000 (One Million Dollars) per occurrence and USD\$2,000,000 (Two Million Dollars) in the annual aggregate; (ii) a Workers Compensation policy with statutory limits and Employers Liability coverage with at least the following limits: USD\$500,000 per accident, and USD\$500,000 per disease (each employee); and (iii) Tenant's Liability Insurance for bodily injury, property damage, and all risk fire and casualty insurance coverage

(multi-peril) in a limit of not less than USD\$1,000,000 (One Million Dollars) per occurrence and USD\$2,000,000 (Two Million Dollars) in the annual aggregate. Lessor, its officers, employees, agents, and volunteers shall all be listed as additional insureds on all such policies where permitted by law and applicable policy. Any deductibles or self-insurance retention applicable to the required coverages herein shall be paid by Lessee, and Lessor shall not be required to participate therewith.

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

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

8. DEFAULT AND REMEDIES UPON DEFAULT. Either Party shall have thirty (30) days after receipt (or refusal to accept delivery, which refusal shall be deemed receipt for the purposes hereof) of written notice from the other Party to cure any non-monetary default hereunder. If said default is one that cannot be cured within the thirty (30) day period, so long as the Party charged with the default diligently

pursues a remedy during the thirty (30) day period, that Party shall be given additional time reasonably necessary to cure the default. If, subsequent to the foregoing requisite period, there continues to be an event of default, the non-defaulting Party may terminate this Lease.

9. ASSIGNMENT/TRANSFER/SUBLEASE. Lessee shall not assign nor sublet all or any portion of the Premises or rights granted by this Lease without the prior written consent of Lessor, whose consent shall not be unreasonably withheld.
10. ENVIRONMENTAL. Lessee agrees that the Premises will not be used for disposal of hazardous or toxic materials. Lessee shall not dispose of hazardous substances, hazardous waste, hazardous materials, and toxic substances as defined under any federal, state or local laws and regulations in effect during the Lease Term. Lessee shall indemnify, defend, and hold harmless Lessor, its officers, employees, agents, and volunteers from all third-party legal liability (including reasonable attorneys' fees), penalties, and the like which may arise against Lessor, its officers, employees, agents, and volunteers as a result of a violation of this section.
11. COMPLIANCE WITH LAWS. Lessee, its officers, employees, agents, and contractors shall observe and comply with all laws and regulations promulgated under any federal, state, county, or municipal laws affecting the use of the Premises and the manner in which the Premises should be used by the Lessee. During the Lease Term, Lessee shall obtain and maintain all required local, state, and federal permits, licenses, approvals, and the like concerning its operations on the Premises. Lessee shall pay all required taxes and fees associated with its operations on the Premises.
12. NOTICES. Any notice required by this Lease must be hand-delivered, sent by certified mail, return receipt requested, or sent by a reputable overnight delivery service to the appropriate Party at the addresses set out below or to any other address that the Parties designate in writing.

To Lessor:

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

To Lessee:

Downtown Lynchburg Association
Attn: Executive Director
901 Church Street
Lynchburg, VA 24504

13. USE OF PREMISES AT LESSEE'S RISK. Lessor shall not be liable for any damage to or loss of any of the Lessee's property or the property of its agents, directors, employees, guests, visitors, customers, or the like to the Premises. It is agreed the Lessee, its agents, directors, employees, guests, visitors, customers, and the like use the Premises at their own risk. The Lessee shall be responsible for providing reasonable security on the Premises to ensure the safety of property and persons who may access and/or use the Premises.

14. ELECTRONIC SIGNATURES. The Parties acknowledge and agree that this Lease may be executed by electronic signature, which shall be considered as an original signature for all intents and purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature. This Lease may be executed in counterparts. Each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one document.
15. COVENANT OF NON-DISCRIMINATION. Lessee does hereby covenant that no person on the grounds of race, sex, color, national origin, or any other basis prohibited by Federal or Virginia law shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the operation of any of Lessee’s services, the Premises, or the like which may be connected to this Lease. Lessee further covenants it will not discriminate against and will make all reasonable efforts to accommodate persons with disabilities as required by the Americans with Disabilities Act.
16. THIRD-PARTY RIGHTS. Nothing in this Lease shall be deemed to create any rights to those who are not expressly made a party to this Lease.
17. INDEPENDENT ENTITIES. Nothing contained in this Lease shall be construed as or deemed to make either Lessor or Lessee the agent, partner, or joint venture of the other, except as may otherwise be provided in this Lessee. Unless specifically provided in this Lease, nothing contained in this Lease shall give Lessee any authority to represent Lessor before any court or governmental or regulatory agency without the express prior written authorization of Lessor. Unless otherwise provided in this Lease, neither Lessor nor Lessee shall be responsible or held liable for the acts or omissions of the other. Further, in performing any services or engaging in any actions pursuant to this Lease, Lessee is and shall be acting as an independent contractor, responsible to all parties for its acts and omissions, and Lessor shall not be liable for the same.
18. MODIFICATION. This Lease may be modified by Lessor and Lessee during its existence, but no modification shall be valid or enforceable unless made in writing and signed by both of the aforesaid Parties. Approval of the Lynchburg City Council shall not be necessary for such modifications or amendments.
19. RESERVATION OF RIGHTS. It is distinctively understood that all privileges and uses of the Premises, except to the extent herein demised to the Lessee, are expressly reserved by Lessor to use at its discretion.
20. REMEDIES NOT EXCLUSIVE. All rights and remedies described in this Lease shall be cumulative and additional to all other rights and/or remedies available at law or in equity.

21. SEVERABILITY. In the event that any provision, or portion thereof, of this Lease shall be construed to be invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of this Lease shall remain in full force and effect.
22. HEADINGS. The headings for the provisions in this Lease are intended solely for the convenience of the Parties and are not intended nor shall they be used to construe, explain, modify or place any meaning upon any provisions herein.
23. SUCCESSORS. All rights and obligations of this Lease will be binding upon the Parties' permitted successors and assigns.
24. GOVERNING LAW. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and any legal proceedings related to the same shall be filed in the courts of the City of Lynchburg, Virginia and in no other forum.
25. APPROVAL BY CITY COUNCIL. **It is understood by the Parties that this Lease is conditioned upon the approval of the Lynchburg City Council after a public hearing has been duly advertised and held pursuant to the requirements of § 15.2-1800 of the Code of Virginia, 1950, as amended.**
26. WAIVER. No rights or obligations of this Lease will be deemed waived except by a specific written waiver executed by the Parties.
27. ENTIRE AGREEMENT. All provisions with respect to this Lease are expressly contained herein. No representative or agent of Lessor or Lessee has made any representation or promise with respect to this Lease not contained herein.
28. SURVIVAL. The defense, indemnification, and hold harmless provisions described in sections #7 and #10 shall survive termination or expiration of this Lease for a period of five (5) years.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

CITY OF LYNCHBURG

By: _____

Name: _____

Title: _____

(SEAL)

Attest: _____

Name: _____

Title: _____

DOWNTOWN LYNCHBURG ASSOCIATION

By: 

Name: Ashley Kershner

Title: Executive Director

(SEAL)

Attest: _____

Name: _____

Title: _____

Approved as to Form:

City Attorney/Designee

EXHIBIT A: DLA space in 901 Church Street building

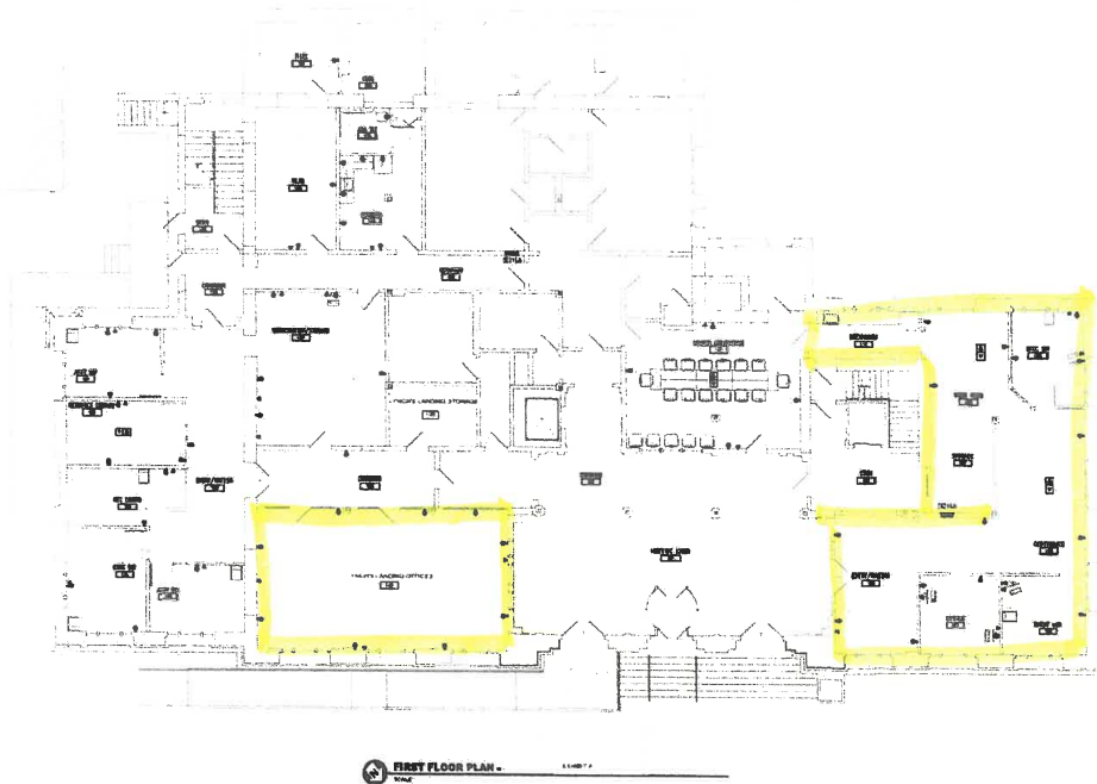


Exhibit B: DLA and City of Lynchburg MOU 2022

AGREEMENT BETWEEN THE CITY OF LYNCHBURG AND DOWNTOWN LYNCHBURG ASSOCIATION

March 2, 2022

THIS AGREEMENT is entered into and executed by the City of Lynchburg (hereinafter referred to as the "City") and by Downtown Lynchburg Association (hereinafter referred to as "DLA").

WHEREAS, this agreement is for the purpose of implementing an urban place management program in the City of Lynchburg so as to support and promote the revitalization of Downtown Lynchburg, defined as the area from US 29 Expressway to Fifth Street and from Clay Street to the Riverfront, and the 5th Street Corridor, defined as the businesses on both sides of 5th Street from Main Street to Federal Street;

WHEREAS, DLA is the designated place-management organization for the city of Lynchburg;

NOW THEREFORE, in consideration of the promises contained herein, the parties have agreed as follows:

Section I. The City agrees to:

1. Employ a full-time DLA Executive Director with all associated City employee benefits who will report directly to the President of DLA, and indirectly to the City Manager or designee. Salary range will be monitored and kept consistent with market rate for persons performing similar duties in similar cities within the place management industry; any adjustment will be subject to City Council appropriation. The City Manager or designee will provide feedback for annual performance review conducted by the President of DLA.
2. Provide two (2) representatives to serve as voting members on the DLA Board of Directors. One (1) of the representatives will serve on the DLA Executive Committee.
3. Provide in-kind City services for the support of downtown events and activities.
4. Provide an in-kind office space in a central downtown location with adequate space to house the DLA staff.
5. Provide up to four (4) downtown parking permits for the Downtown Lynchburg Association staff at a location to be determined by the City. This total includes the City employee permit provided to the DLA Executive Director.
6. Provide access to information technology (IT), data connections, and IT support services for the DLA Executive Director.
7. Provide DLA with information of planned City activities, initiatives, and policies for the fiscal year (such as capital improvements, street closings, and events) that would impact the downtown area, and include DLA staff in conversations and decisions around these

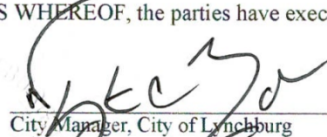
6/30/2021

1

This agreement may be renewed with the written consent of both parties.

IN WITNESS WHEREOF, the parties have executed this agreement.

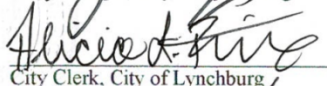
BY


City Manager, City of Lynchburg

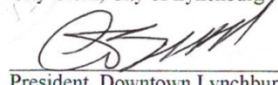
Date

4/28/22

ATTESTED


City Clerk, City of Lynchburg

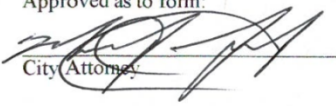
BY


President, Downtown Lynchburg Association

Date

5/3/22

Approved as to form:


City Attorney

5/9/22

6/30/2021

3

EXHIBIT C: Information Technology Agreement

Organization	Downtown Lynchburg Association
Date of Agreement	
Date of Renewal	
Client Contact	Ashley Kershner, Executive Director

1. Purpose

The purpose of this service level agreement is to define the services that will be provided from the City's Information Technology Department (I.T.) to the Downtown Lynchburg Association (DLA). I.T. commits to providing the following services at the specified service levels, and the client commits to adhering to the City's policies, procedures, and standards concerning information technology.

2. Information Technology Services

A. Network

I.T. will provide the necessary infrastructure for providing transport of voice services across the City's facilities as well as access to the Internet, for the DLA office located at 901 Church Street, and engineering design for redundancy and improvements. The DLA, or their contracted representatives, are responsible for all local networked computer, server and software backup, connectivity and troubleshooting. I.T. will also provide (1) WIFI access point to DLA offices for wireless network access.

