THE CITY OF LYNCHBURG, VIRGINIA

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FINANCIAL SERVICES DEPARTMENT

ITEM # 1

To: City Council

From: Donna Witt, Director of Financial Services

CC: L. Kimball Payne, City Manager

Bonnie Svrcek, Deputy City Manager

Date: December 3, 2009

Re: FY 2009 Comprehensive Annual Financial Report and Related Reports

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In preparation for the upcoming presentation by Brown Edwards, LLC the following documents are enclosed for your review:

- FY 2009 Comprehensive Annual Financial Report (CAFR).
- Comments on Internal Control and Other Suggestions for Your Consideration
- Audit Committee Letter – Required Communication with those Charged with Governance
- Independent Auditor's Report on Comments and Suggestions – City of Lynchburg's Sheriff's Office
- Comments on Internal Control and Other Suggestions for Your Consideration – Lynchburg City Schools
- Audit Committee Letter – Required Communication with those Charged with Governance – Lynchburg City Schools

Representatives from Brown Edwards, LLC will be presenting this information in the December 8th work session. The Audit Committee presentation by Brown Edwards, LLC is scheduled for December 8, 2009.

A copy of the related reports are available for review on the office of Financial Services/Budget.

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **December 8, 2009** AGENDA ITEM NO.: 2

CONSENT: REGULAR: WORK SESSION: **X** CLOSED SESSION: (Confidential)

ACTION: INFORMATION: **X**

ITEM TITLE: **FY 2011 Budget: Preliminary Discussion**

RECOMMENDATION: No action is required; however, any guidance that Council can provide for the preparation of the Proposed FY 2011 Budget will be appreciated.

SUMMARY: Time has been set aside on Council's work session agenda for a preliminary discussion of issues related to the preparation of the FY 2011 Budget. Staff reports will be primarily oral, however, there will be some handouts. The following topics will be discussed:

- Review of the Citizen and Employee Budget Engagement Sessions
- Report on the Potential Impacts of the 90% Budget Scenarios Developed by City Departments
- Immediate Changes in the Structure and Delivery of Services in the Parks & Recreation Department
- Schedule for Council Budget Deliberations: dates, times, additional civic engagement.

Council will be asked to start budget deliberations in January in order to give staff guidance regarding the preparation of the Proposed FY 2011 Budget. As those deliberations proceed, staff needs to better understand Council's position regarding the following questions considered important to the preparation of the proposed budget:

1. *What are Council's priorities with regard to services provided to citizens?*
2. *As cuts are considered, is anything untouchable?*
3. *What services, programs, or activities can be stopped?*
4. *Are there any new initiatives that Council would like to consider?*
5. *What are Council's thoughts on actions to increase revenues (taxes, fees, policy changes)?*
6. *What are Council's Capital Improvement Program priorities?*

PRIOR ACTION(S): N/A

FISCAL IMPACT: Undetermined.

CONTACT(S): Kimball Payne, 455-3990

ATTACHMENT(S): None

REVIEWED BY: lkp

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **December 8, 2009** AGENDA ITEM NO.: 3

CONSENT: REGULAR: WORK SESSION: **X** CLOSED SESSION: (Confidential)

ACTION: **X** INFORMATION:

ITEM TITLE: **Amend the FY 2010 Adopted Budget and Reallocate Funding for Shelter Plus Care**

RECOMMENDATION: Review additional information as requested (Attachment A and B) and amend the FY 2010 Adopted Budget and reallocate $17,507 from the General Fund Juvenile Detention Center per diem to the Shelter Plus Care grant in the Federal/State Aid Fund to provide interim financial assistance and services to qualified persons who have transitioned from homelessness to permanent housing.

SUMMARY: In 2002, the City received a Shelter Plus Care grant in the amount of $320,700 from the U.S. Department of Housing and Urban Development (HUD). The City, together with Miriam's House and the Lynchburg Neighborhood Development Foundation (LNDF), have coordinated the grant to provide Tenant-Based Rental Assistance to approximately ten eligible households who have transitioned from homelessness to permanent housing. Miriam's House has provided the program participants with the relevant supportive services to meet the needs created by their disabilities and the circumstances that led to initial homelessness. Miriam's House provides transitional housing services and has contracted with LNDF to assure appropriate housing is delivered to the participants.

Due to the slow start-up of the program, HUD granted a five-year extension beyond the initial five-year grant period that ended in 2006. Currently, monthly assistance from this grant is $4,993. Unfortunately, due to staffing transition in both the financial and program management areas for this grant within the City as well as insufficient tracking of expenditures by LNDF, staff has found itself with an approximate four month funding gap before the grant is renewed by HUD. HUD program staff has offered considerable assurance that the grant will be renewed in early calendar year 2010.

Staff is recommending that City Council reallocate funding in the maximum amount of $17,507 from the budgeted per diem for the Juvenile Detention Center to the Federal/State Aid Fund to provide interim funding for this program for the months of December-March. Based on projected Detention Center population through the end of FY 2010, staff believes that funding is available for reallocation. This funding would provide assistance to ten households through the month of March 2010.

Two events could reduce the amount of City funds utilized. First, the Shelter Plus Care grant renewal could be approved by HUD prior to March. Second, LNDF has committed to raise one-half of the projected funds required to fill the gap. Each of these events would reduce the amount of City funds necessary to be used.

If HUD does not approve the grant, then adequate notice could be given to landlords and tenants regarding lease concerns and case management staff at Miriam's House would be given adequate time to work with clients to find alternate housing for the persons served by this grant. HUD will not reimburse the City for this interim assistance as it is the City's responsibility to have renewed the grant prior to finding itself in this situation.

Since the November 24, 2009 Council meeting on this item, LNDF has approached both landlords of the households served as well as area churches to raise funds to reduce the amount of funding needed from the City to support rent payments through March 2010. LNDF is confident that at least one-half of the total funds needed through March, or $8,754 can be raised, thus reducing the request for reallocation from the City.

PRIOR ACTION(S): Appropriation of Shelter Plus Grant funds in FY 2003
Finance Committee, November 24, 2009
City Council Work Session, November 24, 2009

FISCAL IMPACT: Reallocation of funds from Juvenile Detention Center per diem to Shelter Plus Grant in the Federal/State Aid Fund in the amount of $17,507 ($4,993 x 4 months = $19,972 – remaining balance of $1,965 and $500 from Interfaith Outreach)

CONTACT(S): Bonnie Svrcek, Deputy City Manager and Acting Director of Community Development - 455-3987

ATTACHMENT(S): Shelter Plus Care Homelessness Intervention Program and Participants in Shelter Plus Care
Memorandum from LNDF dated November 25, 2009 re: Shelter Plus Care Program Timeline
Spreadsheet with 12-month history of tenants, unit size, and expenditures
Council Resolution

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED that funds in the amount of $17,507 are reallocated from the General Fund Juvenile Detention Center per diem to the Federal/State Aid Fund for the Shelter Plus Care Grant.

Adopted:

Certified: ______________________________
Clerk of Council

158L

Shelter Plus Care Homeless Intervention Program

Program Summary:
Rental Assistance Program, funded by HUD, awarded to the City of Lynchburg in2002. Implementation is through a partnership between the City, Lynchburg Neighborhood Development Foundation (LNDF) and Miriam's House (MH). Grant amount $320,700 to assist 13 households.

LNDF provides housing services and compliance with HUD regulations
MH provides case management

Purpose:

Assist homeless/disabled households with rent payments
Participant pays 30% of income toward rent; program pays the balance
Conditions: participant agrees to participate in services to include regular meeting with case manager
Case management develops or continues service plan with participant

Target Population:

Recent graduates of transitional programs (Miriam's House, Gateway, Family Living Center)
Others, referred by service providers and ready for permanent housing

Private landlords agree to rent to participating clients and coordinate with LNDF as the housing sponsor. The lease is between tenant and landlord with a collateral contract between the tenant and LNDF/MH to participate in services as a condition of rent assistance.

Current census of participants is 10 households; all are engaged in case management with licensed social workers from Miriam's House. There are 10 adults and 13 children currently enrolled in the program. Most contribute to their rent. There are strict requirements for program implementation.

Seven landlords participate and many have been involved since the program's inception in 2002.

Problem:
Last month, the sponsors learned that there were insufficient funds to continue the program until it is renewed in early 2010. The annual reconciliation resulted in a faulty base from which to calculate remaining funds until early renewal. City Council has been asked to redirect General Funds to fill the gap, but due to the current economic conditions and cut-backs, they are reluctant to do so.

The program sponsors are appealing to private groups and faith communities to consider supporting one or more households by providing funds toward the assistance needed for the family to meet its monthly rent. The need for funding could extend to February or March before the program is renewed.

Points:

- This is the City's only homeless program.
- It is 1 of 5 projects developed and supported by the Homeless and Housing Coalition of Central Virginia (HHC), a private group of non-profit, public, and faith-based organizations dedicated to providing a range of housing opportunities and services to the community.
- HHC develops the Continuum of Care, a HUD-mandated document to plan and report on the extent of homelessness and need for services.
- The program offers incentives for persons re-entering mainstream society to continue with services.
- This population is a particularly vulnerable and needs multiple areas of support to continue with growth toward self-sufficiency.

Update 12/1/09: As a result of LNDF staff appeals we have the following commitments

Tenant H has a sponsor willing to pay the rent assistance ($122) for 3 months
St. Francis Church in Amherst will donate $500/month for 3 months
Holy Cross School plans to "adopt" a family for 3 months
Holy Cross Church is planning to make a financial contribution

Participants in Shelter Plus Care
(as of May 2009)

Tenant A Single mom and one child; participant for less than one year.
Total Rent is $750.00
Tenant pays $249.00 Assistance per month is 501.00

Tenant B Single man with physical disabilities and is a recovering addict. He has been sober for over 5 years and is our longest resident. He is a musician and receives SSI income; has savings plan.
Total Rent is $585.00
Tenant pays $ 23.00 Assistance per month is 562.00

Tenant C Single mom of 3 works at Subway. Wants to save for future; has been in program since 2005
Total Rent is $495.00
Tenant cannot contribute Assistance per month is 495.00

Tenant D Single mom with one child and is a graduate of Miriam's House. She has been in program for 4.5 years. She returned to school to work on CNA license and is looking to work in nursing field.
Total Rent is $625.00
Tenant pays $207.00 Assistance per month is 418.00

Tenant E Single mom of 3 kids and graduate of Miriam's House; has been in program since 2005. She went has a degree in cosmetology and currently works two jobs to save to purchase her own home.
Total Rent is $850.00
Tenant pays $134.00 Assistance per month is 716.00

Tenant F Single mom of 2 with severe physical disabilities; she is working on a savings plan and credit clean up; has been in program since 2006
Total Rent is $575.00
Tenant cannot contribute Assistance per month is 575.00

Tenant G Single mom with 1 child; graduate of Miriam's House and has been in program since 2006. She plans continue school for better job opportunities. She works on kitchen staff in City school system,
Total Rent is $560.00
Tenant pays $ 6.00 Assistance per month is 554.00

Tenant H A single male and cancer survivor. He is thriving on his own and has been in program 2 years
Total Rent is $350.00
Tenant pays $228.00 Assistance per month is 122.00

Tenant I Earlier client in 2003 and 2004 and former resident of Miriam's House. She currently works at Walmart and is saving to purchase her first home.
Total Rent is $700.00
Tenant pays $126.00 Assistance per month is 574.00

Tenant J Single mother raising 3 young children, all under 4 years of age. She came to the program from transitional housing and has been in program for 1 year. She has a savings plan with the goal of buying a home.
Total Rent is $700.00
Tenant pays $224.00 Assistance per month is 476.00

LYNCHBURG NEIGHBORHOOD DEVELOPMENT FOUNDATION
927 Church Street
Lynchburg, VA 24504

Phone (434) 846-6964 Laura N. Dupuy
Fax (434) 846-6966 Executive Director

MEMORANDUM

TO: Laura Dupuy
FROM: Denise Crews
DATE: November 25, 2009
RE: Shelter Plus Care timeline

This memo is to follow up to the questions asked regarding Shelter Plus Care timeline.

September 2008: I met with Irena Fuller, in City Finance Dept., to go over the FY2007-08 reconciliation for Shelter Plus Care. At that time she calculated that we had a balance of $97,800.00 in grant funds available for rental assistance.

August 2009: I received a call from a new employee at the City Finance office for the reconciliation for FY2008-09. I completed the reconciliation and emailed it to her which showed that we spent $59,444.00 in that time period (FY2008-09). There was an exchange about whether the grant had expired and that she could not find an extension. I gave her the extension language from 2006 that she confirmed with Jay Grant, at HUD Regional, by phone. He stated that the grant was ongoing and that we still had funds. I never received a balance from the Finance Dept. of what was remaining or any indication that our reconciliation was incorrect. Therefore, we understood that, according to our balance, we had a balance of more than $38,000 remaining to get us through the next 7 months or until renewal. The sponsors and City knew that we would have to renew this year at the time all HUD homeless project came up for renewals. The monthly draw had been $4993.00 and we felt comfortable that we had just enough to get through to the expected contract renewal in January or February, 2010.

October 2009: I submitted my monthly draw for November rental assistance. It was at that time that I was told, by email from Desiree, that we only had a balance of $1985.00 remaining. Since this was our first knowledge of the lack of funds for future months, I asked Desiree to meet with me to go over our figures. She printed the account screens with the running balance. I got with our bookkeeper and discovered that they did not match our accounts. I called HUD Regional (Jay Grant) who said that we had a balance of more than $30, 000 as of October 30, 2009. He could not tell when the last draw had come from the City. At that time, we continued to think that we had a mistake and that we were still on target.

November 2009: Finance sent details of the draws for the life of the grant. This revealed that there is more than one code for Shelter Plus Care and that there were other account balances. When all were totaled, they showed the 1985.00 balance. The HUD balance was correct but funds had not been drawn since the prior year and outstanding draws would deplete that amount.

This is the flow of activity for the timeframe for which questions are being asked and the assumptions that LNDF was using to project the use of funds for the program.

