



CITY COUNCIL

Tuesday, June 23, 2026 | 7:00 PM
Council Chamber- City Hall
900 Church Street
Lynchburg, VA 24504

AGENDA

I. Invocation

Councilmember Misjuns

II. Recognitions

II.1. Responsible Fathers Month

III. Consent Agenda

III.2. Consideration of approving the minutes from the March 26, 2026, special called meeting.

III.3. Consideration of approving the minutes from the April 3, 2026, special called meeting.

III.4. Consideration of adopting Resolution #R-26-059 amending the FY 2026 General, Water, Sewer, and Stormwater Funds' Operating Budgets to provide appropriations totaling \$350,000 for costs associated with the issuance of \$90,500,000 in BAN.

IV. Public Hearing

IV.5. Consideration of adopting Ordinance #O-26-067 to vacate and discontinue a public sanitary sewer easement held by the City and located at 1280 Enterprise Drive.

IV.6. Consideration of adopting Resolution #R-26-068 approving a Lease Agreement between the City and Cellco Partnership d/b/a Verizon Wireless at the Abert Water Filtration Plant in Bedford County, Virginia.

IV.7. Consideration of introducing Ordinance #O-26-069 to amend and appropriate \$36,383,600 to the Water Capital Projects Fund and \$1,300,000 to the Stormwater Capital Projects Fund to address capital needs.

V. Public Comment

V.8. ~~Hear from a group representative regarding "cameras". (Melanie Traber)~~
~~(Trading Post by Traber Ranch)~~

VI. General Business

VI.9. Consideration of introducing Ordinance #O-26-070 to amend the FY 2027 General Fund budget and appropriate \$310,800 to fund a detailed staffing assessment, a full-time civilian human resources leadership position, and a full-time sworn position to coordinate department-wide training in the Fire Department.

VI.10. Consideration of appointing School Board members for terms beginning July 1, 2026, in School Board Districts I, II, III.

VI.11. ~~Vice Mayor Diemer: Series 2026 Bond Disclosure Resolution~~

VII. Closed Session

March 26, 2026

// A special called meeting of the Council of the City of Lynchburg was held on the 26th day of March, 2026, at 6:00 P.M. for the purpose of introducing the Fiscal Year 2027 budget in the Council Chamber, City Hall, Larry Taylor, President, presiding. The following Members were present:

Present: Larry Taylor, Curt Diemer, Sterling A. Wilder, Chris Faraldi, Stephanie Reed, Martin

Misjuns, Jacqueline Timmer 7

Absent: 0

// In the matter of the Budget, Agenda Item #1, the FY 2027 Budget was introduced. City Manager, Wynter C. Benda, provided the presentation.

// The meeting was adjourned at 6:15 P.M.

Clerk of Council

April 3, 2026

// A special called meeting of the Council of the City of Lynchburg was held on the 3rd day of April, 2026, at 9:00 A.M. for the purpose of conducting a budget retreat at the Lynchburg Police Department Community Room, 3405 Odd Fellows Road, Larry Taylor, President, presiding. The following Members were present:

Present: Larry Taylor, Curt Diemer, Sterling A. Wilder, Chris Faraldi, Stephanie Reed, Martin Misjuns 6

Absent: Jacqueline Timmer 1

// In the matter of the Budget, Agenda Item #1, Council reviewed the FY 2027 budget book. Ms. Donna Witt, Chief Financial Officer, reviewed the budget book by each department.

// The meeting was recessed at 10:45 A.M.

// The meeting reconvened at 11:01 A.M.

// In the matter of Water Resources, Agenda Item #2, Council received an overview of the Water Resources budget. Mr. Tim Mitchell, Director of Water Resources, gave Council the presentation.

// The meeting was recessed at 11:43 A.M.

// The meeting reconvened at 12:35 P.M.

// In the matter of Budget, Agenda Items #3 and #4, Council received a preview of the Capital Improvement Program and Budget Dashboards. Mr. Shaun Conway, Senior Data Analyst, provided Council with the presentation.

// The meeting adjourned at 1:01 P.M.

Clerk of Council

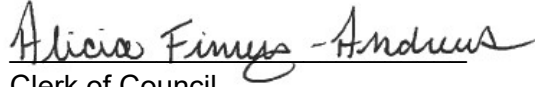
RESOLUTION**#R-26-059**

BE IT FURTHER RESOLVED THAT the FY 2026 General, Water, Sewer, and Stormwater Funds' Operating Budgets are amended; and \$257,955, \$53,758, \$26,685, and \$11,602 are appropriated respectively with resources from the bond anticipation note (BAN), Series 2026 for costs associated with the issuance. City Administration is authorized to realign appropriations for issuance costs amount the Funds as necessary due to this line of credit issuance.

Introduced: June 9, 2026

Adopted: June 23, 2026

Certified:


Clerk of Council

AGENDA ITEM SUMMARY**MEETING DATE**

June 23, 2026

PRESENTED BYTimothy Mitchell, Director of Water
Resources**AGENDA ITEM # IV.5**

Consideration of adopting Ordinance #O-26-067 to vacate and discontinue a public sanitary sewer easement held by the City and located at 1280 Enterprise Drive.

RECOMMENDATION

Adopt the Ordinance following the Public Hearing

SUMMARY

The developer of the property has requested that the public sanitary sewer easement that crosses the property be vacated. Dedicated with the original 1999 subdivision plat in anticipation of the property being further subdivided, there was never a public sewer line constructed in the easement nor will there be based on the current development plans.

PRIOR ACTION(S)

June 9, 2026 - Physical Development Committee

FISCAL IMPACT

None.

CONTACT(S)

Timothy Mitchell, Director of Water Resources

ATTACHMENT(S)

1. #O-26-067 notarized
2. Proposed Ordinance - Vacation of Public SSE (1280 Enterprise Drive)
3. D-2571 Vacation of SS Esmt Exhibit 1280 Enterprise Dr
4. Deed of Dedication
5. Subdivision Plat
6. Executed Signature Page of Proposed Ordinance

REVIEWED BY



Timothy Mitchell, Director of Water Resources

Date: June 18, 2026



Gregory Patrick, Deputy City Manager

Date: June 18, 2026



Alicia Finney-Andrews, Clerk of Council

Date: June 18, 2026

AN UNCODIFIED ORDINANCE TO VACATE AND DISCONTINUE A 15' PUBLIC SANITARY SEWER EASEMENT HELD BY THE CITY OF LYNCHBURG AND LOCATED ON 1280 ENTERPRISE DRIVE, LYNCHBURG, VIRGINIA 24502 (TAX PARCEL NO. 25010003)

WHEREAS, T.P.B. Enterprises, LLC, the present owner of 1280 Enterprise Drive, Lynchburg, Virginia 24502 (Tax Parcel No. 25010003), desires the Lynchburg City Council vacate and discontinue a public sanitary sewer easement located on 1280 Enterprise Drive, Lynchburg, Virginia 24502 (Tax Parcel No. 25010003) as shown on that certain Exhibit dated August 26, 2025, made by Balzer & Associates, and identified with City File No. D-2571 because it is not needed for any municipal purpose; and

WHEREAS, the City of Lynchburg ("City"), a municipal corporation of the Commonwealth of Virginia, through its Department of Water Resources, does not oppose the vacation and discontinuance of the said public sanitary sewer easement; and

WHEREAS, prior to the adoption of this Ordinance, a public hearing was held before the Lynchburg City Council on June 23, 2026 after notice was duly published in The News and Advance on June 4, 2026 and June 11, 2026.

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

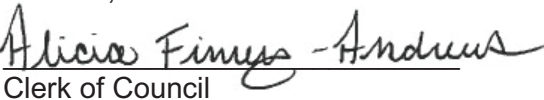
1. That, pursuant to Section 15.2-2700 of the Code of Virginia, 1950, as amended, the 15' public sanitary sewer easement held by the City, located on 1280 Enterprise Drive, Lynchburg, Virginia 24502 (Tax Map No. 25010003), as shown on that certain Exhibit dated August 26, 2025, made by Balzer & Associates, and identified with City File No. D-2571, is no longer needed by the City for any municipal purpose and is hereby forever vacated and discontinued. The said exhibit is incorporated herein by reference.

AND BEING the same 15' public sanitary sewer easement dedicated, conveyed, and acquired by the City by way of that certain (i) Deed of Dedication dated January 11, 1999 and found of record in the Clerk's Office of the Circuit Court for the City of Lynchburg, Virginia in Deed Book 1070 at Page 359 and (ii) approved subdivision plat dated January 11, 1999, entitled "PLAT SHOWING PROPOSED RIGHT OF WAY, PERMANENT DRAINAGE EASEMENTS & TEMPORARY SLOPE EASEMENTS ON THE PROPERTY OF J.E. JAMERSON & SONS, INC. CITY OF LYNCHBURG, & CAMPBELL COUNTY, VA.", made by Hurt & Proffitt, Inc., and found of record in the said Clerk's Office as PC6-028 / Deed Book 1070 at Page 359.

2. That, pursuant to Section 15.2-2700 of the Code of Virginia, 1950, as amended, an appeal of this action may be filed with the Lynchburg, Virginia Circuit Court within thirty (30) days of the adoption date of this Ordinance. However, if no appeal from the adoption of this Ordinance is timely filed or if the Ordinance is upheld upon an appeal, then the Clerk of Council of the City shall submit a certified copy of this Ordinance to the said Clerk's Office for recordation. Upon being submitted for recordation, this Ordinance shall be indexed under **City of Lynchburg, Virginia; T.P.B. Enterprises, LLC; and Tax Map No. 25010003.**

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

Adopted: June 23, 2026

Certified: 
Clerk of Council

By joining in this Ordinance through signature of its authorized representative, T.P.B. Enterprises, LLC, a Virginia limited liability company, agrees to the contents of this Ordinance.

T.P.B. Enterprises, LLC

By: TP Bell

Printed Name: Thomas Bell

Its: Member

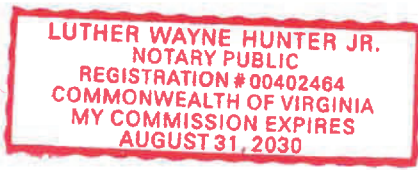
Commonwealth of Virginia, }
City of Lynchburg, to-wit: }

The foregoing instrument was acknowledged before me by Thomas P. Bell, the Member of T.P.B. Enterprises, LLC, a Virginia limited liability company, on this the 17th day of June, 2026, on behalf of the said company.

Luther W. Hunter Jr.
Notary Public

My Commission Expires: 08/31/2030

Notary Registration No. 00402464



AN UNCODIFIED ORDINANCE TO VACATE AND DISCONTINUE A 15' PUBLIC SANITARY SEWER EASEMENT HELD BY THE CITY OF LYNCHBURG AND LOCATED ON 1280 ENTERPRISE DRIVE, LYNCHBURG, VIRGINIA 24502 (TAX PARCEL NO. 25010003)

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WHEREAS, the City of Lynchburg ("City"), a municipal corporation of the Commonwealth of Virginia, through its Department of Water Resources, does not oppose the vacation and discontinuance of the said public sanitary sewer easement; and

WHEREAS, prior to the adoption of this Ordinance, a public hearing was held before the Lynchburg City Council on June 23, 2026 after notice was duly published in The News and Advance on June 4, 2026 and June 11, 2026.

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

1. That, pursuant to Section 15.2-2700 of the Code of Virginia, 1950, as amended, the 15' public sanitary sewer easement held by the City, located on 1280 Enterprise Drive, Lynchburg, Virginia 24502 (Tax Map No. 25010003), as shown on that certain Exhibit dated August 26, 2025, made by Balzer & Associates, and identified with City File No. D-2571, is no longer needed by the City for any municipal purpose and is hereby forever vacated and discontinued. The said exhibit is incorporated herein by reference.

AND BEING the same 15' public sanitary sewer easement dedicated, conveyed, and acquired by the City by way of that certain (i) Deed of Dedication dated January 11, 1999 and found of record in the Clerk's Office of the Circuit Court for the City of Lynchburg, Virginia in Deed Book 1070 at Page 359 and (ii) approved subdivision plat dated January 11, 1999, entitled "PLAT SHOWING PROPOSED RIGHT OF WAY, PERMANENT DRAINAGE EASEMENTS & TEMPORARY SLOPE EASEMENTS ON THE PROPERTY OF J.E. JAMERSON & SONS, INC. CITY OF LYNCHBURG, & CAMPBELL COUNTY, VA.", made by Hurt & Proffitt, Inc., and found of record in the said Clerk's Office as PC6-028 / Deed Book 1070 at Page 359.

2. That, pursuant to Section 15.2-2700 of the Code of Virginia, 1950, as amended, an appeal of this action may be filed with the Lynchburg, Virginia Circuit Court within thirty (30) days of the adoption date of this Ordinance. However, if no appeal from the adoption of this Ordinance is timely filed or if the Ordinance is upheld upon an appeal, then the Clerk of Council of the City shall submit a certified copy of this Ordinance to the said Clerk's Office for recordation. Upon being submitted for recordation, this Ordinance shall be indexed under **City of Lynchburg, Virginia; T.P.B. Enterprises, LLC; and Tax Map No. 25010003.**

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

Adopted:

Certified:

Clerk of Council

By joining in this Ordinance through signature of its authorized representative, T.P.B. Enterprises, LLC, a Virginia limited liability company, agrees to the contents of this Ordinance.

T.P.B. Enterprises, LLC

By: _____

Printed Name: _____

Its: _____

Commonwealth of Virginia, }
City of Lynchburg, to-wit: }

The foregoing instrument was acknowledged before me by _____, the
_____ of **T.P.B. Enterprises, LLC**, a Virginia limited liability company, on this
the _____ day of _____, 2026, on behalf of the said company.

Notary Public

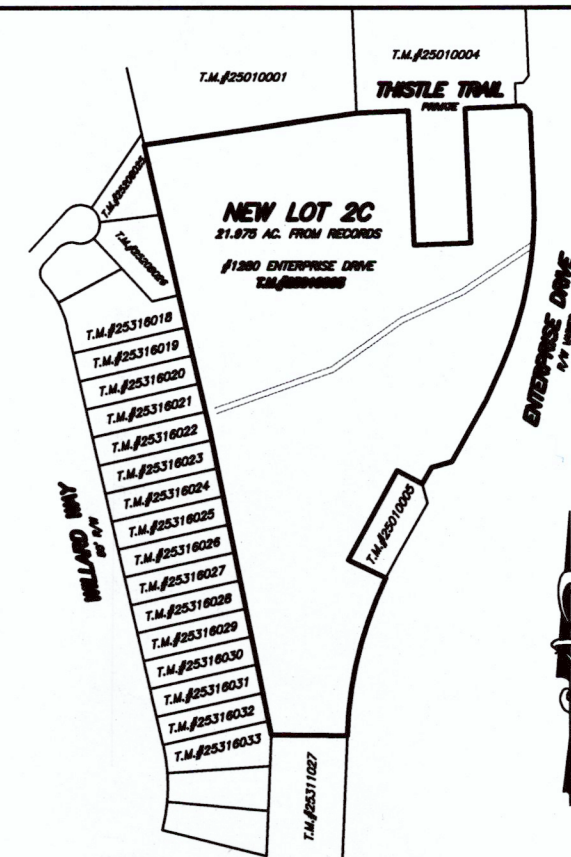
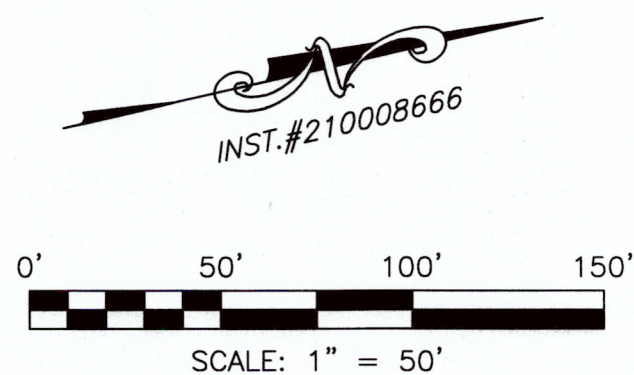
My Commission Expires: _____

Notary Registration No. _____

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHD BEARING	CHD LENGTH	DELTA
C1	999.67	455.17	S10°44'12"W	451.25'	26°05'16"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N87°41'34"E	21.00'
L2	S42°18'49"E	23.99'
L3	S24°52'17"W	98.24'
L4	S74°24'10"W	55.68'
L5	S29°24'10"W	50.00'
L6	N61°36'40"W	74.22'

THE INTENT OF THIS EXHIBIT IS TO SHOW THE LOCATION OF A SANITARY SEWER EASEMENT TO BE VACATED AND IS NOT INTENDED TO REPRESENT A PHYSICAL IMPROVEMENT SURVEY. ALL IMPROVEMENTS OR MATTERS OF RECORD MAY NOT BE SHOWN.