B. Personal Computer Support

- i. Hardware Procurement and Maintenance – The DLA is responsible for support, procurement, maintenance, repair and troubleshooting of all DLA endpoint client devices (desktops, tablets, etc.) connected to the City of Lynchburg's network infrastructure. The City of Lynchburg standards are applicable and should be adhered to when configuring new workstations for connectivity to the City of Lynchburg's network infrastructure. Standards are available for review on the City of Lynchburg's intranet site located [here](#). A copy of these standards will also be delivered with the initial SLA agreement.
- ii. Software Procurement and Maintenance – The DLA is responsible for the procurement, maintenance, installation and support of all endpoint software utilized on DLA endpoint client systems (desktops, tablets, etc.) The City of Lynchburg standards are applicable and should be adhered to when configuring software on endpoint systems connected to the City of Lynchburg's network infrastructure. A copy of these standards will also be delivered with the initial SLA agreement.

- iii. *Operations and Troubleshooting* –All problems associated with connecting DLA client devices (desktops, laptops, etc.) to systems not managed and maintained by the City of Lynchburg’s Information Technology Department are the responsibility of the DLA support personnel or their contracted representatives. The City of Lynchburg’s I.T. staff are a next level resource for the technology support designee of the DLA office for issues concerning telephony and internet access. The DLA is responsible for costs associated with workstation and system needs required for compliance with City I.T. standards.

C. Telephone

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

3. Problem Notification and Escalation Process

A. Operations and Technical Support

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

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

Support after Business Hours

I.T. does provide out-of-hours support for emergency requests by having one analyst on stand-by at all times. This is provided for requests that are truly emergency in nature, as jointly determined by the I.T. analyst on stand-by and the caller. For requests outside of business hours, the caller should call the Help Desk phone number (401-HELP) and follow the prompts for leaving an emergency message. The analyst on stand-by will be

paged, and the caller will be called within one hour. The course of action will be mutually agreed upon between the caller and the analyst, based on their joint assessment of the situation.

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

4. Changes to Systems

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

5. Other requirements

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

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

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

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

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

All operating systems for servers, laptops, desktops (etc.) must be kept up to date. No out of date and unsupported operating systems may be connected to the City of Lynchburg's network infrastructure. DLA, or their contracted representatives, are responsible for

monitoring such systems for compliance. Systems not kept up to date may be denied access to the City of Lynchburg's network infrastructure.

6. *Charges, Billing, and Procurement*

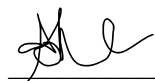
Charges described in Section 2 shall be determined on a per-licensed-user basis at the standard rates in effect for the then-current fiscal year. Rates will be adjusted annually, updated to reflect current costs, with the new rate being effective at the beginning of each new fiscal year (July 1). Billing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

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

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

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

7. *Approvals*



Ashley Kershner
Downtown Lynchburg Association

2/1/23

Date

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

Date

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Lynchburg City Council will hold a public hearing on **April 25, 2023, at 7:30 p.m.**, or as soon thereafter as may be heard, in the Council Chamber of the City Hall, 900 Church Street, Lynchburg, Virginia 24504, to receive public input on the proposed adoption of a Resolution that would authorize the letting of property at the Monument Terrace Building and approve a lease agreement between the City of Lynchburg and the Downtown Lynchburg Association dated February 1, 2023. Such lease agreement will be for a period of five (5) years. The property proposed to be let is Suite 104 and Suite 103, comprised of approximately 2,348 square feet, and located on the first floor of the Monument Terrace Building at 901 Church Street, Lynchburg, Virginia 24504. The said Resolution and lease agreement proposed for adoption/approval may be viewed in the office of the Clerk of Council, Council / Manager's Office, 900 Church Street – 3rd Floor, Lynchburg, Virginia 24504, Monday through Friday, 8:30 a.m. to 5:00 p.m. All interested persons are invited to appear at the said public hearing and present their views. Questions and/or comments may be referred to Alicia Finney, the Clerk of Council for the City of Lynchburg, who may be contacted at (434) 455-3990 or at alicia.finney@lynchburgva.gov.

***Pursuant to §§ 15.2-1800(B) and 15.2-1813 of the Code of Virginia, 1950, as amended, advertise the notice *at least seven (7) full calendar days in The News & Advance* prior to the date of the public hearing. Public Hearing Date: April 25, 2023**

AGENDA ITEM SUMMARY

MEETING DATE

April 11, 2023

PRESENTED BY

Donna Witt, Chief Financial Officer

AGENDA ITEM # III.3

FY 2023 Third Quarter Adjustments

RECOMMENDATION

City Council will consider this item at its regular meeting on April 25, 2023 following a Public Hearing. Following a public hearing, adopt a resolution amending the FY 2023 Operating and Capital Budgets and appropriating or rescinding funds to reflect the FY 2023 Third Quarter Detail by Fund in Attachment A.

SUMMARY

In March, staff began the normal review of FY 2023 operating and capital revenues and expenditures of the City's various funds to determine if adjustments were needed prior to the end of the fiscal year. Departments were requested to submit any necessary adjustments that needed to be considered. Attachment A provides proposed expenditure and revenue adjustments based on the third quarter review.

The General, City/Federal/State Aid, Children's Services Act (CSA), Technology, Sewer, Airport, Fleet, City Capital Projects, Sewer Capital Projects, and Airport Capital/Grant Projects Fund are amended to reflect the FY 2023 Third Quarter Adjustments.

PRIOR ACTION(S)

April 26, 2022: City Council, Adoption of the FY 2023 Operating and Capital Budgets
September 27, 2022: City Council, First Quarter Adjustments

FISCAL IMPACT

As noted on Attachment A

CONTACT(S)

Donna Witt, Chief Financial Officer

ATTACHMENT(S)

1. Resolution, FY 2023 Third Quarter Adjustments
2. Attachment A - FY 2023 Third Quarter Adjustments Detail Spreadsheet

REVIEWED BY

D - s. Witt

Donna Witt, Chief Financial Officer

Date: April 03, 2023

Mercedes Braun

Mercedes Braun, Executive Assistant to the City Manager

Date: April 06, 2023

Wynter C. Benda

Wynter C. Benda, City Manager

Date: April 06, 2023

Alicia L. Finney

Alicia Finney, Clerk of Council

Date: April 06, 2023

RESOLUTION:

BE IT RESOLVED That the FY 2023 Adopted Budget is amended and funds are appropriated or rescinded to reflect the Third Quarter Adjustments as identified in Attachment A in the General, City/Federal/State Aid, Children's Services Act (CSA), Technology, Sewer, Airport, Fleet, City Capital Projects, Sewer Capital Projects, and Airport Capital/Grant Projects Fund.

Introduced:

Adopted:

Certified: _____
Clerk of Council

ATTACHMENT A**FY 2023 Third Quarter Adjustment
SUMMARY BY FUND**

		Additional	Transfer or Use of Committed/ Assigned/ Unassigned Fund Balance
	Expenditures	Revenues	
GENERAL FUND	\$972,884	\$271,160	\$701,724
CITY/FEDERAL/STATE AID FUND	112,983	112,983	0
CHILDREN'S SERVICES ACT (CSA) FUND	1,185,000	865,050	319,950
TECHNOLOGY FUND	29,933	29,933	0
CITY CAPITAL PROJECTS FUND	11,950,802	11,950,802	0
SEWER FUND	1,500,000	0	1,500,000
SEWER CAPITAL PROJECTS FUND	1,500,000	1,500,000	0
AIRPORT FUND	(650,572)	(650,572)	0
AIRPORT CAPITAL/GRANT PROJECTS FUND	2,500,000	0	2,500,000
FLEET FUND	42,000	0	42,000
TOTALS	\$19,143,030	\$14,079,356	\$5,063,674

Department/Division	Amount	Source of Funding		Purpose
		Additional Revenues	Transfer or Use of Committed/Assigned/Unassigned Fund Balance	
GENERAL FUND				
Circuit Court Clerk	17,978	17,978		Appropriate additional Technology Trust Funds (TTF) fully reimbursable from the Supreme Court of Virginia.
Fire	10,750		10,750	Appropriate funds from the Partners in Emergency Response (PIER) Reserve for rescue training and to purchase water rescue shoes for Technical Rescue Team (TRT) members.
Human Services - Social Services	23,400	23,400		Appropriate additional funds for Family Partnership Meetings.
Human Services - Social Services	37,612	31,782	5,830	Appropriate additional funds awarded by the State for Child Welfare Substance Abuse and Supplemental Services.
Human Services - Social Services	148,000	148,000		Appropriate funds received for additional Adoption Subsidy mandated maintenance payments fully reimbursable by State and federal, no local match.
Public Works	50,000	50,000	-	Appropriate funds for additional Highway Maintenance funds received from the State. These funds will be used to purchase a trailer to assist with streets maintenance operations.

TRANSFERS

Transfer from General Fund Operating Budget to Social Services Grants - City/Federal/State Aid Fund	2,325		2,325	<i>Transfer from General Fund Operating Budget to Social Services Grants - City/Federal/State Aid Fund</i> to appropriate funds for the local match for Safe & Stable.
Transfer from General Fund Operating Budget to City Capital Projects Fund	682,819	682,819		<i>Transfer from General Fund Operating Budget to City Capital Projects Fund</i> to appropriate funds received for interest on revenue replacement funds.
GENERAL FUND Total	972,884	953,979	18,905	

CITY/FEDERAL/STATE AID FUND

Circuit Court Drug Court	10,001	10,001		Appropriate funds donated from Horizon Behavioral Health.
Community Corrections and Pretrial Services	24,191	24,191		Appropriate additional funds received from the Department of Criminal Justice Services (DCJS); total award \$807,728.
Human Services - Social Services	2,500	2,500		Appropriate funds awarded by the State for Respite.

Department/Division	Amount	Source of Funding		Purpose
		Additional Revenues	Transfer or Use of Committed/Assigned/Unassigned Fund Balance	
Human Services - Social Services	5,000	5,000		Appropriate funds awarded by the State for Chafee Independent Living Education.
Human Services - Social Services	10,000	10,000		Appropriate funds awarded by the State for Independent Living Basic.
Human Services - Social Services	15,000	15,000		Appropriate funds awarded by the State for Safe & Stable.
Transfer to Social Services Grants - City/Federal/State Aid Fund from General Fund Operating Budget				<i>Transfer to Social Services Grants - City/Federal/State Aid Fund from General Fund Operating Budget</i> to appropriate funds for the local match (\$2,325) for Safe & Stable.
Library	562	562		Appropriate funds received from the American Rescue Plan Act (ARPA) IMLS sub -grant from the Library of Virginia.
Public Works	23,829	23,829		Appropriate funds received for the annual award from the Virginia Department of Environmental Quality for litter prevention and recycling.
Public Works	20,000	20,000		Appropriate funds awarded under a Virginia Department of Forestry Grant for Expressway Forest Management.
Public Works	1,900	1,900		Appropriate funds awarded under the Forest Sustainability Fund.
CITY/FEDERAL/STATE AID FUND Total	112,983	112,983	-	

CHILDREN'S SERVICES ACT (CSA) FUND

Children's Services Act (CSA)	500,000	180,050	319,950	Appropriate funds received for Foster Care Maintenance, Enhanced Maintenance, and Independent Living Maintenance, as well as, use of fund balance to cover expenditures.
Children's Services Act (CSA)	685,000	685,000		Appropriate funds received for Private Day School education.
CHILDREN'S SERVICES ACT (CSA) FUND Total	1,185,000	865,050	319,950	

TECHNOLOGY FUND

Information Technology	29,933	29,933		Appropriate funds for construction of Lynchburg City Schools computer lab at the IT facility; funded by Lynchburg City Schools.
TECHNOLOGY FUND Total	29,933	29,933	-	

Department/Division	Amount	Source of Funding		Purpose
		Additional Revenues	Transfer or Use of Committed/Assigned/Unassigned Fund Balance	
CITY CAPITAL PROJECTS FUND				
Parks and Recreation	15,125	15,125		Appropriate funds received from the Rutherford Street lease for parks amenities per the lease agreement.
Parks and Recreation	25,000	25,000		Appropriate funds received from donations for the Fireman Fountain Restoration project.
Parks and Recreation	210,430	210,430		Appropriate funds received from American Electric Power (AEP) for Point of Honor Trail Refurbishment and Tree Replacement.
Transfer to City Capital Projects Fund from General Fund Operating Budget	682,819	682,819		<i>Transfer to City Capital Projects Fund from General Fund Operating Budget</i> to appropriate funds for the Police Department Headquarters project received for interest on revenue replacement funds.
Public Works	1,066,428	1,066,428		Appropriate funds for additional Highway Maintenance funds received from the State. These funds will be used for bridge maintenance and public infrastructure projects.
Public Works - Engineering	2,751,000	2,751,000		Appropriate federal funds awarded by VDOT for the Bedford Avenue Bridge project.
Public Works - Engineering	2,130,000	2,130,000		Appropriate revenue share funds awarded by VDOT for the Breezewood Drive Widening project.
Public Works - Engineering	1,576,000	1,576,000		Appropriate revenue share funds awarded by VDOT for the Link Road/Boonsboro Road Intersection Improvements project.
Public Works - Engineering	1,972,000	1,972,000		Appropriate revenue share funds awarded by VDOT for the Lakeside Drive Improvements project.
Public Works - Engineering	1,340,000	1,340,000		Appropriate revenue share funds awarded by VDOT for the Wards Ferry Road/Atlanta Avenue Turn Lanes project.
Public Works - Engineering	182,000	182,000		Appropriate federal funds awarded by VDOT for the Bedford Avenue and Rivermont Avenue Intersection Improvements project.
CITY CAPITAL PROJECTS FUND Total	11,950,802	11,950,802	-	
SEWER FUND				
Transfer from Sewer Fund to Sewer Capital Projects Fund Budget	1,500,000		1,500,000	<i>Transfer from Sewer Operating Fund to Sewer Capital Projects Fund</i> to remain in compliance with CSO Special Order of Consent that requires the City "to annually adjust sewer system reserve funds to equal no more than 40% of the subsequent year's budgeted operating expenditures.
SEWER FUND Total	1,500,000	-	1,500,000	

