



PHYSICAL DEVELOPMENT COMMITTEE City Council Committee

Tuesday, September 8, 2026 | 3:00 PM
2nd Floor Training Room- City Hall
900 Church Street
Lynchburg, VA 24504

AGENDA

- I. **Welcome** *Councilmember Jacqueline Timmer, Chair*
- II. **Information Items**
 - II.1. A Minute for Planning
 - II.2. Right of Way Acquisitions
- III. **General Business**
 - III.3. Cancer Awareness Garden Franchise Agreement
 - III.4. U.S. Department of Transportation FAA Supplemental Agreement: Navigational Aids at Lynchburg Regional Airport
 - III.5. Approve resolution to realign the limited access boundaries for the 501-221 Split Pair project
- IV. **Roll Call**
- V. **Next Regular Meeting**

AGENDA ITEM SUMMARY**MEETING DATE**

September 8, 2026

PRESENTED BYWilliam Martin, Community Development
Director**AGENDA ITEM # II.1**

A Minute for Planning

RECOMMENDATION

Information Only

SUMMARY

Community Development Staff will provide a brief update on upcoming development projects that may be of interest.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

N/A

CONTACT(S)

William Martin, Community Development Director

ATTACHMENT(S)

None

REVIEWED BY

William Martin, Community Development Director

Date: August 31, 2026



Date: September 01, 2026

Kent White, Assistant City Manager

A handwritten signature in black ink, reading "Alicia Finney-Andrews". The signature is written in a cursive, flowing style.

Date: September 03, 2026

Alicia Finney-Andrews, Clerk of Council



AGENDA ITEM SUMMARY

MEETING DATE

September 8, 2026

PRESENTED BY

Joseph Newland, City Engineer

AGENDA ITEM # II.2

Right of Way Acquisitions

RECOMMENDATION

SUMMARY

Public Works staff will give a presentation on how the Department acquires Right-of-Way for transportation projects.

PRIOR ACTION(S)

None

FISCAL IMPACT

None

CONTACT(S)

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

ATTACHMENT(S)

1. ROW Acquisitions Final

REVIEWED BY

Gaynelle Hart, Director of Public Works

Date: September 02, 2026

Gregory Patrick, Deputy City Manager

Date: September 03, 2026

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

Alicia Finney-Andrews, Clerk of Council

Date: September 03, 2026

RIGHT OF WAY ACQUISITIONS

Public Works

September 8, 2026



PURPOSE

- To outline the process used by the City of Lynchburg to determine Right of Way (ROW) acquisitions
- Explain the process used to obtain ROW acquisition in coordination with the City, the project team, property owners, and lienholders.

PROCESS UP TO 30% DESIGN

- During the preliminary conceptual planning of a project, before it gets to the Capital Improvement Plan submittal, the City reviews the project area and determines if ROW acquisition may be required. Based on engineering judgement, the City adds an estimated amount to the project to cover the cost.
- As survey comes in and the project starts to develop, the ROW is reviewed and an effort is given to reduce the amount of ROW that will be required, if possible.
- Trying to reduce the amount involves attempts to shift the project, change the grades, add retaining walls, or looking at innovative designs.
- All of this includes value engineering to determine which is the best method to use.

PROCESS UP TO 90% DESIGN

- As the design progresses, drainage and stormwater must be considered and determinations as to where ponds need to go, where pipes will need to be run, and where outlets will be. This creates the need for additional ROW or easements.
- At each stage of design, the cost estimates are reviewed and updated.
- Plats of required ROW or easements are started.
- Design plans must be progressed to approximately 90% design before VDOT will give authorization to begin conversations about values and acquiring someone's property.
- All transportation projects must follow the Federal Uniform Act for acquisitions and relocations.
- When authorization is given, Basic Appraisal Reports (BARs) are preformed by the ROW agents from the design team. If the value is over \$10,000, then a formal appraisal must be performed.

BARS

- The BARs are forms that VDOT uses to consider property values, improvements to be disturbed, and other physical features of the property.
- A value per square foot is calculated and used to determine the value of the area needed.
- ROW is 100% of the value, permanent easements are 80-90% of the value, and temporary easements are 20-25% of the value.
- After the values are determined and approved by the City, deeds have been prepared, and plats have been signed, the ROW agent meets with the property owner following the Uniform Act requirements.

NEGOTIATIONS

- The ROW agents act on behalf of the City and meet with the property owners to go over the materials and come to an agreeable compensation. The agents are given an amount they can negotiate to, usually 10% over the approved amount but is dependent on the value.
- If the amounts are under \$500, the agents have been authorized to offer \$500.
- If the negotiations are over what the agents have been authorized, they come back to the City and discuss.