VICINITY MAP
SCALE: 1" = 200'

LEGEND	
●	IRON PIN FOUND
□	PLATTED CORNER

NEW LOT 2C
21.975 AC. FROM RECORDS

#1280 ENTERPRISE DRIVE

T.P.B. ENTERPRISES, LLC
T.M.#25010003
INST.#240004258

1300 ENTERPRISE DRIVE
SNF REAL ESTATE LLC
T.M.#25010004
INST.#240001309

#1300 ENTERPRISE DRIVE

APPROX. 15' APCO R/W
INST.#030012925

THISTLE TRAIL
PRIVATE

15' SANITARY SEWER EASEMENT TO BE VACATED AT THE RIGHT-OF-WAY AND THE OLD SEWER CROSSING TO BE EXCAVATED AND CAPPED AT THE RIGHT-OF-WAY.

DRAINAGE EASEMENT
D.B. 1070, PG. 359

15' PUBLIC UTILITY EASEMENT
D.B. 1070, PG. 359

50' INGRESS/EGRESS EASEMENT
INST.#050002479

10' GAS EASEMENT
INST.#040011406

CHRISTIAN CHURCH
IN VA
T.M.#25010005
INST.#050002479
#1290 ENTERPRISE DRIVE

VACATION EXHIBIT ON THE PROPERTY OF
T.P.B. ENTERPRISES, LLC

1280 ENTERPRISE DRIVE
SHOWING 15' PUBLIC SANITARY SEWER EASEMENT,
AS SHOWN ON PLAT RECORDED IN DEED BOOK 1070, PAGE 359
CROSSING NEW LOT 2C

PLAT SHOWING PART AND PARCEL OF
LOTS 2A & 2C, THE SUMMIT

INSTRUMENT #210008666
CITY OF LYNCHBURG, VIRGINIA
DATED AUGUST 26, 2025
JOB #04240006.00
SCALE: 1" = 50'

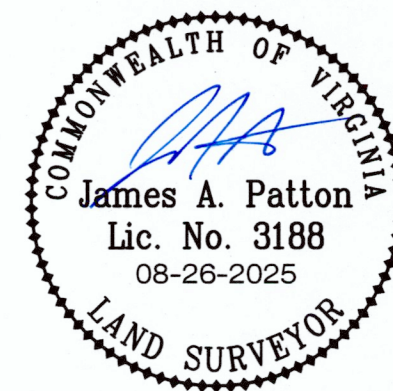
NOTES:

- OWNERS OF RECORD: T.P.B. ENTERPRISES, LLC
- LEGAL REFERENCE: INSTRUMENT #240004258
- TAX MAP NUMBER: 25010003
- THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THERE MAY EXIST ENCUMBRANCES WHICH AFFECT THE PROPERTY NOT SHOWN HEREON.

ENTERPRISE DRIVE
R/W VARIES

CITY FILE NO. D-2571

PLANNERS / ARCHITECTS / ENGINEERS / SURVEYORS
ROANOKE / RICHMOND / NEW RIVER VALLEY / SHENANDOAH VALLEY
1208 Corporate Circle / Roanoke, Virginia 24018 / Phone (540) 772-9580 / balzer.cc | westwoodps.com



DRAWN BY: SHW
CHECKED BY: JAP



1070 359
BOOK 1070 PAGE 359

769

P.C. 6
Sims 28, 29, 30, 31, 32,
33 & 34

THIS DEED OF DEDICATION, dated as of the 11th day of January, 1999, between J. E. JAMERSON & SONS, INC., a Virginia corporation, (the Grantors), and the CITY OF LYNCHBURG, VIRGINIA, a political subdivisions of the Commonwealth of Virginia, (the Grantees),

WITNESSETH:

That the Grantor, hereby dedicates and conveys to the Grantees in the proportion that the herinafter described property and easements are located within the boundaries of each Grantee, as a public street, that certain real estate described as "Enterprise Drive (Variable Width Right of Way)", containing 17.467 acres, more or less, together with each easement designated as "Proposed Temporary Slope Easement", "Proposed Permanent Drainage Easement", "Sanitary Sewer Easement Hereby Dedicated to the City of Lynchburg", and "15' Public Utility Easement" on the attached plat entitled "Plat Showing Proposed Right of Way, Permanent Drainage Easements & Temporary Slope Easements on the Property of J. E. Jamerson & Sons, Inc., City of Lynchburg & Campbell County, VA", made by Hurt & Proffitt, Inc., dated January 11, 1999, a copy of which is attached to and recorded with the deed of dedication. There is also conveyed and dedicated to the City of Lynchburg and reserved by the Grantor the right and easement to drain water along the Proposed Permanent Drainage Easements shown on the attached plat into the retention pond shown on page 7 of the attached plat and the branch upstream from said pond in accordance with and subject to the provisions of an agreement dated as of January 11, 1999, among the Grantor, the City of Lynchburg and CCRC, Inc., which is attached hereto and made a part hereof.

The platting or dedication of the above described land and easements is with the free consent and in accordance with the desire of the undersigned owners, proprietors, and trustees, if any.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed in its name and on its behalf by its duly authorized officer, pursuant to resolution duly adopted by its shareholders and directors.

J. E. Jamerson & Sons, Inc.

By 

Its Secretary (Title)

Prepared by:

Fralin, Feinman, Coates & Kinnier, P.C.
2104 Langhorne Road, Lynchburg, VA 24501

BOOK 1070 PAGE 360

STATE OF VIRGINIA

CITY/COUNTY OF Lynchburg to-wit:

The foregoing instrument was acknowledged before me this 27th day of January, 1999, by Phillip C. Jamerson Secretary as _____ (Title) of J. E. Jamerson & Sons, Inc., on behalf of the corporation.

My commission expires: 9-30-01

Virginia Caronier
Notary Public



The attached deed of dedication dated January 11, 1999, is accepted on behalf of the City of Lynchburg, Virginia, by authority granted by its City Council on January 26, 1999, pursuant to Code of Virginia §15.2-1803, this 27th day of January, 1999.

APPROVED AS TO FORM:

FOR THE CITY OF LYNCHBURG:

Walter C. Erwin
Walter C. Erwin, III
City Attorney

Charles F. Church
Charles F. Church
City Manager

docs\real\wyndhrst.ddn

Virginia: In the Clerk's Office of the Circuit Court of the City of Lynchburg The foregoing instrument was this day presented in the office aforesaid and is, together with the certificate of acknowledgement annexed, admitted to record this 27th day of January, 1999, at 4:15 o'clock P.M.

TESTE

Debra Palmer Clerk

_____	Tax
_____	City Tax
<u>24.00</u>	TFTF
<u>104.00</u>	Fee
<u>128.00</u>	TOTAL

Entered and
Dated
3-11-99

Tralin Teensman & Kenner PC
3-11-99

391.005 Ac. (TOTAL)
-17.467 Ac. (RIGHT OF WAY)
373.538 Ac. RESIDUE

167.039 Ac. (EAST OF RIGHT OF WAY)
202.344 Ac. (WEST OF RIGHT OF WAY)
4.155 Ac. (RESIDUE PARCEL "A")
373.538 Ac. RESIDUE

(NOTE: 0.23 AC. OF PARCEL "A"
RESIDUE IN CAMPBELL COUNTY)

INSERT MAP

PC6-028

PROPERTY OF
J.E. JAMERSON & SONS, INC.
D.B. 1012, PG. 670
(PART OF T.M. #250-8-7/10)
(25.114 AC.)

PROPERTY OF
J.E. JAMERSON & SONS, INC.
D.B. 978, PG. 710
(359.060 AC.±)

EXIST. PARCEL
LINES HEREBY
VACATED

- LEGEND**
- (0.00' 000+00) DENOTES TEMPORARY SLOPE EASEMENT
 - [0.00' 000+00] DENOTES PERMANENT DRAINAGE EASEMENT
 - [0.00' 000+00] DENOTES BOTH TEMP. SLOPE AND DRAIN. EASEMENT
 - IP5 DENOTES IRON PIN SET
 - IPF DENOTES IRON PIN FOUND
 - NATURAL GAS LINE
 - SANITARY SEWER LINE
 - CREEK

COMMONWEALTH AT LARGE TO WIT:
STATE OF VIRGINIA
COUNTY OF LYNCHBURG
I, Mary P. Davis, A NOTARY PUBLIC IN
AND FOR THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE
OWNERS/REPRESENTATIVES WHOSE NAMES ARE SIGNED HEREON HAVE
ACKNOWLEDGED THE SAME BEFORE ME THIS 15th DAY
OF January 1999, MY COMMISSION
EXPIRES Sept. 30, 2002

Mary P. Davis
NOTARY PUBLIC

TOTAL ACREAGE OF SUBDIVISION IS 391.005 AC.
(INCLUDES 17.467 AC. ROAD R/W)
WATER AND SEWER AVAILABLE FROM THE CITY OF LYNCHBURG.
EXISTING TELEPHONE AND ELECTRIC UTILITIES ARE UNDERGROUND.

SOURCE OF TITLE:
THE AREA SHOWN WAS ACQUIRED BY J.E. JAMERSON & SONS, INC.
BY THE FOLLOWING DEEDS.
DEED BOOK 868, PAGE 510 (C.C.)
DEED BOOK 978, PAGE 710-718 (LYNCHBURG)
DEED BOOK 1012, PAGE 670 (LYNCHBURG)

SUBDIVISION APPROVED: 1-2699
CITY ENGINEER LYNCHBURG, VIRGINIA
Robert W. Kest 1/27/99
CLERK OF COUNCIL, LYNCHBURG, VIRGINIA

PARCEL "A"
PROPERTY OF
J.E. JAMERSON & SONS, INC.
D.B. 868, PG. 510 (C.C.)
(T.M. #12-A-46D)
(0.63 AC.) CAMPBELL COUNTY

RECEIVED
JAN 21 1999
COMMUNITY PLANNING & DEVELOPMENT (PAGE 1 OF 7)

Hurt & Proffitt, Inc.
ENGINEERING - SURVEYING - ENVIRONMENTAL - GEOTECHNICAL
MATERIALS TESTING - SITE ENGINEERING
2524 Langhorne Road
Lynchburg, Virginia 24501
(804) 847-7795 FAX (804) 847-0047

500 250 0 500 1000
GRAPHIC SCALE IN FEET

PLAT SHOWING PROPOSED RIGHT OF WAY,
PERMANENT DRAINAGE EASEMENTS &
TEMPORARY SLOPE EASEMENTS ON THE
PROPERTY OF J.E. JAMERSON & SONS, INC.
CITY OF LYNCHBURG, &
CAMPBELL COUNTY, VA.

G.L. # 263-04-D2.0 Date: 01/11/99
Dr. By: RWL Comm. #: 87843802 File #: SL-7930

cover4jam_001.dwg - bnd_wh2.dwg

NOTES

THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE
REPORT AND DOES NOT, THEREFORE, NECESSARILY INDICATE ALL
ENCUMBRANCES ON THE PROPERTY.

THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL FIELD SURVEY DONE
AS PER DATE OF THIS PLAT, AND THERE ARE NO VISIBLE EASEMENTS
OR ENCROACHMENTS AS SHOWN.

THIS PLAT WAS PREPARED TO SHOW A PROPOSED RIGHT OF WAY, PROPOSED
PERMANENT DRAINAGE EASEMENTS & TEMPORARY SLOPE EASEMENTS ON THE
PROPERTY OF J.E. JAMERSON & SONS, INC.

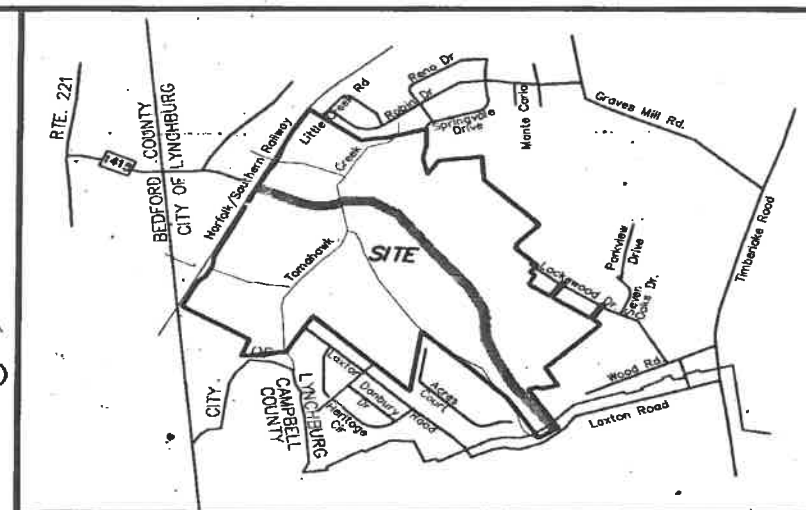
IRONS OR MONUMENTS TO BE SET AT ALL CORNERS, WHERE POSSIBLE, OR AS
OTHERWISE INDICATED ON THIS PLAT. IRONS ON THE PROPOSED RIGHT OF WAY
WILL BE SET AFTER CONSTRUCTION.

THIS PROPERTY IS LOCATED IN ZONE "C" AND IS NOT LOCATED WITHIN FLOOD HAZARD
ZONE "A" FOR A 100 YEAR FLOOD AS DETERMINED BY F.E.M.A. AND SHOWN ON THEIR MAP
MAP DATED SEPTEMBER 1, 1978 AND REVISED NOVEMBER 16, 1983 EXCEPT FOR PORTION
NOTED AND DELINEATED BY SHADING.

THE SUBDIVISION OF THE LAND DESCRIBED HEREIN IS WITH THE FREE CONSENT
AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS,
PROPRIETORS, AND TRUSTEES. THE OWNERS CERTIFY THAT THEY ARE THE FEE
SIMPLE OWNERS OF SAID LAND AND ARE LEGALLY ENTITLED TO SUBDIVIDE THE
SAME.