SHELTER PLUS CARE

December 2008	Unit Size (# of bedrooms)/# of persons	Plus Care Subsidy	Tenant Share	Total Rent	Late Fees
	3/3	700.00	0.00	700.00	
Tenant A	2/2	552.00	198.00	750.00	
Tenant B	1/1	291.00	84.00	375.00	
Tenant C	3/3	452.00	43.00	495.00	
Tenant D	2/2	625.00	0.00	625.00	
Tenant E	3/4	830.00	20.00	850.00	
Tenant F	2/2	575.00	0.00	575.00	
Tenant G	2/2	489.00	71.00	560.00	
Tenant H	1/1	113.00	237.00	350.00	
Tenant J	2/4	451.00	249.00	700.00	
Total		**5078.00**	902.00	5980.00	
January 2009	**Unit Size (# of bedrooms)/# of persons**	**Plus Care Subsidy**	**Tenant Share**	**Total Rent**	**Late Fees**
	3/3	700.00	0.00	700.00	
Tenant A	2/2	552.00	198.00	750.00	
Tenant B	1/1	291.00	84.00	375.00	
Tenant C	3/3	452.00	43.00	495.00	
Tenant D	2/2	625.00	0.00	625.00	
Tenant E	3/4	830.00	20.00	850.00	
Tenant F	2/2	575.00	0.00	575.00	
Tenant G	2/2	489.00	71.00	560.00	
Tenant H	1/1	113.00	237.00	350.00	
Tenant J	2/4	451.00	249.00	700.00	
Total		**5078.00**	902.00	5980.00	
February 2009	**Unit Size (# of bedrooms)/# of persons**	**Plus Care Subsidy**	**Tenant Share**	**Total Rent**	**Late Fees**
	3/3	700.00	0.00	700.00	
Tenant A	2/2	552.00	198.00	750.00	
Tenant B	1/1	291.00	84.00	375.00	
Tenant C	3/3	452.00	43.00	495.00	
Tenant D	2/2	625.00	0.00	625.00	
Tenant E	3/4	830.00	20.00	850.00	
Tenant F	2/2	575.00	0.00	575.00	
Tenant G	2/2	489.00	71.00	560.00	
Tenant H	1/1	113.00	237.00	350.00	
Tenant I	2/2	700.00	0.00	700.00	
Tenant J	2/4	451.00	249.00	700.00	
Total		**5778.00**	902.00	6680.00	

SHELTER PLUS CARE

March 2009	Unit Size (# of bedrooms)/# of persons	Plus Care Subsidy	Tenant Share	Total Rent	Late Fees
	3/3	700.00	0.00	700.00	
Tenant A	2/2	552.00	198.00	750.00	
Tenant B	1/1	375.00	0.00	375.00	
Tenant C	3/3	452.00	43.00	495.00	
Tenant D	2/2	625.00	0.00	625.00	
Tenant E	3/4	830.00	20.00	850.00	
Tenant F	2/2	575.00	0.00	575.00	
Tenant G	2/2	489.00	71.00	560.00	
Tenant H	1/1	113.00	237.00	350.00	
Tenant I	2/2	700.00	0.00	700.00	
Tenant J	2/4	451.00	249.00	700.00	
Total		**5862.00**	818.00	6680.00	
April 2009	**Unit Size (# of bedrooms)/# of persons**	**Plus Care Subsidy**	**Tenant Share**	**Total Rent**	**Late Fees**
	3/3	634.00	66.00	700.00	
Tenant A	2/2	501.00	249.00	750.00	
Tenant B	1/1	352.00	23.00	375.00	37.50
Tenant C	3/3	495.00	0.00	495.00	
Tenant D	2/2	625.00	0.00	625.00	
Tenant E	3/4	850.00	0.00	850.00	
Tenant F	2/2	575.00	43.00	575.00	57.50
Tenant G	2/2	554.00	6.00	560.00	
Tenant H	1/1	122.00	228.00	350.00	35.00
Tenant I	2/2	574.00	126.00	700.00	
Tenant J	2/4	476.00	224.00	700.00	
Total		**5758.00**	965.00	6680.00	**130.00**
May 2009	**Unit Size (# of bedrooms)/# of persons**	**Plus Care Subsidy**	**Tenant Share**	**Total Rent**	**Late Fees**
	3/3	184.00	516.00	700.00	
Tenant A	2/2	501.00	249.00	750.00	
Tenant B	1/1	550.00	0.00	550.00	
Tenant B deposit for new apt.)		250.00			
Tenant C	3/3	495.00	0.00	495.00	
Tenant D	2/2	625.00	0.00	625.00	
Tenant E	3/4	850.00	0.00	850.00	
Tenant F	2/2	575.00	43.00	575.00	
Tenant G	2/2	554.00	6.00	560.00	
Tenant H	1/1	122.00	228.00	350.00	
Tenant I	2/2	574.00	126.00	700.00	
Tenant J	2/4	476.00	224.00	700.00	
Total		**5572.00**	876.00	6155.00	

SHELTER PLUS CARE

June 2009	Unit Size (# of bedrooms)/# of persons	Plus Care Subsidy	Tenant Share	Total Rent	Late Fees
Tenant A	2/2	501.00	249.00	750.00	
Tenant B	1/1	527.00	23.00	550.00	
Tenant C	3/3	495.00	0.00	495.00	
Tenant D	2/2	625.00	0.00	625.00	
Tenant E	3/4	850.00	0.00	850.00	
Tenant F	2/2	575.00	43.00	575.00	
Tenant G	2/2	554.00	6.00	560.00	
Tenant H	1/1	122.00	228.00	350.00	
Tenant I	2/2	574.00	126.00	700.00	
Tenant J	2/4	476.00	224.00	700.00	
Total		**5299.00**	899.00	6155.00	
July 2009	**Unit Size (# of bedrooms)/# of persons**	**Plus Care Subsidy**	**Tenant Share**	**Total Rent**	**Late Fees**
Tenant A	2/2	501.00	249.00	750.00	
Tenant B	1/1	527.00	23.00	550.00	
Tenant C	3/3	495.00	0.00	495.00	
Tenant D	2/2	625.00	0.00	625.00	
Tenant E	3/4	850.00	0.00	850.00	
Tenant F	2/2	575.00	43.00	575.00	
Tenant G	2/2	554.00	6.00	560.00	
Tenant H	1/1	122.00	228.00	350.00	
Tenant I	2/2	574.00	126.00	700.00	
Tenant J	2/4	476.00	224.00	700.00	
Total		**5299.00**	899.00	6155.00	
August 2009	**Unit Size (# of bedrooms)/# of persons**	**Plus Care Subsidy**	**Tenant Share**	**Total Rent**	**Late Fees**
Tenant A	2/2	501.00	249.00	750.00	
Tenant B	1/1	562.00	23.00	585.00	
Tenant C	3/3	495.00	0.00	495.00	
Tenant D	2/2	625.00	0.00	625.00	
Tenant E	3/4	850.00	0.00	850.00	
Tenant F	2/2	575.00	43.00	575.00	
Tenant G	2/2	554.00	6.00	560.00	
Tenant H	1/1	122.00	228.00	350.00	
Tenant I	2/2	574.00	126.00	700.00	
Tenant J	2/4	476.00	224.00	700.00	
Total		**5334.00**	899.00	6190.00	

SHELTER PLUS CARE

September 2009	Unit Size (# of bedrooms)/# of persons	Plus Care Subsidy	Tenant Share	Total Rent	Late Fees
Tenant A	2/2	501.00	249.00	750.00	
Tenant B	1/1	562.00	23.00	585.00	
Tenant C	3/3	495.00	0.00	495.00	
Tenant D	2/2	625.00	0.00	625.00	
Tenant E	3/4	850.00	0.00	850.00	
Tenant F	2/2	575.00	0.00	575.00	
Tenant G	2/2	554.00	6.00	560.00	
Tenant H	1/1	122.00	228.00	350.00	
Tenant I	2/2	574.00	126.00	700.00	
Tenant J	2/4	476.00	224.00	700.00	
Total		**5334.00**	856.00	6190.00	
October 2009	**Unit Size (# of bedrooms)/# of persons**	**Plus Care Subsidy**	**Tenant Share**	**Total Rent**	**Late Fees**
Tenant A	2/2	501.00	249.00	750.00	
Tenant B	1/1	562.00	23.00	585.00	
Tenant C	3/3	495.00	0.00	495.00	
Tenant D	2/2	418.00	207.00	625.00	
Tenant E	3/4	716.00	134.00	850.00	
Tenant F	2/2	575.00	0.00	575.00	
Tenant G	2/2	554.00	6.00	560.00	
Tenant H	1/1	122.00	228.00	350.00	
Tenant I	2/2	574.00	126.00	700.00	
Tenant J	2/4	476.00	224.00	700.00	
Total		**4993.00**	1197.00	6190.00	
November 2009	**Unit Size (# of bedrooms)/# of persons**	**Plus Care Subsidy**	**Tenant Share**	**Total Rent**	**Late Fees**
Tenant A	2/2	501.00	249.00	750.00	
Tenant B	1/1	562.00	23.00	585.00	
Tenant C	3/3	495.00	0.00	495.00	
Tenant D	2/2	418.00	207.00	625.00	
Tenant E	3/4	716.00	134.00	850.00	
Tenant F	2/2	575.00	0.00	575.00	
Tenant G	2/2	554.00	6.00	560.00	
Tenant H	1/1	122.00	228.00	350.00	
Tenant I	2/2	574.00	126.00	700.00	
Tenant J	2/4	476.00	224.00	700.00	
Total		**4993.00**	1197.00	6190.00	

SHELTER PLUS CARE

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **December 8, 2009** AGENDA ITEM NO.:

CONSENT: REGULAR: WORK SESSION: **X** CLOSED SESSION: (Confidential)

ACTION: INFORMATION: **X**

ITEM TITLE: **Update of Proposed Off-Leash Dog Park (Written)**

RECOMMENDATION: No Council action necessary. This is a written progress report on the proposed off-leash dog park to be located within a portion of the existing Blackwater Creek Athletic Area.

SUMMARY: The Off-Leash Dog Park Steering Committee presented the Lynchburg Dog Park Feasibility Study, which was subsequently endorsed by City Council during the October 28, 2008 Work Session. In accordance with study recommendations, a Dog Park Advocacy Group was created to formulate a financial plan to raise 100% of the funding necessary to complete the park (located at Blackwater Creek Athletic Area, 515 Monticello Avenue) in three construction phases through a combination of grant and donation monies. In support of these objectives, the advocacy group has transitioned into the Friends of Lynchburg Dog Park, Inc. (FLDP), a Virginia nonprofit corporation. In addition, FLDP has made application to the Internal Revenue Service seeking to qualify as an exempt organizations under Section 501(c)(3) of the Internal Revenue Code. As stated in Section 1.2 of the group's by-laws, the specific objectives and purposes of the organization are:

To establish and maintain a safe, clean, and accessible off-leash dog park open to the general public where dog owners may exercise their dogs and benefit from educational programs promoting healthy dog behavior.

To raise funds to support and sustain the construction, maintenance, and improvement of the dog park for people and dogs and provide volunteer support towards those ends.

To work with the City of Lynchburg government in cultivating community and neighborhood outreach programs which benefit and advocate on behalf of the dog park.

In addition to these activities, the FLDP has developed a volunteer data base, and completed a draft Shared Use Agreement which details the responsibilities of the FLDP and the City of Lynchburg in support of the off-leash park. Also, in cooperation with other non-profit agencies such as the Lynchburg Humane Society, FLDP has attended several public events to promote the dog park concept over the last year. In collaboration with these outreach and marketing efforts, the organization has begun hosting both Facebook and Yahoo web sites (both of which are works in progress). Finally, now that the IRS application has been submitted, the group has completed a draft of their giving brochure.

Next steps include developing an annual fundraising & marketing strategy, bolstering FLDP membership, updating the park project schedule and concept, continuing to improve information flow through social networking and traditional media, and working on implementing the first phase of construction activities.

Depending upon IRS approval and fundraising status, the FLDP hopes to begin construction on the first phase of park development in the fall of 2010.

Yahoo Group Web page: http://pets.groups.yahoo.com/group/LynchburgDogPark/

Facebook Web Page: http://www.facebook.com/pages/Friends-of-Lynchburg-Dog-Park-Inc/308583845787#/pages/Friends-of-Lynchburg-Dog-Park-Inc/308583845787?v=wall

PRIOR ACTION(S): September 23, 2008, Physical Development Committee Review
October 28, 2008, City Council Work Session Endorsement of Lynchburg Dog Park Feasibility Study

FISCAL IMPACT: None

CONTACT(S): Kay Frazier, 455-5868
Andrew H. Reeder, 455-5876

ATTACHMENT(S): Draft Dog Park Giving Brochure

REVIEWED BY: lkp

Background …

The Friends of Lynchburg Dog Park, Inc. is a Virginia non-profit corporation, seeking IRS 501 (c)(3) tax-exempt status approval in order to fundraise for the construction, maintenance, & management of a public off-leash dog park within the City of Lynchburg, Virginia.

Working in partnership with the City, the off-leash park will be built within the Blackwater Creek Athletic Area.

The project will be funded through donations and grants, and will be constructed in phases as monies become available.

Other Ways to Get Involved!

1 Fundraising/Marketing Committee: Help to raise money & awareness for the construction and maintenance of the dog park.

2 Education/Technology Committee: Assist FLDP Community education, IT development, & animal welfare outreach programs.

3 Monitoring/Maintenance Committee: Help monitor and maintain the dog park.

For more ways you can support the dog park, please contact the Friends of Lynchburg Dog Park, Inc.

Remember….
"To err is human, to forgive, canine." - Unknown

Friends of Lynchburg Dog Park Inc.
P.O. Box 4214
Lynchburg VA 24502-0214

GIVING OPPORTUNITIES AT LYNCHBURG'S ONLY OFF-LEASH DOG PARK

Friends of Lynchburg Dog Park Inc.

DOG PARKS ADD TO THE QUALITY OF LIFE OF PEOPLE & THEIR DOGS

FOR MORE INFORMATION CONTACT :

(434) 384-1972 OR
lynchburgdogpark@gmail.com

GOLDEN PAW GIVING LEVEL

☐ **Top Dog: $35,000**

Enjoy exclusive naming rights (per City policy) to Lynchburg's first off-leash dog park!

- Sign at the park entrance with your name or chosen name.
- Recognition in advertisements, media releases & articles.
- Recognition in FLDP newsletters, e-newsletters & brochures.
- Banner at FLDP dog park website for the lifetime of the park.
- Recognition at FLDP hosted events.

☐ **Four Paws: $10,000**

Naming rights (per City policy) and display a beautifully engraved plaque with your personal message and/or company logo for the "small dog" or "large dog" play area.

- Recognition in FLDP newsletters, e-newsletters & brochures.
- Recognition at FLDP hosted events at the dog park.
- Logo recognition on the FLDP dog park website for ten years.