Department/Division	Amount	Source of Funding		Purpose
		Additional Revenues	Transfer or Use of Committed/Assigned/Unassigned Fund Balance	
SEWER CAPITAL PROJECTS FUND				
Transfer to Sewer Capital Fund from Sewer Fund Budget	1,500,000	1,500,000		Transfer to Sewer Capital Projects Fund from Sewer Operating Fund to remain in compliance with CSO Special Order of Consent that requires the City "to annually adjust sewer system reserve funds to equal no more than 40% of the subsequent year's budgeted operating expenditures.
SEWER CAPITAL PROJECTS FUND Total	1,500,000	1,500,000	-	

AIRPORT FUND

Airport	(650,572)	(650,572)		Appropriate funds for inflationary increases in fuel, contractual services, unexpected building maintenance, and Air Service Development efforts (50% State reimbursed); Rescind federal grant funds due to less reimbursable expenditures than anticipated for COVID-19 Coronavirus Aid, Relief, and Economic Security (CARES); Coronavirus Response and Relief Supplemental Appropriations (CRRSA); American Rescue Plan Act (ARPA); and ARPA-concessions (\$1,168,572). Also adjusting budgeted revenues. <i>Transfer to Airport Operating Fund from Airport Capital/Grant Projects Fund Budget to appropriate funds for 80% State funding for non-recurring maintenance/ repair/equipment purchases; \$200,000.</i>
AIRPORT FUND Total	(650,572)	(650,572)	-	

AIRPORT CAPITAL/GRANT PROJECTS FUND

Airport Capital/Grant Projects	2,300,000		2,300,000	Appropriate additional funds for Mid -Field Corporate Hangar #2, South GA Ramp Extension, and T-Hangar Construction, Phase II projects.
Transfer from Airport Capital/Grant Projects Fund to Airport Operating Fund Budget	200,000		200,000	<i>Transfer from Airport Capital/Grant Projects Fund to Airport Operating Fund Budget to appropriate funds for 80% State funding for non-recurring maintenance/ repair/equipment purchases.</i>
AIRPORT CAPITAL/GRANT PROJECTS FUND Total	2,500,000	-	2,500,000	

FLEET FUND

Fleet	42,000		42,000	Appropriate funds received from auction proceeds to replace a vehicle.
FLEET FUND Total	42,000	-	42,000	

AGENDA ITEM SUMMARY

MEETING DATE

April 11, 2023

PRESENTED BY

Lee Newland, City Engineer

AGENDA ITEM # III.4

Enterprise Drive Traffic Overview

RECOMMENDATION

Decide if in agreement with amending City Code to create an increased fine for exceeding the maximum speed for a portion of Enterprise Drive within the City Limits.

SUMMARY

Enterprise Drive is a minor arterial roadway connecting Bedford County to Campbell County through the City of Lynchburg with a posted speed limit of 35 MPH. The roadway was constructed in 2000 and intended to function as a connection between US 221 and US 460 and to take traffic off of Old Graves Mill Road in the City. After a request from Vice-Mayor Faraldi, city staff reviewed speed data from Lynchburg Police Department from 2017, 2018 and 2019, met with Mr. Faraldi on site and made modifications of adding signs, trimming trees, and increasing walk times for the pedestrian activated crosswalks. Mr. Faraldi asked for additional solutions to a speeding problem. City staff hired Clark Nexsen, a consultant engineering firm with offices in Richmond to perform a speed study on Enterprise Drive. Clark Nexsen collected data between late October and early November and submitted a report on February 8, 2023. The report shows that the average speed is 37 MPH with over 16,000 vehicles per day traveling the roadway. A review of the crash data showed 29 crashes from 2015 to 2022 with none of them involving a pedestrian or bicyclist and only one crash involved speeding. There are two areas where the Pace Speed Range, defined as the speed at which the majority of cars are going on a stretch of road, falls within 36-45 MPH. These areas are an opportunity to apply calming treatments to facilitate lower travel speeds. Suggested treatments that are proposed are, creating an increased fines zone from Paulette Circle to the southern city limits and installing four (4) pole mounted speed display signs at the sag between Paulette Circle and the Jamerson YMCA and between Wyndhurst Drive and the south city limits.

PRIOR ACTION(S)

May 11, 1999 – City Council appropriated funds for the construction of Enterprise Drive.

FISCAL IMPACT

Approximately \$50,000 for additional signage.

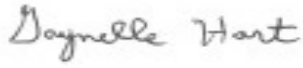
CONTACT(S)

Lee Newland, City Engineer
Gaynelle Hart, Director of Public Works

ATTACHMENT(S)

1. Residential Districts Amended Ordinance
2. Enterprise Map
3. Pictures for Council

REVIEWED BY



Date: April 04, 2023

Gaynelle Hart, Director of Public Works



Date: April 06, 2023

Greg Patrick, Deputy City Manager



Date: April 06, 2023

Alicia Finney, Clerk of Council

AN ORDINANCE TO AMEND AND REENACT THE CODE OF THE CITY OF LYNCHBURG, 1981, BY, IN ADDITION TO TECHNICAL CORRECTIONS, ADDING A PORTION OF ENTERPRISE DRIVE AS A NEW ROAD DESIGNATION TO SECTION 25-193.1 OF ARTICLE VI OF CHAPTER 25; THE AMENDED SECTION RELATING TO THE PLACEMENT OF MAXIMUM SPEED LIMIT SIGNS IN CERTAIN RESIDENCE DISTRICTS AND THE FINE FOR EXCEEDING THE MAXIMUM SPEED LIMIT IN POSTED RESIDENCE DISTRICTS

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

1. That Section 25-193.1 of Article VI of Chapter 25 of the Code of the City of Lynchburg, 1981, be and the same is hereby amended and reenacted as follows:

Sec. 25-193.1. Posting of speed limits in certain enumerated residence districts and the fine for exceeding the maximum speed limit in a posted residence district.

(a) Pursuant to Section 46.2-878.2 of the Code of Virginia, 1950, as amended, the maximum speed limits shall be indicated by appropriately placed signs in the following enumerated resident residence districts (as adopted by city council by separate ordinance):

(1) Melinda Drive

(2) Alta Lane

(3) Del Ray Circle

(4) Sheffield Drive

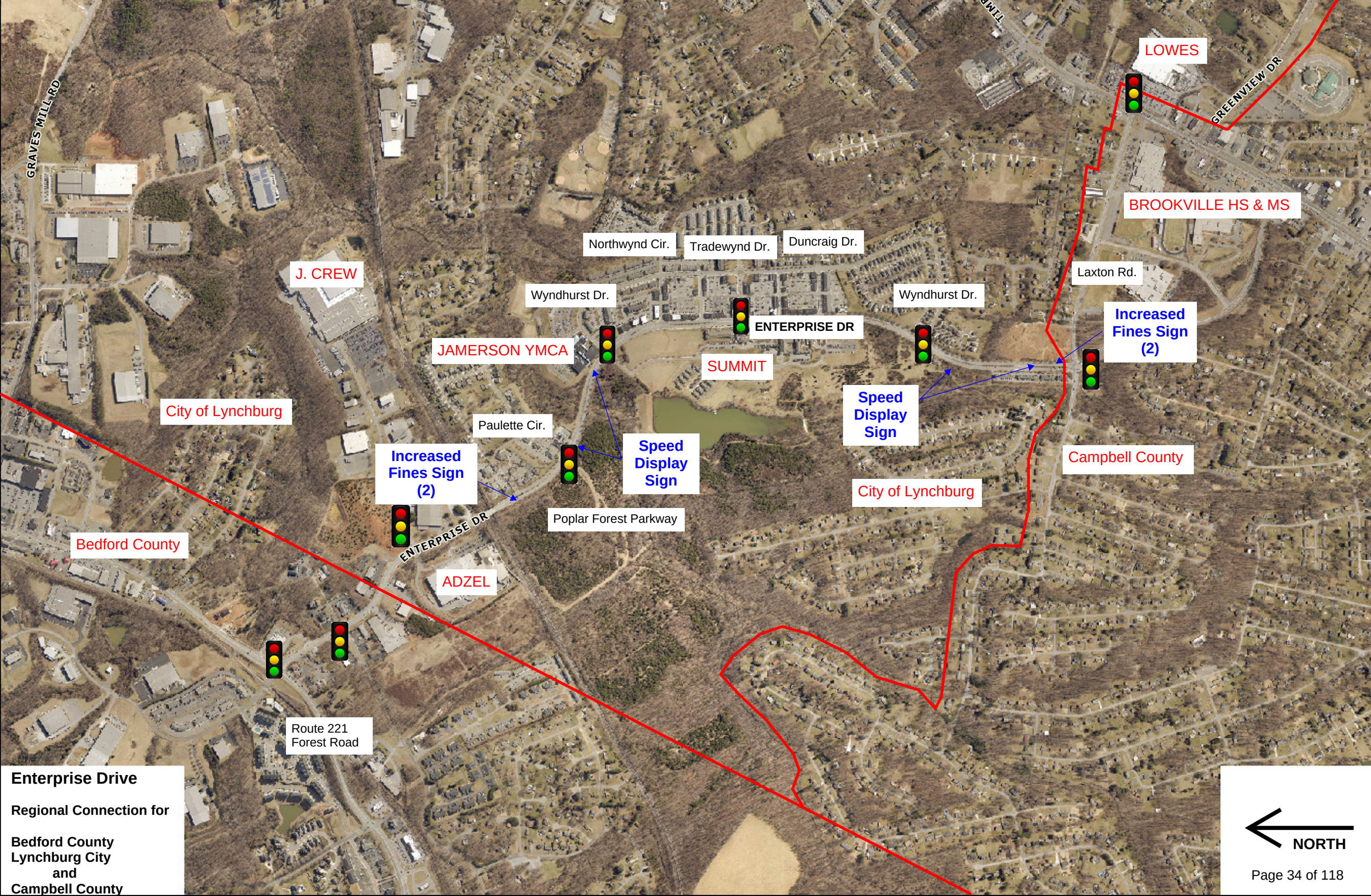
(5) That certain portion of Enterprise Drive beginning at the point of the northern intersection of Paulette Circle and Enterprise Drive, proceeding approximately six thousand seven hundred (6,700) feet in a southeasterly direction along Enterprise Drive, and ending at the point of intersection of the southern corporate limit line of the City and Enterprise Drive.

(b) When the maximum speed limit for a residence district is indicated by appropriately placed signs displaying the maximum speed limit, any person exceeding such speed limit shall be guilty of a traffic infraction punishable by a fine of two hundred dollars (\$200.00), in addition to other penalties provided by law. No portion of the fine shall be suspended unless the court orders twenty (20) hours of community service.

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

Adopted:

Certified: _____
Clerk of Council



City of Lynchburg

Bedford County

JAMERSON YMCA

Increased Fines Sign (2)

Speed Display Sign

Speed Display Sign

Increased Fines Sign (2)

Campbell County

City of Lynchburg

BROOKVILLE HS & MS

LOWES

SUMMIT

ADZEL

Route 221
Forest Road

Northwynd Cir.

Tradewynd Dr.

Duncraig Dr.

Wyndhurst Dr.

Wyndhurst Dr.

Laxton Rd.

Paulette Cir.

Poplar Forest Parkway

J. CREW

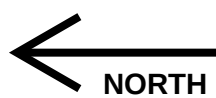
ENTERPRISE DR

ENTERPRISE DR

GRAVES MILL RD

GREENVIEW DR

Enterprise Drive
Regional Connection for
Bedford County
Lynchburg City
and
Campbell County





THE CITY OF
LYNCHBURG

A dark blue silhouette of the Lynchburg skyline, featuring a prominent steeple and a dome, positioned above a horizontal line that serves as a baseline for the text.