AFTER DEEDS ARE SIGNED

- After signatures from the owners are acquired, the City must determine if the property has a lien on it, then contact the lienholder, and start negotiations to have them review the deeds and decide if they will release a portion of the lien for the small amount of land required for the project.
- After release of liens, the City Attorney reviews the information one last time and it is forwarded for the City Manager's signature.
- The deed then gets recorded in the Court and the property owner receives compensation for the ROW/easement.

INVOLVEMENT

- Public Works takes the lead role and works with consultants, ROW agents, and the City Attorney's Office to complete the tasks.

AGENDA ITEM SUMMARY**MEETING DATE**

September 8, 2026

PRESENTED BY

Gregory Patrick, Deputy City Manager

AGENDA ITEM # III.3

Cancer Awareness Garden Franchise Agreement

RECOMMENDATION**SUMMARY**

The Cancer Awareness Garden has asked to replace its existing franchise agreement with the city with a new agreement as part of its \$1M expansion project.

PRIOR ACTION(S)

Current 30-year Franchise was adopted by City Council in March 2003.

FISCAL IMPACT

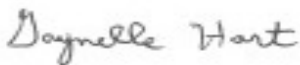
None

CONTACT(S)

Gregory Patrick, Deputy City Manager

ATTACHMENT(S)

None

REVIEWED BY

Gaynelle Hart, Director of Public Works

Date: September 02, 2026



Gregory Patrick, Deputy City Manager

Date: September 03, 2026

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

Alicia Finney-Andrews, Clerk of Council

Date: September 03, 2026

AGENDA ITEM SUMMARY**MEETING DATE**

September 8, 2026

PRESENTED BY

Cedric Simon, Airport Director

AGENDA ITEM # III.4

U.S. Department of Transportation FAA Supplemental Agreement: Navigational Aids at Lynchburg Regional Airport

RECOMMENDATION

Proceed to a Public Hearing on September 22 2026, for the purpose of considering an agreement between U.S. Department of Transportation and City of Lynchburg

SUMMARY

In 2006 the U.S. Department of Transportation (DOT) and City of Lynchburg entered into an agreement allowing Federal Aviation Administration (FAA) personnel access to navigational aids at Lynchburg Regional Airport (LYH). This contract expires on September 30, 2026. The DOT desires to extend the term of this agreement 20 years.

The FAA owns and maintains multiple navigational aids at the airport. The navigational aids provide guidance and enhance safety to aircraft operating in the national airspace system. The agreement also includes updated language related to the prohibition of telecommunications and video surveillance equipment associated with the Peoples Republic of China. The airport does not own or intend to purchase any of the prohibited equipment in the agreement.

PRIOR ACTION(S)

None

FISCAL IMPACT

None

CONTACT(S)

Cedric Simon, Airport Director

ATTACHMENT(S)

1. LEASE #DTFAEA-08-L-80003_SLA Update 7.21.26cv

REVIEWED BY

Cedric Simon

Cedric Simon, Airport Director

Date: June 23, 2026

Kent White

Kent White, Assistant City Manager

Date: September 01, 2026

Alicia Finney-Andrews

Alicia Finney-Andrews, Clerk of Council

Date: September 03, 2026

U.S. Department of Transportation Federal Aviation Administration SUPPLEMENTAL AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1 TO FAA CONTRACT NO. DTFAEA-08-L-80003
DESCRIPTION or ADDRESS OF PREMISES: Various navigational aids located on-airport at the Lynchburg Regional Airport in Lynchburg, VA.	
THIS AGREEMENT, made and entered into this 8th day of September, 2026, by and between the City of Lynchburg, a municipal corporation of the Commonwealth of Virginia, through the LYNCHBURG REGIONAL AIRPORT, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, on October 1, 2006, the parties entered into Contract No. DTFAEA-08-L-80003 for consideration and purpose more particularly stated in said contract; and, WHEREAS, said contract expires on September 30, 2026, and the Government has a continuing need to occupy the leased premises; and WHEREAS, the Government desires to extend the said contract; and WHEREAS, the Government has requirement to add three (3) new clauses regarding prohibition of certain telecommunications and video surveillance services or equipment. Lessor confirms the applicable Representations; and WHEREAS the parties hereto desire to amend the above Contract effective as of October 1, 2026.	
NOW THEREFORE, WITNESSETH: these parties for the considerations hereinafter mentioned covenant and agree that the said real estate contract is amended, as follows: Amend Article 1 TERM and FAA Facilities for MOA replace with the following: 1 TERM 6.2.5 To have and hold, for the term commencing on October 1, 2026 and continuing through September 30, 2031, with the parties having the option to extend the term for up to four (4) additional five (5) year terms. In order to renew for an additional five (5) year term, the parties shall agree in writing to the same prior to the expiration of then current term. The real estate contract is subject to adequate appropriations being available from year to year for the consideration herein. 1.1 FAA Facilities for MOA 6.2.7 The Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon. The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this Agreement by reference and shown on the attached FAA "List of Facilities." A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as Lynchburg Regional Airport, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.	