☐ **Three Paws: $5,000**

Proudly display a beautifully engraved plaque (or banner) with your personal message and/or company logo at the "Sponsor's Wall"

- Recognition in FLDP newsletters, e-newsletters and brochures relating to the dog park.
- Recognition on FLDP dog park website page for five years.

☐ **Two Paws: $2,500**

Enjoy reading a beautifully engraved personal message of your choice and/or company logo on a plaque placed on a bench, near a tree or near a dog fountain.

- Recognition in FLDP newsletters, e-newsletters and brochures relating to the dog park.
- Logo recognition on the FLDP website for two years.

☐ **One Paw: $500**

A wonderful ivory 8" x 8" engraved stepping stone can display up to 8 lines of your personal message to line the lush landscaping around the perimeter of the dog park.

☐ **Commemorative Brick -- $200**

This 4" x 8" engraved brick placed on the walking path of the dog park can display up to 4 lines of your personal message.

Honor or memorialize a special human or canine friend in your life, or promote your business through a "Golden Paw" giving opportunity.

Dogs Need Space To Run Their Humans!

Dogs provide so much value, it only makes sense to give something back to these faithful friends—that's why an off-leash dog park is so important in Lynchburg! Exercise, socialization, free play, education, and fun are all part of a "dogs" day. However, even "Humans" garner benefits from these same activities. There's hundreds of reasons (and wagging tails) why you should support Lynchburg's only fenced off-leash dog park. Help make the park a reality by donating or calling for more information today.

SILVER BONE GIVING LEVEL

☐ Five Bones	$1,000 & Above
☐ Four Bones	$501 – $999
☐ Three Bones	$201 – $500
☐ Two Bones	$51 – $200
☐ One Bone	$50 & Less

Checks may be mailed directly to the FLDP—or contact us for more information. If mailing a donation, please indicate which of the "Giving" level ranges you would like to participate in (a specific level of donation is not required). As with any donation, please consult your tax attorney regarding your specific tax status.

Name

Address

Phone E-mail

Friends of Lynchburg Dog Park Inc.
P.O. Box 4214
Lynchburg VA 24502-0214

Phone: 434 384-1972
Email: lynchburgdogpark@gmail.com

// A regular meeting of the Council of the City of Lynchburg was held on the 24th day of November, 2009, at 5:00 P.M. in the Council Chamber, City Hall, Joan F. Foster, President, presiding. The following Members were present:

Present: Dodson, Garrett, Gillette, Helgeson, Johnson, Perrow, Foster 7

Absent: 0

// Deputy City Manager Bonnie Svrcek provided a brief summary regarding a request to reallocate $18,007 to the Shelter Plus Grant to provide interim financial assistance and services to qualified persons who have transitioned from homelessness to permanent housing. Ms. Svrcek explained that in 2002, the City received a Shelter Plus Care grant in the amount of $320,700 from the U.S. Department of Housing and Urban Development (HUD) and that the City, together with Miriam's House and the Lynchburg Neighborhood Development Foundation (LNDF), have coordinated the grant to provide Tenant-Based Rental Assistance to approximately ten households who have transitioned from homelessness to permanent housing. Ms. Svrcek stated that due to the slow start-up of the program, HUD granted a five-year extension beyond the initial five-year grant period that ended in 2006 and that currently monthly assistance from this grant is $4,993. Ms. Svrcek went on to say that unfortunately, due to staffing transition in both the financial and program management areas for this grant within the City as well as insufficient tracking of expenditures by LNDF, staff has found itself with an approximate four month funding gap before the grant is renewed by HUD. Ms. Svrcek did note that HUD program staff has offered considerable assurance that the grant will be renewed in early calendar year 2010, and that staff is recommending that City Council reallocate funding in the amount of $18,007 from the budgeted per diem for the Juvenile Detention Center to the Federal/State Aid Fund to provide interim funding for this program for the months of December-March. LNDF Executive Director Laura Dupuy stated that she has received a commitment to fund $500 of the amount that is needed. Council Member Helgeson stated that the item did come before the Finance Committee and that following a lengthy discussion the Committee did not forward a recommendation to Council. Council Members questioned Ms. Dupuy regarding the shortfall and why LNDF did not renew the grant earlier to avoid this situation.

In response to Council questioning, LNDF Executive Director Laura Dupuy explained that the monthly amount varies depending upon the number of households being served and the amount that is paid by those households each month and that it was anticipated that there would be sufficient funds to cover the rental costs until the grant could be renewed. City Manager Kimball Payne commented that this is a policy question for City Council – do you want to fill the gap for this rent assistance? Council Members discussed at length whether local tax dollars should be used to cover the grant deficit. Council Members Helgeson and Perrow stated that it is not the role of local government to cover these rent payments and they were adamant that local tax dollars should not be used to cover the deficit especially since there are individuals in the community who are losing their homes to foreclosures. Council Member Gillette stated that the only way that he would support the request would be if the amount is deducted from next year's

$25,000 contribution to LNDF. Council Member Garrett stated that he had a number of questions that needed to be answered before he could make a decision regarding this request. In response to Council questioning, City Attorney Walter Erwin stated that since there is a contract between the parties, that the funding would not be a charitable contribution that would require five affirmative votes. Council Member Johnson commented that the City is a partner with LNDF and Miriam's House and that all share the blame for this deficit. Council Member Helgeson made a motion, seconded by Council Member Perrow, to deny the request. Vice Mayor Dodson made a substitute motion, seconded by Council Member Johnson, to table this matter until the December 8 meeting to allow time for Council to receive additional information, and Council by the following recorded vote approved the substitute motion:

Ayes: Dodson, Garrett, Gillette, Johnson, Foster	5
Noes: Helgeson, Perrow	2

// Mayor Foster mentioned that discussion regarding filling the impending vacancy on Council was delayed to this meeting to allow Council Member Johnson an opportunity to participate in the discussion. City Attorney Walter Erwin stated that he has provided City Council with options and is available to respond to questions. Council Member Helgeson stated that since this is the item on the table, he will make a motion to nominate Joe Seiffert to be considered as a candidate to fill the upcoming vacancy. Council Member Garrett seconded the motion. Several Council Members commented that they have not had a chance to speak with Mr. Seiffert to determine if he is even interested in serving the remainder of Council Member Garrett's term. Council Member Gillette stated that Council needs to determine the process before considering the names of individuals and suggested that Council follow the process used by past Councils when there was a vacancy on Council. Council Member Gillette made a substitute motion that City Council will not entertain formal applications, formal nominations or group interviews for the vacant seat and that Council will instead have a closed meeting at a date to be determined in December or early January to discuss and make a decision regarding an individual to fill the vacancy. Council Member Johnson seconded the motion. Council Member Gillette mentioned that in the meantime Council Members should share names with each other so that each of us individually can do the research and be prepared for that discussion when it is scheduled. Council Member Perrow stated that he would like to offer an amendment to the substitute motion that all the proceedings be held in public. Council Member Helgeson seconded the amendment. In response to Council questioning, City Attorney Walter Erwin explained that under City Council's Rules of Procedure, only one substitute motion may be made, so the second substitute motion made by Council Member Perrow is out of order. Council Member Perrow explained that his motion was to amend the substitute motion. Mr. Erwin stated that any time you are changing the original motion that is an amendment and that City Council's Rules of Procedure states that a motion may be amended no more than twice and that once a motion has been offered to the Council, it is up to the Council to decide whether or not it should be changed by amendment. Several Council Members commented that since this is a personnel matter that it should be discussed in a closed meeting similar to what was done in the past when a vacancy occurred on City Council. Other Council Members spoke in support of having all discussions in open session. Following discussion, the vote was called on the motion to amend the substitute motion, and Council by the following recorded vote defeated the motion to amend the substitute motion:

Ayes: Garrett, Helgeson, Perrow	3
Noes: Dodson, Gillette, Johnson, Foster	4

The vote was called on the substitute motion, and Council by the following recorded vote approved the substitute motion:

Ayes: Dodson, Gillette, Johnson, Foster	4
Noes: Garrett, Helgeson, Perrow	3

// During roll call, and in response to Council Member Garrett's question, City Manager Kimball Payne stated that staff is working towards the use of GPS in identifying bulk pickup sites. Council Member Johnson commented regarding his recent attendance at the National League of Cities conference, which included five students from the Mayor's Youth Council. In response to Council Member Perrow's question, City Manager Payne stated that all but one street light is now working on Main Street. Council Member Helgeson requested a report regarding the increase in the costs for the Greenview Drive project, requested a copy of the entire report from the joint City Council/School Board meeting where only some of the pages of the report were distributed, and mentioned a State Code section that requires the Schools to provide a copy of the average cost per pupil information to be distributed each year to parents/guardians. City Attorney Walter Erwin stated that he has spoken with Schools Superintendent Paul McKendrick who stated that he was unaware of that State Code section, but indicated that he would have staff start sending this information as required by the State Code. Vice Mayor Dodson asked that a presentation regarding a Hill City youth football and cheerleading program be scheduled for the January 12 work session. Council Member Gillette requested that staff provide a report to the Physical Development Committee regarding the erosion and sediment control regulations the City requires for various developments.

// City Council recessed the meeting at 6.57 p.m.

// City Council reconvened the meeting at 7:30 p.m. Council Member Gillette gave the Invocation, followed by the Pledge of Allegiance.

// Mayor Foster and Vice Mayor Dodson presented a proclamation declaring Wednesday, November 25, as "StarTek Day" in Lynchburg in recognition for the company's dedication, commitment and involvement in the community.

// Copies of the minutes of the November 10, 2009 meeting, having been previously furnished Council, reading was dispensed with. Council Member Helgeson stated that he would like page 099 of the minutes to be corrected to reflect that he suggested former Council Member Joe Seiffert as a possible candidate to fill the remainder of Council Member Garrett's term on City Council. On motion of Council Member Perrow, seconded by Vice Mayor Dodson, Council by the following recorded vote approved the minutes as corrected:

Ayes: Dodson, Garrett, Gillette, Helgeson, Johnson, Perrow, Foster	7
Noes:	0

// Copies of the minutes of the November 17, 2009 meeting, having been previously furnished Council, reading was dispensed with, and on motion of Council Member Perrow, seconded by Vice Mayor Dodson, Council by the following recorded vote approved the minutes as presented:

Ayes: Dodson, Garrett, Gillette, Helgeson, Johnson, Perrow, Foster 7
Noes: 0

// In the matter of Courts – General, Resolution #R-09-129 amending the FY 2010 City/Federal/State Aid Fund budget and appropriating $80,000, fully reimbursable, for the provision of screening, assessment, supervision, treatment, and intervention services for the mentally ill who come in contact with the criminal justice system, laid over from the November 10, 2009 meeting, was again presented and read, and on motion of Council Member Perrow, seconded by Vice Mayor Dodson, Council by the following recorded vote adopted the Resolution:

Ayes: Dodson, Garrett, Gillette, Helgeson, Johnson, Perrow, Foster 7
Noes: 0

// In the matter of Taxes, Resolution #R-09-130 amending the FY 2010 General Fund budget and appropriating $171,968 to refund an overpayment of erroneously paid business license taxes by Candler Oil Company, Inc. for the calendar years 2006 and 2007, laid over from the November 10, 2009 meeting, was again presented and read, and on motion of Council Member Perrow, seconded by Vice Mayor Dodson, Council by the following recorded vote adopted the Resolution:

Ayes: Dodson, Garrett, Gillette, Helgeson, Johnson, Perrow, Foster 7
Noes: 0

// In the matter of Police – General, Resolution #R-09-131 amending the FY 2010 City/Federal/State Aid Fund budget and appropriating $39,933, with $37,408 reimbursement, to provide selective DUI and Occupant Restraint enforcement activities, attend related training, and purchase equipment, laid over from the November 10, 2009 meeting, was again presented and read, and on motion of Council Member Perrow seconded by Vice Mayor Dodson, Council by the following recorded vote adopted the Resolution:

Ayes: Dodson, Garrett, Gillette, Helgeson, Johnson, Perrow, Foster 7
Noes: 0

// In the matter of Police – General, Resolution #R-09-132 amending the FY 2010 City/Federal/State Aid Fund budget and appropriating $26,500, fully reimbursable, to send crash team members to accident reconstruction training and to purchase equipment, laid over from the November 10, 2009 meeting, was again presented and read, and on motion of Council Member Perrow, seconded by Vice Mayor Dodson, Council by the following recorded vote adopted the Resolution:

Ayes: Dodson, Garrett, Gillette, Helgeson, Johnson, Perrow, Foster 7
Noes: 0

// In the matter of Commonwealth Attorney, City Council Report #10 was considered. On motion of Council Member Perrow, seconded by Vice Mayor Dodson, Council by the following recorded vote introduced and laid over to a later meeting for final action Resolution #R-09-137, as presented, amending the FY 2010 General Fund Budget and appropriating $66,755 from the General Fund Reserve for Contingencies to partially restore funding cut by the State for the Commonwealth Attorney's Office:

Ayes: Dodson, Garrett, Gillette, Helgeson, Johnson, Perrow, Foster 7

Noes: 0

// In the matter of Property, a public hearing was held regarding City Council Report #11 outlining a request to authorize the sale of approximately 0.08 acre of surplus property on Breezewood Drive to Mr. Alvin Mayberry. City Engineer Lee Newland provided a brief summary regarding the request. There was no one else present who wished to speak to this item, and the public hearing was closed. Council Member Johnson, Physical Development Committee (PDC) Chair, stated that this item came before the PDC and made a motion to approve the request. The motion required no second, and Council by the following recorded vote introduced and laid over to a later meeting for final action Resolution #R-09-138, as presented, approving the sale of approximately 0.08 acre of surplus property on Breezewood Drive to Mr. Alvin Mayberry:

Ayes: Dodson, Garrett, Gillette, Helgeson, Johnson, Perrow, Foster 7

Noes: 0

// In the matter of Community Planning - General, a public hearing was held regarding City Council Report #12 regarding a request to authorize the conveyance of property and the conveyance of easements to Norfolk Southern Railway Company adjacent to the Kemper Street Station for the construction of facilities to support enhanced passenger rail to Washington, DC. City Manager Kimball Payne provided a brief summary regarding the request, stating that a public hearing regarding the sale of the property was conducted by City Council on May 12, 2009. There was no one else present who wished to speak to this item, and the public hearing was closed. On motion of Council Member Perrow, seconded by Council Member Gillette, Council by the following recorded vote adopted Resolution #R-09-139, as presented, authorizing the conveyance of property and the conveyance of easements to Norfolk Southern Railway Company adjacent to the Kemper Street Station:

Ayes: Dodson, Garrett, Gillette, Helgeson, Johnson, Perrow, Foster 7

Noes: 0

// In the matter of Community Planning – General, a public hearing was held regarding City Council Report #13 regarding support of a Transportation Enhancement Grant application to construct pedestrian and bicycle improvements in the Wards Road corridor. Deputy City Manager Bonnie Svrcek provided a brief summary regarding the request. Mr. Walter Fore spoke in opposition, stating that any transportation funds should be used to complete the work on 5th Street and replace the bridge on Fort Avenue and the D Street Bridge. There was no one else present who wished to speak to this item, and the public hearing was closed. In response to Council questioning, City Manager Kimball Payne stated that work has begun on replacing the D Street Bridge and that the bridge on Fort Avenue will not be replaced but filled in as part of the Midtown project. Mr. Payne did note that funding for 5th Street has been delayed for one year. Council

Member Johnson stated that he would support this request since this was only to apply for the grant. Council Member Perrow stated that although he is under contract with Liberty University, the request before Council is to apply for a transportation grant which has nothing to do with the Liberty University tunnels project/pedestrian traffic on Wards Road and therefore he does not have a conflict of interest and intends to vote on this item. On motion of Council Member Perrow, seconded by Council Member Helgeson, Council by the following recorded vote adopted Resolution #R-09-140, as presented, requesting support of a Transportation Enhancement Grant application to construct pedestrian and bicycle improvements in the Wards Road corridor:

Ayes: Dodson, Garrett, Gillette, Helgeson, Johnson, Perrow, Foster 7
Noes: 0

// In the matter of Community Planning – Zoning, City Council Report #14 regarding granting a third and final extension to the Conditional Use Permit for the construction of one hundred ninety (190) townhouse units located at Parkside Villas, at 903 and 903A Wiggington Road was considered. City Manager Kimball Payne provided a brief summary regarding the request. At the request of Council, Mr. Tom DeWitt provided an update regarding the project. Mr. DeWitt explained that the developers are now working with the Economic Development Authority to acquire a small piece of their property for an entrance to this development. On motion of Council Member Helgeson, seconded by Vice Mayor Dodson, Council by the following recorded vote adopted Resolution #R-09-141, as presented, granting a third and final extension to the Conditional Use Permit for the construction of one hundred ninety (190) townhouse units located at Parkside Villas, at 903 and 903A Wiggington Road:

Ayes: Dodson, Garrett, Gillette, Helgeson, Johnson, Perrow, Foster 7
Noes: 0

// In the matter of Library – General, City Council Report #15 was considered. On motion of Council Member Helgeson, seconded by Council Member Gillette, Council by the following recorded vote approved the revised Internet Use Policy for the Lynchburg Public Library:

Ayes: Dodson, Garrett, Gillette, Helgeson, Johnson, Perrow, Foster 7
Noes: 0

// The meeting was adjourned at 8:16 P.M.

Clerk of Council

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **December 8, 2009**			AGENDA ITEM NO.: 9
CONSENT: **X**	REGULAR: **X**	WORK SESSION:	CLOSED SESSION: (Confidential)
ACTION:		INFORMATION:	

ITEM TITLE: **Appointment to the Community Services Board**

RECOMMENDATION:

Receive list of candidates interested in serving on the Central Virginia Community Services Board.

SUMMARY:

Section 37.2-501 of the Virginia State Code states that prior to making any appointments to a community services board, the local government must disclose and make available to the public the names of those persons being considered for an appointment. Also, the local government must make any information on the candidates available to the public if such information is available to the local government.

PRIOR ACTION(S):

None

FISCAL IMPACT:

None

CONTACT(S):

Patricia W. Kost 455-3982

ATTACHMENT(S):

List of candidates

REVIEWED BY: lkp

149P

INDIVIDUALS BEING CONSIDERED FOR
APPOINTMENT TO THE
COMMUNITY SERVICES BOARD

Currently serving on Board
Clyde T. Clark, Sr.

Volunteers
Virginia R. Tyree

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **December 8, 2009** AGENDA ITEM NO.: 10

CONSENT: **X** REGULAR: WORK SESSION: CLOSED SESSION: (Confidential)

ACTION: **X** INFORMATION:

ITEM TITLE: **FY 2010 Commonwealth's Attorney Victim Witness Grant Budget**

RECOMMENDATION:
Adopt a resolution to amend the FY 2010 City/Federal/State Aid Fund budget, appropriate $17,716 with resources from the Department of Criminal Justice Services, and transfer $4,728 from the remaining local supplement for the FY 2009 Byrne JAG Grant to fully fund the Victim Witness Program.

SUMMARY:
During the FY 2010 budget process, the Office of the Commonwealth's Attorney (OCA) anticipated the Victim Witness Grant funding to equal $203,745, as received the prior fiscal year; however, the OCA received additional funds of $17,716, recognizing a total grant award amount of $221,461. In order to fund the Victim Witness Program at the current level of service, an additional $4,728 is needed. When closing the FY 2009 Byrne JAG grant, there was a remaining balance of local match funding that can be appropriated to the Victim Witness Grant with Council approval.

PRIOR ACTION(S):
November 24, 2009 Finance Committee

FISCAL IMPACT:
Generally, unused local match is returned to the General Fund at the end of a grant and helps to increase Fund Balance. With this action, $4,728 will be transferred within the City/Federal/State Aid Fund.

CONTACT(S):
Mike Doucette, Commonwealth's Attorney, 455-3762
Kerry McMinn, Office Administrator, 455-3764

ATTACHMENT(S):
Resolution

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED that the FY 2010 City/Federal/State Aid Fund budget is amended, $17,716 is appropriated with resources from the Department of Criminal Justice Services, and $4,728 is transferred from the remaining local supplement for the FY 2009 Byrne JAG Grant to fully fund the Victim Witness Program.

Introduced: Adopted:

Certified: ______________________________
Clerk of Council

153L

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **December 8, 2009** AGENDA ITEM NO.: 11

CONSENT: **X** REGULAR: WORK SESSION: CLOSED SESSION: (Confidential)

ACTION: **X** INFORMATION:

ITEM TITLE: **Technology Trust Fund (TTF) Fees for the Office of the Circuit Court Clerk**

RECOMMENDATION:
Adopt a resolution to amend the FY 2010 General Fund budget and appropriate $22,058 with resources from the State Compensation Board, Technology Trust Fund fees to support information technology needs in the Office of the Circuit Court Clerk.

SUMMARY:
As required by the Code of Virginia, Section 17.1-279 - Additional fee to be assessed by circuit court clerks for information technology, “the clerk of each circuit court shall assess a $5 fee, known as the "Technology Trust Fund Fee," in each civil action, upon each instrument to be recorded in the deed books, and upon each judgment to be docketed in the judgment lien docket book. Such fee shall be deposited by the State Treasurer into a trust fund.” Annually, a portion of this fee is returned to the local Office of the Circuit Court Clerk based on its information technology needs. These funds cannot be used to take the place of current funding supplied by the locality.

PRIOR ACTION(S):
Finance Committee, November 24, 2009

FISCAL IMPACT:
None

CONTACT(S):
Larry Palmer, Circuit Court Clerk, 455-2620

ATTACHMENT(S):
Resolution

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED that the FY 2010 General Fund budget is amended and $22,058 is appropriated with resources from the State Compensation Board, Technology Trust Fund fees to support information technology needs in the Office of the Circuit Court Clerk.

Introduced: Adopted:

Certified: ______________________________
Clerk of Council

152L

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **December 8, 2009** AGENDA ITEM NO.: **12**

CONSENT: **X** REGULAR: WORK SESSION: CLOSED SESSION: (Confidential)

ACTION: **X** INFORMATION:

ITEM TITLE: **Machinery and Tools Refund for Parker Hannifin Corp**

RECOMMENDATION:
Adopt a resolution to amend the FY 2010 General Fund budget and appropriate $10,571 with resources from the General Fund Reserve for Contingencies to refund an overpayment of erroneously paid machinery and tools tax by Parker Hannifin Corp for calendar years 2006, 2007, and 2008.

SUMMARY:
Parker Hannifin Corp. erroneously paid machinery and tools tax for calendar years 2006, 2007, and 2008. Parker Hannifin Corp. is a manufacturer and is required to pay machinery and tools tax on equipment used in the manufacturing process. Parker Hannifin Corp. reported equipment which was not used in the manufacturing process for the aforementioned years. An audit of Parker Hannifin Corp was conducted and the refund amount is appropriate.

PRIOR ACTION(S):
November 24, 2009 Finance Committee

FISCAL IMPACT:
A reduction of $10,571 from the General Fund Reserve for Contingencies and an annual loss of approximately $3,000 from FY 2010 forward will occur as a result of this correction.

CONTACT(S):
Mitchell W Nuckles, Commissioner of the Revenue, 455-3871

ATTACHMENT(S):
Resolution
Statement of Review and Approval by the City Attorney.

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED That the FY 2010 General Fund budget is amended and $10,571 is appropriated with resources from the General Fund Reserve for Contingencies to refund an overpayment of erroneously paid machinery and tools tax by Parker Hannifin Corp for the calendar years 2006, 2007, and 2008.

Introduced: Adopted:

Certified: ______________________________
Clerk of Council

154L

Approval of Refund:

As required by Section 58.1-3981 of the Code of Virginia, the proposed refund of erroneously paid machinery and tools tax to Rock-Tenn Converting Company for the calendar years 2006, 2007, and 2008 has been reviewed and approved by the City Attorney.

11/16/09
Date

Walter C. Erwin
Walter C. Erwin, City Attorney

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **December 8, 2009**			AGENDA ITEM NO.: 13
CONSENT: **X**	REGULAR:	WORK SESSION:	CLOSED SESSION: (Confidential)
ACTION: **X**		INFORMATION:	

ITEM TITLE: **Machinery and Tools refund for Rock-Tenn Converting Company**

RECOMMENDATION:
Adopt a resolution to amend the FY 2010 General Fund budget and appropriate $32,621 with resources from the General Fund Reserve for Contingencies to refund an overpayment of erroneously paid machinery and tools tax by Rock-Tenn Converting Company for calendar years 2006, 2007, and 2008.

SUMMARY:
Rock-Tenn Converting Company erroneously overpaid its machinery and tools tax for calendar years 2006, 2007, and 2008. Rock-Tenn Converting Company is a manufacturer and is required to pay machinery and tools tax on equipment used in the manufacturing process. Rock-Tenn Converting Company erroneously reported equipment which was not used in the manufacturing process for the aforementioned years. An audit of Rock-Tenn Converting Company was conducted and the refund amount is appropriate.

PRIOR ACTION(S):
November 24, 2009 Finance Committee

FISCAL IMPACT:
A reduction of $32,621 from the General Fund Reserve for Contingencies and an annual loss of approximately $4,300 from FY 2010 forward will occur as a result of this correction.

CONTACT(S):
Mitchell W Nuckles, Commissioner of the Revenue, 455-3871

ATTACHMENT(S):
Resolution
Statement of Review and Approval by the City Attorney

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED That the FY 2010 General Fund budget is amended and $36,621 is appropriated with resources from the General Fund Reserve for Contingencies to refund an overpayment of erroneously paid machinery and tools tax by Rock-Tenn Converting Company for the calendar years 2006, 2007, and 2008.

Introduced: Adopted:

Certified: ______________________________
Clerk of Council

151L

Approval of Refund:

As required by Section 58.1-3981 of the Code of Virginia, the proposed refund of erroneously paid business license tax to Westminster Canterbury of Lynchburg, Inc. for the calendar years 2006, 2007, 2008, and 2009 has been reviewed and approved by the City Attorney.

11/16/09
Date

Walter C. Erwin
Walter C. Erwin, City Attorney

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **December 8, 2009** AGENDA ITEM NO.: 14

CONSENT: **X** REGULAR: WORK SESSION: CLOSED SESSION: (Confidential)

ACTION: **X** INFORMATION:

ITEM TITLE: **Business License Tax Refund for Watts Petroleum Corp**

RECOMMENDATION:
Adopt a resolution to amend the FY 2010 General Fund budget and appropriate $39,710 with resources from the General Fund Reserve for Contingencies to refund an overpayment of erroneously paid business license taxes by Watts Petroleum Corp. for calendar years 2006 and 2007.

SUMMARY:
Watts Petroleum Corp. erroneously overpaid its business license taxes for calendar years 2006 and 2007. Watts Petroleum Corp. is in the business of selling gasoline at wholesale to local gas retailers. A wholesale business license is necessary for all wholesale sales which are shipped from a facility within the City of Lynchburg. Watts Petroleum Corp erroneously obtained a business license for sales which were shipped from another locality. An audit of Watts Petroleum Corp. was conducted and the refund amount is appropriate.

PRIOR ACTION(S):
November 24, 2009 Finance Committee

FISCAL IMPACT:
A reduction of $39,710 from the General Fund Reserve for Contingencies will occur as a result of this correction. No future loss in business license revenue needs to be reflected because this adjustment was already incorporated in the current year projections.

CONTACT(S):
Mitchell W Nuckles, Commissioner of the Revenue, 455-3871

ATTACHMENT(S):
Resolution
Statement of Review and Approval by the City Attorney.

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED That the FY 2010 General Fund budget is amended and $39,710 is appropriated with resources from the General Fund Reserve for Contingencies to refund an overpayment of erroneously paid business license taxes by Watts Petroleum Corp. for the calendar years 2006 and 2007.

Introduced: Adopted:

Certified: ______________________________
Clerk of Council

155L

Approval of Refund:

As required by Section 58.1-3981 of the Code of Virginia, the proposed refund of erroneously paid machinery and tools tax to Parker Hannifin Corp. for the calendar years 2006, 2007, and 2008 has been reviewed and approved by the City Attorney.

11/16/09
Date

Walter C. Erwin
Walter C. Erwin, City Attorney

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **December 8, 2009** AGENDA ITEM NO.: 15

CONSENT: **X** REGULAR: WORK SESSION: CLOSED SESSION: (Confidential)

ACTION: **X** INFORMATION:

ITEM TITLE: **Business License Tax Refund for Westminster Canterbury of Lynchburg Inc**

RECOMMENDATION:
Adopt a resolution to amend the FY 2010 General Fund budget and appropriate $91,856 with resources from the General Fund Reserve for Contingencies to refund an overpayment of erroneously paid business license tax by Westminster Canterbury of Lynchburg, Inc. for calendar years 2006, 2007, 2008, and 2009.