1-15-99
DATE

PARCEL "A"
PROPERTY OF
J.E. JAMERSON & SONS, INC.
D.B. 978, PG. 718
P.C. 5, SLIDE 147
(T.M. #253-11-27)
(6.202 AC.) CITY OF LYNCHBURG



SITE LOCATION MAP



EXISTING ADJACENT PROPERTY OWNERS

PC6-029

- 1 GRACE D. KIDD
WB 84, PG 203
TM 253-11-28
- 2 GRACE D. KIDD
WB 84, PG 203
P.B. 4, PG. 12
TM 12-A-46
- 3 WILLIAM G. AND KAREN E. SMITH
DB 881, PG 389
TM 253-15-24
- 4 VENABLE AND ROSEMARY DARBY
DB 806, PG 82
TM 253-15-23
- 5 FRANKIE AND ALEXIS WHITE
DB 805, PG 650
TM 253-15-16
- 6 JAMES AND SHERRANN ANDERSON, III
DB 803, PG 224
TM 253-15-15
- 7 TODD A. BURGESS
DB 877, PG 650
TM 253-15-14
- 8 FREDERICK W. LINDSAY
DB 994, PG 731
TM 253-15-13
- 9 FRANCES W. TRIBBLE
DB 798, PG 746
TM 253-15-12
- 10 GEORGE V. HAWKINS, III
DB 800, PG 666
TM 253-15-11
- 11 RONALD J. AND CAROL L. QUAINANCE
DB 801, PG 342
TM 253-15-10
- 12 KENNETH D. WITT AND TAMARA R. BURNETTE
DB 801, PG 480
TM 253-15-9
- 13 STEPHEN W. AND JOANNE JACKSON
DB 931, PG 451
TM 253-15-8
- 14 PRESTON E. AND LORETTA C. DAVIS
DB 717, PG 110
DB 360, PG 311
DB 620, PG 42
TM 253-12-3/5
TM 253-12-14
- 15 BERNICE B. TRENT
WB 77, PG 95
DB 870, PG 876
TM 253-8-10
- 16 GEORGIA A. SMITH
WB 67, PG 798
DB 305, PG 125
TM 253-6-8/9
- 17 LYLE C. AND SHIRLEY C. BABER
DB 374, PG 312 (C.C.)
PB 18, PG 12
TM 253-6-7
- 18 LOCKS FAMILY CEMETERY
TM 253-6-6
- 19 SAMUEL M. AND MARY J. GLASS
DB 304, PG 473
DB 475, PG 457
TM 253-6-4/5
- 20 LLOYD E. AND JESSIE F. COFFEY
DB 606, PG 130
TM 253-8-3
- 21 EARL L. AND IRENE H. COFFEY
DB 305, PG 277 (C.C.)
TM 253-6-2
- 22 EDWARD L. AND CHRISTINE BURNETTE
DB 1032, PG 372
TM 253-8-1
- 23 MICHAEL T. MAYO
DB 983, PG 352
TM 250-8-5

- 24 JANET E. FIELDER
DB 947, PG 105
TM 250-08-6
- 25 ROBERT J. AND YVETTE H. MILLER
DB 835, PG 479
TM 250-07-04
- 26 R. LLOYD AND SHIRLEY H. CAMPBELL
DB 645, PG 831
TM 250-05-18/20
- 27 ALFRED J. DUNCAN
GERALDINE R. DUNCAN
DB 715, PG 213
TM 250-05-16
- 28 DOROTHY A. MARTIN
DB 780, PG 503
TM 250-05-13
TM 250-05-15
- 29 MACKIE W. RICHARDSON
TM 250-05-10
TM 250-05-12
- 30 BROOKVILLE RURITAN COMMUNITY CENTER
DB 395, PG 442
TM 250-2-6
- 31 ELLEN M. AND BRUCE HABITZRUTHER
DB 848, PG 442
TM 250-2-22
- 32 JA98 ASSOCIATION
DB 610, PG 56
TM 250-4-1
- 33 JACK D. & PEGGY C. KARPENSKY
TM 250-4-2
- 34 PAUL TAKERIAN
DB 991, PG 527
TM 250-4-3
- 35 KARLHEINZ D. & JOYCE E. SACHS
TM 250-4-4
- 36 WILLIAM A. & DIANE L. ROY
DB 893, PG 822
TM 250-4-5
- 37 LEWIS W. EDWARDS, JR.
DB 769, PG 406
TM 250-4-6
- 38 LARRY D. AND NANCY A. ANDERSON
DB 775, PG 550
TM 242-7-5
- 39 DONALD W. IRBY
DB 850, PG 386
TM 242-7-4
- 40 PAUL E. AND CYNTHIA K. LINN, III
DB 723, PG 659
TM 242-7-3
- 41 CAROLYN S. BROWN
DB 927, PG 787
TM 242-7-2
- 42 DOUGLAS AND RUTH A. TOLLEY
DB 950, PG 217
TM 242-7-1
- 43 JOHN W. AND SUSAN M. MITCHELL
DB 509 PG 594
TM 242-5-14
- 44 NORFOLK SOUTHERN RAILROAD
- 45 J.E. JAMERSON & SONS, INC.
DB 978, PG 710
TM 251-5-1
- 46 THE CORPORATION FOR JEFFERSON'S
POPLAR FOREST
DB 993 PG 226
TM 251-7-1
- 47 BARBARA MONTGOMERY
DB 901, PG 611
TM 251-08-1

- 48 LARRY AND ESTOL LEONARD
DB 987, PG 206
TM 251-8-18
- 49 DONALD AND PATRICIA JUSTICE
DB 884, PG 434
TM 251-8-17
- 50 JODI G. REA
DB 720, PG 253
TM 251-8-16
- 51 CARLYLE AND SHERLENE SHORTER
DB 652, PG 284
TM 251-8-15
- 52 KELTON W. GRIZZARD
DB 677, PG 3
TM 251-8-14
- 53 ROBERT AND NORMA TURNS
DB 637, PG 567
TM 251-8-13
- 54 WALTER AND PANSY KETZ
DB 658, PG 402
TM 251-8-12
- 55 EDWIN F. BALDWIN
DB 251-8-11
- 56 STANLEY AND KAREN WEBB
DB 881, PG 428
TM 252-1-1
- 57 PHILLIP AND BRENDA LAFRANCE
DB 982, PG 131
TM 252-1-2
- 58 ROBERT AND KIMBERLY DEFUPPO
DB 928, PG 115
TM 252-1-3
- 59 THOMAS AND CAROLYN PRINCE
TM 252-1-4
- 60 JOE AND PAMELA JOHNSON
DB 737, PG 334
TM 252-1-5
- 61 LEE AND LORI HARTMAN
TM 252-1-6
- 62 JAMES AND ANGELA MCKINNEY
DB 730, PG 23
TM 252-1-7
- 63 SANDRA' ELDER
DB 894, PG 380
TM 252-1-8
- 64 STEPHEN AND GAYLE DAVIS
DB 975, PG 270
TM 252-1-9
- 65 D.M. HARRINGTON
DB 791, PG 457
252-1-10
- 66 GARLAND B. WOOLRIDGE
DB 755, PG 325
TM 252-8-15
- 67 RALPH AND KELLY CARTER
DB 1003, PG 204
TM 252-8-16
- 68 RAYMOND E. BEATTY
DB 951, PG 712
TM 252-8-17
- 69 GEORGE AND SHELLEY SCOTT
DB 766, PG 834
TM 252-8-18
- 70 MATTHEW AND CHRIS WILLMINGTON
DB 768, PG 888
TM 252-8-19
- 71 THEODORE AND KIMMY LEADBETTER
DB 964, PG 779
TM 252-8-20
- 72 REGINA AND EDWARD MARTIN
DB 878, PG 707
TM 252-8-21

- 73 WILLIAM AND RHONDA WHITING
DB 777, PG 411
TM 252-8-22
- 74 DAVID AND WENDY PROCO
DB 782, PG 73
TM 252-8-23
- 75 RICHARD AND KAY WILSON
DB 919, PG 40
TM 252-8-24
- 76 C.C. AND B PROPERTIES
C/O HILL CITY REALTY
TM 252-8-25/26
- 77 C.C. AND B PROPERTIES
DB 801, PG 499
TM 253-11-36
- 78 MICHAEL AND JILL VAUGHAN
DB 955, PG 497
TM 253-14-5
- 79 WAYNE M AND PATRICIA WITAKER
DB 796, PG 543
TM 253-14-6
- 80 RICHARD AND JANICE ENDICOTT
DB 801, PG 429
TM 253-14-7
- 81 AMOS AND SHIRLEY MORRIS
DB 797, PG 793
TM 253-14-8

SUBMISSION APPROVED:

CITY ENGINEER, LYNCHBURG, VIRGINIA

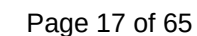
CLERK OF COUNCIL, LYNCHBURG, VIRGINIA

AGENT FOR THE BOARD OF SUPERVISORS, CAMPBELL COUNTY, VA

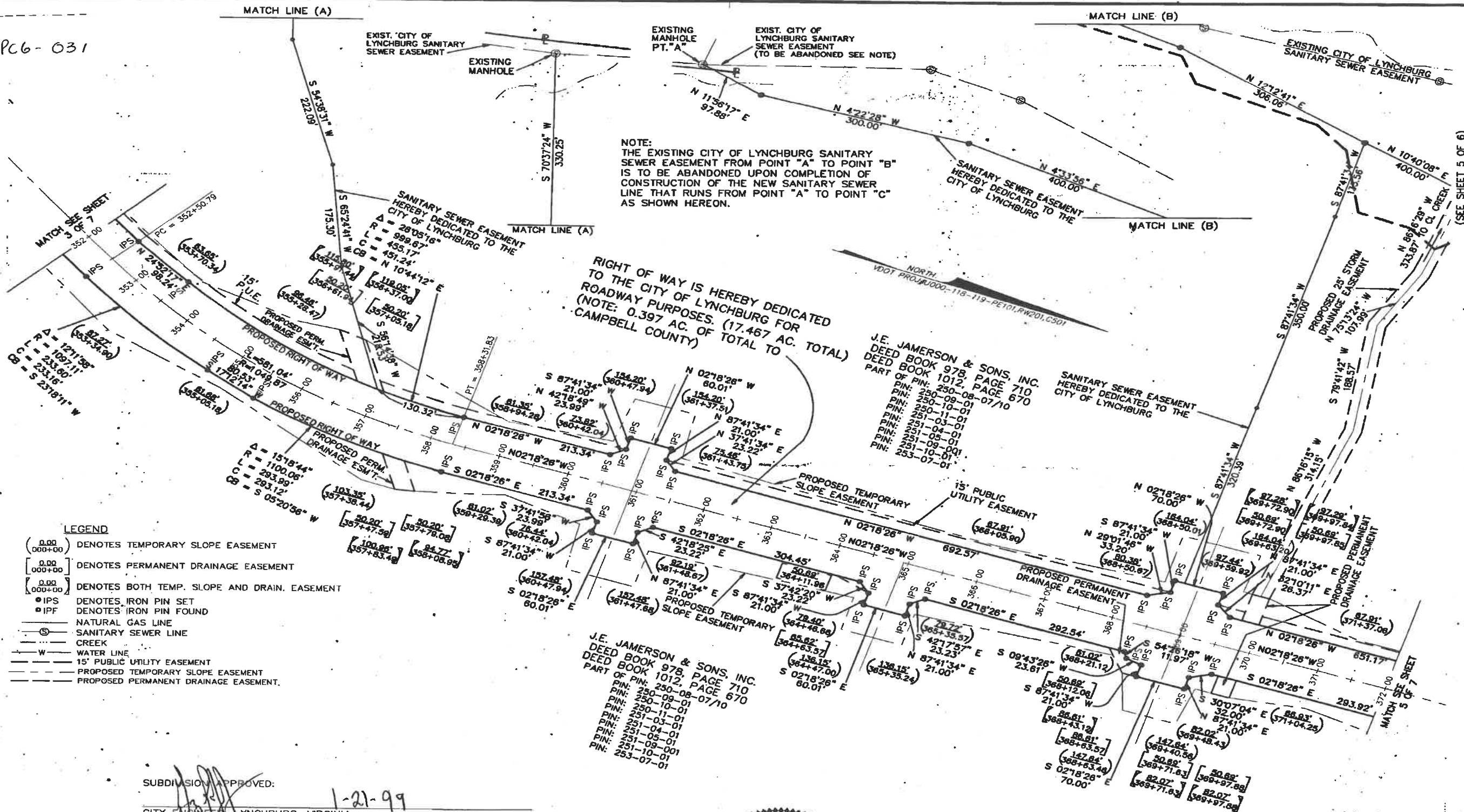


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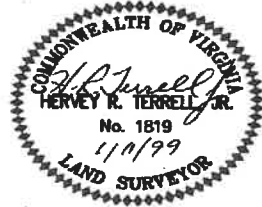
Hurt & Proffitt, Inc. ENGINEERING - SURVEYING - ENVIRONMENTAL - GEOTECHNICAL MATERIALS TESTING - SITE ENGINEERING 2524 Langhorne Road Lynchburg, Virginia 24501 (804) 847-7796 FAX (804) 847-0047	PLAT SHOWING PROPOSED RIGHT OF WAY, PERMANENT DRAINAGE EASEMENTS & TEMPORARY SLOPE EASEMENTS ON THE PROPERTY OF J.E. JAMERSON & SONS, INC. CITY OF LYNCHBURG, & CAMPBELL COUNTY, VA.	
	G.L. #: 263-04-D2.0 Dr. By: rwl	Date: 01/11/99 Comm. #: 97843802 File #: SL-7930



PC6-031



SUBDIVISION APPROVED: 1-21-99
CITY ENGINEER, LYNCHBURG, VIRGINIA
W. K. Kist 1/21/99
CLERK OF COUNCIL, LYNCHBURG, VIRGINIA
R. G. Gibson 1-19-99
AGENT FOR THE BOARD OF SUPERVISORS, CAMPBELL COUNTY, VA



Hurt & Proffitt, Inc.
ENGINEERING - SURVEYING - ENVIRONMENTAL - GEOTECHNICAL
MATERIALS TESTING - SITE ENGINEERING
2524 Langhorne Road
Lynchburg, Virginia 24501
(804) 847-7796 FAX (804) 847-0047

PLAT SHOWING PROPOSED RIGHT OF WAY, PERMANENT DRAINAGE EASEMENTS & TEMPORARY SLOPE EASEMENTS ON THE PROPERTY OF J.E. JAMERSON & SONS, INC. CITY OF LYNCHBURG, & CAMPBELL COUNTY, VA.

G.L. #: 263-04-D2.0 Date: 01/11/99
Dr. By: rwl Comm. #: 97843802 File #: SL-7930

(PAGE 4 OF 7)

PC6-032

NOTE:
THE EXISTING CITY OF LYNCHBURG SANITARY SEWER EASEMENT FROM POINT "A" TO POINT "B" IS TO BE ABANDONED UPON COMPLETION OF CONSTRUCTION OF THE NEW SANITARY SEWER LINE THAT RUNS FROM POINT "A" TO POINT "C" AS SHOWN HEREON.