B. This contract includes the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. The Government shall have the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

Add Attachment A - NDAA Articles 6.9.5, 6.9.5-1 and 6.9.5-2 attached hereto and made a part hereof.

All other terms and conditions of the real estate contract shall remain in full force and effect.

☒ Lessor is required to sign this document and return One (1) Electronic copy to the Issuing office.

IN WITNESS WHEREOF, the parties subscribed their names and date.
Lessor

Wynter C. Benda
City Manager

Date

CERTIFICATE OF AUTHORIZATION

I, the undersigned, hereby certify that Wynter C. Benda, who signed this instrument on behalf of City of Lynchburg, a municipal corporation of the Commonwealth of Virginia, through the Lynchburg Regional Airport, is in fact authorized to sign on behalf of the Lynchburg Regional Airport by authority of its governing resolution and is within the scope of its powers.

Print Name: _____

Print Title: _____

Signature: _____

Date: _____

Note: the individual signing this certification cannot be the same person who signed the contract.

UNITED STATES OF AMERICA

Eric Gadson
Real Estate Contracting Officer

Date

ATTACHMENT A

1. **Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (07/2023) 6.9.5**

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5). This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

2. Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment” clause in this contract.

(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) Representations.

1. The offeror represents that it does, does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

3. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2 NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the

representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:

(a) Definitions. As used in this provision--

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Nothing in this prohibition will be construed to—

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.

Nothing in this prohibition will be construed to-

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument

resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that that it [] does, [] does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-

If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

List of Facilities

Updated: 7/21/2026

MEMORANDUM OF AGREEMENT

DTFAEA-08-L-80003

LYNCHBURG REGIONAL AIRPORT

Number	Facility	R/W (ATID) Number	Comments
1.	GS/LOC	4(LYH)	Facility site, equipment shelter, restricted critical area, access road
5.	VASI	22(LYH)	Facility site
6.	MALSR	4(LYH)	Facility site, equipment shelter, restricted critical area, access road
7.	REIL	35(LYH)	Antenna site, equipment shelter, restricted and access road
8.	RVR	4(LYH)	Facility site

AGENDA ITEM SUMMARY**MEETING DATE**

September 8, 2026

PRESENTED BY

Joseph Newland, City Engineer

AGENDA ITEM # III.5

Approve resolution to realign the limited access boundaries for the 501-221 Split Pair project

RECOMMENDATION**SUMMARY**

Staff will present new draft boundaries for limited access for the 501-221 split pair project. Boundaries will be finalized before being considered at the October regular city council meeting. Resolution will be considered by the Commonwealth Transportation Board at their December meeting.

PRIOR ACTION(S)**FISCAL IMPACT**

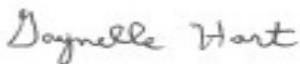
None

CONTACT(S)

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

ATTACHMENT(S)

1. 501_221 LAC Final

REVIEWED BY

Gaynelle Hart, Director of Public Works

Date: September 02, 2026



Date: September 03, 2026

Gregory Patrick, Deputy City Manager

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

Alicia Finney-Andrews, Clerk of Council

Date: September 03, 2026

501/221 LIMITED ACCESS CONTROL

Public Works

September 8, 2026



HISTORY

- Preliminary plans for this project were started by VDOT in the 60s.
- In 1970, the Highway Commission (predecessor to the Commonwealth Transportation Board) created Limited Access Control (LAC) lines around portions of the roadway and parcels that VDOT had acquired.
- LAC is defined in the Code of Virginia Section 33.2-400. Basically, it restricts any abutting property from having access to the adjoining roadway in any form.
- The project started in Campbell County and continued after the City's annexation in 1976.
- In 1983, these LAC lines were adjusted as VDOT expanded the project to a full cloverleaf interchange.
- VDOT validated the project with a study in 2002.

MORE HISTORY

- The City restudied the project area in 2005-2006 and reviewed 10 options.
- After City Council reviewed the report, they voted to proceed with Option 4, the split pair concept.
- This concept allowed the greatest potential for economic development.
- Preliminary design started in 2014 after Council allocated funds in the Capital Improvement Budget.

FAST FORWARD TO 2026

- The LAC lines that were established by the Commonwealth Transportation Board in the 70s and 80s are still in place for a full cloverleaf interchange.
- The project concept changed in 2007.
- Commercial properties exist in the area and the LAC lines now need to be corrected/changed.
- This needs to happen because the abutting properties do not have legal rights to access the roads.
- The LAC lines can only be changed by the Commonwealth Transportation Board action, and they require a resolution from the governing body to consider any changes.