SUMMARY:
Code of Virginia §58.1-3703 exempts charitable nonprofit organizations from the business license tax provided the organization is exempt under Internal Revenue Code 501(c)(3). A review of documentation from Westminster Canterbury of Lynchburg, Inc. revealed that the organization is exempt under Internal Revenue Code 501(c)(3) and therefore exempt from the business license tax.

PRIOR ACTION(S):
November 24, 2009 Finance Committee

FISCAL IMPACT:
A reduction of $91,856 from the General Fund Reserve for Contingencies and an annual loss of approximately $20,000 from FY 2010 forward will occur as a result of this correction.

CONTACT(S):
Mitchell W. Nuckles, Commissioner of the Revenue 455-3871

ATTACHMENT(S):
Resolution
Statement of Review and Approval by the City Attorney.

REVIEWED BY: lkp

RESOLUTION:

BE IT RESOLVED That the FY 2010 General Fund budget is amended and $91,856 is appropriated with resources from the General Fund Reserve for Contingencies to refund an overpayment of erroneously paid business license taxes by Westminster Canterbury of Lynchburg, Inc. for the calendar years 2006, 2007, 2008, and 2009.

Introduced: Adopted:

Certified: ______________________________
Clerk of Council

150L

Approval of Refund:

As required by Section 58.1-3981 of the Code of Virginia, the proposed refund of erroneously paid business license tax to Watts Petroleum Corp. for the calendar years 2006 and 2007 has been reviewed and approved by the City Attorney.

11/16/09
Date

Walter C. Erwin
Walter C. Erwin, City Attorney

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **December 8, 2009** AGENDA ITEM NO.: 16

CONSENT: REGULAR: **X** CLOSED SESSION: (Confidential)

ACTION: **X** INFORMATION:

ITEM TITLE: **Proposal to Amend the Boundaries of Enterprise Zone #2**

RECOMMENDATION: Adopt a resolution to amend Virginia Enterprise Zone # 2 to encompass the area as delineated and as described on a map entitled “City of Lynchburg, Virginia, Enterprise Zone # 2 Amendments”, contingent upon approval by the Commonwealth of Virginia, Department of Housing and Community Development.

SUMMARY: Lynchburg has two enterprise zones identified by the state as # 2 and #46. Both zones were established by the state and provide incentives for businesses to locate, or to expand, thus stimulating economic development within the designated areas. Although the benefits of enterprise zone designation have changed over the years, two primary benefits remain; job creation and capital improvement grants.

Enterprise Zone #2 has existed since 1984 and its current boundaries encompass primarily downtown, with an extension to the Carroll Avenue industrial area and the midtown area to Oakley Avenue. The boundaries are eligible for amendment upon approval of City Council and the Virginia Department of Housing and Community Development. Under the state’s regulations the zone size is limited to 7% of the locality’s total land area and as much as 15% of an existing zone may be deleted (with an equal area then added) in a given year.

For sometime there has been an interest in amending the boundaries of Enterprise Zone #2 to take in more of Odd Fellows Road and Mayflower Drive area, in particular, many of the large manufacturing businesses in the area. Because of the limit on the size of the enterprise zone, taking in new areas requires that the zone designation be lifted from other areas where it is of little utility. The areas proposed for deletion from the zone are primarily residential where zone designation provides no benefit. In order to accomplish this amendment, City Council is required to conduct a public hearing and to consider adopting a resolution in support of the proposed revision to the zone boundaries. Property owners in the areas to be deleted by the proposed amendment have also been notified.

Enterprise zone designation has no impact on land use regulation.

PRIOR ACTION(S): None

FISCAL IMPACT: None

CONTACT(S): Marjette Upshur, 434-455-4490

ATTACHMENT(S): Resolution; Map showing existing zone, proposed deletion, and proposed expansion; Legal Map

REVIEWED BY: lkp

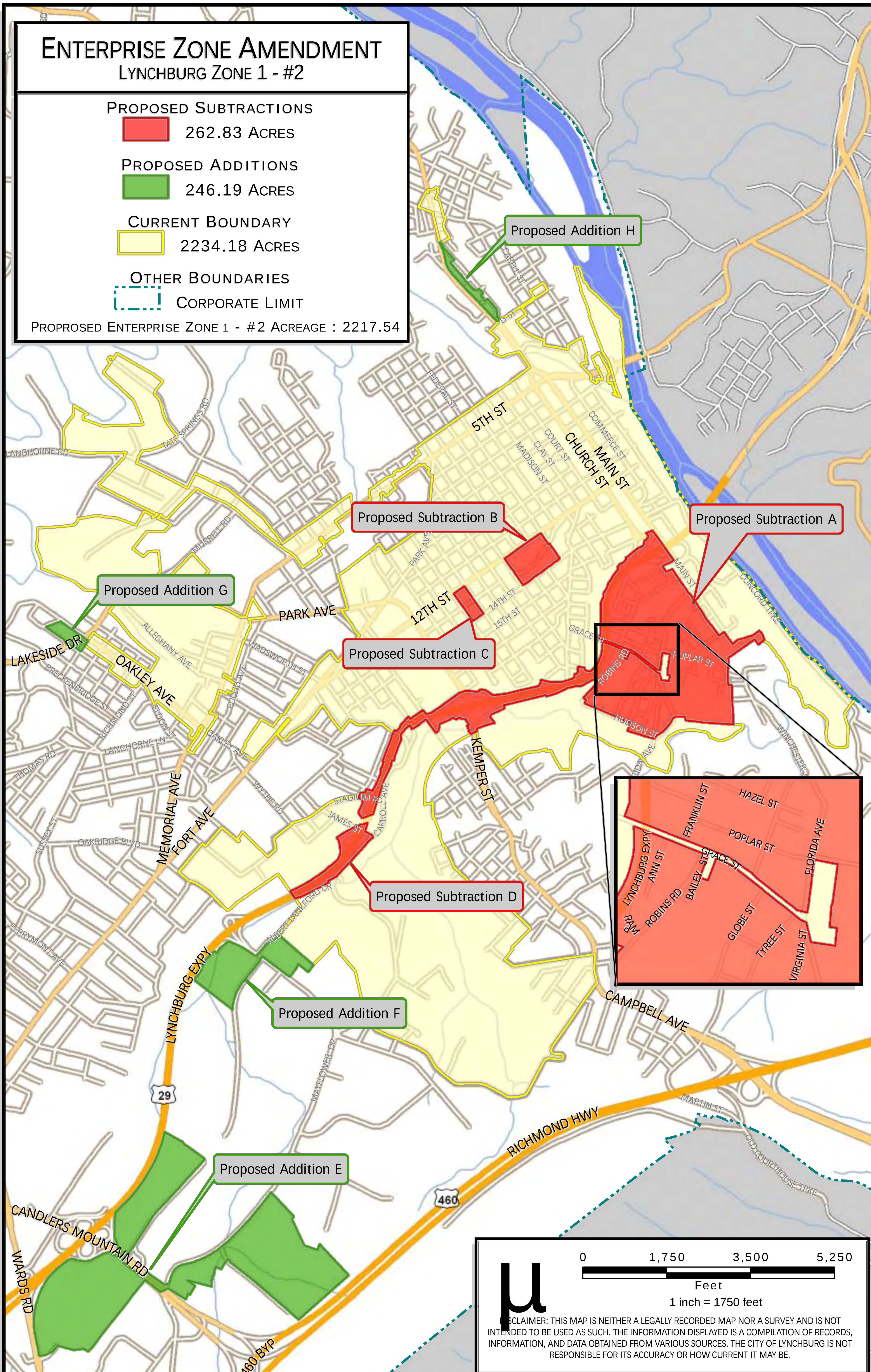
Resolution:

BE IT RESOLVED That the Lynchburg City Council endorses the removal of Subtraction Areas “A, B & C” from the City of Lynchburg, Virginia Enterprise Zone #2 and the addition of Areas “D, E & F” to the City of Lynchburg, Virginia Enterprise Zone #2 as shown on the map entitled City of Lynchburg, Virginia Enterprise Zone #2 and as shown in on the Legal Map.

Adopted:

Certified: ______________________________
Clerk of Council

156L


ENTERPRISE ZONE AMENDMENT
LYNCHBURG ZONE 1 - #2
PROPOSED SUBTRACTIONS
262.83 ACRES
PROPOSED ADDITIONS
246.19 ACRES
CURRENT BOUNDARY
2234.18 ACRES
OTHER BOUNDARIES
CORPORATE LIMIT
PROPROSED ENTERPRISE ZONE 1 - #2 ACREAGE : 2217.54
Proposed Addition H
Proposed Subtraction A
Proposed Subtraction B
Proposed Subtraction C
Proposed Subtraction D
Proposed Addition G
Proposed Addition F
Proposed Addition E
5TH ST
MAIN ST
CHURCH ST
COMMERCE ST
COURT ST
CLAY ST
MADISON ST
FEDERAL ST
CABELL ST
12TH ST
14TH ST
15TH ST
PARK AVE
GRACE ST
ROBINS RD
POPLAR ST
HUDSON ST
CONCORD TPKE
WINCHESTER
KEMPER ST
STADIUM RD
JAMES ST
CARROLL AVE
ALBERT LANKFORD DR
TATE SPRINGS RD
LANGHORNE RD
MURRELL RD
ALLEGHANY AVE
WADSWORTH ST
EUCLID AVE
OAKLEY AVE
LAKESIDE DR
BRECKENRIDGE ST
RICHMOND ST
LANGHORNE LN
THOMAS RD
SUSSEX ST
OAKRIDGE BLVD
MEMORIAL AVE
FORT AVE
WYTHE RD
PERRYMONT AVE
LYNCHBURG EXPY
MAYFLOWER DR
CAMPBELL AVE
MARTIN ST
RICHMOND HWY
OLD COURTHOUSE TPKE
CANDLERS MOUNTAIN RD
WARDS RD
460 BYP
29
460
HAZEL ST
FRANKLIN ST
FLORIDA AVE
ANN ST
BAILEY ST
GLOBE ST
TYREE ST
VIRGINIA ST
RAM
0
1,750
3,500
5,250
Feet
1 inch = 1750 feet
DISCLAIMER: THIS MAP IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS SUCH. THE INFORMATION DISPLAYED IS A COMPILATION OF RECORDS, INFORMATION, AND DATA OBTAINED FROM VARIOUS SOURCES. THE CITY OF LYNCHBURG IS NOT RESPONSIBLE FOR ITS ACCURACY OR HOW CURRENT IT MAY BE.

Lynchburg Area Center for Independent Living

Serving people with cross-disabilities since 1998

November 18, 2009

Pat Kost
Clerk of City Council
City Hall

AGENDA ITEM #_12_

Ms. Kost,

This is in regard to local public transportation as it relates to City Election Day on Tuesday, May 4, 2010 and subsequent election days.

The Lynchburg Area Center for Independent Living (LACIL) seeks to ensure that all residents of Lynchburg who are registered voters have ample opportunity to cast a ballot for the City's elected leaders.

As such, the Board of Directors of LACIL is requesting that all persons accessing the Greater Lynchburg Transit Company's public transportation system on May 4, 2010 be allowed free fare (see attached resolution). This request is not without precedent as GLTC has in the past had free ridership days.

It is respectfully requested that this item be placed on the City Council's agenda for Tuesday, December 8, 2009 under citizens' request to speak.

LACIL founded in 1998 is a charitable (501 c 3) non-profit Virginia corporation whose business office is located in the City of Lynchburg. LACIL's mission in keeping with provisions of the Code of Virginia (51.5-23, 24, 25) collectively encourages inclusion of all persons with disabilities in living in the local community.

In keeping with the perspective of inclusion, LACIL proposes to designate Rhonda Adkins, LACIL Board Member and Veronica Watson Callaham, LACIL Financial Director (both are City residents) as representatives to speak on behalf of the organization on December 8th during councils' regular session.

Thank you for your time, attention and consideration in this matter. Please advise regarding confirmation of receipt of this request or if Council needs additional information.

Sincerely,

Phil Theisen

Phil Theisen
Executive Director

NOV 18 2009

Attachment

Copies: Mayor Joan Foster
GLTC Board of Directors

500 Alleghany Ave., Suite 520, Lynchburg, VA 24501 Phone: 434-528-4971 Fax: 434-528-4976 TTY: 434-528-4972

www.lacil.org

Lynchburg Area Center for Independent Living

Serving people with cross-disabilities since 1998

November 18, 2009

Resolution unanimously passed by the Board of Directors

WHEREAS, the mission of the Lynchburg Area Center for Independent Living (LACIL) is to promote independent living, self-determination, and equal access for disadvantaged and, especially, disabled citizens; and,

WHEREAS, LACIL has demonstrated success in assisting individuals with significant disabilities to enter into the mainstream of our area's civic and economic life; and,

WHEREAS, enhancing the lives of people with disabilities in the City of Lynchburg and throughout Region 2000 (i.e. Amherst, Appomattox, Bedford, Campbell Counties and the Cities of Lynchburg and Bedford) is rightly a primary aspect of LACIL's mission and responsibilities; and,

WHEREAS, LACIL in November 1998 became one (1) of sixteen (16) Centers for Independent Living (CIL) operating within the Commonwealth of Virginia, created under provisions of the Code of Virginia; and,

WHEREAS, LACIL believes that all residents of the City of Lynchburg should be encouraged to exercise a basic civic responsibility of citizenship – that of access to polling places and casting a ballot for elected leaders; therefore, be it

RESOLVED, by the LACIL Board of Directors, that the Center's executive director be authorized to contact Lynchburg City Council and the Board of Directors of the Greater Lynchburg Transit Company (GLTC) with the request that the City allow all residents to ride GLTC buses free of charge on Tuesday, May 4, 2010 (i.e. City Election Day) and subsequent elections. As well, this is to include GLTC's para-transit service taking pre-registered persons with disabilities to and from polling places

RESOLVED FURTHER, that a copy of this Resolution be made available to Lynchburg City Council and the GLTC Board of Directors who are able to assist in the objective.

500 Alleghany Ave., Suite 520, Lynchburg, VA 24501 Phone: 434-528-4971 Fax: 434-528-4976 TTY: 434-528-4972

www.lacil.org

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **December 8, 2009**		AGENDA ITEM NO.: 19
CONSENT:	REGULAR: **X**	CLOSED SESSION: (Confidential)
ACTION: **X**	INFORMATION:	

ITEM TITLE: **Naming of the Aubrey Barbour Education Center and Park**

RECOMMENDATION: Adopt a resolution to name the new addition at the Yoder Center the "Aubrey Barbour Education Center" and the park at the center as the "Aubrey Barbour Park."