J.E. JAMERSON & SONS, INC.
DEED BOOK 978, PAGE 710
DEED BOOK 1012, PAGE 670
PART OF PIN: 250-08-07/10
PIN: 250-09-01
PIN: 250-10-01
PIN: 250-11-01
PIN: 251-03-01
PIN: 251-04-01
PIN: 251-05-01
PIN: 251-09-001
PIN: 251-10-01
PIN: 253-07-01

Δ = 4118'08"
R = 805.77'
L = 580.85'
C = 568.35'
CB = N 22°57'30" W

J.E. JAMERSON & SONS, INC.
DEED BOOK 978, PAGE 710
DEED BOOK 1012, PAGE 670
PART OF PIN: 250-08-07/10
PIN: 250-09-01
PIN: 250-10-01
PIN: 250-11-01
PIN: 251-03-01
PIN: 251-04-01
PIN: 251-05-01
PIN: 251-09-001
PIN: 251-10-01
PIN: 253-07-01

LEGEND:

- (0.00/000+00) DENOTES TEMPORARY SLOPE EASEMENT
- [0.00/000+00] DENOTES PERMANENT DRAINAGE EASEMENT
- [0.00/000+00] DENOTES BOTH TEMP. SLOPE AND DRAIN. EASEMENT
- IPS DENOTES IRON PIN SET
- IPF DENOTES IRON PIN FOUND
- NATURAL GAS LINE
- SANITARY SEWER LINE
- CREEK
- WATER LINE
- 15' PUBLIC UTILITY EASEMENT
- PROPOSED TEMPORARY SLOPE EASEMENT
- PROPOSED PERMANENT DRAINAGE EASEMENT

SUBDIVISION APPROVED:

CITY ENGINEER, LYNCHBURG, VIRGINIA

CLERK OF COUNCIL, LYNCHBURG, VIRGINIA

AGENT FOR THE BOARD OF SUPERVISORS, CAMPBELL COUNTY, VA



Hurt & Proffitt, Inc.
ENGINEERING • SURVEYING • ENVIRONMENTAL • GEOTECHNICAL
MATERIALS TESTING • SITE ENGINEERING

2524 Langhorne Road
Lynchburg, Virginia 24501
(804) 847-7796 FAX (804) 847-0047

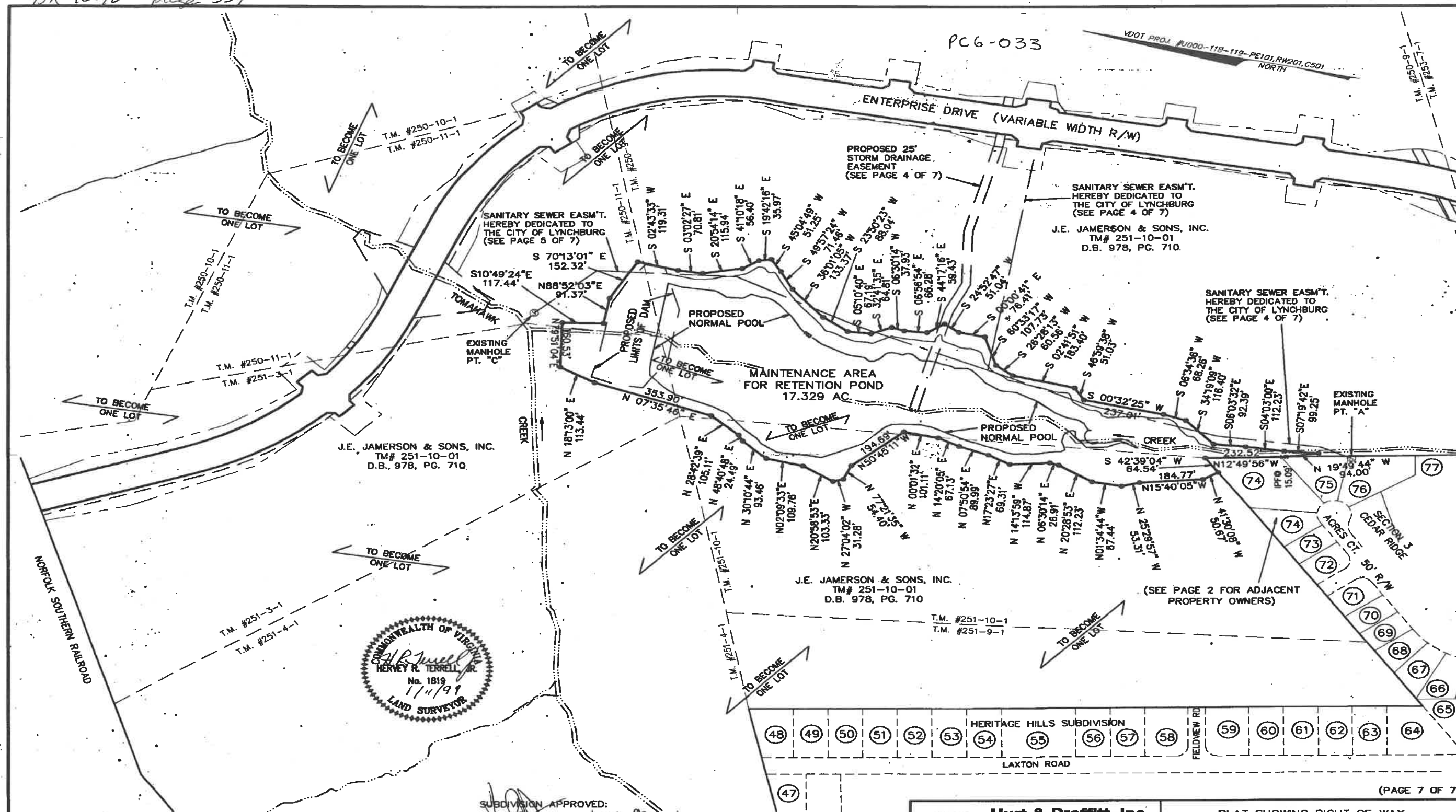
100 50 0 100 200
GRAPHIC SCALE IN FEET

PLAT SHOWING PROPOSED RIGHT OF WAY,
PERMANENT DRAINAGE EASEMENTS &
TEMPORARY SLOPE EASEMENTS ON THE
PROPERTY OF J.E. JAMERSON & SONS, INC.
CITY OF LYNCHBURG, &
CAMPBELL COUNTY, VA.

G.L. #: 263-04-D2.0 Date: 01/11/99
Dr. By: rwl Comm. #: 97843802 File #: SL-7930

(PAGE 5 OF 7)

jamr_001.dwg

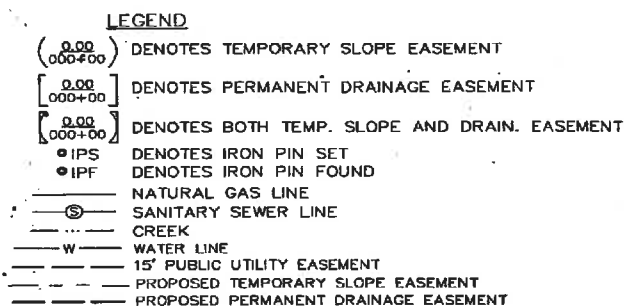


THE MAINTENANCE AREA FOR RETENTION POND AS SHOWN HEREON DEFINES THE AREA SUBJECT TO CONDITIONS SET FORTH IN THE RETENTION POND AGREEMENT TO BE RECORDED WITH THIS PLAT.

SUBDIVISION APPROVED: 1-21-99
 CITY ENGINEER, LYNCHBURG, VIRGINIA
 K. W. Kest 1/22/99
 CLERK OF COUNCIL, LYNCHBURG, VIRGINIA
 K. J. [Signature] 1-19-99
 AGENT FOR THE BOARD OF SUPERVISORS, CAMPBELL COUNTY, VIRGINIA

Hurt & Proffitt, Inc. ENGINEERING • SURVEYING • ENVIRONMENTAL • GEOTECHNICAL MATERIALS TESTING • SITE ENGINEERING 2524 Langhorne Road Lynchburg, Virginia 24501 (804) 847-7796 FAX (804) 847-0047		PLAT SHOWING RIGHT OF WAY, PERMANENT DRAINAGE EASEMENTS & TEMPORARY SLOPE EASEMENTS ON THE PROPERTY OF J.E. JAMERSON & SONS, INC. CITY OF LYNCHBURG, & CAMPBELL COUNTY, VA	
G.L. # 263-04-D2.0 Dr. By: RWL Comm. #: 97843802		Date: 01/11/99 File #: SL-7930	

pondlot.dwg



J.E. JAMERSON & SONS, INC.
DEED BOOK 978, PAGE 710
DEED BOOK 1012, PAGE 670
PART OF PIN: 250-08-07/10
PIN: 250-09-01
PIN: 250-10-01
PIN: 250-11-01
PIN: 251-03-01
PIN: 251-04-01
PIN: 251-05-01
PIN: 251-09-001
PIN: 251-10-01
PIN: 253-07-01

AGENT FOR THE BOARD OF SUPERVISORS, CAMPBELL COUNTY, VA

(PAGE 6 OF 7)



Hurt & Proffitt, Inc.
ENGINEERING • SURVEYING • ENVIRONMENTAL • GEOTECHNICAL
MATERIALS TESTING • SITE ENGINEERING

2524 Langhorne Road
Lynchburg, Virginia 24501
(804) 847-7796 FAX (804) 847-0047

PLAT SHOWING PROPOSED RIGHT OF WAY,
PERMANENT DRAINAGE EASEMENTS &
TEMPORARY SLOPE EASEMENTS ON THE
PROPERTY OF J.E. JAMERSON & SONS, INC.
CITY OF LYNCHBURG, &
CAMPBELL COUNTY, VA.

100 50 0 100 200
GRAPHIC SCALE IN FEET

G.L. #: 263-04-D2.0	Date: 01/11/99
Dr. By: rwj	Comm. #: 97843802 File #: SL-7930

iamr_001.dwc

AN UNCODIFIED ORDINANCE TO VACATE AND DISCONTINUE A 15' PUBLIC SANITARY SEWER EASEMENT HELD BY THE CITY OF LYNCHBURG AND LOCATED ON 1280 ENTERPRISE DRIVE, LYNCHBURG, VIRGINIA 24502 (TAX PARCEL NO. 25010003)

WHEREAS, T.P.B. Enterprises, LLC, the present owner of 1280 Enterprise Drive, Lynchburg, Virginia 24502 (Tax Parcel No. 25010003), desires the Lynchburg City Council vacate and discontinue a public sanitary sewer easement located on 1280 Enterprise Drive, Lynchburg, Virginia 24502 (Tax Parcel No. 25010003) as shown on that certain Exhibit dated August 26, 2025, made by Balzer & Associates, and identified with City File No. D-2571 because it is not needed for any municipal purpose; and

WHEREAS, the City of Lynchburg ("City"), a municipal corporation of the Commonwealth of Virginia, through its Department of Water Resources, does not oppose the vacation and discontinuance of the said public sanitary sewer easement; and

WHEREAS, prior to the adoption of this Ordinance, a public hearing was held before the Lynchburg City Council on June 23, 2026 after notice was duly published in The News and Advance on June 4, 2026 and June 11, 2026.

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

1. That, pursuant to Section 15.2-2700 of the Code of Virginia, 1950, as amended, the 15' public sanitary sewer easement held by the City, located on 1280 Enterprise Drive, Lynchburg, Virginia 24502 (Tax Map No. 25010003), as shown on that certain Exhibit dated August 26, 2025, made by Balzer & Associates, and identified with City File No. D-2571, is no longer needed by the City for any municipal purpose and is hereby forever vacated and discontinued. The said exhibit is incorporated herein by reference.

AND BEING the same 15' public sanitary sewer easement dedicated, conveyed, and acquired by the City by way of that certain (i) Deed of Dedication dated January 11, 1999 and found of record in the Clerk's Office of the Circuit Court for the City of Lynchburg, Virginia in Deed Book 1070 at Page 359 and (ii) approved subdivision plat dated January 11, 1999, entitled "PLAT SHOWING PROPOSED RIGHT OF WAY, PERMANENT DRAINAGE EASEMENTS & TEMPORARY SLOPE EASEMENTS ON THE PROPERTY OF J.E. JAMERSON & SONS, INC. CITY OF LYNCHBURG, & CAMPBELL COUNTY, VA.", made by Hurt & Proffitt, Inc., and found of record in the said Clerk's Office as PC6-028 / Deed Book 1070 at Page 359.

2. That, pursuant to Section 15.2-2700 of the Code of Virginia, 1950, as amended, an appeal of this action may be filed with the Lynchburg, Virginia Circuit Court within thirty (30) days of the adoption date of this Ordinance. However, if no appeal from the adoption of this Ordinance is timely filed or if the Ordinance is upheld upon an appeal, then the Clerk of Council of the City shall submit a certified copy of this Ordinance to the said Clerk's Office for recordation. Upon being submitted for recordation, this Ordinance shall be indexed under **City of Lynchburg, Virginia; T.P.B. Enterprises, LLC; and Tax Map No. 25010003.**

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

Adopted:

Certified:

Clerk of Council

By joining in this Ordinance through signature of its authorized representative, T.P.B. Enterprises, LLC, a Virginia limited liability company, agrees to the contents of this Ordinance.

T.P.B. Enterprises, LLC

By: TP Bell

Printed Name: Thomas Bell

Its: Member

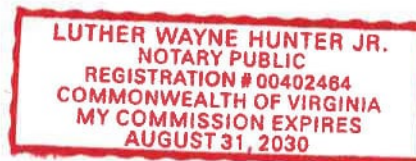
Commonwealth of Virginia, }
City of Lynchburg, to-wit: }

The foregoing instrument was acknowledged before me by Thomas P. Bell, the Member of **T.P.B. Enterprises, LLC**, a Virginia limited liability company, on this the 17th day of June, 2026, on behalf of the said company.

Luther Wayne Hunter Jr.
Notary Public

My Commission Expires: 08/31/2030

Notary Registration No. 00402464





AGENDA ITEM SUMMARY

MEETING DATE

June 23, 2026

PRESENTED BY

Timothy Mitchell, Director of Water Resources

AGENDA ITEM # IV.6

Consideration of adopting Resolution #R-26-068 approving a Lease Agreement between the City and Cellco Partnership d/b/a Verizon Wireless at the Abert Water Filtration Plant in Bedford County, Virginia.

RECOMMENDATION

Adopt the Resolution Approving the Lease Agreement

SUMMARY

The proposed lease enables Cellco Partnership d/b/a Verizon Wireless to lease 5,625 square feet of ground space for the purpose of installing a monopole tower and associated appertenances known as the "Communications Facilities". The lease of this land does not in any way impact or limit the current or future operations and potential expansion of the water treatment facilities. In fact, the proposed new communication facilities should enhance and improve the reliability of the communications and operations of the water treatment facilities.

PRIOR ACTION(S)

June 9, 2026 - Physical Development Committee

FISCAL IMPACT

\$11,400.00 in annual lease revenue to the Water Fund.

CONTACT(S)

Timothy Mitchell, Director of Water Resources

ATTACHMENT(S)

1. #R-26-068
2. Proposed Resolution - Holcomb Rock Lease
3. Holcomb Rock Lease (Final)
4. Attachment A
5. Attachment B

REVIEWED BY



Timothy Mitchell, Director of Water Resources

Date: June 18, 2026



Gregory Patrick, Deputy City Manager

Date: June 18, 2026



Alicia Finney-Andrews, Clerk of Council

Date: June 18, 2026

RESOLUTION:

#R-26-068

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

1. That the City of Lynchburg, Virginia ("City") is authorized to let real estate owned by the City at the Abert Water Filtration Plant, 2500 Abert Road, Bedford County, Virginia to Cellco Partnership d/b/a Verizon Wireless consisting of approximately 5,625 square feet (with dimensions of 75' x 75') of ground space including any space required for antennas and/or dishes and cable runs to connect antennas and/or dishes and equipment for the purpose of the installation, location, operation, upgrade, replacement, and maintenance of communications facilities; together with the non-exclusive license and right for (a) ingress and egress, 7 days a week, 24 hours a day, and (b) the installation and maintenance of wires, cables, conduits, and pipes for all necessary electrical, telephone, fiber, and other similar support services and/or utilities as provided in that certain Lease Agreement, dated June 23, 2026, between the City and Cellco Partnership d/b/a Verizon Wireless. Such Lease Agreement is expressly incorporated herein by reference.
2. That the City Manager is authorized to execute the said Lease Agreement on behalf of the City and is further authorized to take any and all actions necessary to effectuate the substance of this Resolution.
3. That this Resolution shall become effective upon its adoption.

Adopted: June 23, 2026

Certified: Alicia Finney - Andrews
Clerk of Council

RESOLUTION:

#R-26-__

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

1. That the City of Lynchburg, Virginia ("City") is authorized to let real estate owned by the City at the Abert Water Filtration Plant, 2500 Abert Road, Bedford County, Virginia to Cellco Partnership d/b/a Verizon Wireless consisting of approximately 5,625 square feet (with dimensions of 75' x 75') of ground space including any space required for antennas and/or dishes and cable runs to connect antennas and/or dishes and equipment for the purpose of the installation, location, operation, upgrade, replacement, and maintenance of communications facilities; together with the non-exclusive license and right for (a) ingress and egress, 7 days a week, 24 hours a day, and (b) the installation and maintenance of wires, cables, conduits, and pipes for all necessary electrical, telephone, fiber, and other similar support services and/or utilities as provided in that certain Lease Agreement, dated June 23, 2026, between the City and Cellco Partnership d/b/a Verizon Wireless. Such Lease Agreement is expressly incorporated herein by reference.
2. That the City Manager is authorized to execute the said Lease Agreement on behalf of the City and is further authorized to take any and all actions necessary to effectuate the substance of this Resolution.
3. That this Resolution shall become effective upon its adoption.

Adopted:

Certified:

Clerk of Council

GROUND LEVEL LEASE AGREEMENT

THIS GROUND LEVEL LEASE AGREEMENT ("Lease Agreement"), made and dated this 23rd day of June, 2026 (the "Effective Date"), by and between the **CITY OF LYNCHBURG, VIRGINIA**, a municipal corporation, party of the first part, hereinafter referred to as the "City", and **CELLCO PARTNERSHIP d/b/a Verizon Wireless**, party of the second part, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter referred to as the "Lessee".