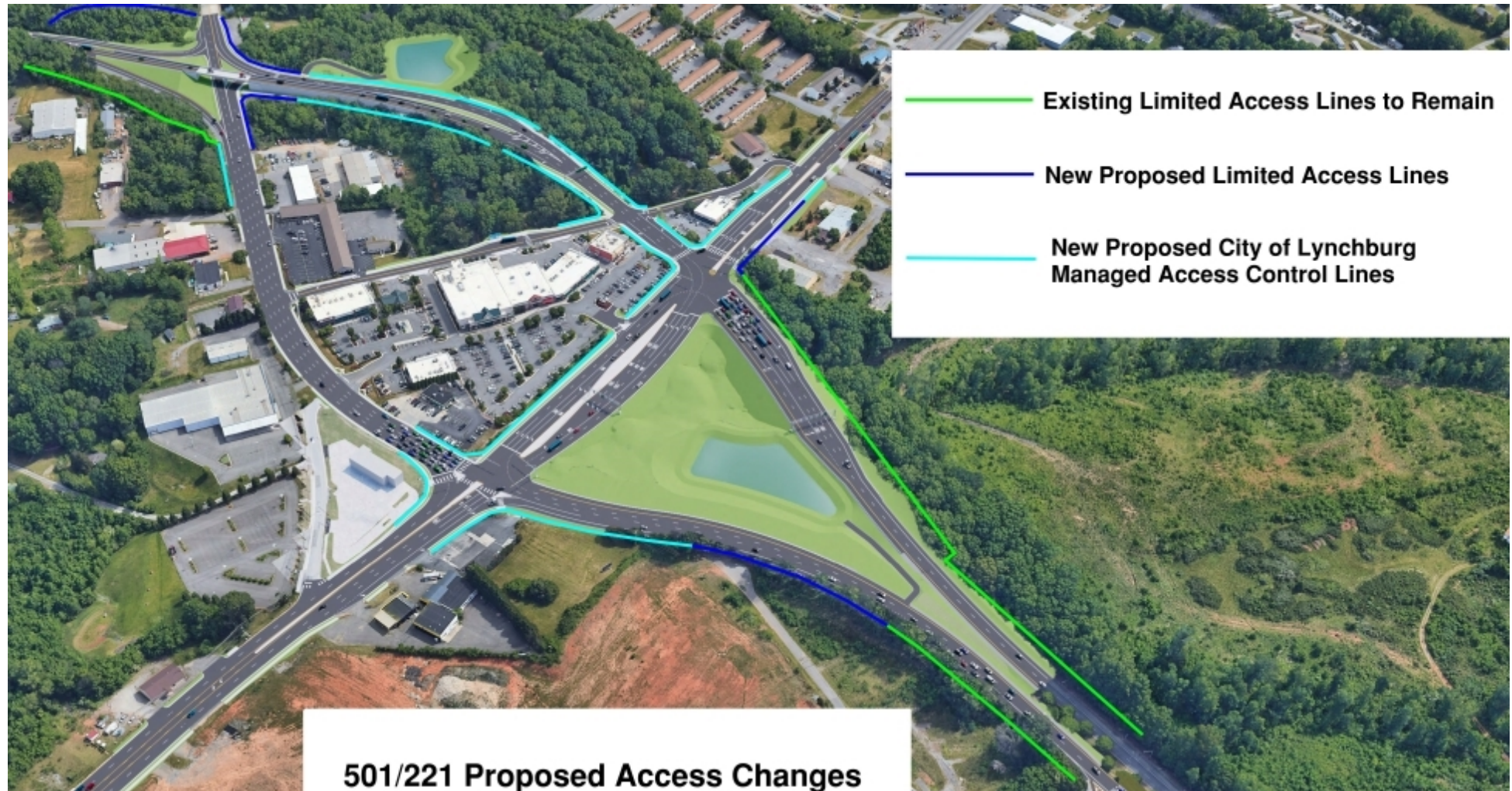
RESEARCH

- Staff painstakingly reviewed and re-created the lines for both the 1970 and the 1983 plans and have shown them on the below map.



PROPOSED

- Staff has proposed the draft location of the new lines.
- Included is a designation of City Managed Access Control.
- These are managed by Public Works and will protect traffic flow and the safety of the traveling public.



RECOMMENDATION

- Approve resolution at the October 13, 2026, regular Council meeting

501/221 INTERSECTION

- **Total cost:** ~\$95 million
- **Funding:** Additional \$24.5M from Federal BUILD grant was announced on July 6th.
- **Anticipated construction start:** Early 2029
- **Anticipated construction finish:** 2031
- **Phase:** Design