SUMMARY: The addition to the Yoder Center, a project of the City, Saint John's Episcopal Church and Tinbridge Hill Neighborhood Association is nearing completion. The addition includes a new arts/crafts room, offices, computer and study room and storage. Included in the project is a kitchen renovation. Also under development is a plan to improve the park at the center. The park plan includes correcting the drainage problems; improving parking, the landscaping, fencing, basketball court and other park amenities. The long range goal is to create a well designed and maintained public space that serves as a park for the Tinbridge neighborhood.

Parks and Recreation received a naming application from the Friends of Tinbridge Hill to name the new addition and existing park in honor of Mr. Aubrey Barbour, life-long resident and community leader of the Tinbridge Hill neighborhood. The Friends of Tinbridge Hill is a consortium of non-profits, churches and individuals working in partnerships with the Tinbridge neighborhood to make physical and social improvements. This application has been favorably approved by the Departments of Parks and Recreation, Community Planning and Development and Public Works. Staff recommends that Council approve a resolution officially naming the new addition the "Aubrey Barbour Education Center" and the park as the "Aubrey Barbour Park".

PRIOR ACTION(S): None

FISCAL IMPACT: None

CONTACT(S):
Kay Frazier, 455-5858
Andrew Reeder, 455-5876

ATTACHMENT(S):
Naming Policy
Naming Application
Letters of Support
Resolution

REVIEWED BY: lkp

Resolution

BE IT RESOLVED that the new addition at the Yoder Center be named the “Aubrey Barbour Education Center” and the existing park be named the “Aubrey Barbour Park”.

Adopted:

Certified: ______________________________
Clerk of Council

157L

NAMING OF CITY OWNED PROPERTIES, FACILITIES, STREETS & STRUCTURES
APPLICATION FORM

1. Applicants General Information

Name: Jane B. White

Date: 11/20/09

Address: 1616 Langhorne Road

State: VA

Zip Code: 24503

Telephone: (434) 384-3132

Does the Applicant Represent an Organization? X Yes ☐ No

If Yes, Name of Organization: Friends of Tinbridge Hill

2. Facility Information

☐ Name of City of Lynchburg Facility: Biggers Playlot	☐ Fire Station	☐ Sandusky Park
☐ Blackwater Creek Athletic Area	☐ Fleet Services	☐ Younger Park
☐ Blackwater Creek Natural Area	☐ Fort Avenue Playlot	☐ Westover Playlot
☐ Buildings & Grounds Facility	☐ Grove Street Facility	X **Yoder Community Center**
☐ Chambersville Playlot	☐ Gateway	☐ Other
☐ City Hall	☐ Heritage Park	☐ The Merritt Hutchinson Stadium
☐ City Market	☐ High School	☐ Middle School
☐ College Hill Community Center	☐ Human Services	☐ Miller Park
☐ College Park	☐ Jackson Heights Community Center	☐ Open Space
☐ Daniels Hill Community Center	☐ Jefferson Park	☐ Peaks View Park
☐ Diamond Hill Community Center	☐ Jefferson Park Community Center	☐ Percival's Island Natural Area
☐ Elementary School	☐ Kemper Street Station/Facilities	☐ Perrymont Park
☐ Fairview Community Center	☐ Riverside Park	☐ Perrymont Park
	☐ Retention/Retaining Pond	☐ Police Station
		☐ Public Services

3. Nature of Naming Opportunity:

X Park	☐ Building	☐ Entrance
☐ Athletic Field	☐ Trail	☐ Aquatic Facility
☐ Community Center	☐ Bridge	☐ Interpretive Feature
☐ Tennis Facility	☐ Overlook	X Other
☐ Playground	☐ Park Structure	
☐ Street	☐ Landscape Bed	

Explain Other:
New room addition and park of the Yoder Center

4. Renaming Opportunity (Street)

☐ Yes ☐ No Current Name: ________________

No. of Residents on Street: ____________ Percentage In Favor: ______________

Petition Submitted: ☐ Yes ☐ No

5. Exact Location (if necessary):

____

6. **Proposed Name of Facility:**

Aubrey Barbour Education Center and Aubrey Barbour Park

(Print the Name)

7. **Naming Justification:**

☐ Geographical Feature	☐ Ecological Feature	X Significant Contribution
☐ Historical Feature	☐ Monetary Gift	☐ Land Gift
☐ Cultural	☐ Other	

- Please note: See above policies for the definition of Significant Contributions.

✧✧✧✧✧✧✧✧✧✧✧✧

Please Explain Justification (Attach Additional Information If Necessary):

See Attachments

8. **City of Lynchburg Comments:**

Reviewed By: Ronnie Spencer

Acting Director, Department of Community Planning & Development

X Recommended ☐ Not Recommended

Date: 11/23/09

Comments:

✧✧✧✧✧✧✧✧✧✧✧

Reviewed By: Kay Frazier

Director, Department of Parks & Recreation

X Recommended ☐ Not Recommended

Date: 11/23/09

Comments:

✧✧✧✧✧✧✧✧✧✧✧

Reviewed By: Dal a lr

Director, Department of Public Works

X Recommended ☐ Not Recommended

Date: 11/23/09

Comments:

Courtesy Copies Sent To:

☐ City Attorney's Office

☐ City Managers Office

☐ Other

City Council Review Date 12/08/09

Naming Opportunity Status:

☐ Approved ☐ Disapproved ☐ Tabled

Additional Comments:

NATURE OF NAMING OPPORTUNITY:

The Yoder Community Center serves the residents of the Tinbridge Hill Neighborhood through the City of Lynchburg Department of Parks and Recreation. The modest structure, a "remnant" of the Yoder Elementary School for African American students, is currently undergoing long-overdue renovation and a four room addition which is slated for completion in late December 2009.

At the same time the building improvements are being made, corrections to the deteriorated playground and parking lot are planned for the near future. Particular attention is needed for the major drainage problems inherent in this challenging terrain, as well as the addition of basic enhancements both horticultural and structural.

This proposal supports the naming of the playground property on which Yoder sits to become the Aubrey Barbour Park. It further supports the proposal to designate the four-room addition on the Yoder Community Center to be the Aubrey Barbour Education Center.

NAMING JUSTIFICATION: SIGNIFICANT CONTRIBUTION

This proposal to honor Aubrey "Chub" Barbour is made on behalf of a grateful citizenry to recognize his near half century of service to the Lynchburg Department of Parks and Recreation, his Tinbridge Hill community, and his city.

Unofficially dubbed the "Mayor of Tinbridge Hill," Chub was born and raised there, married his beloved Helen 48 years ago, and raised their five children there. But he also was a "father" to thousands of children who were served through Lynchburg Parks and Recreation during his 40+ years of service to that Department. Over twenty of those years, Chub has been the leader at the Yoder Community Center, Second and Jackson Streers, only one block away from his Polk Street home.

Taking a personal interest in the welfare and development of the kids under his care has involved discipline and praise, as well as exposure to enrichment opportunities and public service training. Always their advocate and supporter, he has served both adults and children as generations of families have moved through his Tinbridge Hill neighborhood.

Chub has seen it all. He remembers the earlier years when Tinbridge Hill was a close knit neighborhood of families caring for each other. Later he saw that neighborhood decline as new influences and undesirable activities moved in. Crime and fear overcame the earlier safety and security and finally he could watch it no longer.

In 1991 Chub established the Tinbridge Hill Neighborhood Watch, and in 1993 he became President of the newly formed Tinbridge Hill Neighborhood Council, Inc. Both of these organizations have as their mission to provide a safe, clean, violence-free neighborhood. In these leadership roles, he has been tireless in his efforts to involve the entire community as they worked together toward these goals.

It is impossible to define the difference between Chub's work as Recreation Leader for the Yoder Community Center and his leadership role as President of Tinbridge Hill Neighborhood Council, Inc. Both roles merge together because Chub is always the same, regardless of where he is and what he's doing. On a daily basis, he truly lives his ideals. The Yoder Center is his home away from home. This is the center of his work-day, his work-night, and all community activities.

One aspect of his work that has received national recognition has been the regular "drug marches" in which he leads children and adults on a mile long walk on an ever-changing route through known drug trafficking spots. Speaking through a bullhorn directly to the offenders, he urges the offenders to get out, and the neighbors to get involved in the fight to take back their neighborhood. Even though there is always a police escort, there are many dangers inherent in his crime fight, but Chub long ago determined the risks were worth taking to achieve the all-important goal.

Chub is the first to acknowledge the partners he has gathered along the way. In addition to his family members, Parks and Recreation co-leaders, and faithful neighbors, a number of churches and civic groups have come together to support his work. Chub's leadership has been sought beyond Tinbridge Hill as well, by the Boards of Directors of such groups as the Lynchburg Neighborhood Development Foundation, the Johnson Health Center, and the Old City Cemetery.

Chub's work has been recognized many times by prestigious awards both local and national, citing his dedication, loyalty, devotion to service, and always going above and beyond the call of duty. (See attached list which was saved from Chub's 70th birthday celebration in 2008, hosted by his family.) His predictable response would always be "Together we *are* making a difference."

The opportunity to dedicate and name the new educational space in the Yoder Community Center as the A*ubrey Barbour Education Center* is merely an extension and affirmation of the quality of his daily work. In addition, the larger, more visible two acre playground on which Yoder sits is soon to be improved and enhanced. The naming of this site as *Aubrey Barbour Park* is a clear acknowledgement of appreciation to an exemplary citizen for his lifetime of dedicated service to our community, and a promise of better things to come.

Thank you, Aubrey "Chub" Barbour, for a job well done!

THE ATTACHED BIOGRAPHY WAS PREPARED BY THE BARBOUR FAMILY ON THE OCCASION OF THE SURPRISE CELEBRATION OF AUBREY BARBOUR'S 70TH BIRTHDAY IN MARCH 2008.

BIOGRAPHY

THE BEGINNING:

Aubrey Lee Barbour, Sr. AKA "Chub" was born on March 9, 1938 to the late Elder Theodore and Gertrude Barbour. He is brother to Overton Barbour "Buster" of Indiana; Virginia Barbour "Jenny" of Baltimore, Maryland; the late Theodore Barbour, Jr.; Melvin Barbour "Vin" of Lynchburg, Virginia; Dorothy Stanley "Sister" of Lynchburg, Virginia; Hattie Mae Hicks of Forest, Virginia; and Robert Barbour "George/Chrissy" of Lynchburg, Virginia.

EDUCATION:

Aubrey attended Yoder School until the 8th grade.
He graduated from Dunbar High School in 1958 where he was a member of the choir and football team.

HIS FAMILY:

Aubrey married Helen Davis on January 24, 1962. From this union, five children were born: Freddie Barbour, Sr. (Emma), Diane Sandidge (Keith), Arnetta Robinson (Chris), Aubrey Barbour, Jr. and Malisa Barbour.
Grandchildren include Cherra Barbour, Freddie Barbour, Jr., Revee Barbour; Keith Sandidge, Jr.; Demarcusnez Sandidge; Christopher Robinson; Teara Robinson; Shawndricka Wilkerson; Lacree Barbour and Tyrese Barbour.
Great Grandchild, Tayten Delorn Smith.

HIS LIFE:

In high school, he was a member of a band called "The Shades". After high school, he worked at the garment factory and H. A. Peanut Factory. Aubrey had aspirations of becoming a mortician however, his mother wanted him to pursue a different career path, therefore, he gave up his dream of becoming a mortician to honor and respect his mother's wishes. During his early working years, he was the lead singer for "The Twisters" and the "Rockin' Rhythms." He was also the assistant manager of "The Rockin' Rhythms" and upon the sudden demise of manager Donald "George" Williams he became the manager for the "Rockin' Rhythms". When the singing group, The Flamingo's, needed a lead singer, Aubrey was the singer they would call upon.

Aubrey retired from singing in 1972 and became employed by Aerofin Corporation and Lynchburg Parks and Recreation. He has been employed with Lynchburg Parks and Recreation for 41 years. He was also an insurance agent with Virginia Mutual.

Although, he accepted Christ at an early age, his devotional journey with his Lord and Savior began with his baptismal cleansing on August 15th 1993 by Bishop Manning. He now serves as a devoted member of Spotswood Chapel Holiness Church, under the pastoral leadership of Bishop Alon Coleman, where he is a Deacon.

Aubrey currently devotes his life to serving his community. He is President of the Tinbridge Hill Neighborhood Council, Inc. and Tinbridge Hill Neighborhood Watch. Throughout his presidency, he, along with faithful community members, has improved the Tinbridge Hill community immensely. Aubrey and the Tinbridge Hill community have an excellent partnership with St. John's Episcopal Church, whom has been a blessing to the community. Aubrey has also found a faithful and devoted friend in Jane White.

Aubrey will continue on his journey, a journey of striving to make a difference. This journey will include serving the Lord, his family, and his community. He will continue to let his light shine, so that he may be a blessing to others.

Aubrey Lee Barbour, Sr., husband, father, grandfather, brother, uncle, friend and Christian!

HIS ACCOMPLISHMENTS:

"My two biggest accomplishments are my family and dedicating my services to Parks and Recreation (Yoder Center) and the Tinbridge Hill Community"

I. <u>An Advocate for Non-Violence:</u>
- A). Became President of the Tinbridge Hill Neighborhood Watch in 1991
- B). Became President of the Tinbridge Hill Neighborhood Council, Inc. in 1993
- C). Appeared in several articles from News and Advance promoting a drug and gang free neighborhood within the Tinbridge Hill Community
- D). Organized numerous anti-drug marches to rid the Tinbridge Hill streets from drugs and violence

II. <u>An Environmentalist:</u>
- A). Youth from the Tinbridge Hill Neighborhood Youth Incentive Program adopted several streets within the Tinbridge Hill Community to promote a cleaner and safer neighborhood
- B). Manage and cultivate (3) community gardens

III. <u>Awards:</u>
- A). (2) Mayor Excellence Awards
- B). FBI Department of Justice Director's Community Leadership Award
- C). The National Conference of Christians and Jews Humanitarian Award
- D). Law Day Liberty Bell Award
- E). Southwestern Regional Crime Prevention Association Citizenship Award
- F). Lynchburg Branch NAACP Citizens Achievement Award
- G). Community Champion Award
- H). The Legacy Project Outstanding Community Service Award
- I). Received multiple awards from Lynchburg Parks and Recreation for loyalty, dedication, devoted services and going above and beyond the call of duty.