COMMERCE STREET EASTER SUNDAY WATERLINE BREAK BRIEFING

April 11, 2023





WATERLINE INFORMATION

- 16" High Pressure Fire Line
- 120 pounds per square inch
- Installed in 1911
- Cause of break – a 16" leaded cap blew off one end of a 16" Tee



BREAK INFORMATION

- Water Treatment Plant Staff noticed tanks dropping around 5:30 am Sunday morning
- Call from citizen at 5:43 am
- Dispatched crews at 5:45 am
- Water completely shut-off approximately 8:00 am
- Estimated flow rate 20,000+ gallons per minute
- Estimated volume 3 million gallons (5 Olympic swimming pools)



REPAIR AND RESTORATION EFFORTS

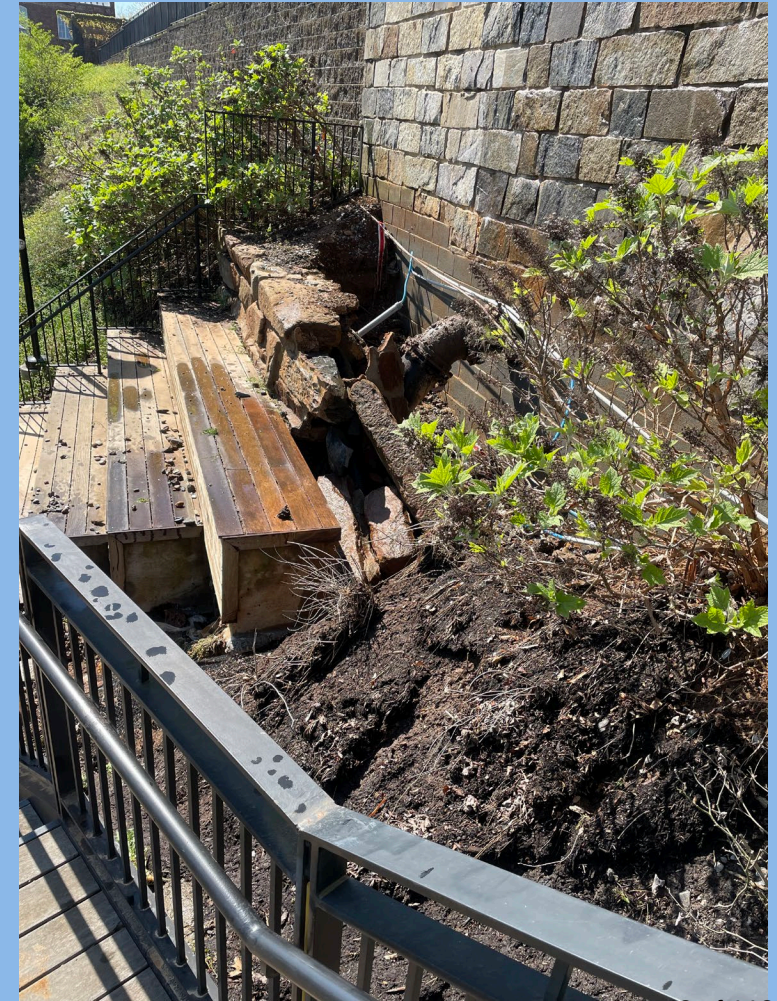
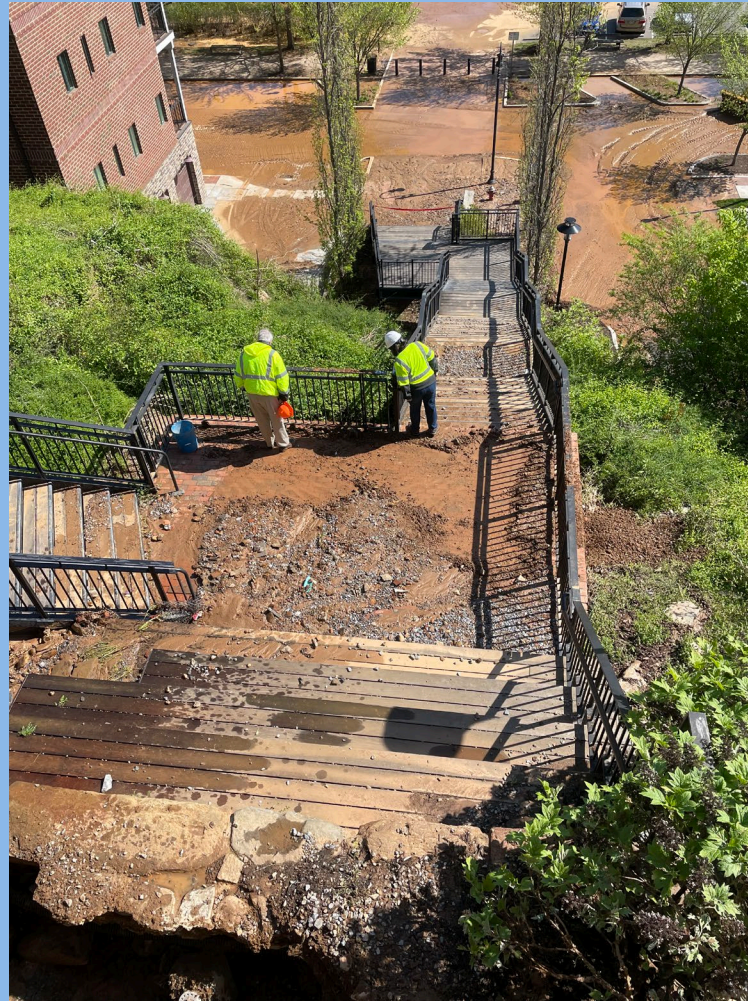
- Approximately 25 Water Resources staff responded to the emergency Sunday morning
- Water Service restored approximately 1:00 am Monday morning
- Preliminary Structural investigation 9:00 am Monday morning
- Jefferson Street and Stairs reopened 3:00 pm Monday afternoon – Additional restoration will continue
- Commerce Street scheduled for paving and reopening on Tuesday.
- Meeting with contractor for additional Bluff Walk repairs Tuesday afternoon.



COMMERCE STREET



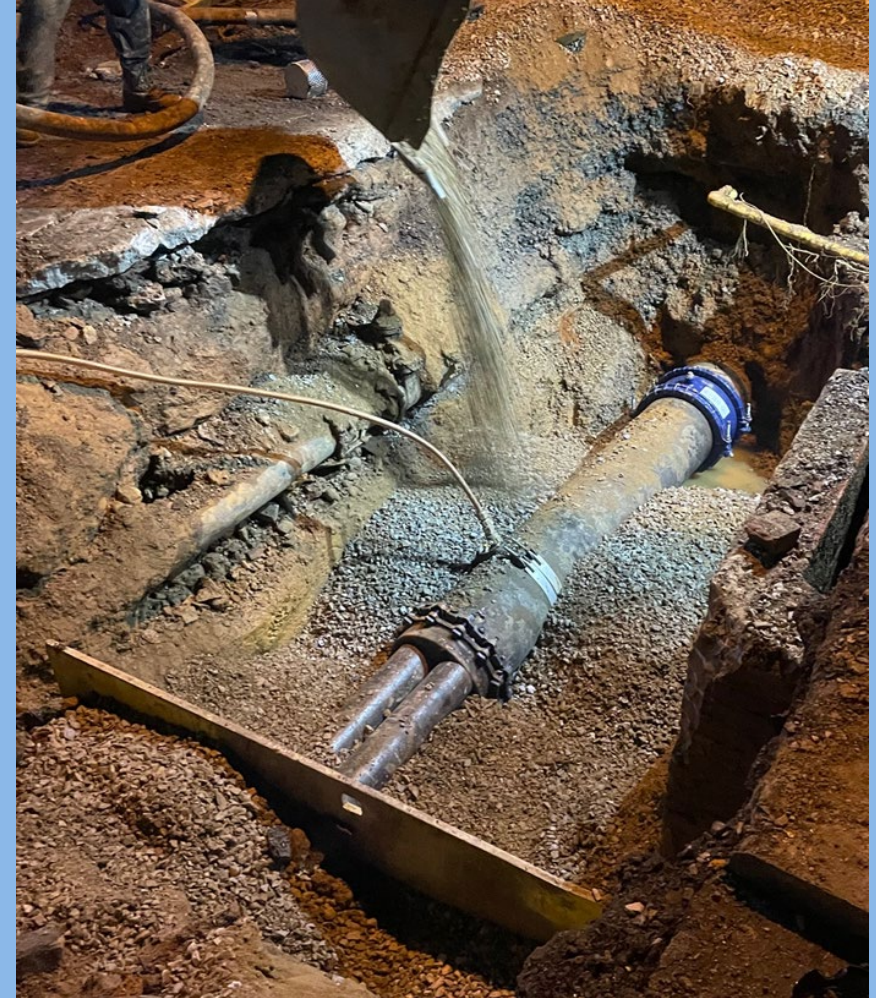
BLUFF WALK



JEFFERSON STREET



WATERLINE REPAIR



DEDICATED WATER RESOURCES EMPLOYEES



THE CITY OF
LYNCHBURG

A dark blue silhouette of the Lynchburg skyline, featuring a prominent steeple and a dome, positioned above a horizontal line that separates the text from the graphic.



BIB – FISCAL YEAR (FY) 2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME PROGRAM PROJECT ALLOCATIONS

Tuesday, April 11, 2023



CDAC RECOMMENDATIONS CDBG FY 2024 PROJECT ALLOCATIONS

	Amount Requested	CDAC Recommendation	City Council Amount Awarded
NAME	FY 2024	FY 2024	FY 2024
City Administration	\$137,090.00	\$137,090.00	
Tyreeanna & Pleasant Valley Gateway Improvements	\$118,000.00	\$118,000.00	
Jefferson Park Revitalization-Initial Improvements	\$380,000.00	\$371,903.90	
Miriam's House / CVCoC* -Coordinated Homeless Intake and Access	\$65,000.00	\$65,000.00	
Boy Scouts of America-Blue Ridge Mountain Council-Scoutreach	\$19,160.00	\$19,160.00	
Totals	\$719,250.00	\$711,153.90	

*CVCoC - Central Virginia Continuum of Care



CDAC RECOMMENDATIONS HOME PROGRAM FY 2024 PROJECT ALLOCATIONS

NAME	Amount	CDAC	City Council Amount
	Requested FY 2024	Recommendation FY 2024	Awarded FY 2024
City Administration	\$33,000.00	\$ 33000.00	
Rush Homes - Carolyn's Place - Rental Housing (CHDO*)	\$250,000.00	\$125,000.00	
Greater Lynchburg Habitat for Humanity - Homeownership Program	\$125,000.00	\$62, 879.88	
Lynchburg Redevelopment and Housing Authority - HOME for Good	\$300,000.00	\$150,000.00	
FARRR Foundation - Lighthouse Beloved Community Land Trust (CLT)	\$200,000.00	\$100,000.00	
Total HOME	\$ 908,000.00	\$470,879.88	

*CHDO - Community Housing Development Organization



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FY 2023 THIRD QUARTER ADJUSTMENTS

April 11, 2023 Business Item Briefing

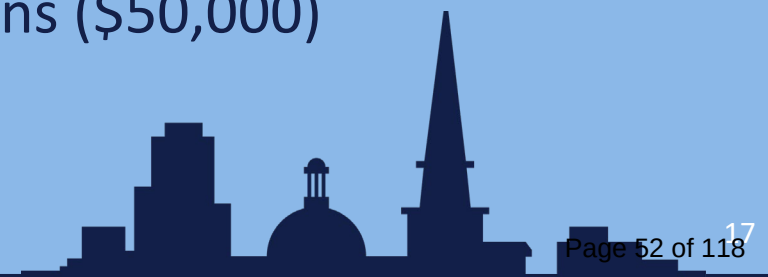
April 25, 2023 Public Hearing



FY 2023 THIRD QUARTER ADJUSTMENTS

Additional General Fund DEDICATED REVENUE:

- Circuit Court Clerk - Technology Trust Funds (\$17,978)
- Human Services/Social Services
 - Family Partnership Meetings (\$23,400)
 - Child Welfare Substance Abuse and Supplemental Services (\$31,782)
 - Requires use of one-time funds (\$5,830)
 - Adoption Subsidy mandated maintenance payments (\$148,000)
- Public Works - Highway Maintenance funds received from the State; funds will be used to purchase a trailer to assist with streets maintenance operations (\$50,000)



FY 2023 THIRD QUARTER ADJUSTMENTS

General Fund use of reserve balance:

- Partners in Emergency Response (PIER) Reserve - appropriate funds for rescue training and to purchase water rescue shoes for Technical Rescue Team members (\$10,750)

General Fund transfer of one-time funds:

- Transfer from General Fund Operating Budget to City/Federal/State Aid Fund - Social Services Grants - appropriate funds for the local match for Safe & Stable Families (\$2,325)
- Transfer from General Fund Operating Budget to City Capital Projects Fund - Police Headquarters - appropriate funds received for interest on revenue replacement funds (\$682,819)



FY 2023 THIRD QUARTER ADJUSTMENTS

Other Funds:

- City/Federal/State Aid Fund - additional grant funding
- Children's Services Act (CSA) Fund - additional funding and use of CSA fund balance
- Technology Fund - reimbursement funding from City Schools
- City Capital Projects Fund - additional funding for projects – majority awarded by VDOT
- Sewer Operating Fund annual transfer to Sewer Capital Projects to comply with CSO special order of consent
- Airport Operating Fund - rescission of various federal grant funds net of inflationary increases
- Airport Capital/Grant Projects Fund - additional funding for projects
- Fleet Fund - auction proceeds



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BIB – ENTERPRISE DRIVE TRAFFIC OVERVIEW

Tuesday, April 11, 2023



PURPOSE AND ACTION

Purpose:

To review a concern about speeding on Enterprise Drive and determine if additional action is required.

Why:

Enterprise Drive is a minor arterial roadway connecting Bedford County to Campbell County through the City with a posted speed limit of 35 MPH.

Vice-Mayor Faraldi requested a study.



ACTION

- Hired consultant Clark Nexsen - study showed average speed was 37 MPH with over 16,000 vehicles per day on the roadway.
- Two areas had a pace speed between 36-45. Pace speed is speed at which a majority of vehicles are travelling on a segment of roadway.
- Clark Nexsen suggested traffic calming methods that may help.
- An increased fines zone from Paulette Dr. to City Limits at Laxton Rd.
- Installation of speed display signs at the two areas, each having one sign in each direction.