WITNESSETH:

WHEREAS, the City is the owner of the parcel of improved real estate located in Bedford County, Virginia known as the Abert Water Filtration Plant (the "Plant"), located at 2500 Abert Road, Bedford County, Virginia, as described on **Attachment "B"** attached to this Lease Agreement and incorporated herein by reference (the "Property"). The Property is owned by the City, and the City is executing this Lease Agreement to evidence its consent to this Lease Agreement. It is agreed that where consent or notice is required under this Lease Agreement by the Lessee, the Lessee will obtain consent from, and provide notice to, both the City and the City's Department of Water Resources (the "DWR"). The Lessee shall avoid any adverse impacts on the activities of the Plant; and

WHEREAS, the Lessee wishes to lease approximately five thousand six hundred twenty-five (5,625) square feet (with dimensions of 75' x 75') of ground space at the Plant, as shown on **Attachment "A"** attached to this Lease Agreement and incorporated herein by reference, for the purpose of the installation, location, operation, upgrade, replacement, and maintenance of including, without limitation, personal communications service, cellular, paging, radio, cable, and other communications facilities, which may include, without limitation, a monopole tower, antenna arrays, dishes, platforms, cables, wires, equipment cabinets, shelters and buildings, electronics equipment, generators, and accessories, hereinafter collectively referred to as the "Communications Facilities"; and

WHEREAS, the City is willing to let such area to the Lessee and allow the Lessee to install, locate, connect, operate, upgrade, replace, and maintain the Communications Facilities on the Ground Level Space (as defined below) in accordance with the terms hereinafter set forth in this Lease Agreement.

NOW, THEREFORE, for and in consideration of the Property and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

(1) Property - The City does hereby let unto the Lessee approximately five thousand six hundred twenty-five (5,625) square feet (with dimensions of 75' x 75') of ground space including any space required for antennas and/or dishes and cable runs to connect antennas and/or dishes and equipment, the "Ground Level Space", at the Abert Water Filtration Plant, located at 2500 Abert Road, Bedford County, Virginia, for the purpose of the installation, location, operation, upgrade, replacement, and maintenance of the Communications Facilities; together with the non-exclusive license and right for (a) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, in accordance with the provisions of this Lease Agreement, and (b) the installation and maintenance of wires, cables, conduits, and pipes for all necessary electrical, telephone, fiber, and other similar support services and/or utilities over, upon, and within the agreed-upon areas of the Property depicted in Attachment "A". Such non-exclusive license and right described herein shall run concurrently with this Lease Agreement and terminate or expire as this Lease Agreement terminates or expires. Where and when necessary, the City agrees to grant the Lessee or its utility provider the right to install such support services and/or utilities on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by the City.

The City makes no representation or warranty whether the Lessee's use of the Property or the Ground Level Space is permitted by any laws or regulations applicable to the Property, and the Lessee is solely responsible for determining whether its use is permitted, and for securing all necessary licenses, permits and approvals for such use. The Lessee hereby accepts the Property "AS IS" and in its condition as it existed on the Commencement Date of this Lease Agreement without any representation or warranty of the City.

Drawings showing the location of the Ground Level Space on which the Lessee will be allowed to install, operate, upgrade, replace, and maintain its Communications Facilities are attached to this Lease Agreement as Attachment "A." It is agreed that the Ground Level Space may be surveyed by a licensed surveyor and/or shown on construction drawings prepared by a licensed engineer, at the Lessee's expense. Such survey and/or construction drawings shall then replace Attachment "A" and become a part hereof and shall control the description of the Ground Level Space; if a discrepancy exists between the description contained in Attachment "A" and the survey and/or construction drawings, the City must approve such discrepancy in writing before the survey and/or construction drawings replace Attachment "A."

Notwithstanding any other provision of this Lease Agreement, the Lessee acknowledges the absolute primacy of the City's use of the Property as a water filtration plant, and that the Lessee's rights under this Lease Agreement are subject and subordinate to the use and operation of the Property as a water filtration plant. Accordingly, in exercising its rights under this Lease Agreement, the Lessee shall use reasonable efforts to avoid any adverse construction, operational, or other such impact on the Property and the City's use and operation of the Plant. Notwithstanding any other provision of this Lease Agreement, the Lessee will use reasonable efforts to cause its entry, work, or activities on the Property to be performed or undertaken at such times, and to occur in such manner, as the City may reasonably require, in its reasonable discretion, to avoid any adverse impacts to the operation of the Plant. Failure to do the same by the Lessee shall permit the City to terminate this Lease Agreement in accordance with Paragraph 9 below. Following such termination, the Lessee shall remove the Communications Facilities from the Property in accordance with Paragraph 5 below.

(2) Term- This Lease Agreement shall be for a term of five (5) years beginning on the first day of the month immediately following the date upon which the Lessee begins installation of the Communications Facilities. The Parties shall acknowledge the Commencement Date in writing. At the option of both Parties, this Lease Agreement may be extended for four (4) additional five (5) year terms unless the City or the Lessee terminates it at the end of the then-current term by giving the non-terminating party at least ninety (90) days' written notice. At least thirty (30) days prior to the end of the initial term or any subsequent renewal term of the Lease Agreement, the Parties will review this Lease

Agreement and discuss its renewal. The City Manager, in his discretion, may approve an extension to this Lease Agreement or terminate this Lease Agreement as provided herein.

The Communications Facilities and other equipment, improvements, fixtures, and personal property installed by the Lessee on the Property shall be and remain the personal property of the Lessee even though some or all of it may be physically constructed on the City's land.

Upon the expiration or termination of this Lease Agreement, the Lessee's authority to use the Property shall cease, and the Lessee shall, upon such expiration or termination, remove the Communications Facilities from the Property in accordance with Paragraph 5 below.

- (3) Rent -The rent for the initial term and for any renewal term shall be as specified below, payable at the times and under the following conditions:
- (a) The rental fee for the initial five-year term shall be Eleven Thousand Four Hundred and XX/100 Dollars (**\$11,400.00**) per year. The first year's rental fee shall be due on the Commencement Date of the Lease Agreement and each anniversary thereafter, in advance, to the City at the address stated in subsection (b) below. Notwithstanding the foregoing, the City and the Lessee acknowledge and agree that the initial rent payment does not have to be sent by the Lessee until ninety (90) days after the Commencement Date. The rental fee for each additional renewal term shall increase ten percent (10%) over the annual rental fee due for the immediately preceding term. The City and the Lessee both agree the rental fees described herein and contemplated hereby are fair and reasonable.
 - (b) The first rental payment made under this Lease Agreement shall be made payable to the City and remitted to: City of Lynchburg, Virginia, Attn: Department of Water Resources, C/O: Director of Water Resources, 525 Taylor Street, Lynchburg, VA 24501. All rental payments made thereafter shall be made payable to the City and remitted to: City of Lynchburg, Virginia, Attn: Billings and Collections, PO Box 9000, Lynchburg, VA 24505-0603.
 - (c) Any and all payments of rent or other sums due under this Lease Agreement shall be paid on the due date. If a payment is not made within thirty (30) days of the due date, the Lessee shall pay a five percent (5%) late penalty on the amount of the delinquent payment and shall pay interest on the amount of the principal and the penalty at the rate of ten percent (10%) per annum. The City, at its sole discretion, may send invoices, along with reasonable supporting documentation, to the Lessee for any amounts due under this Lease Agreement. Such invoices shall be mailed

to the Lessee at the following address:

Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

or to any replacement address that may be later designated in writing.

- (d) For any party to whom rental payments are to be made, the City or any successor in interest to the City hereby agrees to provide to the Lessee: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify the City's or such other party's right to receive rental as is reasonably requested by the Lessee. Rental payments shall accrue in accordance with this Lease Agreement, but the Lessee may not deliver rental payments for up to ninety (90) days after the requested documentation has been received by the Lessee.

- (4) Installation, Maintenance, and Operation of Communications Facilities - The Lessee shall install, locate, maintain, upgrade, replace, and operate its Communications Facilities in accordance with all of the following:

- (a) The Lessee shall be responsible for all costs associated with the installation, location, maintenance, upgrade, replacement, and operation of its Communications Facilities on the Ground Level Space as shown on Attachment "A."
- (b) The Lessee shall be responsible for obtaining any permits ("Governmental Approvals") that are needed for the installation, location, maintenance, upgrade, replacement, and operation of its Communications Facilities, and the installation, maintenance, upgrade, replacement, and operation of such Facilities shall be in accordance with industry standards and in accordance with the requirements of any applicable federal, state, and county rules, regulation, codes or ordinances that apply to the installation, location, maintenance, upgrade, replacement, and operation of its Communications Facilities, now in effect or hereinafter adopted. The Lessee will be responsible for any damages the installation, maintenance, upgrade, replacement, or operation of its Communications Facilities may cause to the City's property except to the extent such damages are due to the negligent acts or omissions or willful misconduct of the City or its agents, representatives, or employees. The City shall cooperate with the Lessee in its effort to

obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by the Lessee. In the event that (i) any of the Lessee's applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to the Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) the Lessee determines that such Governmental Approvals may not be obtained in a timely manner, the Lessee shall have the right to terminate this Lease Agreement. Further, in addition to the termination provisions set forth in the preceding sentence and in any other provisions of this Lease Agreement which provide for termination, the Lessee may terminate this Lease Agreement at any time without further liability, upon ninety (90) days prior written notice to the City, if the Lessee determines, in the Lessee's sole and absolute discretion, that (X) based on the results of any feasibility tests, the Ground Level Space is not suitable for the Lessee's Communications Facilities or intended use, (Y) the Lessee no longer desires to operate its Communications Facilities on the Ground Level Space for technological reasons, or (Z) the Ground Level Space is no longer suitable for the Lessee's purposes. Upon termination, all prepaid rent shall be retained by the City. Notice of the Lessee's exercise of its right to terminate shall be given to the City in accordance with the notice provisions set forth in Paragraph 11 and shall be effective upon the receipt of such notice by the City or upon such later date as designated by the Lessee. All rents paid to said termination date shall be retained by the City. Upon such termination, this Lease Agreement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by one party to the other hereunder. Otherwise, the Lessee shall have no further obligations to the City.

- (c) The Communications Facilities shall be at the Lessee's expense, and installation shall be at the discretion and option of the Lessee. The Lessee shall have the right to replace, repair, add to, or otherwise modify the Communications Facilities or any portion thereof, and the frequencies over which the Communications Facilities operates, whether or not any of the Communications Facilities or other improvements are listed on any exhibit to this Lease Agreement. Except in an emergency, the Lessee shall notify the DWR by telephone (at (434) 455-4252) or email (to timothy.mitchell@lynchburgva.gov) in advance prior to performing any maintenance or repair work on its Communications Facilities. The Lessee shall provide the City with notice of emergency access as soon as reasonably practicable.
- (d) The Lessee shall at all times during the term of this Lease Agreement, at its own expense, maintain the Communications Facilities in proper operating condition and in a reasonably good

condition. The Lessee's agreement to perform or cause to be performed all of the work described herein, all at the Lessee's sole cost and expense, shall be construed broadly to provide for all costs and liabilities of such work, whether or not such costs are anticipated and without regard to the Lessee's present estimates for the cost of same, so that all of such work is fully and properly performed and paid for by the Lessee. The City reserves the right to inspect the Lessee's Communications Facilities at all reasonable times with at least seventy-two (72) hours' prior notice to the Lessee, and at any time, in case of emergency, for the purpose of conducting inspections to determine if the Lessee is complying with the terms and conditions of this Lease Agreement. The Lessee has the right to be present at all inspections, except in case of an emergency, provided, however, that the City shall provide the Lessee with notice of any emergency inspection as soon as reasonably practicable. If the Lessee fails to maintain the Communications Facilities in a proper condition, the City may notify the Lessee of the need to do so, and it is the Lessee's responsibility to make necessary repairs or improvements.

- (e) The Lessee agrees that the Lessee will not cause interference that is measurable in accordance with industry standards to the City's equipment. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of forty-eight (48) hours following notice to the interfering party via telephone to the Lessee's Network Management Center (at (800) 264-6620), the Lessee shall reduce power or cease operations of the interfering equipment until the interference is cured. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of the foregoing and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance. In no event will the City be entitled to terminate this Lease Agreement or relocate the Communications Facilities as long as the Lessee is making a good faith effort to remedy the interference issue.

While this Lease Agreement is in effect, if a third-party wireless carrier leases or occupies the Property (or a portion thereof) and installs equipment that is of the type and frequency which causes interference that is measurable in accordance with industry standards to the Lessee's Communications Facilities, then the City understands the Lessee may, in its reasonable discretion, take any and all action permitted by applicable law to protect its (Lessee's) Communication Facilities from such interference.

- (f) The Lessee shall provide all electrical power connections for its operation at its sole expense and effort. Connection to the Plant will not be permitted.
- (g) The Lessee shall be permitted at any time during the term of the Lease Agreement, to install,

maintain, and/or provide access to and use of, as necessary (during any power interruption at the Property), a temporary power source, and all related equipment and appurtenances on the Property, or elsewhere on the Property in such locations as reasonably approved by the City and DWR. The Lessee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Property, provided that the locations of such conduits shall be subject to the reasonable approval of the City and the DWR. Depending upon the size, location, and length of the time for which temporary power source will be utilized, the City reserves the right to charge the Lessee additional rent during the period of time the temporary power source remains on the Property, provided, however, that no such additional rent will be charged if the temporary power source is located within the Ground Level Space.

(5) Removal Following Termination or Expiration of Lease Agreement – Upon the expiration or termination of this Lease Agreement, the Lessee's authority to use the Property shall cease, and the Lessee shall, upon such expiration or termination, remove all of its Communications Facilities (except concrete footings) from the Ground Level Space and surrender the Ground Level Space to the City, promptly and in good condition, ordinary wear and tear excepted. If the Lessee fails to remove the Communications Facilities from the Ground Level Space within ninety (90) days after the date of expiration or any earlier termination, the City shall have the right to remove the Communications Facilities from the Ground Level Space after providing the Lessee thirty (30) days' prior written notice and to bill the Lessee for the reasonable cost of such removal. This bill shall be payable to the City within forty-five (45) days of receipt thereof. The Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal of the Communications Facilities are completed.

(6) Indemnity and Insurance. Lessee agrees to indemnify, hold harmless and defend the City, its employees and officials, from and against any and all lawsuits, claims, causes of action, liability, demands, damages, disability, losses, and expenses of any nature whatsoever, including reasonable attorneys' fees (collectively, the "Claims"), resulting or in any manner arising from the installation, location, maintenance, upgrade, replacement, and operation of the Communications Facilities on the Property except to the extent such Claims are due to, or caused by, the negligence or willful misconduct of the City or its employees and officials. During the term of this Lease Agreement, the Lessee shall obtain and maintain at its sole expense, with

financially reputable insurers with an A minus (A-), VII, or better rating from A.M. Best and licensed, authorized, or permitted to do business in the Commonwealth of Virginia, the insurance policies required below, as follows:

- (a) Workers' compensation in compliance with the statutory requirements of the state(s) of operation and employer's liability limit of \$500,000 each accident/disease/policy limit.
- (b) Commercial general liability with limits of \$1,000,000 per occurrence for bodily injury and property damage and \$1,000,000 general aggregate including coverage for contractual liability, personal and advertising injury and products completed operations liability. The City, its employees and officials shall be included under this policy as additional insureds as their interest may appear under this Lease Agreement.
- (c) "All risk" property insurance covering the full replacement cost of the Lessee's property.