IV. <u>Board of Directors:</u>
- A). Lynchburg Neighborhood Development Foundation
- B). Lynchburg Community Loan Fund
- C). Lynchburg Old City Cemetery
- D). Johnson Health Center

V. <u>Recognitions:</u>

A). Received recognition from Senator Charles S. Robb for dedication and leadership

B). Received recognition from President George and 1st lady Laura Bush for conservation and environmentalism

Aubrey Barbour Receives Citation

Aubrey Barbour

Aubrey Bourber, a long time local community activist was cited on Tuesday, April 9, by the Southwest Regional Crime Prevention Association at the Holiday Inn in Salem, Virginia.

Barbour, a recreation leader at the Yoder Recreation Center on Jackson Street in Lynchburg, is best known for his efforts to keep his community well kept, and for rallying the neighborhood for a crime free environment. He has led numerous citizen rallies to keep the streets free of drugs, and to keep the youth of the streets an into a safe environment.

The citation was for his "significant accomplishments in promoting the furtherance of crime prevention in Southwest Virginia."

MAY THE WORK I'VE DONE, SPEAK FOR ME!

TOM BURFORD
2717 Rivermont Avenue
Lynchburg, Virginia 24574
434-845-6074
burford@msn.com
appleprofessor@verizon.net

November 23, 2009

Letter of Recognition
of
Aubrey "Chub" Barbour

For more than a decade Aubrey "Chub" Barbour and I have served together on the board of directors of the Southern Memorial Association, the non-profit organization that manages the Old City Cemetery.

As the undesignated Tinbridge Hill representative and spokesman on the board, Chub was the conduit for forming the strong alliance that exist today between the neighborhood and the SMA. Because of him so many barriers have been torn down, communications developed and new friendships made.

Chub makes a remarkable positive impact not only at board meetings but I have had the pleasure of being with him in his beloved Tinbridge neighborhood, particularly at the garden and orchard sites, and young and elder look to him for guidance and the pleasure of his company. Once I had the thought on watching him with a group of teenagers that he is a Santa Claus with a stern and warning look when needed. And he indeed has brought so many gifts to Tinbridge.

Often people with the role model image, deep religious convictions and daily dedication for helping others are never recognized. Now is an opportunity to establish a place of identification coupled with the Yoder Center for one of Lynchburg's most worthy citizens and one that I am proud to call friend.

Very truly yours,

Tom Burford

November 24, 2009

To Whom It Concerns:

I enthusiastically endorse the proposal presented by Mrs. Jane B. White to name the exterior of the Yoder Playground the "Aubrey Barbour Park" and the addition to the Yoder Community Center, the "Aubrey Barbour Education Center." Aubrey and I grew up in the neighborhood and attended Yoder Elementary School in the 1940's , sometimes in the same classroom. Later on in the 1950's , we both played football together at Dunbar High School and performed in singing groups. My wife, Vivian met Aubrey in the 1960's at which time she taught Aubrey's son at Yoder Elementary School. Aubrey and his family were very supportive at each school his children attended. He was active in the PTA and served as president for several years. I have been amazed and blessed as other members of the Yoder Community and citizens of the city of Lynchburg by Aubrey's enduring dedication and commitment to making the Yoder neighborhood a better place to live. Aubrey serves on a number of Boards and commissions and serves faithfully in his church. He is a good Samaritan and embodies what it really means to care about others. He is a lifelong friend, respected and admired by the Lynchburg community, by my family and friends.

Leslie M. Camm

Leslie M. Camm

603 Smyth Street

Lynchburg, Va. 24501

Johnson Health Center
320 Federal St. • Lynchburg, VA 24504-2306
Telephone: (434) 947-5967 • Fax: (434) 947-5971
E-mail: JHCvirginia@aol.com

VIRGINIA HEALTH CARE FOUNDATION

John Sniezek, *Chief Executive Officer* | Dr. Peter W. Houck, *Medical Director* | Deborah M. Leake, CPA, *Chief Financial Officer* | Gilliam Cobbs, *Chairman of the Board*

11-24-09

Kay Frazier
Director of Parks & Rec.
The Miller Center
3012 Grove St.
Lynchburg, VA 24501

Dear Ms. Frazier,

It seems fitting to me that naming the playground at the Yoder center for Chub Barbour and also that the addition to be named the Aubrey Barbour Education Center. Chub is a devoted servant of his neighborhood, and especially providing programs at the Center for neighborhood children through the years. Such programs have prevented crime, drugs and early teen pregnancy. Chub has devoted his life to doing that and these two designations will be his legacy.

Sincerely,

Peter Houck

Peter W. Houck, M. D.

Family Alliance

Child Abuse Prevention • Child Care Resource Center • Credit Counseling
The Counseling Center • Healthy Families Central Virginia • Partners in Prevention
Partnership for the Prevention of Substance Abuse • Resource Mothers • Teen Parent Program
Ways to Work / Vehicles for Change • Youth Works

November 23, 2009

Members of City Council
City Hall
Lynchburg, Virginia

Re: Aubrey "Chub" Barbour

Dear Members of City Council:

It is with deep appreciation, respect and admiration for Chub Barbour that I request your consideration of a proposal submitted by Jane White to name the playground at the Yoder Center, "Aubrey Barbour Park". Chub has touched the lives of hundreds of children over the course of his career and service to the community.

In addition, I request the naming of the new building addition at the Yoder Center, the "Aubrey Barbour Education Center".

Despite his years of paid service to the City, he has put in countless additional volunteer hours and deserves this recognition, especially since he is held in such high regard in Tinbridge Hill. Chub is often referred as the "Mayor" of Tinbridge Hill.

Thank you for your consideration of this request.

Thank you,

Tom Prest, CEO
Family Alliance of Central Virginia

Virginia Cooperative Extension
A partnership of Virginia Tech and Virginia State University

VirginiaTech
College of Agriculture and Life Sciences

School of Agriculture
Virginia State University

Lynchburg City Office
301 Grove Street
Lynchburg, VA 24501-2286
434-455-3740 FAX:434-847-1682
dodavis2@vt.edu

November 24, 2009

Ms. Kay Frazier, Director
Lynchburg Parks and Recreation
301 Grove Street
Lynchburg, VA 24501

Dear Kay:

Having worked with Aubrey 'Chub' Barbour for several years in one of his community gardens, I have witnessed his dedication to the children and adults of the Tinbridge Hill area on many occasions.

I am therefore pleased to support the proposal to name the new addition to the Yoder Center and the adjacent park in his honor.

Thank you.

Sincerely,

Don Davis

Donald J. Davis
Extension Agent

jmb

Mary L. Hutcherson
Fifth Street Baptist Church
1009 Fifth Street
Lynchburg, VA 24504
(434) 426-4673

November 28, 2009

Kay Frazier, Director of Parks and Recreation
The Miller Center
301 Grove Street
Lynchburg, VA 24501

Dear Ms. Frazier:

As representative of the Fifth Street Baptist Church on The Friends of Tinbridge Hill Committee, I am submitting this letter on behalf of Aubrey (Chub) Barbour. I am in favor of the Yoder Community Center being named Aubrey Barbour Park as well as the Yoder Center addition being named The Aubrey Barbour Education Center.

I have known Chub well over 30 years as a former resident of Tinbridge Hill. Some of my family still resides there. I've also worked with Chub through the Weed and Seed Program. Not only does he work and live in Tinbridge Hill, he is dedicated to making Tinbridge Hill a safe community for its' residents. His works speak for him in creating the Tinbridge Hill Neighborhood Council, leading the drug marches throughout the neighborhood, the garden which he plants annually and *teaches the youth* to plant and care for it. Chub has helped many people overcome adversities, whether it be house repairs, a mentor for the youth, point person for available resources in the city, and the list goes on. Not only does Chub deserve this award, he ***EARNED*** it. I think the community, as well as Chub and his family, would be honored to have this legacy of the works of Aubrey Chub Barbour.

Please contact me at the above number for further information.

Sincerely,

Mary L. Hutcherson

Mary L. Hutcherson

Proposals to City Council Honoring Aubrey Barbour
Albert Kemper to: kay.frazier 11/30/2009 12:35 PM
Cc: janebaberwhite

Dear Kay,

Ten years or so ago, I had the honor of serving as the Chairman of the Outreach Committee at St. John's Episcopal Church. In that capacity, I helped establish a relationship between our Church and the Tinbridge Hill Community. This relationship (which continues to this day) resulted in my spending a substantial amount of time with Aubrey "Chub" Barbour, who was the President of the Tinbridge Neighborhood Council. This developed into my becoming a great supporter of Chub. I was very impressed with the commitment, devotion and leadership he provided Tinbridge Hill. I participated in many functions at the Yoder Center, I even took part in Chub's "anti-drugs marches".

It has come to my attention that Jane White is spearheading an initiative to recognize Chub for his many contributions to the Yoder Center and the Tinbridge Hill Neighborhood by requesting Lynchburg City Council to consider naming the new Yoder Center addition "The Aubrey Barbour Education Center". and to name the Yoder Center playground the "Aubrey Barbour Park".

As a former member of City Council and as a former Chairman of the St. John's Outreach Committee, I wholeheartedly support these recommendations and respectfully encourage City Council to implement these recommendations.

Sincerely,

s/AL

Albert S. Kemper, III
1304 Crenshaw Court
Lynchburg, VA 24503

ST. JOHN'S CHURCH
an Episcopal Parish of the Diocese of Southwestern Virginia

The Rev. Robert K. Marshall
Assistant to the Rector

November 23, 2009

The Rev. Robert K. Marshall
Assoc. Rector
St. John's Episcopal Church
200 Boston Avenue
Lynchburg, VA 24503

Members of City Council,

It is with great enthusiasm that I write to you endorsing the proposal to name the playground and new education addition to the Yoder Community Center in honor of Aubrey "Chub" Barbour. In addition, the St. John's Vestry, our governing body, voted unanimously to support this proposal as well.

St. John's has enjoyed a wonderful history of partnership with the Tinbridge Hill neighborhood, largely in part to Chub's incredible enthusiasm and leadership. It was through a renewal of that partnership that I met Chub about three years ago, and we immediately became great friends.

I have spent afternoons and evenings at the Yoder Center watching Chub interact with the neighborhood children, parents, council members, police, and others. He is well-loved by all who come into contact with him…and quite frankly, Chub ***IS*** the Yoder Center for so many folks.

Most recently Chub was proudly showing me the new addition to the center and after a brief period of us both enjoying the view Chub said, "This has always been my dream".

I don't know anyone who cares more deeply for the people of Tinbridge Hill. And so it is with whole-hearted passion that I urge you to pass this proposal to honor a man who has given his life to the people this education center and playground will serve for generations to come.

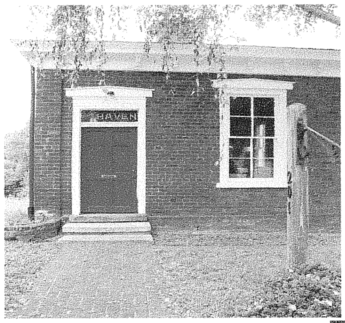
Blessings,

Robt K. Marshall+

the Rev. Robert K. Marshall+

a Stephen Ministry Church

200 Boston Avenue, Lynchburg, Virginia 24503-2734 • P.O. Box 3123, Lynchburg, Virginia 24503-0123
Telephone 434.528.1138 • *Fax* 434.528.1140 • *St. John's Day School* 434.846.1914
Email stjohns@stjohnslynchburg.org • *Website* www.stjohnslynchburg.org



The Haven, Inc.

201 Federal Street   P. O. Box 245   Lynchburg, VA 24505
Phone: 434.847.3093   Fax: 434.847.3093
thehaven@va.net

Ms. Kay Frazier
Director of Parks and Recreation
301 Grove Street
Lynchburg, VA 24501

November 30, 2009

Dear Ms. Frazier:

This letter is written in support of the proposal made by Jane White to name the playground on which the Yoder Community Center sits to be the Aubrey Barbour Park. It also is written in support Jane's proposal to name the addition within the Yoder Center to be the Aubrey Barbour Education Center.

Both of Jane's naming proposals were approved by the unanimous and enthusiastic vote of those board members present at the November 25, 2009, monthly meeting of the Board of Directors of The Haven, Inc. We know of no better or more appropriate way of honoring a true servant of the Tinbridge Hill neighborhood than by designating the playground and the addition to the Center in this way.

Our first contact with "Chub" came when he and a group of girls and boys were picking up trash, including that which had been thrown on our property. Those of us who have subsequently become better acquainted with "Chub" through The Haven's presence on Federal and Jackson Streets, and in particular through his devoted work with the Community Garden on our property, know what a deeply committed advocate he is for young people and for improving the Tinbridge Hill neighborhood. We deeply appreciate the opportunity to write in support of honoring him in this way.

Sincerely,

Vince Sawyer

L. Vincent Sawyer, Jr.

A POLICY FOR THE NAMING OF CITY OWNED PROPERTIES, FACILITIES, STREETS & STRUCTURES

The City of Lynchburg has a comprehensive program to safeguard City owned properties, facilities, and structures while satisfying the economic, recreation, and transportation needs of the community. It is important that suitable names be chosen for City Owned properties or facilities. The following guidelines shall serve as policy on this matter.

1. Requests to name or rename City owned properties, facilities, and structures shall be made in writing to the Department of Community Planning & Development, whereupon a Naming Request Application shall be transferred to the individual, organization, and/or corporation.

2. The person(s) who submitted the request shall provide background information into the rationale behind the request, including biographical information (if to be named after a person). Any letters from appropriate organizations and individuals, which provide evidence of substantial local support for the proposal, shall be submitted at that time.

3. All suggestions for the naming of City owned properties, facilities, streets & structures shall be submitted to the Director of the Department of Community Planning & Development (or their designee) for cursory review and distribution. Furthermore, the Director of Community Planning & Development shall forward all applications to the Director of the Department responsible for management/operation of that particular area, for initial acceptance or rejection, with a recommendation being transmitted to the City Council for approval.

4. As a general policy, City owned properties, facilities, streets & structures shall be named in accordance with geographical, cultural, historical, or ecological features indigenous to the site or to the immediate vicinity of the site. Facilities may be named for an individual or corporation under the following conditions:

- Where the individual or corporation has made a significant gift of land or money to the City, or
- For an individual, living or deceased, who has made a significant contribution to the City of Lynchburg.

5. Recreational facilities or designated areas within a park (i.e., trails, bridges, etc.) may be named for a corporation, organization, or an individual(s), living or deceased, who:

- Has made a significant contribution to the protection and/or enrichment of a natural, cultural, educational, or horticultural resources of the City of Lynchburg, or
- Has substantially contributed to the advancement of commensurate types of recreational opportunities within the City of Lynchburg, or
- Has made a significant contribution to the betterment of a specific park, consistent with currently accepted best management practices and standards for the individual property in question.