EXAMPLES OF SIGNS



Increased Fine Sign on Sheffield Drive



Speed Display Sign

Next Steps:

- **ORDNANCE ATTACHED**
- **APRIL 25TH FOR ACTION**



Enterprise Drive
Regional Connection for
Bedford County
Lynchburg City
and
Campbell County

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REAL ESTATE TAX RELIEF FOR THE ELDERLY & DISABLED

MITCHELL W. NUCKLES

APRIL 2023



Mitchell W. Nuckles
Commissioner of the Revenue





TAX RELIEF SUMMARY

<u>FISCAL YEAR</u>	<u># APPLICANTS</u>	<u>RELIEF AMOUNT</u>
2023	588	\$589,388.53
2022	537	\$556,381.36
2021	500	\$491,740.13
2020	573	\$559,420.20
2019	646	\$615,258.29



TAX RELIEF SUMMARY

TAX RELIEF DISQUALIFIED APPLICANTS

<u>FISCAL YEAR</u>	<u>DISQUALIFIED INCOME</u>	<u>DISQUALIFIED NET WORTH</u>
2023	30	2
2022	16	0
2021	48	7
2020	45	2
2019	27	0



SURROUNDING LOCALITIES

<u>LOCALITY</u>	<u>INCOME</u>	<u>NET WORTH</u>	<u>MAX \$</u>
Amherst	\$50,000	\$150,000	\$600
Appomattox	\$35,000	\$100,000	\$350
Bedford	\$37,500	\$100,000	\$1,000
Campbell	\$50,000	\$100,000	\$1,000
Lynchburg	\$46,100	\$100,000	\$2,500



FIRST CITIES TAX RELIEF

	<u>INCOME THRESHOLD</u>	
Norfolk	\$67,000	
Hampton	\$62,000	
Charlottesville	\$60,000	
Richmond	\$60,000	
Winchester	\$58,818	
Fredericksburg	\$50,000	Average Income Threshold
Harrisonburg	\$50,000	
Newport News	\$50,000	\$46,495
Portsmouth	\$50,000	
Lynchburg	\$46,100	
Petersburg	\$35,000	
Staunton	\$35,000	
Hopewell	\$32,500	
Danville	\$30,000	
Lexington	\$30,000	
Martinsville	\$27,500	



FIRST CITIES TAX RELIEF

	<u>NET WORTH THRESHOLD</u>	
Charlottesville	NONE	
Norfolk	\$350,000	
Richmond	\$350,000	
Fredericksburg	\$300,000	
Hampton	\$200,000	
Newport News	\$200,000	Average Net Worth Threshold
Portsmouth	\$175,000	
Lynchburg	\$100,000	\$153,333
Winchester	\$100,000	
Harrisonburg	\$100,000	
Hopewell	\$100,000	
Petersburg	\$70,000	
Staunton	\$70,000	
Lexington	\$70,000	
Martinsville	\$65,000	
Danville	\$50,000	

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BUDGET RECONCILIATION

Budget Work Session
April 11, 2023



PRESENTATION OVERVIEW

- Define the starting point
 - Budget and Performance Expectations of the City Manager
 - Adjustments to the Proposed Budget
- Calculate the Budget Gap
- Identify Options for Closing the Budget Gap
 - Legal framework and City Council's Financial Policies
 - Overview of Budget Gap Reduction Strategies
- Next Steps/Takeaways



DEFINE THE STARTING POINT

(BUDGET AND PERFORMANCE EXPECTATIONS)

- Reduce real estate tax rate to \$0.89 per \$100 of assessed value
- Waive refuse collection and vehicle license fees in FY 2024
- Assess vehicles at 90% of FMV to calculate personal property tax
- Lower Business License tax rates to account for the first \$150K of gross receipts exemption
- Provide additional funding for local match for state salary increases for SOQ funded positions
- Implement public safety pay progression and Lynchburg Fire Department compression strategic plan
- Provide a five percent GWI to general city employees - where needed
- Maintain city service levels at or above their current levels



DEFINE THE STARTING POINT

(BUDGET AND PERFORMANCE EXPECTATIONS)

Revenue Adjustments to Proposed FY 2024 Budget

Description	Change
Reduce RE Tax Rate from \$1.05 to \$0.89	(\$12,000,000)
BPOL tax rate adjusted for first \$150K of gross receipts	(\$650,000)
Waive Refuse Collection Fee in FY 2024	N/A ¹
Waive Vehicle License Fee in FY 2024	N/A ¹
Assess vehicles at 90% of FMV to calculate PPT	N/A ¹
Total	(\$12,650,000)

¹Action included in Proposed FY 2024 Budget

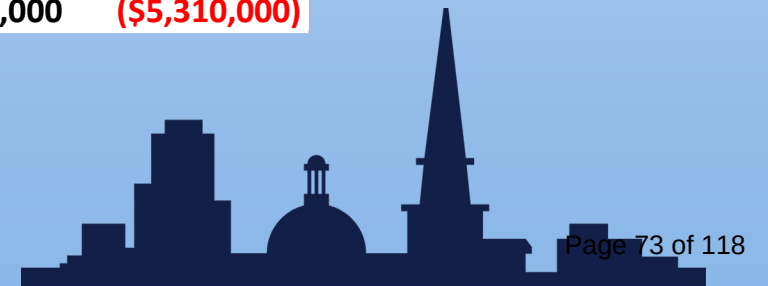


DEFINE THE STARTING POINT

(BUDGET AND PERFORMANCE EXPECTATIONS)

Expenditure Adjustments to Proposed FY 2024 Budget

Description	Proposed	Adjusted	Change
Increased Funding for Lynchburg City Schools	\$3,000,000	\$2,100,000	(\$900,000)
Five Percent General Wage Increase (GWI)	\$2,620,000	\$2,620,000	\$0
Public Safety Targeted Compression/Progression	\$3,020,000	\$3,020,000	\$0
Lynchburg Fire Department Compression Adjustments			
Public Safety Pay Progression (LPD & LFD)			
Increased Starting Pay for 911 Call Takers			
Debt Service Reserve	\$1,380,000	\$0	(\$1,380,000)
Other Org Capacity Positions and Operations	\$950,000	\$0	(\$950,000)
New Police Positions and Operational Support	\$860,000	\$0	(\$860,000)
Other New Public Safety Positions and Operations	\$530,000	\$0	(\$530,000)
New Constitutional Positions and Operations	\$320,000	\$0	(\$320,000)
Housing Toolkit	\$200,000	\$0	(\$200,000)
Police Take Home Car Program (Ongoing Costs)	\$170,000	\$0	(\$170,000)
Total	\$13,050,000	\$7,740,000	(\$5,310,000)



CALCULATING THE BUDGET GAP

Description	Amount
Revenue Adjustments	(\$12,650,000)
Expenditure Adjustments	(\$5,310,000)
Technical Adjustments*	(\$545,000)
Budget Surplus / (Deficit)	(\$6,795,000)

- * Structural Budget Gap is \$6.79M as Proposed FY 2024 Budget includes \$545K of ongoing expenditures above FY 2023 due to department need, not included in the new initiative table and not related to inflation.



IDENTIFY OPTIONS TO CLOSE THE BUDGET GAP

(LEGAL FRAMEWORK AND CITY COUNCIL'S FINANCIAL POLICIES)

Code of Virginia:

All Virginia localities must adopt a balanced budget where revenues are equal to expenditures

City Council Financial Policy:

City Council shall adopt a balanced budget in accordance with all legal requirements

City Council Financial Policy:

One-time revenues shall be used for one-time expenditures only



OVERVIEW OF GAP REDUCTION STRATEGIES

- Implement Budget Strategies
 - Reallocate funding
 - Update expenditure or revenue projections
 - Increase budgetary risk
- Reduce Spending
- Use one-time funds to pay for on-going expenses
 - Use additional funds from the Unassigned General Fund Balance
 - Reduce pay-as-you go capital funding or other one-time expenses
- A combination of the above



OVERVIEW OF GAP REDUCTION STRATEGIES

IMPLEMENT BUDGET STRATEGIES

- Reduce expenses by budgeting for vacancy savings
 - Proposed FY 2024 Budget fully funds all positions
 - Increases budgetary risk
 - **Up to \$2.0M in savings**
- Reduce ongoing funding for vehicle replacement
 - Proposed FY 2024 Budget includes \$5.1M in ongoing funds for General Fund vehicle replacement and depreciation
 - Funding vehicle replacement with ongoing funds is a best practice
 - **Up to \$2.6M in savings**



OVERVIEW OF GAP REDUCTION STRATEGIES

DEPARTMENT SERVICE LEVEL REDUCTIONS

- Budget Office would request three percent cuts from each department
- Would apply to all City departments (General Fund) except public safety
- Will impact service levels
- **Up to \$2.2M in savings**



OVERVIEW OF GAP REDUCTION STRATEGIES

USE ONE-TIME FUNDS FOR ON-GOING EXPENSES

- Use additional funds from the General Fund balance or reduce pay-as-you go capital funding or other one-time expenses
- Complies with Code of Virginia balanced budget requirements
- Does not comply with City Council's Financial Policies
- **\$6.79M (or more) available**



OVERVIEW OF GAP REDUCTION STRATEGIES

SUMMARY OF OPTIONS

Description	Fin Pol. Compliance	Amount (Up to)
Budget for vacancy savings	✓	\$2,000,000
Reduce ongoing vehicle replacement funds	✓	\$2,600,000
Department service level reductions	✓	\$2,200,000
Use one-time funds for ongoing expenses	✗	\$6.79M+

NEXT STEPS / TAKEAWAYS

- Need guidance from City Council on What's in/What's out of Budget
- Tax and fee reductions in “Budget and Performance Expectations” will require either:
 - Department service level reductions
 - Use of one-time funds to support current service levels
- Gap reduction strategies are not without risk
 - These are strategies we would typically use in a bad news economic environment
 - Implementing these strategies now will reduce our financial resilience should a recession arrive
- Details on budget reductions will be provided once City Council agrees to a general budget framework



APPENDIX 1 – PROPOSED PAY INCREASES

Locality	Proposed Pay Increase
Amherst County	7%
Appomattox County	5% - 7%
Bedford County	TBD
Campbell County	5% - 7%
Charlottesville City	6%
Danville City	3% + Pay Study
Harrisonburg City	TBD
Lynchburg City	Sworn public safety step + All other staff 5%
Richmond City	8%
Roanoke City	TBD
State Employees	7%

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THE CITY OF LYNCHBURG

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Public Hearings





BEDFORD AVENUE MIXED USE CONDITIONAL USE PERMIT

Tuesday, April 11, 2023



PURPOSE AND ACTION

Purpose:

Conditional Use Permit petition to allow ten (10) apartments in a mixed-use building in a B-3, Community Business District.

Recommendation:

Planning Commission recommended approval of the petition on March 8, 2023.

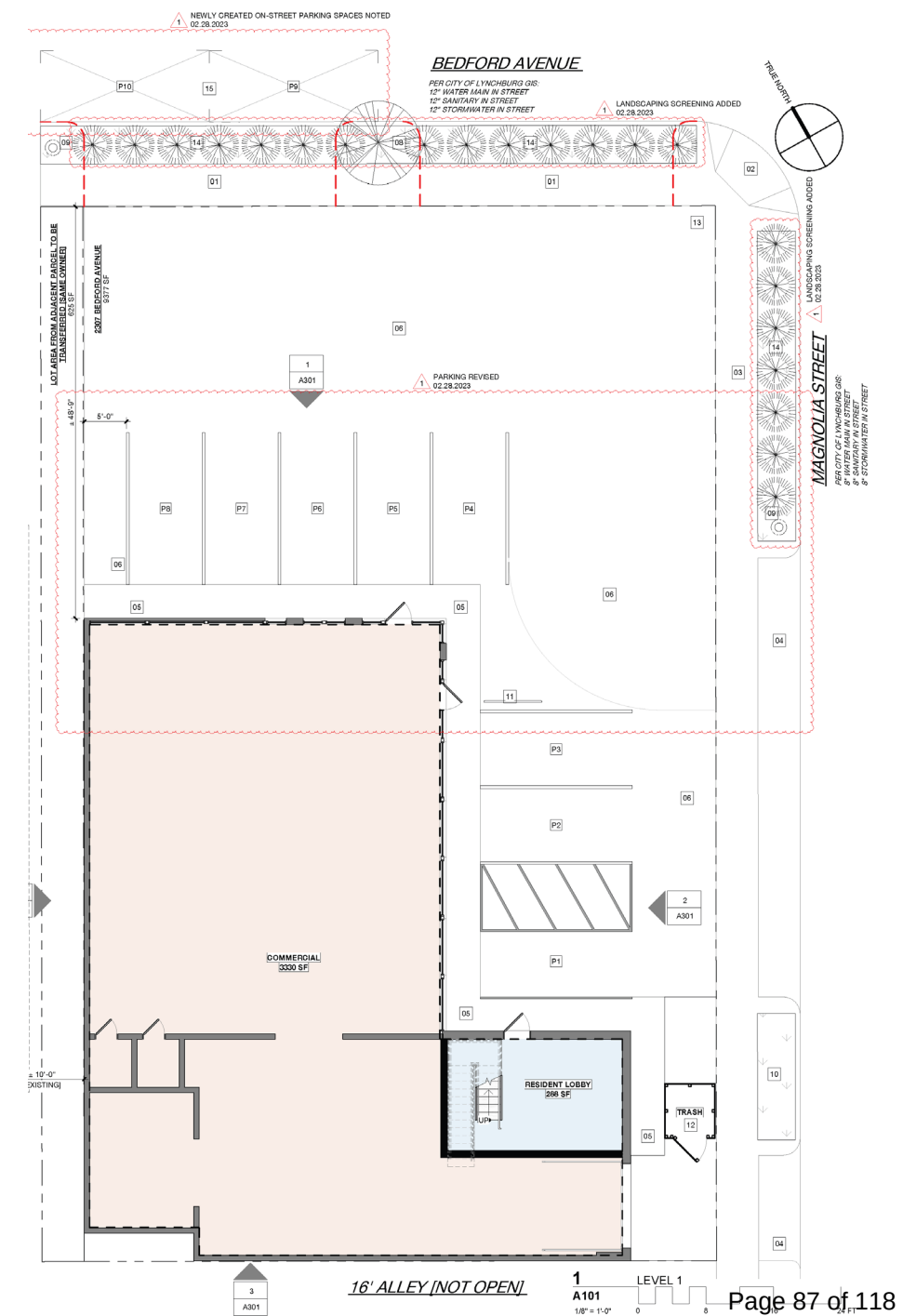




Building with Proposed Upper Story addition



Current Building (Google Streetview - July 2019)