The insurance required of the Lessee herein shall be primary and any insurance or self-insurance maintained by the City are secondary and apply only in excess of and shall not contribute with the insurance obtained by the Lessee. Any deductibles or self-insurance retention applicable to the required coverage shall be paid by the Lessee and the City shall not be required to participate therewith. The Lessee shall deliver a certificate of insurance and blanket additional insured endorsements to the City's Risk Management Division and to the DWR showing the same to be in full force and effect before installing, locating, maintaining, replacing, and operating of its Communications Facilities and related telephone and electric utilities on the Property, upon each renewal of the Lease Agreement, and, at other times throughout the term of the Lease Agreement when the City requests confirmation of insurance coverage.

The Lessee agrees to waive subrogation against the City and to ensure said waiver is recognized by the insurance policies required by this Lease Agreement.

The insurance carried by the Lessee will be with insurers with an A minus (A-), VII or better rating from A.M. Best. Upon receipt of notice from its insurer(s), the Lessee shall provide the City thirty (30) days' advance written notice of any cancellation of any required coverage.

Notwithstanding any of the other provisions in Paragraph 6 of this Lease Agreement, the failure of the Lessee to maintain such insurance coverage throughout the term of this Lease Agreement shall be grounds for the immediate termination of this Lease Agreement by the City. All insurance will be obtained by the Lessee, at its sole expense, from insurance

companies authorized by Virginia's State Corporation Commission to do business in Virginia. The City reserves the right to review and/or, upon prior written notice to, review, and acceptance by the Lessee, modify the insurance requirements herein prior to any renewal of this Lease Agreement to the types and amounts then generally required by landlords for comparable use of rooftop space for telecommunications providers in the Commonwealth of Virginia.

Except for the indemnification obligations under this Lease Agreement or a violation of law, neither party hereto shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced, or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

(7) Destruction of or Damage to the City's Property —If any of the City's Property should be damaged or destroyed by a fire, the elements, a public enemy, or other casualty such that the Lessee's operations at the Property shall be impaired for more than forty-five (45) days, then the City or the Lessee may terminate this Lease Agreement without penalty upon fifteen (15) days' prior written notice to the non-terminating party, or the parties hereto may reach an agreement concerning repair of the premises, rent abatement, and term extension. The City shall be under no obligation to repair or replace the Property or the Communications Facilities. The Lessee shall be responsible for repairing or replacing any damages to the City's Property (both real property and personal property) caused by the acts or omissions of the Lessee or its employees, representatives, or agents except to the extent such damages are due to the negligent acts or omissions or willful misconduct of the City or its employees, representatives, or agents.

(8) Damage to or Loss of the Lessee's Property - The City shall not be liable for any damage to or loss of the Lessee's Communications Facilities regardless of how such damage or loss may occur, provided however, that the City agrees it will be responsible for damage to the Lessee's property to the extent caused by the negligent acts or omissions or willful misconduct of the City, its employees and representative. If such damage or loss occurs which

cannot be reasonably expected to be repaired within forty-five (45) days or which disrupts the Lessee's operations at the Property for more than forty-five (45) days, the City or the Lessee may, at any time following such damage or loss, terminate the Lease Agreement upon fifteen (15) days' prior written notice to the non-terminating party. The rent shall abate during the period of repair following such damage or loss in proportion to the degree to which the Lessee's use of the Property is impaired. It is expressly agreed and understood that the Lessee, in installing its Communications Facilities on the Property, does so at its own risk. The waiver set forth in this paragraph only applies to the City and its employees and officials and shall not prevent the Lessee for seeking recovery from third parties that cause damage to or loss of the Lessee's property.

(9) Failure to Comply with the Lease Agreement – If (a) the Lessee or the City shall fail to comply with any of the terms and conditions of the Lease Agreement or any notices given hereunder, and such failure shall continue for a period of not less than thirty (30) days after notice in writing (or, if the failure cannot reasonably be remedied in such time, if the failing party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion within ninety (90) days after the initial written notice) or (b) any petition is filed by or against the Lessee, under the federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof (and with respect to any petition filed against the Lessee, such petition is not dismissed within sixty (60) days after the filing thereof), or the Lessee is adjudged bankrupt or insolvent in proceedings filed under the federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof, then the Lessee or the City, as applicable, may terminate this Lease Agreement. In the event that either party to this Lease Agreement defaults in the performance of any of the terms and conditions of the Lease Agreement, the non-defaulting party may pursue any remedy now or hereafter available to non-defaulting party under the laws or judicial decisions of the Commonwealth of Virginia.

(10) Assignment – The Lessee shall not assign this Lease Agreement or sublet any part thereof without the prior written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the immediately preceding sentence, the Lessee may assign or transfer this Lease Agreement, without the City's consent, to: (a) any entity in which the Lessee directly or indirectly holds an

equity or similar interest of fifty percent (50%) or more; (b) any entity which directly or indirectly holds an equity or similar interest in the Lessee of fifty percent (50%) or more; (c) any entity directly or indirectly under common control with the Lessee; or (d) any entity which acquires all or substantially all of the Lessee's assets in the market defined by the FCC in which the Property is located by reason of merger, acquisition, or other business reorganization. No change of stock ownership, partnership interest, or control of the Lessee or transfer upon partnership or corporate dissolution of the Lessee shall constitute an assignment hereunder. The Lessee, in its sole discretion, may sublet the Ground Level Space and/or Communications Facilities with the written consent of the City, which shall not be unreasonably withheld, delayed, or conditioned.

(11) Notices -All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

Lessee: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to:

Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

City: City of Lynchburg
Attn: City Manager
City Hall Building
900 Church Street
Lynchburg, VA 24504

-and-

City of Lynchburg
Department of Water Resources
Attn: Director
525 Taylor Street

Lynchburg, VA 24501

or to any replacement addresses or persons that may be later designated in writing.

- (12) General Provisions-The Lessee agrees to the following conditions concerning the use of the City's Property and installation of the Lessee's Communications Facilities:
- (a) This Lease Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Virginia. Venue shall be in the City of Lynchburg, Virginia or in any federal court having jurisdiction over the City of Lynchburg, Virginia.
 - (b) The Lessee shall assume responsibility for the security of its Communications Facilities. The City shall be under no obligation whatsoever to alert the Lessee of any issue concerning the Facilities nor any required maintenance.
 - (c) In the event any provision of this Lease Agreement shall be found to be invalid or unenforceable, the remaining portions shall remain in full force and effect.
 - (d) The Lessee agrees to observe and obey during the term of this Lease Agreement all federal, state and local law, ordinances, rules and regulations, currently in force or subsequently adopted that may apply to its installation, location, maintenance, upgrade, replacement, operation, and use of its Communications Facilities. The City shall maintain the Property in compliance with all applicable federal, state and local law, ordinances, rules and regulations, currently in force or subsequently adopted.
 - (e) The Lessee agrees to use its Communications Facilities in a non-discriminatory manner in accordance with Federal and Virginia law.
 - (f) All terms and conditions with respect to this Lease Agreement are expressly contained herein, and both parties agree that no representative or agent of the City or the Lessee has made any representation or promise with respect to this Lease Agreement not expressly contained herein. Further, no third-party beneficiaries are intended by this Lease Agreement. The sole parties hereto are the City and the Lessee.
 - (g) The City covenants that the Lessee, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold, and enjoy the Ground Level Space. The City represents to the Lessee, as of the execution date of this Lease Agreement, and covenants during the term, that the City is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Lease Agreement. The City further covenants that there are no liens, judgments, or impediments of title on the Property, or affecting the City's title to

the same and that there are no covenants, easements, or restrictions which prevent or adversely affect the use or occupancy of the Property by the Lessee as set forth above.

- (h) Where requested, the City agrees to execute a Memorandum of Lease Agreement which the Lessee may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the term or rental fee unless required otherwise by applicable law.
- (i) This Lease Agreement contains all agreements, promises, and understandings between the City and the Lessee regarding this transaction, and no oral agreement, promises, or understandings shall be binding upon either the City or the Lessee in any dispute, controversy, or proceeding. This Lease Agreement may not be amended or varied except in a writing signed by both parties hereto. This Lease Agreement shall extend to and bind the heirs, personal representatives, successors, and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Lease Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The provisions of this Lease Agreement relating to indemnification from one party to the other party shall survive any termination or expiration of this Lease Agreement.
- (j) This Lease Agreement 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 Agreement may also be executed in counterparts.
- (k) Nothing contained in this Lease Agreement shall be construed as or deemed to make either the City or the Lessee the agent, partner, or joint venture of the other, except as may otherwise be provided in this Lease Agreement. Unless specifically provided in this Lease Agreement, nothing contained in this Lease Agreement shall give the Lessee any authority to represent the City before any court or governmental or regulatory agency without the express prior written authorization of the City. Unless otherwise provided in this Lease Agreement, neither the City nor the 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 Agreement, the Lessee is and shall be acting as an independent contractor, responsible to all parties for its acts and omissions, and the City shall not be liable for the same.

- (l) It is distinctively understood that all privileges and uses of the Property and Ground Level Space, except to the extent herein demised to the Lessee, are expressly reserved by the City to use at its discretion.
- (m) No rights or obligations of this Lease Agreement will be deemed waived except by a specific written waiver executed by the parties.
- (n) This Lease Agreement may be modified by the City and the 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.
- (o) **It is understood by the parties that this Lease Agreement 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, Code of Virginia, 1950, as amended.**
- (p) All rights and obligations of this Lease Agreement will be binding upon the parties' successors and permitted assigns.

(13) Environmental

- (a) The City will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of the Lessee.
- (b) The City represents that it is not aware of and has no knowledge of any substance, chemical or waste on the Property that is identified as hazardous, toxic, or dangerous in any applicable federal, state or local law or regulation.
- (c) The Lessee shall hold the City harmless and indemnify and defend the City from and assume all duties, responsibility, and liability at the Lessee's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation, or proceeding which is in any way related to: (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations,

guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by the Lessee; and (ii) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by the Lessee.

(14) Rights upon Sale. Should the City, at any time during the Term, decide to sell, transfer, or otherwise dispose of its ownership interest(s) in the entirety of the Property, or any portion thereof containing the Ground Level Space, then the recipient(s) of the same shall be subject to the entirety of this Lease Agreement as a successor to the City. Immediately upon such sale, transfer, or disposal, the City shall be released from all of its respective obligations to the Lessee hereunder.

(15) Taxes. If City is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from Lessee with respect to the transactions contemplated by this Agreement, then City shall bill such Tax to Lessee in the manner and for the amount required by law.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the day and year first above written.

City of Lynchburg, Virginia

By: _____
Wynter C. Benda, City Manager

Date: _____

(Seal)

ATTEST:

Name: _____
Title: _____

Cellco Partnership d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT A

THIS EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY
AND IS FOR THE EXPRESS PURPOSE OF SHOWING PROPOSED LEASE AREAS.

V.S.P.C.S. 1402 83
SOUTH ZONE(2011)

P.O.B.
I.PIN(F)

N/F
WILLIAM A. CARRINGTON
D.B. 916, PG. 14
T.P. 30-A-12

LEGAL DESCRIPTION PROPOSED LESSEE'S 75' x 75' PREMISES

A PROPOSED LESSEE 75' x 75' PREMISES ON TAX PARCEL 30-1-2A, AS DESCRIBED IN DEED BOOK 337, PAGE 328, OF RECORD IN THE BEDFORD COUNTY CLERK OF THE CIRCUIT COURTS OFFICE, VIRGINIA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE WESTERLY MOST CORNER OF SAID TAX PARCEL; SAID POINT BEING ALONG THE SOUTHERLY RIGHT OF WAY OF ABERT ROAD; THENCE ALONG A TIE LINE S 45°06'43" E A DISTANCE OF 451.97' TO A POINT BEING THE TRUE POINT AND PLACE OF BEGINNING;

THENCE S 52°09'17" E A DISTANCE OF 75.00' TO A POINT;
THENCE S 37°50'43" W A DISTANCE OF 75.00' TO A POINT;
THENCE N 52°09'17" W A DISTANCE OF 75.00' TO A POINT;
THENCE N 37°50'43" E A DISTANCE OF 75.00' TO A POINT BEING THE TRUE POINT AND PLACE OF BEGINNING, HAVING AN AREA OF 5,625 SQUARE FEET OR 0.129 ACRES.

LEGAL DESCRIPTION PROPOSED LESSEE 20' INGRESS/EGRESS & UTILITIES LICENSED AREA

A PROPOSED LESSEE 20' INGRESS/EGRESS AND UTILITIES LICENSED OVER AND ACROSS TAX PARCEL 30-1-2A, AS DESCRIBED IN DEED BOOK 337, PAGE 328, OF RECORD IN THE BEDFORD COUNTY CLERK OF THE CIRCUIT COURTS OFFICE, VIRGINIA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE WESTERLY MOST CORNER OF SAID TAX PARCEL; SAID POINT BEING ALONG THE SOUTHERLY RIGHT OF WAY OF ABERT ROAD; THENCE ALONG A TIE LINE N 85°44'26" E A DISTANCE OF 199.77' TO A POINT BEING THE TRUE POINT AND PLACE OF BEGINNING;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 26.91', A RADIUS OF 70.01', A CHORD BEARING OF S 67°14'53" E, AND A CHORD LENGTH OF 26.74', TO A POINT;
THENCE S 18°50'43" E A DISTANCE OF 20.02' TO A POINT;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 138.56', WITH A RADIUS OF 145.00', WITH A CHORD BEARING OF S 08°31'46" W, WITH A CHORD LENGTH OF 133.34', TO A POINT;
THENCE S 35°54'15" W A DISTANCE OF 27.19' TO A POINT;
THENCE S 23°12'58" W A DISTANCE OF 131.12' TO A POINT;
THENCE S 07°12'52" W A DISTANCE OF 31.31' TO A POINT;
THENCE S 12°38'44" E A DISTANCE OF 138.44' TO A POINT;
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 86.22', A RADIUS OF 50.00', A CHORD BEARING OF S 62°02'52" E, AND A CHORD LENGTH OF 75.93', TO A POINT;
THENCE N 68°32'59" E A DISTANCE OF 70.32' TO A POINT;
THENCE N 37°50'43" E A DISTANCE OF 126.49' TO A POINT;
THENCE S 52°09'17" E A DISTANCE OF 20.00' TO A POINT;
THENCE S 37°50'43" W A DISTANCE OF 131.98' TO A POINT;
THENCE S 68°32'59" W A DISTANCE OF 75.81' TO A POINT;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 106.30', TO A POINT;
THENCE N 12°38'44" W A DISTANCE OF 141.94' TO A POINT;
THENCE N 07°12'52" E A DISTANCE OF 37.62' TO A POINT;
THENCE N 23°12'58" E A DISTANCE OF 136.15' TO A POINT;
THENCE N 35°54'15" E A DISTANCE OF 29.41' TO A POINT;
THENCE N 18°50'28" W A DISTANCE OF 37.77' TO A POINT;
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 119.44', A RADIUS OF 125.00', A CHORD BEARING OF N 08°31'46" E, AND A CHORD LENGTH OF 114.95', TO A POINT WHICH IS THE TRUE POINT AND PLACE OF BEGINNING, HAVING AN AREA OF 16,028 SQUARE FEET, 0.368 ACRES.

LEGAL DESCRIPTION PROPOSED LESSEE'S 15' UTILITIES LICENSED AREA

A PROPOSED LESSEE 15' UTILITIES LICENSED AREA ON TAX PARCEL 30-1-2A, AS DESCRIBED IN DEED BOOK 337, PAGE 328, OF RECORD IN THE BEDFORD COUNTY CLERK OF THE CIRCUIT COURTS OFFICE, VIRGINIA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE WESTERLY MOST CORNER OF SAID TAX PARCEL; SAID POINT BEING ALONG THE SOUTHERLY RIGHT OF WAY OF ABERT ROAD; THENCE ALONG A TIE LINE S 58°13'12" E A DISTANCE OF 506.40' TO A POINT BEING THE TRUE POINT AND PLACE OF BEGINNING;

THENCE N 90°00'00" E A DISTANCE OF 15.00' TO A POINT;
THENCE S 00°00'00" E A DISTANCE OF 32.50' TO A POINT;
THENCE S 40°29'42" W A DISTANCE OF 92.56' TO A POINT;
THENCE N 52°09'17" W A DISTANCE OF 15.02' TO A POINT;
THENCE N 40°29'42" E A DISTANCE OF 87.72' TO A POINT;
THENCE N 00°00'00" W A DISTANCE OF 26.97' TO A POINT BEING THE TRUE POINT AND PLACE OF BEGINNING, HAVING AN AREA OF 1,798 SQUARE FEET OR 0.041 ACRES.