6. In support of this policy, nominations for naming of City owned properties, facilities, streets & structures shall be evaluated on the basis of the above criteria and upon appropriate documentation.

7. To request the renaming of a City street, by anyone other than the City, the procedure for naming or renaming any street within the city limits on or after the twenty-sixth day of July, 1977, shall be as provided in the City ordinance

8. All costs associated with the naming, including the cost of any recording necessary and the cost of signage shall be paid by the person(s), organization, and/or corporation submitting the request. This cost may be waived by the City Council.

9. As a general policy, a named facility will retain that name as long as it exists. However, if a name is designated for a facility associated with a specific activity and that activity is subsequently changed, the name may be applied to a similarly used facility, if possible, and if not, to another facility

10. Lynchburg City Council shall have the right to make decisions that support the best interests of the City of Lynchburg, and shall either approve or reject the recommendation.

Adopted by City Council June 2002

LYNCHBURG CITY COUNCIL
Agenda Item Summary

MEETING DATE: **December 8, 2009** AGENDA ITEM NO.: 20

CONSENT: REGULAR: **X** CLOSED SESSION: (Confidential)

ACTION: **X** INFORMATION:

ITEM TITLE: **Approval of an Option to Purchase the Former Armstrong School Property at 1721 Monsview Place**

RECOMMENDATION: Agree on terms and approve an option with Landmark Assets Services, Inc. to purchase the former Armstrong School property on Monsview Place. Simultaneously, authorize a public hearing on the sale of the property.

SUMMARY: Landmark Assets Services, Inc. has again offered to purchase the former Armstrong School and adjoining property for $500,000 with the intent to develop 60 affordable housing units under the Low Income Housing Tax Credit program through the Virginia Housing and Development Authority. They have agreed that the City would retain ownership of the athletic fields and would have continued access to the school gym. Landmark has applied for a rezoning of the property to enhance its score for the tax credits. The Planning Commission will hear the rezoning request on January 13, 2010 and Council is scheduled to hear the request on February 9. A public meeting to explain and discuss the development proposal is being planned for later this month.

As noted when the original option was approved, Council still has the ability to decline to sell the property after the required public hearing. In addition, Council is under no obligation to approve the rezoning request.

PRIOR ACTION(S): Council approved granting the original option on April 28, 2009.

FISCAL IMPACT: The City would receive real property tax revenue from the developed property which currently is not taxed.

CONTACT(S): Steve Lawson, Real Estate Manager, 455-3945; Lee Newland, Director of Engineering, 455-3947; Kimball Payne, 455-3990

ATTACHMENT(S): Letter of Intent, Option Agreement, Proposed Contract

REVIEWED BY: lkp

SARI & COMPANY
406 East Fourth Street, Winston-Salem, NC 27101
Telephone (336) 722-9871
Fax (336) 722-3603

November 27, 2009

VIA EMAIL DELIVERY

Mr Steve Lawson
City of Lynchburg Va
900 Church Street
Lynchburg, Va 24504

RE: Letter of Intent
Former Armstrong School of Monsview Rd (see attached exhibit A)

Steve:

Sari & Company and/or it's Assigns ("Buyer"), has interest in negotiating and entering into a formal contract (the "Contract") to purchase from the city of Lynchburg ("Seller"), the property located at the above referenced addresses ("Property").

The terms and conditions of this letter of interest are as follows:

1. **Purchase Price:**
   $500,000.00

2. **Terms of Payment:**
   Cash at Closing

3. **Earnest Money:**
   The Buyer will deliver and initial Earnest Money Deposit in the amount of Ten Dollars and Other Valuable Consideration ($10 & OVC) to be held by the city attorney in trust within five (5) business days following the execution of a mutually agreeable Contract. Such initial deposit shall become non-refundable following the expiration of the Option Agreement period for any reason but Seller default.

4. **Option Period:**
   Seller shall provide the Buyer with an Option period that runs through July 15, 2010 (4 months past the VHDA application date). If project is awarded 2010 VHDA Low Income Housing Tax Credits, Buyer will move immediately to close.

5. **Closing Date:**
   The closing of the purchase of the property ("Closing") shall take place within Ninety (90) days after the satisfaction of the Option period. Buyer may purchase an additional ninety (90) day's closing period; if necessary, by paying a Five Thousand Dollars and No/100 ($5,000.00) non-refundable deposit.

6. **Broker Representation:**

   Both parties acknowledge that no brokers have been involved in this transaction & no real estate broker charges shall be due

7. **Closing Costs:**

   Shall be prorated at closing in accordance with normal & customary standards for transactions of this type.

Respectfully Submitted,

Buyer: Sari & Company and/or Assigns

By: ___________________________________
Jim Sari, President

AGREED AND ACCEPTED THIS _____, day of __________, 2009

Seller: City of Lynchburg

By: ___________________________________
Kim Payne, City of Lynchburg Administrator

OPTION TO PURCHASE

This OPTION TO PURCHASE ("Option") is granted on November 30, 2009 by the City of Lynchburg, VA, the "Seller", to Sari & Company and/or Assigns, the "Buyer." Seller, intending to bind Seller, Seller's heirs, successors and assigns, in consideration of the sum of Ten Dollars and Other Valuable Consideration ($10.00 & OVC) (the "Option Money") paid to Seller by Buyer, receipt of which is acknowledged, grants to the Buyer, Buyer's heirs, successors, assigns or representatives, the exclusive right and option to purchase all of that certain parcel of land, together with all improvements located thereon (collectively, the "Property"), in the City of Lynchburg, State of Virginia, and more particularly described as follows:
Street Address: 1721 Monsview Road, Zip Code 24504. Legal Description: Parcel 02130002, RIV; Plan A, Blk. 42, Lots 1-25 as shown on Attachment A, incorporated herein by reference, on terms and conditions set forth below:

1. **Option Period:** This Option shall exist and continue from the date hereof until July 15, 2010 ("Option Period"). In order to preserve the full legal rights of Buyer, a notice hereof should be recorded; and this Option (excluding Exhibit A) may be recorded as a legally binding Notice of Option. **TIME IS OF THE ESSENCE WITH RESPECT TO THE OPTION PERIOD AND EXERCISE.**

2. **Exercise:** At any time during the Option Period, Buyer may exercise this Option by giving Seller a written notice thereof signed by the Buyer, which exercise is effective upon (a) hand delivery, (b) completed facsimile transmission, or (c) prepaid deposit of the notice with an overnight commercial delivery service or in certified mail, return receipt requested, at the following address:

Seller: Seller requests, but does not require, a copy be sent to:

The City of Lynchburg, Virginia
Community Development – Engineering Division
900 Church Street
Lynchburg, VA 24504
ATTN: Steve Lawson

3. **Contract Upon Exercise:** Upon exercise of this Option, the terms of the purchase and sale shall be as set forth on the completed "Agreement for Purchase and Sale of Real Property" which is attached as Exhibit B and incorporated herein by reference.

4. **Application of Option Money:** If this Option is exercised, the Option Money ☒ shall ☐ shall not be applied to the purchase price at Closing. If this Option is not exercised, the Option Money shall be retained by Seller.

5. **Entry:** During the Option Period, Buyer and those reasonably designated by Buyer may, with reasonable advance notice to Seller, enter the Property to inspect, survey and appraise the Property. Buyer shall be responsible for the repair of any damage done to the Property during any such entry.

6. **Other Conditions:**

Exercising of this option is contingent upon Buyer receiving a tax credit allocation from VHDA.

IN WITNESS WHEREOF, Seller has caused the due execution of the foregoing as of the day and year first above written.

City of Lynchburg, Virginia
(Entity Name)

By: ________________________________
Title:________________________________

ATTACHMENT "B"
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between Sari & Company and/or Assigns, a North Carolina Corporation ("Buyer"), and The City of Lynchburg, Virginia, a(n) ____________________ ____________________________________("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Property":** (Address) 1721 Monsview Road, Lynchburg, VA 24504
☒ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____, ___________________County; consisting of approximately 3.15 acres.

Plat Reference: Lot(s) _____, Block or Section____, as shown on Plat Book or Slide __________ at Page(s) __________, _______________ County, consisting of _________ acres.

☒ If this box is checked, "Property" shall mean that the property described on **Exhibit A** attached hereto and incorporated herewith by reference,

(For information purposes, the tax parcel number of the Property is: 02130002)

together with all buildings and improvements thereon and all fixtures and appurtenance thereto and all personal property, if any, itemized on **Exhibit C.**

$500,000.00 (b) "**Purchase Price**" shall mean the sum of Five Hundred Thousand and no/100 ______________________________Dollars, ***payable on the following terms:***

$10.00&OVC (i) **"Earnest Money"** shall mean Ten & Other Valuable Consideration Dollars or terms as follows: Option Money
____

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with the City Attorney in trust
(name of person/entity with whom deposited), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.

☒ **ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING ACCOUNT, AND: (*check only ONE box)***

☐ **ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: __________________)**

☒ **ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

Buyer Initials _____ _____ Seller Initials _____ _____

$____n/a______ (ii) **Proceeds of a new loan** in the amount of ____ ____ Dollars for a term of _____ years, with an amortization period not to exceed _____ years, at an interest rate not to exceed _____% per annum with mortgage loan discount points not to exceed_____% of the loan amount, or such other terms as may be set forth on **Exhibit C.** Buyer shall pay all costs associated with any such loan.

$____n/a______ (iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of ________________________Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of ________ percent (____________%) per annum in the amount of $__________, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit C**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (**NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit C. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)**

$____n/a______ (iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of $___________and evidenced by a note bearing interest at the rate of _______ percent (______%) per annum, and a current payment amount of $ __ _________________. The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of lender's decision. Approval must be granted on or before ______________________. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, ***time being of the essence.*** If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to delivers such notice, then Buyer will be deemed to have waived the loan condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing.

$500,000.00 (v) **Cash, balance of Purchase Price,** at Closing in the amount of Five Hundred Thousand and no/100 ____ Dollars.

(c) **"Closing"** shall mean the date and time of recording of the deed. Closing shall occur on or before December 31, 2010 , or upon payment of an additional $5,000 (to be credited to purchase price), closing may be extended until March 31, 2011.

(d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.

(e) **"Examination Period"** shall mean the period beginning on the Contract Date and extending through August 15, 2010 ____.

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

(f) **"Broker(s)"** shall mean:
There are no brokers involved with this transaction. ("Listing Agency"),

Buyer Initials _____ _____ Seller Initials _____ _____

____(“Listing Agent” – License # ___________)
Acting as: ❑ Seller’s Agent; ❑ Dual Agent
and____(“Selling Agency”),
____(“Selling Agent” – License # ___________)
Acting as: ❑ Buyer’s Agent; ❑ Seller’s (Sub) Agent; ❑ Dual Agent

(g) **“Seller’s Notice Address”** shall be as follows:

____
____
____
except as same may be changed pursuant to Section 12.

(h) **“Buyer’s Notice Address”** shall be as follows:
Sari & Company, 406 East Fourth Street, Winston-Salem, NC 27101
Attention: Jim Sari
____
except as same may be changed pursuant to Section 12.

❑ (i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit C** attached hereto and incorporated herein by reference.

Section 2. Sale of the Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit C**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller’s obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following:
None
____
Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following:
None
____
Each party shall pay its own attorney’s fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all information relating to the Property in possession of or available to Seller, including but not limited to: title insurance policies, surveys and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing the Seller to release and disclose any title insurance policy in such attorney’s file to Buyer and both Buyer’s and Seller’s agents and attorneys; and (2) the Property’s title insurer or its agent to release and disclose all materials in the Property’s title insurer’s (or title insurer’s agent’s) file to Buyer and both Buyer’s and Seller’s agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller’s request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of Title: Seller agrees to convey fee simple marketable and insurable title to the Property free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (if applicable) and (c) matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period (“Permitted Exceptions”); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instruments that affects the Property (or any personal property listed on **Exhibit C**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Buyer must be able to obtain a firm commitment for this loan on or before n/a____________, effective through the date of Closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of lender's decision. On or before the above date, Buyer has the right to terminate this Agreement for failure to obtain the loan referenced in Section 1(b)(ii) by delivering to Seller written notice of termination by the above date, ***time being of the essence.*** If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Notwithstanding the foregoing, after the above date, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(e) **Inspections:** Buyer, its agents or representative, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case, Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

☒ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property (oral or written, recorded or not – "Leases") and the following provisions are hereby made a part of this Agreement.

(a) All Leases shall be itemized on **Exhibit C;**

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Defaults as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease), and Seller agrees to use its best efforts to effect such assignment. Any assignment required under this Section 7 shall be required to be delivered at Closing by Seller in addition to those deliveries required under Section 11 of this Agreement.

(e) Seller agrees to deliver an assignment of any Lease at Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at Closing. Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waster pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Buyer Initials _____ _____ Seller Initials _____ _____

Section 10. Earnest Money Disbursement: In the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker shall retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction, or alternatively, the party holding the Earnest Money may deposit the disputed monies with the appropriate clerk of court.

Section 11 Closing: At Closing, Seller shall deliver to Buyer a general warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on Exhibit C, an owner's affidavit, lien waiver forms and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be held at the offices of Buyer's attorney or such other place as the parties hereto may mutually agree. Possession shall be delivered at Closing, unless otherwise agreed herein.

Section 12. Notices: All notices herein required shall be in writing. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or sent by Email, sent by facsimile transmission (which shall be followed within two business days by US mail or express mail) or sent by express mail courier service or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 13. Entire Agreement: This Agreement constitutes the sole and entire agreement among the properties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for purposes of this Section 14. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance Laws:

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

____

____

Note: For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the time of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.
Seller represents that the regular owners' association dues, if any, are $ n/a_____per ___________________.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Buyer Initials _____ _____ Seller Initials _____ _____

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit C.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

BUYER: **Individual**	**SELLER:** **Individual**
______________________________	______________________________
Date: ______________________________	Date: ______________________________
______________________________	______________________________
Date: ______________________________	Date: ______________________________
Business Entity	**Business Entity**
Sari & Company and/or Assigns	______________________________
By: ______________________________	By: ______________________________
Name: Jim Sari	Name: ______________________________
Title: Vice President	Title: ______________________________
Date: May 8, 2009	Date: ______________________________

The undersigned acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

____

(Name of Firm)

Date: ______________________________ By: ______________________________________

The City of Lynchburg, VA

Legend

Corporate Limit

Vacation

Parcels

Legal Lot Line

- - Legal Lot Line

Vacated Right of Way

Zoning Label

Feet

0 100 200 300 400