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JAMES ENERGY CENTER CONDITIONAL USE PERMIT

Tuesday, April 11, 2023



PURPOSE AND ACTION

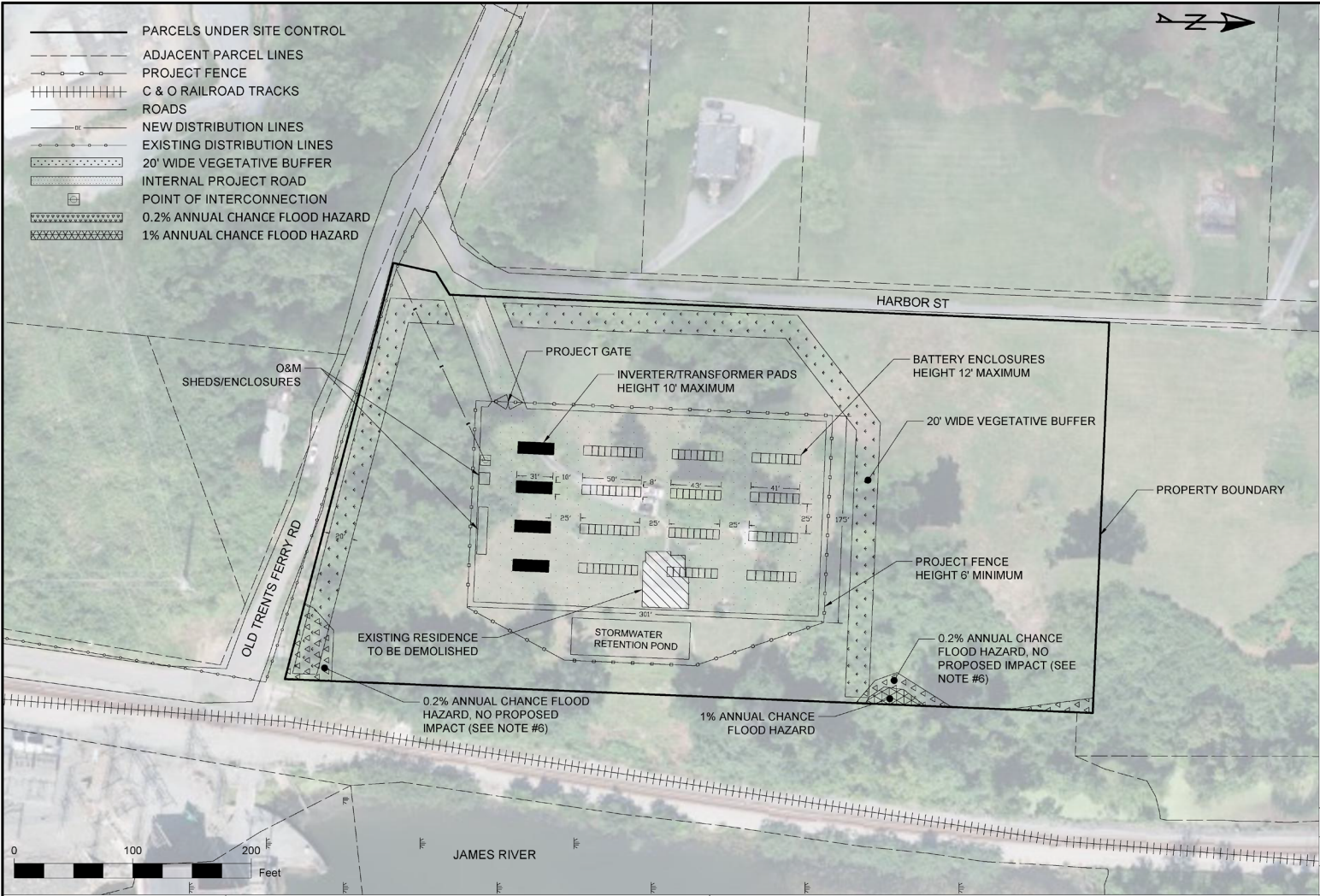
Purpose:

Rezoning petition to allow the construction of a battery energy storage system in an R-3, Medium Density Residential District.

Recommendation:

Planning Commission recommended approval of the petition on March 8, 2023.





GENERAL NOTES

1. THIS DRAWING IS A PRELIMINARY DESIGN - NOT FOR CONSTRUCTION. ALL DIMENSIONS ARE APPROXIMATE.
2. EQUIPMENT IS REPRESENTATIVE ONLY AND MAY CHANGE BASED ON AVAILABILITY AND MARKET CONDITIONS.
3. STORMWATER MANAGEMENT PLAN TO BE SUBMITTED PRIOR TO CONSTRUCTION. STORMWATER PLAN TO COMPLY WITH CHAPTER 16.2 OF CITY OF LYNCHBURG ORDINANCE.
4. EROSION AND SEDIMENT CONTROL PLAN TO BE SUBMITTED PRIOR TO CONSTRUCTION. PLAN TO COMPLY WITH CHAPTER 16.1 OF CITY OF LYNCHBURG ORDINANCE.
5. LIGHTING PLAN TO BE SUBMITTED PRIOR TO CONSTRUCTION. PLAN TO COMPLY WITH SECTION 35.2-65 OF THE CITY OF LYNCHBURG ORDINANCE.
6. EXISTING VEGETATION AND TREE COVER TO BE PRESERVED WHERE POSSIBLE AND USED AS PART OF 20' VEGETATION BUFFER IN ACCORDANCE WITH SEC 35.2-63 OF THE CITY OF LYNCHBURG ORDINANCE.

Updated Plan

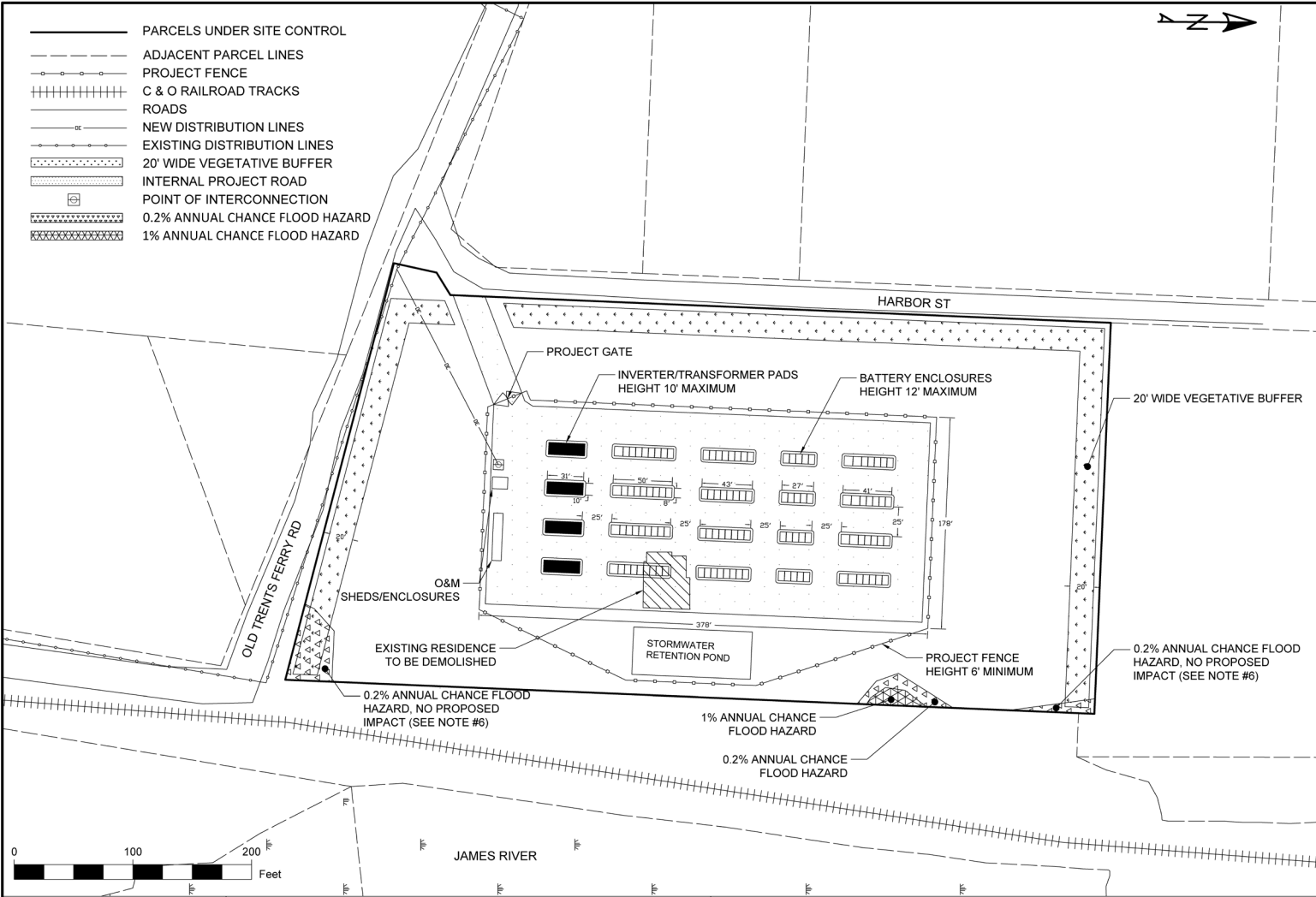
DATE	3/13/2023
BY	TD
PAGE #	2

 JAMES ENERGY CENTER, LLC 3920 HARBOR ST & 109 OLD TRENTS FERRY RD LYNCHBURG, VA 24503	CONCEPT PLAN	PRELIMINARY
	PREPARED FOR CITY OF LYNCHBURG CONDITIONAL USE PERMIT APPLICATION	NOT FOR CONSTRUCTION



Page 95 of 185





GENERAL NOTES

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Previous Version	
DATE	2/22/2023
BY	TD
PAGE #	2

 EAST POINT ENERGY	JAMES ENERGY CENTER, LLC 3920 HARBOR ST & 109 OLD TRENTS FERRY RD LYNCHBURG, VA 24503	CONCEPT PLAN	PRELIMINARY
		PREPARED FOR CITY OF LYNCHBURG CONDITIONAL USE PERMIT APPLICATION	NOT FOR CONSTRUCTION



Page 67 of 185



CONDITIONS

- Recommended by Planning Commission on March 8, 2023:
 1. The property shall be developed in substantial compliance with the concept plan entitled “James Energy Center, LLC” dated February 22, 2023.*
 2. All site lighting shall be controlled by a motion detector and shall not be on continuously.
 3. HVAC units shall not be located on top of battery enclosures.**
 4. Battery enclosures shall not exceed twelve (12) feet in height.

*The concept plan was revised after the Planning Commission meeting to reduce the project footprint. The date has been updated in the resolution.

**The petitioner has suggested a modified condition, such as “The project shall not exceed Maximum Sound Pressure Levels stipulated in the Residential Category of Sec. 26-56 related to noise.”





James Energy Center

Lynchburg City Council

April 11th, 2023
Presented by: Chris Meyer



Table of Contents

- Introduction to East Point Energy
- What is Battery Energy Storage
- Introduction to James Energy Center
- Community Outreach



About East Point Energy

East Point Energy, the owner of James Energy Center, is an energy storage project development firm focused on the origination, construction, and operation of energy storage projects. We partner with utilities, landowners, and communities to deploy grid-scale projects that make the electrical grid more renewable, resilient, and affordable. Success is measured by delivering profitable energy storage solutions that benefit the grid, communities, and our environment.

East Point Energy is a wholly owned subsidiary of Equinor, a broad international energy company committed to long-term value creation in a low-carbon future.

Team Experience

- Since the early 2000's the management team has been developing energy projects
- Developers, engineers, and construction managers are part of this growing team based in Charlottesville
- Operational energy storage projects in VA such as one for Rappahannock Electric Coop
- 2 battery storage projects sold to Dominion Energy Virginia recently



*Rappahannock Electric
Cooperative Project*

What is Battery Energy Storage?