N/F
WILLIAM A. CARRINGTON
D.B. 916, PG. 14
T.P. 30-A-12

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 18°50'43" E	20.02'
L2	S 35°54'15" W	27.19'
L3	S 23°12'58" W	131.12'
L4	S 07°12'52" W	31.31'
L5	S 12°38'44" E	138.44'
L6	N 68°32'59" E	70.32'
L7	N 37°50'43" E	126.49'
L8	S 52°09'17" E	20.00'
L9	S 37°50'43" W	131.98'
L10	S 68°32'59" W	75.81'
L11	N 12°38'44" W	141.94'
L12	N 07°12'52" E	37.62'
L13	N 23°12'58" E	136.15'
L14	N 35°54'15" E	29.41'
L15	N 18°50'43" W	37.77'
L16	S 52°09'17" E	75.00'
L17	S 37°50'43" W	75.00'
L18	N 52°09'17" W	75.00'
L19	N 37°50'43" E	75.00'
L20	N 90°00'00" E	15.00'
L21	S 00°00'00" E	32.50'
L22	S 40°29'42" W	92.56'
L23	N 52°09'17" W	15.02'
L24	N 40°29'42" E	87.72'
L25	N 00°00'00" W	26.97'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	70.00'	26.91'	26.74'	S 67°14'53" E	22°01'30"
C2	145.00'	138.56'	133.34'	S 08°31'46" W	64°44'58"
C3	50.00'	86.22'	75.93'	S 62°02'52" E	98°48'17"
C4	70.00'	120.71'	106.30'	N 62°02'52" W	98°48'17"
C5	125.00'	119.44'	114.95'	N 08°31'46" E	54°44'58"

EXHIBIT NOTES

1. TOPOGRAPHIC SURVEY PERFORMED BY CAUSEWAY CONSULTANTS, P.C. P.O. BOX 15039 CHESAPEAKE, VIRGINIA, 23328 757-482-0474.
SURVEY DATE: SEPTEMBER 12, 2021. REVISION PERFORMED BY TIM FALLON LAND SURVEYING, PLLC 15139 CARROLLTON, VIRGINIA, 23314, 757-837-2919, DATED SEPTEMBER 5, 2023.
2. COORDINATES AND ELEVATIONS SHOWN WERE ESTABLISHED USING KINEMATIC GPS OBSERVATIONS, PROVIDED THROUGH THE TOPNET LIVE SURVEY CONTROL NETWORK.
VERTICAL DATUM - NAVD 88
HORIZONTAL REFERENCE FRAME - NAD 83(2011)
DISTANCES SHOWN ARE ON THE U.S. SURVEY FOOT
3. NO SUB-SURFACE INVESTIGATION WAS PERFORMED BY TIM FALLON LAND SURVEYING, PLLC THIS EXHIBIT DOES NOT GUARANTEE THE "EXISTENCE OR NONEXISTENCE" OF UNDERGROUND UTILITIES. PRIOR TO ANY CONSTRUCTION OR EXCAVATION, CONTACT MISS UTILITY AT 1-800-552-7001 TO CONFIRM THE LOCATION OR EXISTENCE OF UNDERGROUND UTILITIES.
4. THIS EXHIBIT WAS DONE WITH THE BENEFIT OF A TITLE REPORT BY AMC SETTLEMENT SERVICES ORDER NO. 50021549 DATED SEPTEMBER 14, 2021.
5. PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
6. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY. THE RIGHT-OF-WAY, PROPERTY LINE AND/OR EASEMENTS SHOWN HEREON REPRESENT A COMPILATION OF RECORDED DEEDS, PLATS, G.I.S. RECORDS AND TAX MAPS.
7. THE AREA OF THE PROPOSED CELL TOWER APPEARS TO LIE WITHIN FLOOD ZONE "X", ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY - NATIONAL FLOOD INSURANCE COMMUNITY NUMBER 51019C-0230D, DATED SEPTEMBER 28, 2010.
8. THE EXISTENCE OF HAZARDOUS WASTE, VEGETATED WETLANDS, OR TIDAL WETLANDS, WAS NEITHER INVESTIGATED, NOR CONFIRMED DURING THE PERFORMANCE OF THIS EXHIBIT.

APPROVED
CITY ENGINEER

DATE

LEGEND

LESSEE'S PREMISES - - - - -
LESSEE'S ACCESS - - - - -
R/W & PROPERTY LINE - - - - -
TIE LINE - - - - -
PUBLIC ROAD - - - - -

GRAPHIC SCALE
1"=30'(22x34)
1"=60'(11x17)

CITY FILE No. D-2463



APPLICANT

ENGINEER

SITE INFORMATION

DESIGN RECORD

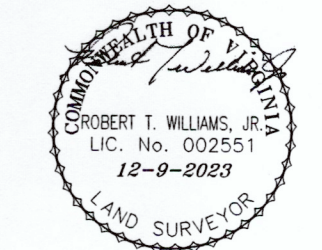
SHEET TITLE

SHEET NUMBER



NETWORK TOWERS VA-T23.17
SITE NAME: HOLCOMB ROCK
#2500 ABERT ROAD
BEDFORD COUNTY, VA
OWNER: CITY OF LYNCHBURG

REVISIONS				
REV	DATE	DESCRIPTION	BY	
3	12/9/23	REV PER CITY ATTY	RTW	
2	10/13/23	REV PER CITY ATTY	RTW	
1	9/5/23	REV LABELING	RTW	
0	10/7/21	EASE EXHIBIT	RTW	

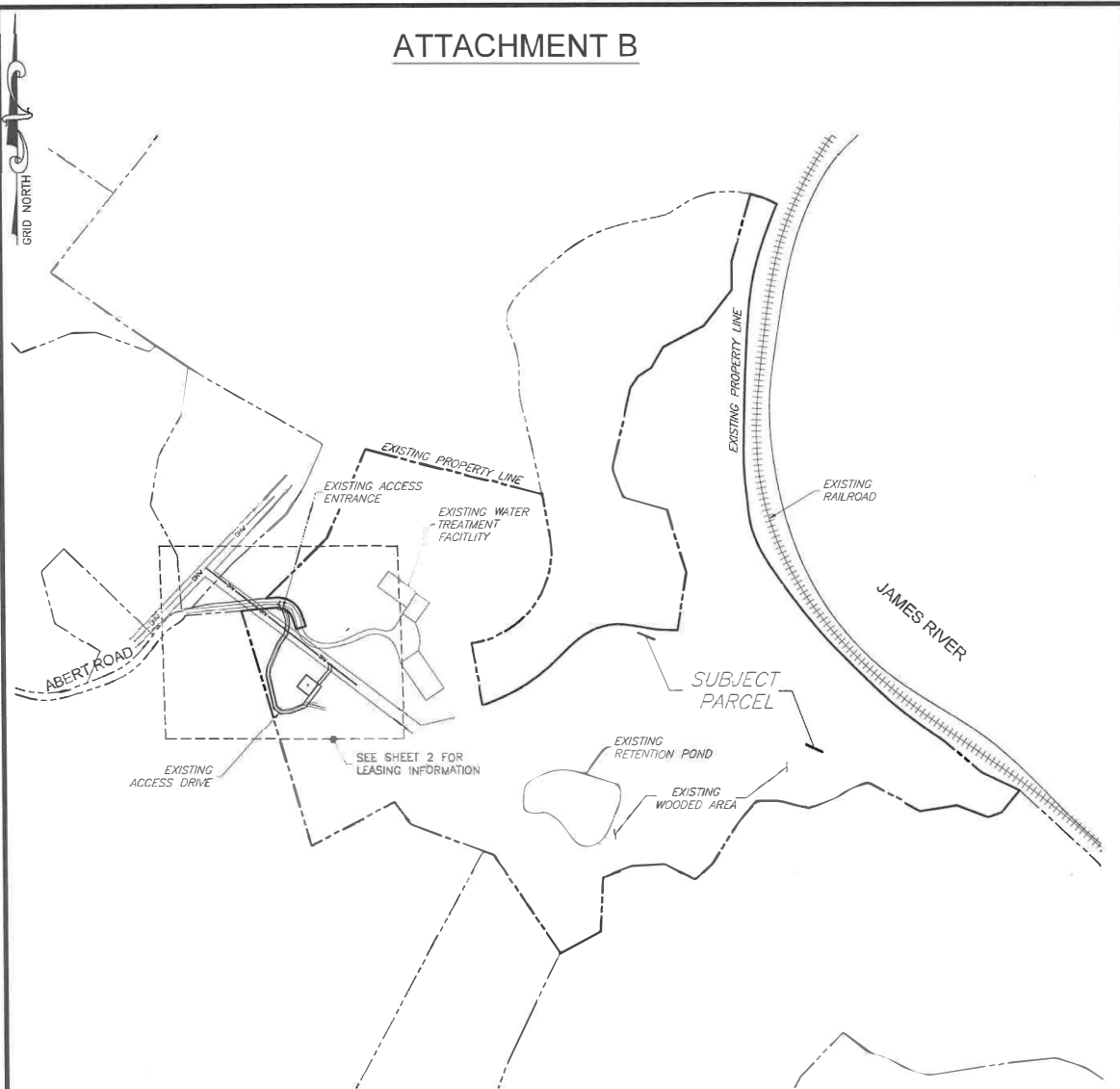


TIM FALLON LAND SURVEYING, PLLC
15139 CARROLLTON BLVD, SUITE C
SUITE C, P.O. BOX 189
CARROLLTON, VIRGINIA, 23314

LICENSE
EXHIBIT

LE-1

ATTACHMENT B

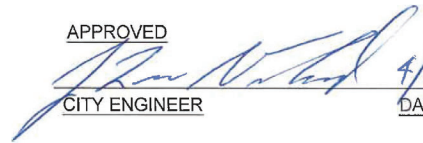


PROPERTY PLAN

PROPERTY INFORMATION

OWNER: CITY OF LYNCHBURG
 OWNER ADDRESS: 2500 ABERT ROAD
 PARCEL ID: 30 1 2A
 ZONING: R-1 (LOW DENSITY RESIDENTIAL)
 ACREAGE: 112.9± ACRES

APPROVED


 CITY ENGINEER

4/13/26
 DATE

CITY FILE NO. B-2494

NB+C
 TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
128 EASTSHORE DRIVE, SUITE 508
 GLEN ALLEN, VA 23059

HOLCOMB ROCK
 VERIZON RAWLAND
 2500 ABERT ROAD
 LYNCHBURG, VA 24503
 BEDFORD COUNTY

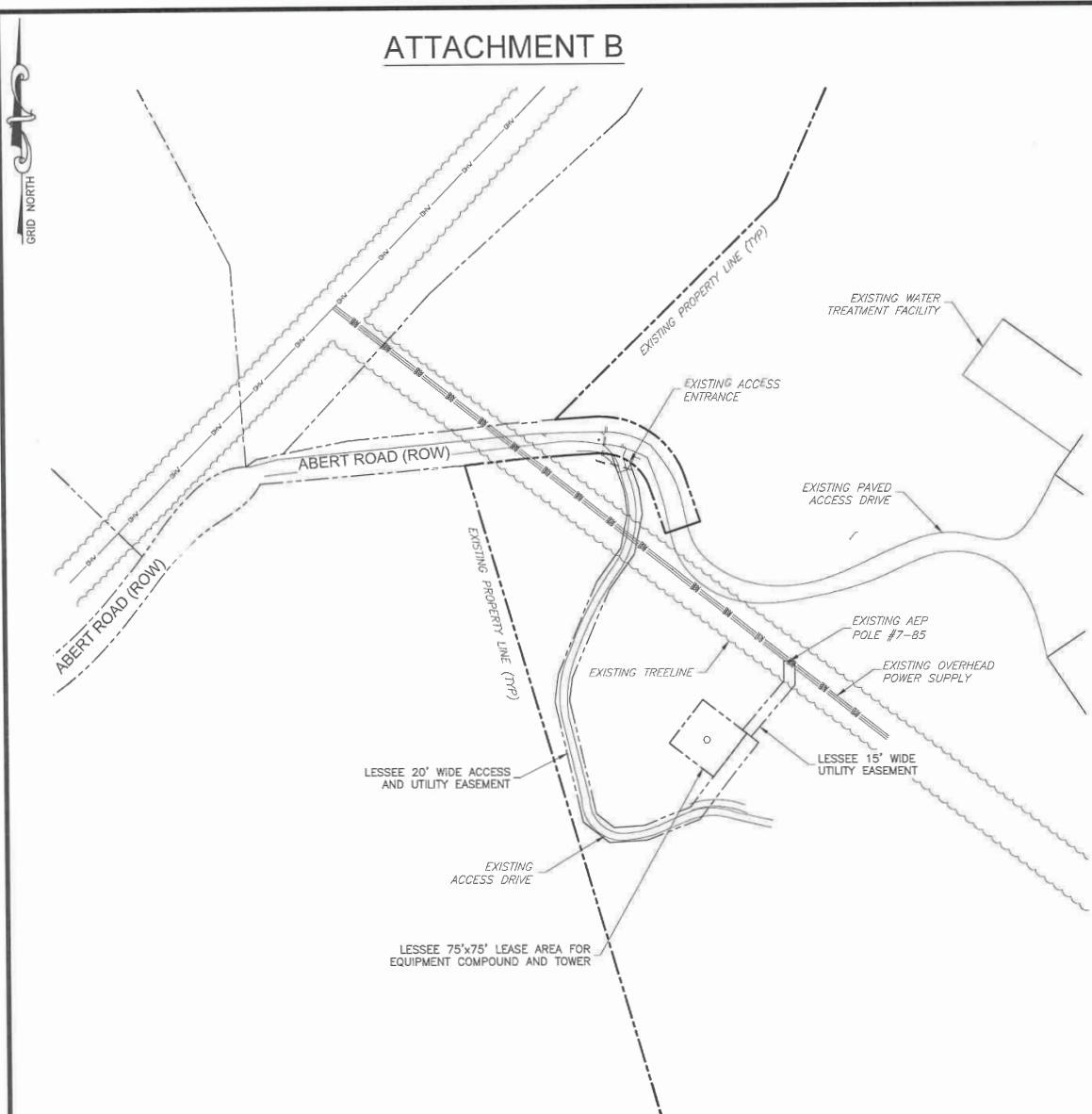
SITE INFORMATION

VISIT BY: JAD DATE: 11/19/2025

SHEET 1

03/23/2026
 BY: AT

ATTACHMENT B



LEASING PLAN

APPROVED

[Signature] 4/13/26
CITY ENGINEER DATE

CITY FILE NO. B-2494

NB+C
TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
128 EASTSHORE DRIVE, SUITE 500
GLEN ALLEN, VA 23060

HOLCOMB ROCK
VERIZON RAWLAND
2500 ABERT ROAD
LYNCHBURG, VA 24503
BEDFORD COUNTY

SITE INFORMATION

VISIT BY: JAD DATE: 11/19/2025

SHEET 2

03/23/2026
BY: AT



AGENDA ITEM SUMMARY

MEETING DATE

June 23, 2026

PRESENTED BY

Timothy Mitchell, Director of Water
Resources

AGENDA ITEM # IV.7

Consideration of introducing Ordinance #O-26-069 to amend and appropriate \$36,383,600 to the Water Capital Projects Fund and \$1,300,000 to the Stormwater Capital Projects Fund to address capital needs.

RECOMMENDATION

Following a public hearing adopt Ordinance #O-26-___ to amend and appropriate \$36,383,600 to the Water Capital Projects Fund and \$1,300,000 to the Stormwater Capital Projects Fund to address capital needs in said funds. The Water Capital Projects Fund appropriation includes \$31,383,600 in supplemental general obligation public improvement bonds and \$5,000,000 from the Virginia Resources Authority. The Stormwater Capital Projects Fund includes \$1,300,000 in supplemental general obligation public improvement bonds.

SUMMARY

On May 12, 2026, City Council voted not to approve proposed Water and Stormwater rate increases, resulting in unbalanced FY 2027 Budgets for the Water Operating Fund and Stormwater Operating Fund. Budget balancing efforts were presented during the May 26, 2026 work session meeting listing twenty-three (23) Water capital projects and fifteen (15) Stormwater capital projects that would be deferred one year. Also presented was the Virginia Department of Health (VDH) (Virginia Resources Authority - Drinking Water State Revolving Fund) loan funding package of \$15,000,000 for Lead Service Line Investigation and Replacement, \$5,000,000 more than the loan application, thus not included in the proposed FY 2027 Water Capital Improvement Program. The \$15,000,000 VDH funding package includes \$7,500,000 loan and \$7,500,000 principal forgiveness.

On May 26, 2026, the ordinance to adopt the FY 2027 Capital Improvement Program Budget with deferred Water and Stormwater projects was approved by City Council. Also on May 26, 2026, City Council requested a public hearing to revisit the FY 2027 proposed Water and Stormwater rates.

On June 9, 2026, the ordinances to adopt the original proposed FY 2027 Water and Stormwater rate increases and FY 2027 Water and Stormwater Operating Budgets were approved by City Council. This adoption allows funding for the deferred Water Capital and Stormwater Capital Projects that were not included in the adopted FY 2027 Capital Improvement Program Budget.

PRIOR ACTION(S)

May 12, 2026: City Council Meeting, FY 2027 Budget - First Reading

May 26, 2026: City Council Work Session, Business Item Briefing
City Council Meeting, Adoption of FY 2027 Water and Stormwater CIP

June 9, 2026: City Council Meeting, Adoption of the Water and Stormwater Rate Increases

June 23, 2026: Finance Committee

FISCAL IMPACT

As described in the attached Ordinance.

CONTACT(S)

Timothy Mitchell, Director of Water Resources

ATTACHMENT(S)

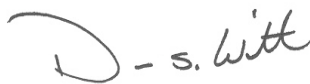
1. LWR Water and Stormwater CIP presentation
2. Ordinance to Amend FY 2027 Water and Stormwater CIP Amendments

REVIEWED BY



Timothy Mitchell, Director of Water Resources

Date: June 11, 2026



Donna Witt, Chief Financial Officer

Date: June 11, 2026



Gregory Patrick, Deputy City Manager

Date: June 18, 2026



Alicia Finney-Andrews, Clerk of Council

Date: June 18, 2026

WATER RESOURCES STORMWATER & WATER AMENDED FY 2027 CIP

June 23, 2026



FY 2027 CIP ADJUSTMENTS

Water CIP Adjustments

- **Adopted:** \$12,985,400
- **Amended:** \$49,369,000
- **Adjustment:** \$36,383,600

Stormwater CIP Adjustments

- **Adopted:** \$100,000
- **Amended:** \$1,400,000
- **Adjustment:** \$1,300,000

STORMWATER FUND – CAPITAL BUDGET ADJUSTMENTS

**The following projects, previously deferred from FY 2027 CIP,
are included in the amended FY 2027 CIP:**

- Chesterfield Dr Stormwater Improvements
- Heath Ave (1109) Stormwater Improvements
- Fenwick Dr Stormwater
- 17th St Outfall Replacement
- 12th St & Campbell Ave Utility Improvements
- Wards Road Storm Culverts (HFH Lakeside Culvert)
- Pine Dr. (520) Stormwater Improvements
- Seabury, Atherholt, Tate Springs Outfalls
- Moseley, Landover Outfalls
- Miller Park Area
- Roberts/Durham Small Main
- Daniels Hill
- Fort Hill Water Line
- Storm Pipe & Manhole Rehabilitation
- Hydro St and Old Trents Ferry Road

WATER FUND – CAPITAL BUDGET ADJUSTMENTS

The following projects, previously deferred or removed from FY 2027 CIP, are included in the amended FY 2027 CIP:

- Abert Water Treatment Plant, Pump Station
- Water Tank Rehabilitation (College Hill Tank)
- Carroll Ave. Pump Station Improvements
- Maple Hills Water Line Improvements
- Golf Park CSO
- 12th St & Campbell Ave Utility Improvements
- 13th St CSO Separation P1
- 13th St Water Improvements P2
- Glenn & High St. Small Mains
- Loraine & Dudley St. Small Mains
- Greenway Pl & Crenshaw Ct Small Mains
- Court Street Utility Improvements, Downtown Phase V
- Oak Lane Water Line Replacement
- 11th & Taylor Sewer Replacement
- Wadsworth Street
- Killarney & Regent Small Mains
- CSO 14 Water improvements
- Haden Small Main
- Roberts/Durham Small Main
- Sandusky Area Small Mains
- Fort Avenue Water Line
- Breezewood Drive Water Line (Betterments)
- Pedlar Raw Water Line Lining

ORDINANCE:

#O-26-_____

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LYNCHBURG that the FY 2027 Adopted Budget is hereby amended and \$36,383,600 is appropriated to the Water Capital Projects Fund and \$1,300,000 to the Stormwater Capital Projects Fund to address capital needs in said funds. The Water Capital Projects Fund appropriation includes \$31,383,600 in supplemental general obligation public improvement bonds and \$5,000,000 from the Virginia Resources Authority. The Stormwater Capital Projects Fund includes \$1,300,000 in supplemental general obligation public improvement bonds.

Introduced:

Adopted:

Certified: _____
Clerk of Council



Public Comment Sign-Up

Clerk of Council
City Hall
900 Church Street - Lynchburg, VA 24504
Phone: (434) 455-3990
Email: alicia.finney@lynchburgva.gov

Purpose

Public Comment shall be for the purpose of allowing members of the public to present any matter, which, in their opinion, deserves the attention of the Council. They shall not serve as a forum for debate with the Council.

Prerequisites

You must acknowledge the following to continue with the sign-up request:

Acknowledgement - Decorum and Prohibited Content

- I acknowledge that I have read the following statement: All persons appearing before the Council or in the Council Chamber while a meeting of the Council is in session will not be allowed to: campaign for public office; promote private business ventures; use profanity or vulgar language or gestures; use language which insults or demeans any person or which, when directed at a public official or employee, is not related to his or her official duties, however, citizens have the right to comment on the performance, conduct, and qualifications of public figures; make non-germane or frivolous statements; interrupt other speakers or engage in behavior that disrupts the meeting, including but not limited to, applause, cheers, jeers, etc.; engage in behavior that intimidates others; or, address the Council on issues that do not concern the services, policies, or affairs of the Council or the City.

Requirements

Remarks shall be addressed directly to the Council and not to City staff, the audience, or the media.

Eligibility

The deadline for sign-up is the Friday preceding the Council meeting by noon.

You must acknowledge the following to continue with the sign-up request:

Acknowledgement - Three (3) Month Rule

- I acknowledge that I have read the following statement: Once the Council has heard a presentation from an individual or organization on a particular subject, the individual or organization may not make another presentation on the same subject within three (3) months of the first presentation, except by a majority vote of the Councilmembers present and voting.

First Name	melanie
Last Name	Traber
Name of group represented. *If speaking on behalf of yourself, enter n/a.	Trading post by traber ranch
Email	mattraber@outlook.com
Phone	832 563-1572

Before choosing, please click [here](#) to verify the Council Meeting date on our website.

Council Meeting	06/23/2026
Topic of Discussion	cameras



AGENDA ITEM SUMMARY

MEETING DATE

June 23, 2026

PRESENTED BY

Donna Witt, Chief Financial Officer

AGENDA ITEM # VI.9

Consideration of introducing Ordinance #O-26-070 to amend the FY 2027 General Fund budget and appropriate \$310,800 to fund a detailed staffing assessment, a full-time civilian human resources leadership position, and a full-time sworn position to coordinate department-wide training in the Fire Department.

RECOMMENDATION

Adopt Ordinance #O-26-___ to amend the FY 2027 General Fund budget and appropriate \$310,800 with resources from the FY 2027 General Fund Reserve for Contingencies to fund the Lynchburg Fire Department (LFD) for the following purposes:

1. Conduct a detailed staffing assessment of the department
2. Create a full-time civilian human resources leadership position in LFD
3. Create a full-time sworn position to coordinate department-wide training in LFD

SUMMARY

The City of Lynchburg engaged Raftelis, a nationally recognized public-sector advisory firm, to conduct an independent assessment of the Lynchburg Fire Department's organizational climate, culture, and hiring processes. As a result of the assessment, the following recommendations were made:

1. Recommendation 3: Elevate the role of Emergency Management Services (EMS) within the Department's organizational structure and culture. A detailed staffing assessment is required to support this recommendation. The assessment would consider EMS workload and current staffing levels and shift schedules to meet service demand. From there alternative staffing structures could be analyzed based on industry practice with associated City staffing costs for potential changes to overall staffing levels. Given the existing service demand and workload requirements, it is likely any changes to the staffing structure may increase the number of sworn paramedics and associated personnel costs. Analysis should also consider the evaluation of 24/72 hour shifts. Cost not given by the consultant; estimated cost up to \$100,000.
2. Recommendation 4: Create a dedicated Human Resources leadership position that is embedded within the Department. The estimated cost of this full-time civilian position is \$75,000 for the salary and \$27,000 for benefits, for a total cost of \$102,000.
3. Recommendation 11: Establish a formal training program for current line staff. Adding a Lieutenant or Captain to coordinate department-wide training would establish a more

sustainable training structure for the Department. The estimated cost of this sworn position is \$80,000 for the salary and \$28,800 for benefits, for a total cost of \$108,800.

PRIOR ACTION(S)

June 9, 2026: City Council Work Session - Presentation of the Lynchburg Fire Department Climate, Culture, and Hiring Process Assessment Results and Recommendations

FISCAL IMPACT

Use of \$310,800 from the FY 2027 General Fund Reserve for Contingencies

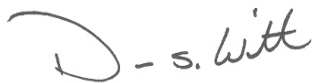
CONTACT(S)

Donna Witt, Chief Financial Officer

ATTACHMENT(S)

1. Ordinance - LFD 06-23-26

REVIEWED BY



Donna Witt, Chief Financial Officer

Date: June 16, 2026



Gregory Patrick, Deputy City Manager

Date: June 18, 2026



Alicia Finney-Andrews, Clerk of Council

Date: June 18, 2026

ORDINANCE:

#O-26-__

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LYNCHBURG that the FY 2027 General Fund budget is amended and \$310,800 is appropriated with resources from the FY 2027 General Fund Reserve for Contingencies to fund a detailed staffing assessment, a full-time civilian human resources leadership position, and a full-time sworn position to coordinate department-wide training in the Fire Department.

Introduced:

Adopted:

Certified:

Clerk of Council



AGENDA ITEM SUMMARY

MEETING DATE

June 23, 2026

PRESENTED BY

Alicia Finney-Andrews, Clerk of Council

AGENDA ITEM # VI.10

Consideration of appointing School Board members for terms beginning July 1, 2026, in School Board Districts I, II, III.

RECOMMENDATION

Make appointments, or reappointments, to vacancies that will exist June 30, 2026, in School Board Districts I, II, III.

SUMMARY

Section §22.1-50 of the Code of Virginia and Section §32-16 of the City Code provide that within thirty days preceding July 1st of each year, City Council shall appoint a successor for each school board member whose term expires on June 30th of that year.

PRIOR ACTION(S)

May 14, 2026 - Business Item Briefing
May 26, 2026 - First Public Hearing
June 9, 2026 - Second Public Hearing
June 11, 2026 - special called meeting to conduct School Board interviews, part 1
June 12, 2026 - special called meeting to conduct School Board interviews, part 2

FISCAL IMPACT

N/A

CONTACT(S)

Alicia Finney-Andrews, Clerk of Council

ATTACHMENT(S)

1. Jun11SchoolBoard_Pt1Age
2. Jun12SchoolBoard_Pt2Age

REVIEWED BY

A handwritten signature in cursive script, reading "Alicia Finney-Andrews".

Alicia Finney-Andrews, Clerk of Council

Date: June 18, 2026



CITY COUNCIL

Thursday, June 11, 2026 | 9:00 AM
Council Chamber- City Hall
900 Church Street
Lynchburg, VA 24504

AGENDA

I. Welcome

Larry Taylor, Mayor

II. Interview Schedule

- II.1. 9:00 a.m. - William Lewis, District 1
- II.2. 9:30 a.m. - Jack Schewel, District 1
- II.3. 10:00 a.m. - Brittany Smith, District 1
- II.4. 10:30 a.m. - Xavier Storey, District 1
- II.5. BREAK
- II.6. 11:15 a.m. - Shea Tinsley, District 1
- II.7. ~~11:45 a.m. - Greg Vinson, Jr., District 1~~
- II.8. 12:15 p.m. - Angela Cox, District 2
- II.9. 12:45 p.m. - Roman Franklin, District 2



CITY COUNCIL

Friday, June 12, 2026 | 9:00 AM
Council Chamber- City Hall
900 Church Street
Lynchburg, VA 24504

AGENDA

I. Welcome

Larry Taylor, Mayor

II. Interview Schedule

- II.1. 9:00 a.m. - Tiffany Goode, District 2
- II.2. 9:30 a.m. - Toby Johnson, District 2
- II.3. 10:00 a.m. - Letitia Lowery, District 2
- II.4. BREAK
- II.5. 10:45 a.m. - Delisa Rogers, District 3
- II.6. 11:15 a.m. - Tiersha Royal, District 3
- II.7. 11:45 a.m. - Ryan Thomas, District 3
- II.8. 12:15 p.m. - Tiona Wilson, District 3

**CITY OF LYNCHBURG, VIRGINIA
RESOLUTION NO. _____**

**A RESOLUTION AFFIRMING THE CITY’S COMMITMENT TO
TRUTH, TRANSPARENCY, AND ACCURATE PUBLIC DISCLOSURE
REGARDING INFORMATION COMMUNICATED IN CONNECTION
WITH THE CITY’S SERIES 2026 GENERAL OBLIGATION BONDS**

WHEREAS, the City of Lynchburg recognizes the importance of maintaining public confidence through accurate, transparent, and responsible governmental communications, particularly in matters involving public finance and the municipal bond process; and

WHEREAS, during presentations and communications associated with the City’s Series 2026 General Obligation Bond process, certain projections and related information concerning anticipated population and growth trends were communicated to credit rating agencies and later referenced in public reporting connected to the bond process; and

WHEREAS, subsequent concerns were raised regarding the sourcing, verification, and accuracy of portions of that information; and

WHEREAS, maintaining the public trust requires the City to respond directly and responsibly whenever inaccurate, unsupported, or insufficiently verified information may have been communicated to taxpayers, investors, financial stakeholders, or the public; and

WHEREAS, the Lynchburg City Council believes the principles of truth, transparency, accountability, and integrity must guide all public communications and financial disclosure practices of the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lynchburg, Virginia, that the City Manager and appropriate staff are hereby directed to review all relevant public communications, presentations, reports, and materials associated with the Series 2026 bond process for accuracy and completeness; and

BE IT FURTHER RESOLVED that the City Manager shall ensure that any necessary factual corrections, clarifications, or updated information are communicated in an appropriate manner to parties who may have reasonably relied upon the information, including Lynchburg citizens,

taxpayers, credit rating agencies, bond purchasers, financial institutions, investors, regulatory entities, news agencies, and other affected stakeholders; and

BE IT FURTHER RESOLVED that the City shall take reasonable and appropriate steps to strengthen internal review and verification procedures related to future public disclosures, financial presentations, and external communications; and

BE IT FINALLY RESOLVED that the Lynchburg City Council reaffirms its commitment to honest government, accurate public disclosure, fiscal integrity, and the preservation of public confidence in the City's communications and decision-making processes.

Introduced by:

Curt Diemer
Vice Mayor
City of Lynchburg