- Rechargeable batteries that store energy from the electric grid
- Helps lower public utility customer's bills
- Flexible and dispatchable resource that increases the resiliency of the grid
- Proven technology – used in cell phones, laptops, and EVs
- No emissions and produces minimal noise

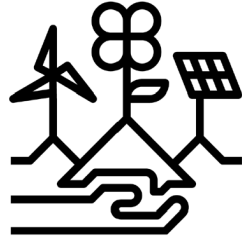


*Not a rendering of James Energy Center

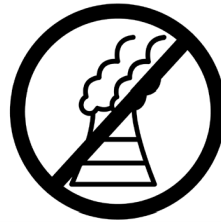
Benefits of Energy Storage Projects



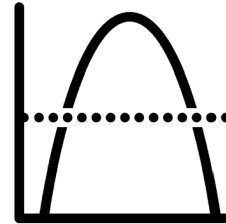
*Contribute to the
Local Economy*



*Renewables
Firming*



*No Emissions
or Pollution*



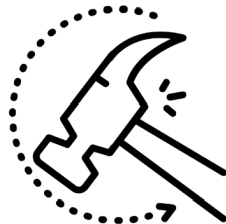
*Peak Demand
Reduction*



*Energy
Arbitrage*



*Fast Response
Frequency
Regulation*



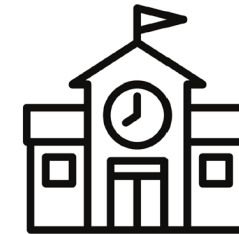
*Transmission/
Distribution
System Deferral*



*Electric Service
Reliability*



Quiet and Safe



*Minimal Impact to
Social Services*

Martinsville Appalachian Power Project

- Operational as of June 2022
- Savings expected of \$3,000,000 to \$6,000,000 over 10 years to rate payers
- Thousands of Martinsville residents benefit
- Martinsville is served by a Public Utility and not AppCo directly



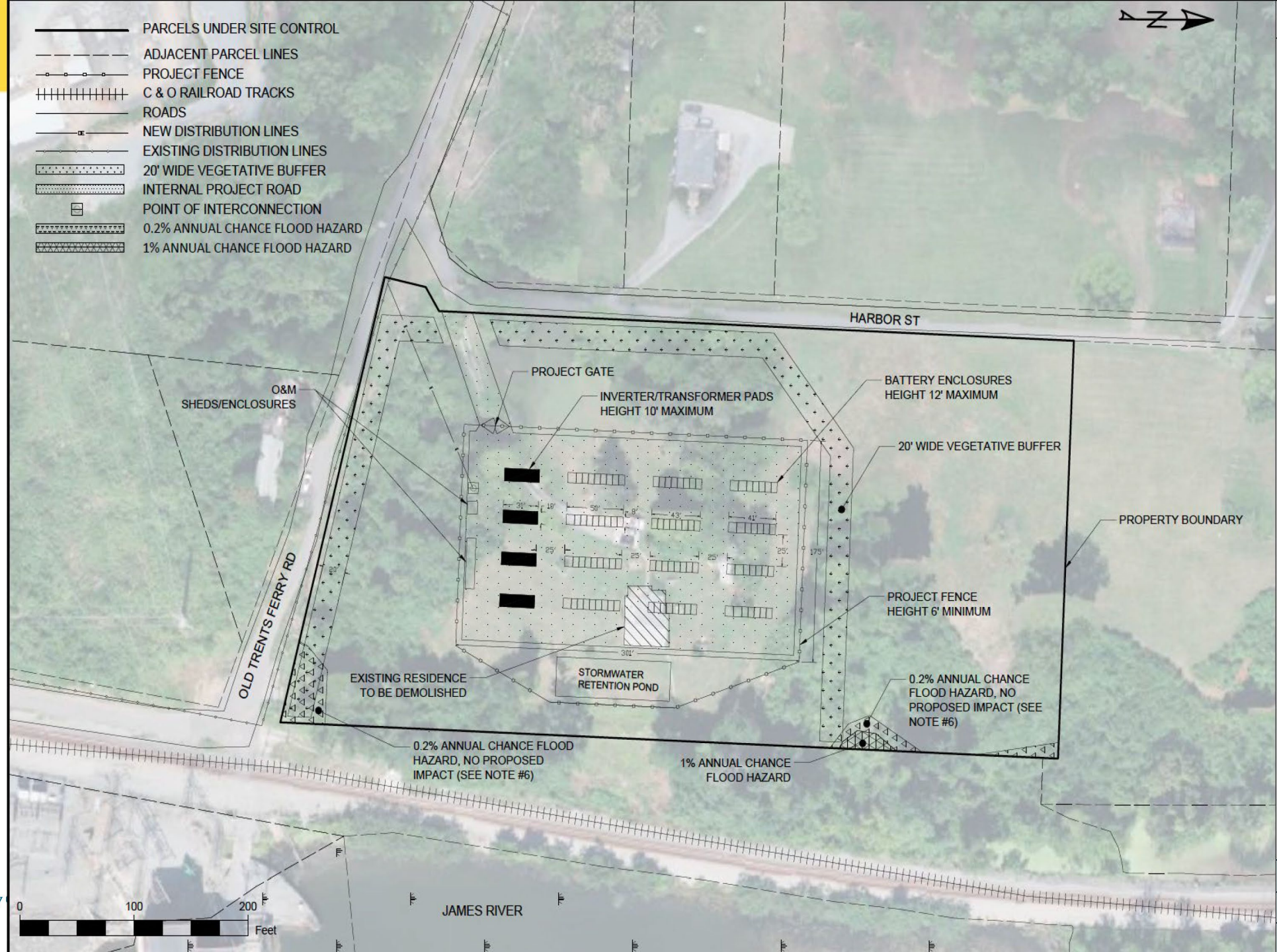
*<https://www.wsls.com/news/local/2022/06/10/martinsville-gets-new-aep-battery-storage-station-to-cut-customers-power-bills/>

Project Site Plan – James Energy Center

- Site selected for similar land use and nearby electrical infrastructure and industry
- Interconnects to Reusens Dam-Appalachian Power substation on Old Trent's Ferry road.
- 5 acre set of parcels with a preliminary site design of <2.5 acres
- 2 residents within 500ft



- PARCELS UNDER SITE CONTROL
- - - - ADJACENT PARCEL LINES
- PROJECT FENCE
- ||||| C & O RAILROAD TRACKS
- ROADS
- NEW DISTRIBUTION LINES
- EXISTING DISTRIBUTION LINES
- ▤ 20' WIDE VEGETATIVE BUFFER
- ▤ INTERNAL PROJECT ROAD
- POINT OF INTERCONNECTION
- ▤ 0.2% ANNUAL CHANCE FLOOD HAZARD
- ▤ 1% ANNUAL CHANCE FLOOD HAZARD

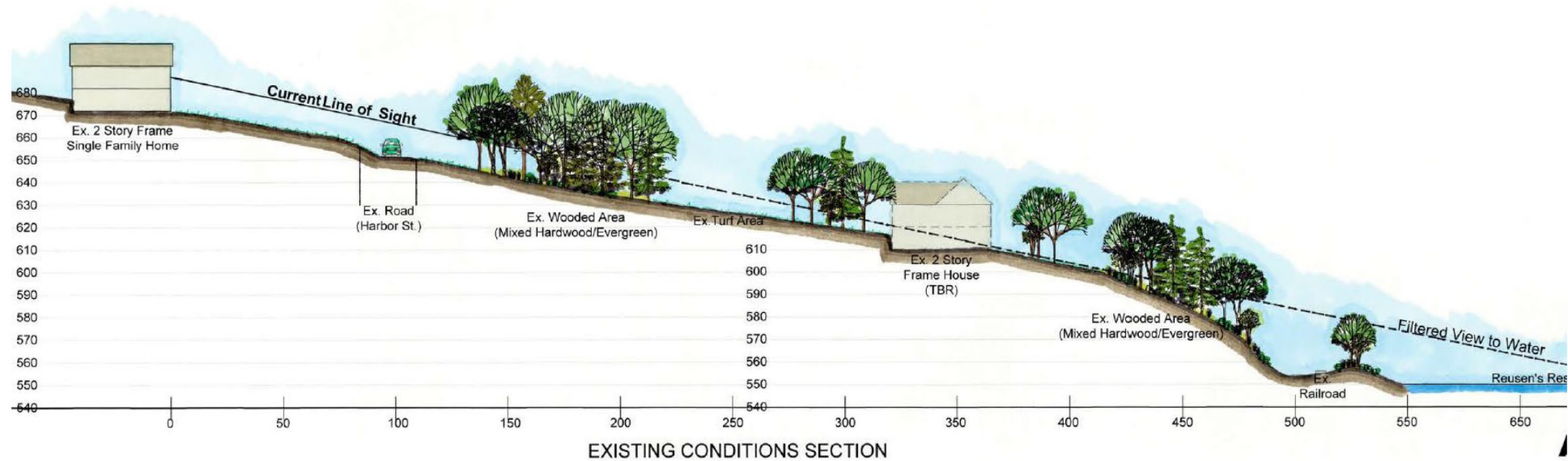


Community Outreach

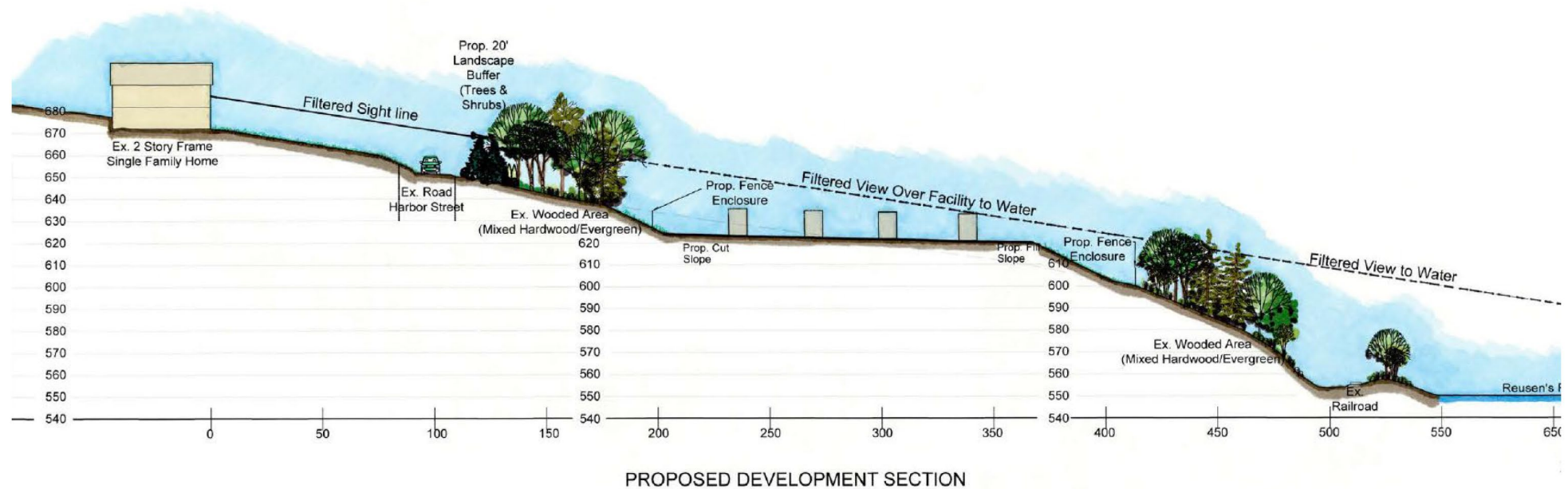
1. Pre-meeting with Fire Department to review any safety concerns
2. TRC concerns addressed
3. Preview letters sent to close neighbors (3)
4. Direct engagement with the closest neighbor who expressed concerns
5. MoU with the Buckley's to address their concerns



Existing view from neighbor's property



Projected view from neighbor's property



Noise concern and PC condition

- A concern of HVAC units on top of enclosures generating noise pollution
- East Point Energy prefers to not put the Zoning administrator in a position to decide if an HVAC unit is “on top” or not
- Better is to address the spirit of the condition – noise levels – and use the City’s noise ordinance.
- Proposed modified condition – *“the project shall not exceed Maximum Sound Pressure Levels stipulated in the Residential Category of Sec. 26-56 related to noise.”*

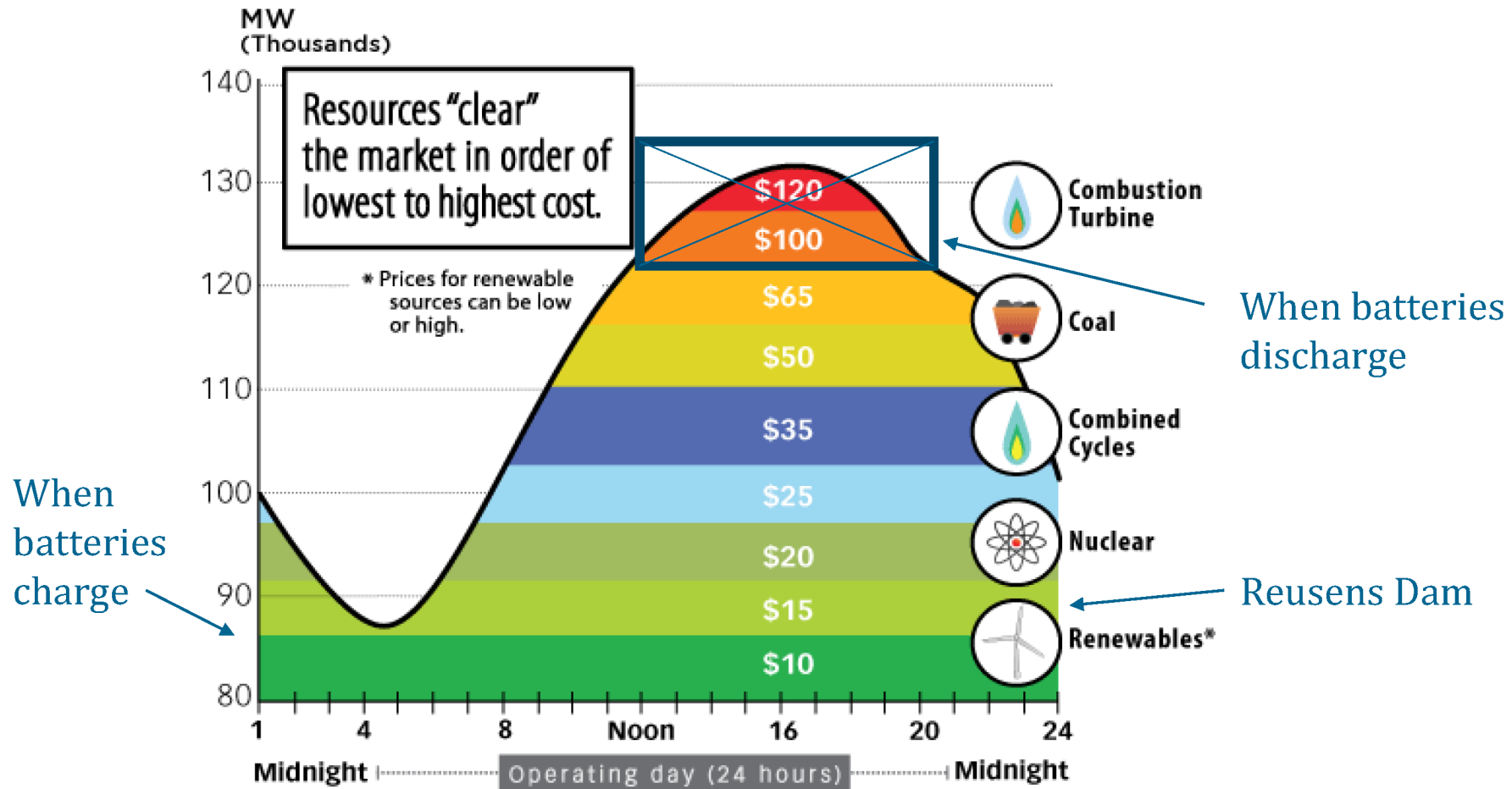
(Photo By: Flexgen)

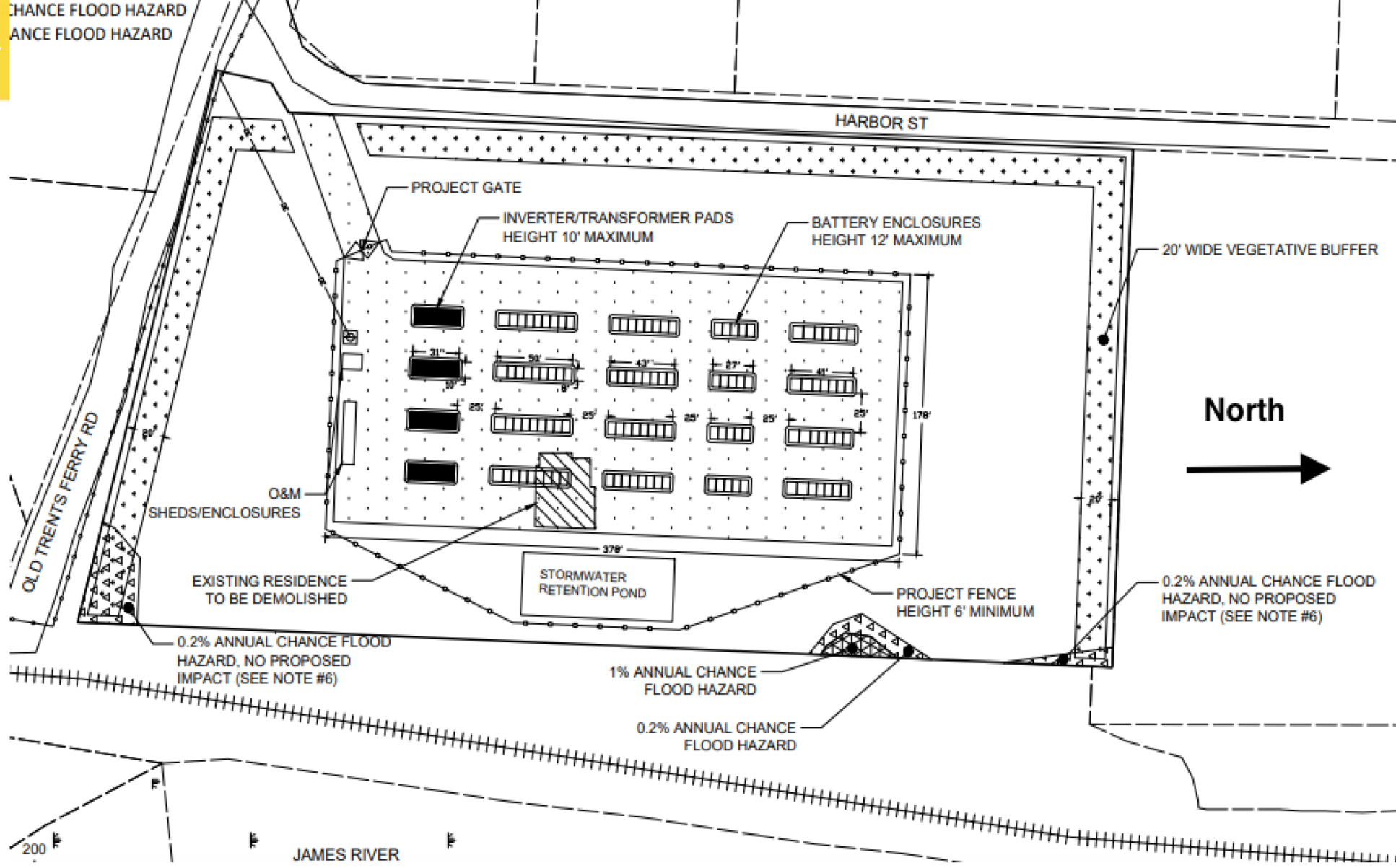




200 Garrett Street, Suite J, Charlottesville, VA 22902 | 434-465-6210
eastpointenergy.com | info@eastpointenergy.com

Why Battery Energy Storage?





Noise concern and PC stipulation

- A concern of HVAC units on top of enclosures generating noise pollution
- Prefer to not put the Zoning administrator in a position to decide if an HVAC unit is “on top” or not
- Better is to address the spirit of the stipulation – noise levels – and use the City’s noise ordinance.



(Photo By: Flexgen)

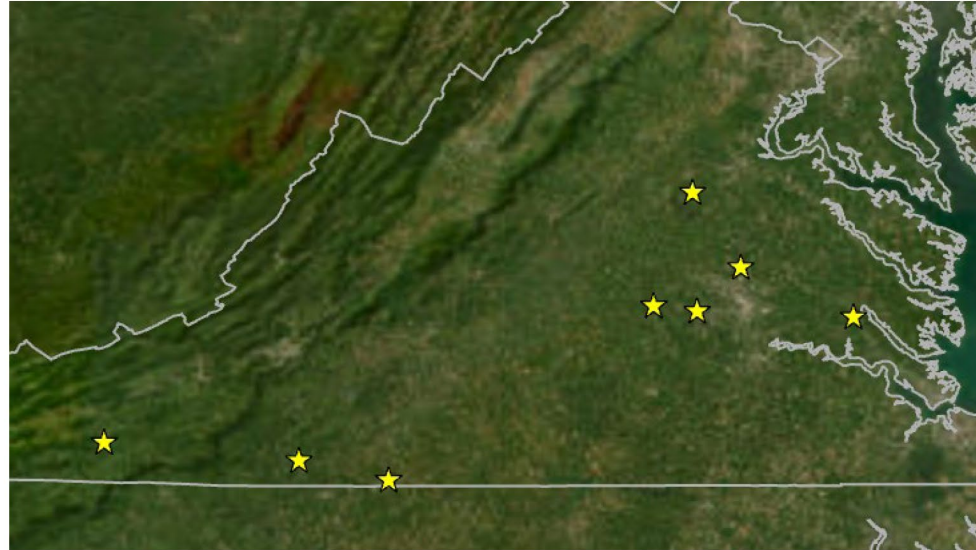
Grid Resiliency – Recent Duke Energy Outages

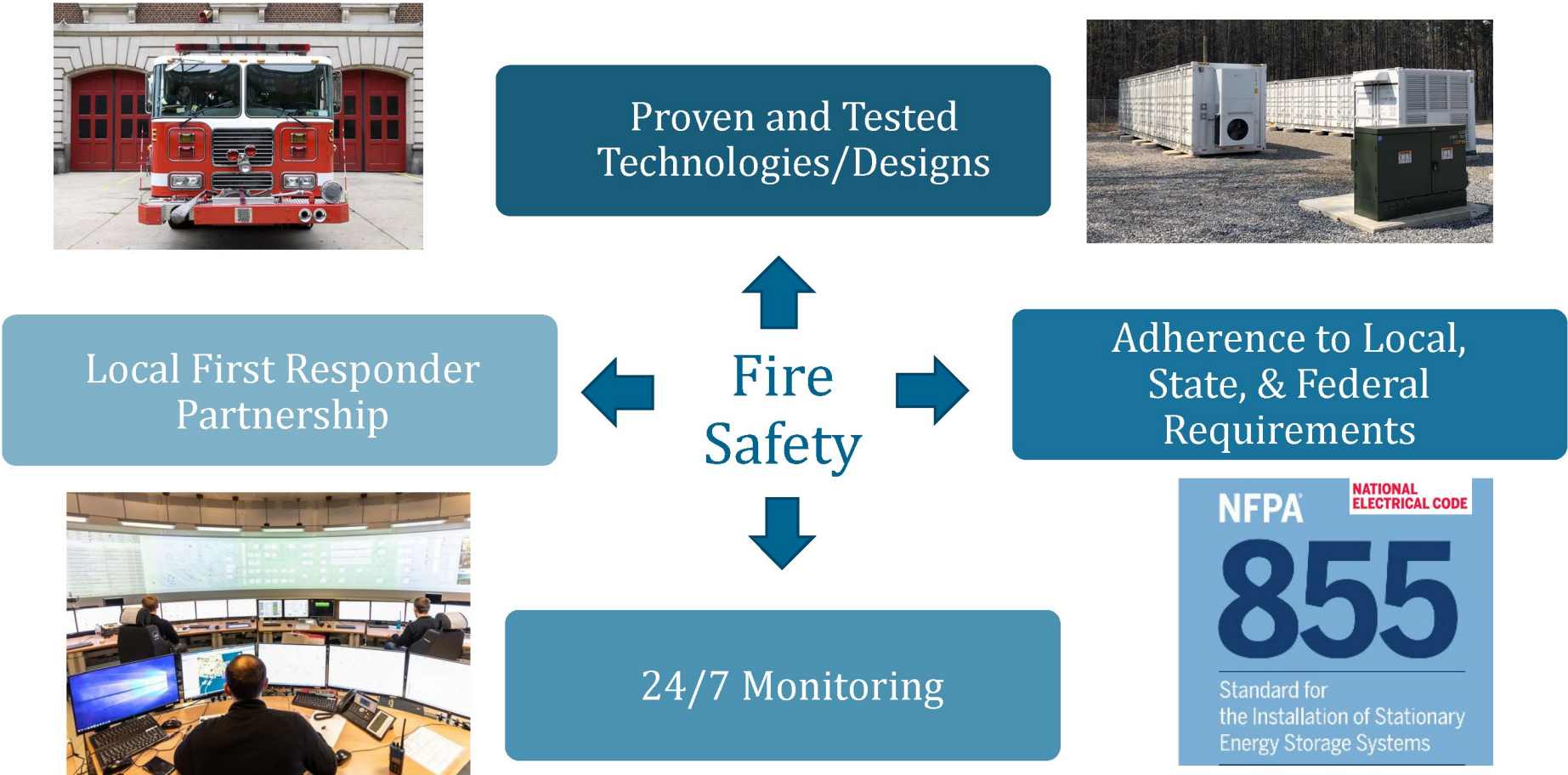
- Example: Winter Storm Elliott before the holidays
- Rotating power outages instituted by Duke last Dec. 24 left about 500,000 customers without service as temperatures plunged and energy demand spiked.
- Duke's outages in North Carolina and South Carolina made up about a third of the 1.7 million service disruptions during the peak of Winter Storm Elliott. Downed power lines caused outages for some utilities and energy demand exceeded expectations in numerous regions. Utilities supplied by Tennessee Valley Authority service territory faced rotating blackouts for the first time in almost 100 years.

• * <https://www.utilitydive.com/news/duke-energy-apologizes-for-winter-storm-outages-as-ferc-nerc-open-investig/639583/>

Battery Energy Storage (BESS) projects in VA

- Byllesby-Buck Hydroelectric Plant (4 MW)
- Carroll County
- Brokenburg (2MW) - Spotsylvania County
- Danville BESS (10 MW) – Danville
- Martinsville BESS (9 MW) – Martinsville
- Scott Solar + Storage BESS (12 MW) -
Powhatan County
- Ashland BESS (2 MW) – Ashland
- New Kent Solar BESS (2 MW) - New Kent
County





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WYNDSOR VIEW TOWNHOMES CONDITIONAL USE PERMIT

Tuesday, April 11, 2023



PURPOSE AND ACTION

Purpose:

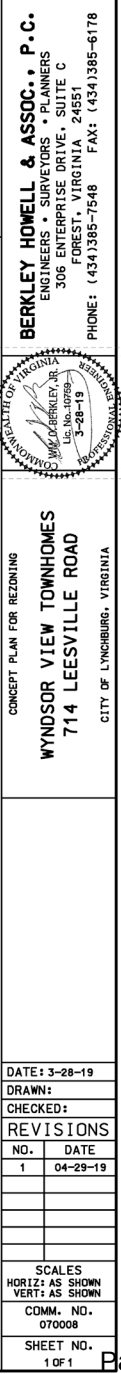
CUP petition to allow the construction of eighty-seven (87) townhomes in a R-3C, Medium Density Residential District (Conditional).

City Council previously approved a CUP at this location on September 24, 2019, but it has expired.

Recommendation:

Planning Commission recommended approval of the petition on February 22, 2023.





THE CITY OF
LYNCHBURG

A dark blue silhouette of the Lynchburg skyline, featuring a prominent steeple and a dome, positioned above a horizontal line that serves as a baseline for the text.